

Table of Contents

Tri-County Special Education Joint Agreement

**SECTION 1 - JOINT AGREEMENT**

1:10 Joint Agreement Legal Status

1:15 Membership

1:30 Mission Statement

**SECTION 2 - JOINT AGREEMENT**

2:10 Joint Agreement Governance

2:20 Powers and Duties of the Executive Council

2:30 Executive Council Elections

2:70 Vacancies on the Executive Council - Filling Vacancies

2:80 Council Member Oath and Conduct

2:80-E Exhibit - Council Member Code of Conduct

2:100 Council Member Conflict of Interest

2:105 Ethics and Gift Ban

2:110 Qualifications, Term, and Duties of Council Officers

2:120 Council Member Development

2:120-E Exhibit - Guidelines for Serving as a Mentor to a New Executive Council Member

2:120-E1 Exhibit - Guidelines for Serving as a Mentor to a New Executive Council Member

2:125 Council Member Compensation; Expenses

2:130 Council-Director Relationship

2:140 Communications To and From the Board

2:140-E Exhibit - Guidance for Board Member Communications, Including Email Use

2:150 Committees

2:160 Council Attorney

2:170 Procurement of Architectural, Engineering, and Land Surveying Services

2:200 Types of Executive Council Meetings

2:210 Organizational Executive Council Meeting

2:220 Executive Council Meeting Procedure

2:220-E1 Exhibit - Council Treatment of Closed Meeting Verbatim Recordings and Minutes

2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting

2:220-E3 Exhibit - Closed Meeting Minutes

2:220-E4 Exhibit - Open Meeting Minutes

2:220-E5 Exhibit - Semi-Annual Review of Closed Meeting Minutes

2:220-E6 Exhibit - Log of Closed Meeting Minutes

2:220-E7 Exhibit - Access to Closed Meeting Minutes and Verbatim Recordings

2:220-E8 Exhibit - Governing Board Records Maintenance Requirements and FAQs

2:230 Public Participation at Executive Council Meetings and Petitions to the Council

2:240 Council Policy Development

2:240-E1 Exhibit - PRESS Issue Updates

2:240-E2 Exhibit - Developing Local Policy

2:250 Access to Joint Agreement Public Records

2:260 Uniform Grievance Procedure

**SECTION 3 - GENERAL SCHOOL ADMINISTRATION**

3:10 Goals and Objectives

3:30 Chain of Command

- 3:40 Director
- 3:50 Administrative Personnel Other Than the Director
- 3:60 Administrative Responsibility of the Building Principal
- 3:62 Staff Supervision
- 3:70 Succession of Authority

#### **SECTION 4 - OPERATIONAL SERVICES**

- 4:10 Fiscal and Business Management
- 4:15 Identity Protection
- 4:20 Fund Balances
- 4:30 Revenue and Investments
- 4:40 Incurring Debt
- 4:45 Insufficient Fund Checks and Debt Recovery
- 4:50 Payment Procedures
- 4:55 Use of Credit and Procurement Cards
- 4:60 Purchases and Contracts
- 4:70 Resource Conservation
- 4:80 Accounting and Audits
- 4:90 Activity Funds
- 4:100 Insurance Management
- 4:110 Transportation
- 4:120 Food Services
- 4:130 Free and Reduced-Price Food Services
  - 4:130-E Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications
- 4:140 Waiver of Student Fees
- 4:150 Facility Management and Building Programs
- 4:160 Environmental Quality of Buildings and Grounds
- 4:170 Safety
- 4:175 Convicted Child Sex Offender; Screening; Notifications
- 4:180 Pandemic Preparedness
- 4:190 Targeted School Violence Prevention Program

#### **SECTION 5 - PERSONNEL**

##### General Personnel

- 5:10 Equal Employment Opportunity and Minority Recruitment
- 5:20 Workplace Harassment Prohibited
  - 5:20-E Resolution to Prohibit Sexual Harassment
- 5:30 Hiring Process and Criteria
- 5:35 Compliance with the Fair Labor Standards Act
- 5:40 Communicable and Chronic Infectious Disease
- 5:50 Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition
- 5:60 Expenses
- 5:70 Religious Holidays
- 5:80 Court Duty
- 5:90 Abused and Neglected Child Reporting
- 5:100 Staff Development Program
- 5:110 Recognition for Service
- 5:120 Employee Ethics; Conduct; and Conflict of Interest
- 5:125 Personal Technology and Social Media; Usage and Conduct

5:130 Responsibilities Concerning Internal Information

5:140 Solicitations

5:150 Personnel Records

5:170 Copyright

5:180 Temporary Illness or Temporary Incapacity

5:185 Family and Medical Leave

#### Professional Personnel

5:190 Teacher Qualifications

5:200 Terms and Conditions of Employment and Dismissal

5:210 Resignations

5:220 Substitute Teachers

5:230 Maintaining Student Discipline

5:240 Suspension

5:250 Leaves of Absence

5:260 Student Teachers

#### Educational Support Personnel

5:270 Employment At-Will, Compensation, and Assignment

5:280 Duties and Qualifications

5:285 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

5:290 Employment Termination and Suspensions

5:300 Schedules and Employment Year

5:320 Evaluation

5:330 Sick Days, Vacation, Holidays, and Leaves

### **SECTION 6 - INSTRUCTION**

6:10 Educational Philosophy and Objectives

6:20 Calendar and Day

6:30 Organization of Instruction and Curriculum Development

6:50 School Wellness

6:62 Physical Education

6:65 Student Social and Emotional Development

6:70 Teaching About Religions

6:80 Teaching About Controversial Issues

6:100 Using Animals in the Educational Program

6:110 Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program

6:120 Education of Children with Disabilities

6:120-AP1 Administrative Procedure - Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities

6:120-AP1, E1 Exhibit - Notice to Parents/Guardians Regarding Section 504 Rights

6:120-AP1, E2 Exhibit - Special Education Required Notice and Consent Forms

6:120-AP2 Administrative Procedure - Access to Classrooms and Personnel

6:120-AP2, E1 Exhibit - Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes

6:120-AP3 Administrative Procedure - Service Animal Access Requests

6:120-AP3, E1 Exhibit - Request for a Service Animal to Accompany a Student in School Facilities

6:120-AP3, E2 Exhibit - Service Animals in the Joint Agreement

6:120-AP4 Administrative Procedure - Care of Students with Diabetes

6:190 Extracurricular and Co-Curricular Activities

6:210 Instructional Materials

6:220 Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct  
6:230 Library Media Program  
6:235 Access to Electronic Networks  
6:240 Field Trips and Recreational Class Trips  
6:250 Community Resource Persons and Volunteers  
6:255 Assemblies and Ceremonies  
6:260 Complaints About Curriculum, Instructional Materials, and Programs  
6:270 Guidance and Counseling Program  
6:280 Grading and Promotion  
6:290 Homework  
6:300 Graduation Requirements  
6:340 Student Testing and Assessment Program

## **SECTION 7 - STUDENTS**

7:10 Equal Educational Opportunities  
    7:10-E Exhibit - Equal Educational Opportunities Within the School Community  
7:15 Student and Family Privacy Rights  
7:20 Harassment of Students Prohibited  
7:50 School Admissions and Eligibility for Services  
7:60 Residency  
7:70 Attendance and Truancy  
7:80 Release Time for Religious Instruction/Observance  
7:90 Release During School Hours  
7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students  
7:130 Student Rights and Responsibilities  
7:140 Search and Seizure  
7:150 Agency and Police Interviews  
7:160 Student Appearance  
7:170 Vandalism  
7:180 Prevention of and Response to Bullying, Intimidation, and Harassment  
7:185 Teen Dating Violence Prohibited  
7:190 Student Behavior  
7:200 Suspension Procedures  
7:210 Expulsion Procedures  
7:220 Bus Conduct  
7:230 Misconduct by Students with Disabilities  
7:240 Conduct Code for Participants in Extracurricular Activities  
7:250 Student Support Services  
7:270 Administering Medicines to Students  
7:275 Orders to Forgo Life-Sustaining Treatment  
7:280 Communicable and Chronic Infectious Disease  
7:285 Allergy Management Program  
7:290 Suicide and Depression Awareness and Prevention  
7:300 Extracurricular Athletics  
7:305 Student Athlete Concussions and Head Injuries  
7:310 Restrictions on Publications; Elementary Schools  
7:315 Restrictions on Publications; High Schools  
7:325 Student Fundraising Activities

7:330 Student Use of Buildings - Equal Access

7:340 Student Records

**SECTION 8 - COMMUNITY RELATIONS**

8:10 Connection with the Community

8:20 Community Use of School Facilities

8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

8:30 Visitors to and Conduct on School Property

8:70 Accommodating Individuals with Disabilities

8:80 Gifts to the Joint Agreement

8:90 Parent Organizations and Booster Clubs

8:95 Parental Involvement

8:100 Relations with Other Organizations and Agencies

8:110 Public Suggestions and Concerns

**Tri-Co Special Ed JT Agreement**

## POLICY MANUAL

The online manual provides the district's board of education policies, regulations, and related documents in a fully searchable, easy-to-use format.

### Navigation

- Access the Table of Contents (TOC) using the main menu at top left.
- Search with confidence using the search box atop every page.
- Share or print from your mobile device using the document-specific menu at top right of each document.

### Questions?

If you have any questions or comments regarding this manual, please contact the local district office.



## 1:10 Joint Agreement Legal Status

The Illinois Constitution requires the State to provide for an efficient system of high-quality public educational institutions and services in order to achieve the educational development of all persons to the limits of their capabilities.

The General Assembly has implemented this constitutional mandate through the creation of joint agreements of various types for the purpose of providing special education services to children with disabilities. Tri-County Special Education Joint Agreement, hereinafter referred to as the Joint Agreement, is governed by such mandates.

Special education programs and/or services shall be developed in accordance with the requirements of the Individuals with Disabilities Education Act, Article 14 of the School Code, and their respective implementing procedures.

Consistent with 105 ILCS 5/10-22.31, the Murphysboro Community Unit School District #186 Board of Education shall serve as the administrative and legal entity for the Joint Agreement.

The Murphysboro CUSD #186 Board of Education constitutes a body corporate that possesses all the usual powers of a corporation for public purposes, and in that name may sue and be sued, purchase, hold and sell personal property and real estate, and enter into such obligations as are authorized by law.

LEGAL REF.:[Ill. Constitution](#), Art. X, Sec. 1.

105 ILCS 5/10-1 [et seq.](#)

23 Ill.Admin.Code Part 226.

CROSS REF.:2:10 (Cooperative/Joint Agreement Governance)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement



## 1:15 Membership

Membership in this Joint Agreement shall be extended to all public school districts within Jackson, Perry, and Union Counties.

The terms and conditions of membership are contained in the Articles of Joint Agreement.

The Member Districts participating in the Tri-County Special Education Joint Agreement are:

- Carbondale Elementary School District #95
- Carbondale Community High School District #165
- DeSoto Consolidated School District #86
- Elverado Community Unit School District #196
- Giant City Elementary School District #130
- Murphysboro Community Unit School District #186
- Trico Community Unit School District #176
- Unity Point elementary School District #140
- Community Consolidated School District #204
- DuQuoin Community Unit School District #300
- Pinckneyville Grade School District #50
- Pinckneyville High School District #101
- Tamaroa Grade School District #5
- Anna Community Consolidated School District #37
- Anna-Jonesboro Community High School District #81
- Cobden Unit School District #17
- Dongola Unit School District #66
- Jonesboro Community Consolidated School District #43
- Lick Creek community Consolidated School District #16
- Shawnee Unit School District #84

ADOPTED: October 12, 2011

**1:30 Mission Statement**

Tri-County Special Education Joint Agreement, in active partnership with family and community, shall empower individuals to become responsible learners who are confident and capable of meaningfully participating in a changing society.

CROSS REF:2:10 (Joint Agreement Governance), 3:10 (Goals and Objectives), 6:10 (Educational Philosophy and Objectives)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement



## 2:10 Joint Agreement Governance

The Special Education Joint Agreement is governed by an Executive Council whose membership, responsibilities and authority shall be as described in the Articles of Joint Agreement.

The Council's powers and duties include the authority to adopt, enforce, and monitor all policies for the management and governance of the Joint Agreement's programs and services.

In addition, there is an Administrative District (Murphysboro CUSD #186) whose responsibilities and authority shall be as described in the Articles of Joint Agreement.

The ultimate responsibility for fiscal and personnel matters rests with the Administrative District Board of Education based on recommendations from the Executive Council.

Official action may only occur at a duly called and legally conducted meeting at which a quorum is physically present. Council members, as individuals, have no authority over Joint Agreement affairs, except as provided by law or as authorized by the Council.

LEGAL REF.:5 ILCS 120/.

105 ILCS 5/10-20, 5/10-20.5, and 5/10-22.31.

CROSS REF.:1:10 (Joint Agreement Legal Status)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

## 2:20 Powers and Duties of the Executive Council

The major powers and duties of the Executive Council include, but are not limited to:

1. Formulating, adopting, and modifying Council policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
2. Employing a Director and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/, and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
3. Directing, through policy, the Director, in his or her charge of the Joint Agreement's administration.
4. Approving the annual budget, major expenditures, payment of obligations, annual audit, and other aspects of the Joint Agreement's financial operation; and making available a statement of financial affairs as provided in State law.
5. Entering contracts using the public bidding procedure when required.
6. Indemnifying, protecting, and insuring against any loss or liability of the Joint Agreement, Council members, employees, and agents as provided or authorized by State law.
7. Providing, constructing, controlling, and maintaining adequate physical facilities; making school buildings available for use as civil defense shelters; and establishing a resource conservation policy.
8. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
9. Approving the curriculum, textbooks, and educational services.
10. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning, including deciding individual student suspension cases brought before it.
11. Establishing the school year.
12. Requiring a moment of silence to recognize veterans during any type of school event held at a Joint Agreement school on November 11.
13. Entering into joint agreements with other districts to establish cooperative educational programs or provide educational facilities.
14. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Council member must, if an allegation is raised to the member during an open or closed Council meeting that a student is an abused child as defined in ANCRA, direct or cause the Council to direct the Director or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
15. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

### LEGAL REF.:

105 ILCS 5/10, 5/17-1, and 5/27-1.

115 ILCS 5/, Ill. Educational Labor Relations Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

CROSS REF.: 1:10 (Joint Agreement Legal Status), 2:10 (Joint Agreement Governance), 2:80 (Council Member Oath and Conduct), 2:140 (Communications To and From the Council), 2:240 (Council Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 6:10 (Educational Philosophy and Objectives), 6:20 (School Year Calendar and Day), 7:10 (Equal Educational Opportunities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

Adopted: January 8, 2020

## 2:30 Executive Council Elections

The Regional Office of Education shall annually conduct elections for members of the Joint Agreement's Executive Council in accordance with the requirements of the Articles of Joint Agreement.

1. Elections shall be held in July.
2. Votes shall be cast by the current Superintendent of each Member District, and shall be cast separately in each county.
3. The Superintendents from each county shall cast votes for their desired representatives.
4. Representation shall be as follows:
  - a. Jackson County - 4 representatives
  - b. Perry County - 2 representatives
  - c. Union County - 2 representatives
  - d. The Administrative District (Murphysboro Community Unit School District #186) shall have a representative.
5. Elected members will be seated and officers elected at the Council's organizational meeting held annually in September.
6. Council members shall serve one year terms.

LEGAL REF.:10 ILCS 5/1-3, 5/2A-1.1 et seq., 5/10-9, 5/22-17, 5/22-18, and 5/28-1 et seq.

105 ILCS 5/9-1 et seq.

CROSS REF.:2:210 (Organizational Executive Council Meeting)

ADOPTED:October 12, 2011

Tri-Co Special Ed JT Agreement

## **2:70 Vacancies on the Executive Council - Filling Vacancies**

### Vacancy

Elective office of an Executive Council member becomes vacant before the term's expiration when any of the following occurs:

1. Death of the incumbent,
2. Resignation in writing filed with the Secretary of the Council,
3. Legal disability of the incumbent,
4. Conviction of a felony, bribery, perjury, or other infamous crime or of any offense involving a violation of official oath or of a violent crime against a child,
5. Removal from office,
6. The decision of a competent tribunal declaring his or her election void,
7. Ceasing to be an inhabitant of the Joint Agreement or a particular area from which he or she was elected, if the residential requirements contained in the School Code are violated,
8. An illegal conflict of interest, or
9. Acceptance of a second public office that is incompatible with Council membership.

### Filling Vacancies

Whenever a vacancy occurs, the Board of Education of the district from which the representative was elected shall appoint a representative from that district to fill the remainder of the term of office.

LEGAL REF.:105 ILCS 5/10-10 and 5/10-11.

CROSS REF.:2:120 (Council Member Development)

ADOPTED:October 12, 2011

## 2:80 Council Member Oath and Conduct

Each Executive Council member, before taking his or her seat on the Council, shall take the following oath of office:

I, *(name)*, **do solemnly swear** (or affirm) that I will faithfully discharge the duties of the office of member of the Executive Council of Tri-County Special Education Joint Agreement, in accordance with the Constitution of the United States, the Constitution of the State of Illinois, and the laws of the State of Illinois, to the best of my ability.

**I further swear** (or affirm) that:

**I shall respect** taxpayer interests by serving as a faithful protector of the Joint Agreement's assets;

**I shall encourage** and respect the free expression of opinion by my fellow Council members and others who seek a hearing before the Council, while respecting the privacy of students and employees;

**I shall recognize** that a Council member has no legal authority as an individual and that decisions can be made only by a majority vote at a public Council meeting;

**I shall abide** by majority decisions of the Council, while retaining the right to seek changes in such decisions through ethical and constructive channels;

**As part of the Executive Council**, I shall accept the responsibility for my role in the equitable and quality education of every student in the Joint Agreement;

**I shall foster** with the Council extensive participation of the community, formulate goals, define outcomes, and set the course for Tri-County Special Education Joint Agreement;

**I shall assist** in establishing a structure and an environment designed to ensure all students have the opportunity to attain their maximum potential through a sound organizational framework;

**I shall strive** to ensure a continuous assessment of student achievement and all conditions affecting the education of our children, in compliance with State law;

**I shall serve** as education's key advocate on behalf of students and our community's school (or schools) to advance the vision for Tri-County Special Education Joint Agreement; and

**I shall strive** to work together with the Executive Director to lead the Joint Agreement toward fulfilling the vision the Council has created, fostering excellence for every student in the areas of academic skills, knowledge, citizenship, and personal development.

The Director will administer the oath in an open Council meeting.

The Council adopts the Illinois Association of School Boards' *Code of Conduct for Members of School Boards*. A copy of the *Code* shall be displayed in the regular Council meeting room.

LEGAL REF.:

105 ILCS 5/10-16.5.

CROSS REF.:1:30 (Joint Agreement Philosophy), 2:100 (Council Member Conflict of Interest), 2:105 (Ethics and Gift Ban), 2:210 (Organizational Executive Council Meeting)

Adopted: January 9, 2019



## 2:80-E Exhibit - Council Member Code of Conduct

As a member of the Executive Council, I will do my utmost to represent the public interest in education by adhering to the following standards and principles:

1. I will represent all Joint Agreement constituents honestly and equally and refuse to surrender my responsibilities to special interest or partisan political groups.
2. I will avoid any conflict of interest or the appearance of impropriety which could result from my position, and will not use my Council membership for personal gain or publicity.
3. I will recognize that a Council member has no legal authority as an individual and that decisions can be made only by a majority vote at a Council meeting.
4. I will take no private action that might compromise the Council or administration and will respect the confidentiality of privileged information.
5. I will abide by majority decisions of the Council, while retaining the right to seek changes in such decisions through ethical and constructive channels.
6. I will encourage and respect the free expression of opinion by my fellow Council members and will participate in Council discussions in an open, honest and respectful manner, honoring differences of opinion or perspective.
7. I will prepare for, attend and actively participate in Executive Council meetings.
8. I will be sufficiently informed about and prepared to act on the specific issues before the Council, and remain reasonably knowledgeable about local, State, national, and global education issues.
9. I will respectfully listen to those who communicate with the Council, seeking to understand their views, while recognizing my responsibility to represent the interests of the entire community.
10. I will strive for a positive working relationship with the Director, respecting the Director's authority to advise the Council, implement Council policy, and administer the Joint Agreement.
11. I will model continuous learning and work to ensure good governance by taking advantage of Council member development opportunities, such as those sponsored by my State and National School Board associations, and encourage my fellow Council members to do the same.
12. I will strive to keep my Council focused on its primary work of clarifying the Joint Agreement purpose, direction and goals, and monitoring Joint Agreement performance.

DATED : January 9, 2019

Tri-Co Special Ed JT Agreement

## 2:100 Council Member Conflict of Interest

No Executive Council member shall: (1) have a beneficial interest directly or indirectly in any contract, work, or business of the Joint Agreement unless permitted by State or federal law; or (2) solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts with the Joint Agreement. 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*.

Council members must annually file a *Statement of Economic Interests* as required by the Illinois Governmental Ethics Act. Each Council member is responsible for filing the statement with the county clerk of the county in which the Joint Agreement's main office is located by May 1.

### Federal and State Grant Awards

No Council member shall participate in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) if he or she has a real or apparent conflict of interest. A conflict of interest arises when a Council member or any of the following individuals has a financial or other interest in the entity selected for the contract:

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

### LEGAL REF.:

5 ILCS 420/4A-101.5, 420/4A-105, 420/4A-106.5, and 420/4A-107.

30 ILCS 708/, Grant Accountability and Transparency Act.

50 ILCS 105/3.

105 ILCS 5/10-9.

2 C.F.R. §200.318(c)(1).

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

Adopted: January 8, 2020

## 2:105 Ethics and Gift Ban

### Prohibited Political Activity

The following precepts govern political activities being conducted by Joint Agreement employees and Executive Council members:

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.
2. No Council member or employee shall intentionally use any Joint Agreement property or resources in connection with any political activity.
3. At no time shall any Council member or employee intentionally require any other Council member or employee to perform any political activity: (a) as part of that Council member's or employee's duties, (b) as a condition of employment, or (c) during any compensated time off, such as, holidays, vacation, or personal time off.
4. No Council member or employee shall be required at any time to participate in any political activity in consideration for that Council member or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise; nor shall any Council member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any political activity.

A Council member or employee may engage in any activity that: (1) is otherwise appropriate as part of his or her official duties, or (2) is undertaken by the individual on a voluntary basis that is not prohibited by this policy.

### Limitations on Receiving Gifts

Except as permitted by this policy, no Council member or employee, and no spouse of or immediate family member living with a Council member or employee shall intentionally solicit or accept any "gift" from any "prohibited source," as those terms are defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.

The following are exceptions to the ban on accepting gifts from a prohibited source:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Council member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any: (a) contribution that is lawfully made under the Election Code, or (b) activities associated with a fundraising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Council members or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding \$75 per person in value on a single calendar day, provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Council member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Council member or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. "Intra-governmental gift" means any gift given to a Council member or employee from another Council member or employee, and "inter-governmental gift" means any gift given to a Council member or employee from an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the listed exceptions is mutually exclusive and independent of every other.

A Council member or employee, his or her spouse or an immediate family member living with the Council member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under 26 U.S.C. §501(c)(3).

### Enforcement

The Council Chair and Director shall seek guidance from the Council attorney concerning compliance with and enforcement of this policy and State ethics laws. The Council may, as necessary or prudent, appoint an Ethics Advisor for this task.

Written complaints alleging a violation of this policy shall be filed with the Director or Council Chair. If attempts to correct any misunderstanding or problem do not resolve the matter, the Director or Council Chair shall, after consulting with the Council attorney, either place the alleged violation on a Council meeting agenda for the Council's disposition or refer the complainant to Council policy 2:260, *Uniform Grievance Procedure*. A Council member who is related, either by blood or by marriage, up to the degree of first cousin, to the person who is the subject of the complaint, shall not participate in any decision-making capacity for the Council. If the Council finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or recommend disciplinary action for the employee.

### Definitions

Unless otherwise stated, all terms used in this policy have the definitions given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

"Political activity" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

With respect to an employee whose hours are not fixed, "compensated time" includes any period of time when the employee is on premises under the control of the Joint Agreement and any other time when the employee is executing his or her official duties, regardless of location.

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Council member, or (b) an employee, or by the Council member or another employee directing that employee;
2. Does business or seeks to do business with: (a) a Council member, or (b) an employee, or with the Council member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Council member, or (b) an employee or by the Council member or another employee directing that employee;
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Council member or employee;
5. Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or
6. Is an agent of, a spouse of, or an immediate family member living with a prohibited source.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Council member or employee.

#### Complaints of Sexual Harassment Made Against Board Members by Elected Officials

Pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/70-5), members of the Board and other elected officials are encouraged to promptly report claims of sexual harassment by a Board member. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available. If the official feels comfortable doing so, he or she should directly inform the individual that the individual's conduct or communication is offensive and must stop.

Board members and elected officials should report claims of sexual harassment against a member of the Board to the Board President or Director. If the report is made to the Superintendent, the Superintendent shall promptly notify the President, or if the President is the subject of the complaint, the Vice President. Reports of sexual harassment will be confidential to the greatest extent practicable.

When a complaint of sexual harassment is made against a member of the Board by another Board member or other elected official, the Board President shall appoint a qualified outside investigator who is not a Joint Agreement employee or Board member to conduct an independent review of the allegations. If the allegations concern the President, or the President is a witness or otherwise conflicted, the Vice President shall make the appointment. If the allegations concern both the President and Vice President, and/or they are witnesses or otherwise conflicted, the Board Secretary shall make the appointment. The investigator shall prepare a written report and submit it to the Board.

If a Board member has engaged in sexual harassment, the matter will be addressed in accordance with the authority of the Board.

The Director will post this policy on the District website and/or make this policy available in the District's administrative office.

LEGAL REF.:

5 ILCS 430/, State Officials and Employees Ethics Act.

10 ILCS 5/9-25.1, Election Interference Prohibition Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:260 (Uniform Grievance Procedure), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

Adopted: January 8, 2020

## **2:110 Qualifications, Term, and Duties of Council Officers**

The Executive Council officers are: Chair, Vice-Chair, and Secretary. These officers are elected or appointed by the Council at its organizational meeting.

### Chair

The Council elects a Chair from its members for a one-year term. The duties of the Chair are to:

1. Preside at all meetings;
2. Focus the Council meeting agendas on appropriate content;
3. Make all Council committee appointments, unless specifically stated otherwise;
4. Attend and observe any Council committee meeting at his or her discretion;
5. Represent the Council on other boards or agencies;
6. Sign official Joint Agreement documents requiring the Chair's signature, including Council minutes;
7. Call special meetings of the Council;
8. Serve as the *head of the public body* for purposes of the Open Meetings Act and Freedom of Information Act;
9. Ensure that a quorum of the Council is physically present at all Council meetings;
10. Administer the oath of office to new Council members;
11. Serve as or appoint the Council's official spokesperson to the media; and
12. Except when the Council Chair is the subject of a complaint of sexual harassment, a witness, or otherwise conflicted, appoint a qualified outside investigator to conduct an independent review of allegations of sexual harassment made against a Council member by another Council member or elected official.

The Chair is permitted to participate in all Council meetings in a manner equal to all other Council members, including the ability to make and second motions.

The Vice-Chair fills a vacancy in the office of the Chair.

### Vice-Chair

The Council elects a Vice-Chair from its members for a one-year term. The Vice-Chair performs the duties of the Chair if:

1. The office of Chair is vacant;
2. The Chair is absent; or
3. The Chair is unable to perform the office's duties.

A vacancy in the office of the Vice-Chair is filled by a special Council election.

### Secretary

The Council elects a Secretary for a one-year term. The Secretary may be, but is not required to be, a Council member. The Secretary may receive reasonable compensation as determined by the Council before appointment. However, if the Secretary is a Council member, the compensation shall not exceed \$500 per year, as fixed by the Council at least 180 days before the beginning of the term. The duties of the Secretary are to:

1. Keep minutes for all Council meetings, and keep the verbatim record for all closed Council meetings;
2. Mail meeting notification and agenda to news media who have officially requested copies;
3. Keep records of the Council's official acts, and sign them, along with the Chair, before submitting them to the Treasurer at such times as the Treasurer may require;
4. Report to the Treasurer on or before July 7, annually, such information as the Treasurer is required to include in the Treasurer's report to the Regional Superintendent;
5. Arrange public inspection of the budget before adoption;
6. Publish required notices;
7. Sign official Joint Agreement documents requiring the Secretary's signature; and
8. Maintain Council policy and such other official documents as directed by the Council.

The Secretary may delegate some or all of these duties, except when State law prohibits the delegation. The Council appoints a Secretary *pro tempore*, who may or may not be a Council member, if the Secretary is absent from any meeting or refuses to perform the duties of the office. A permanent vacancy in the office of Secretary is filled by special Council election.

### Recording Secretary

The Council may appoint a Recording Secretary who is a staff member. The Recording Secretary shall:

1. Assist the Secretary by taking the minutes for all open Council meetings;
2. Assemble Council meeting material and provide it, along with prior meeting minutes, to Council members before the next meeting; and
3. Perform the Secretary's duties, as assigned, except when State law prohibits the delegation.

In addition, the Recording Secretary or Director receives notification from Council members who desire to attend a Council meeting by video or audio means.

### Treasurer

As Administrative District of the Joint Agreement, Murphysboro CUSD #186 shall designate a staff member to serve as Treasurer for the Joint Agreement.

The Treasurer shall:

1. Furnish a bond, which shall be approved by a majority of the full Council;
2. Maintain custody of school funds;
3. Maintain records of school funds and balances;
4. Prepare a monthly reconciliation report for the Director and Council; and
5. Receive, hold, and expend Joint Agreement funds only upon the order of the Council.

LEGAL REF.: 5 ILCS 120/7 and 420/4A-106.

105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1, 5/10-14, 5/10-16.5, 5/10-22.31, and 5/17-1.

CROSS REF.: 2:80 (Council Member Oath and Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Executive Council Meeting), 2:220 (Executive Council Meeting Procedure)

Adopted: January 8, 2020

## **2:120 Council Member Development**

The Executive Council desires that its individual members learn, understand, and practice effective governance principles. The Council is responsible for Council member orientation and development. Council members have an equal opportunity to attend State and national meetings designed to familiarize members with public school issues, governance, and legislation.

The Council Chair and/or Director shall provide all Council members with information regarding pertinent education materials, publications, and notices of training or development.

### Professional Development; Adverse Consequences of School Exclusion; Student Behavior

The Council President or Director, or their designees, will make reasonable efforts to provide ongoing professional development to Council members about the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates, i.e., *Senate Bill 100 training topics*.

### Council Self-Evaluation

The Council will conduct periodic self-evaluations with the goal of continuous improvement.

### New Council Member Orientation

The orientation process for newly elected or appointed Council members includes:

1. The Director, or his or her designee, shall give each new Council member a copy of or online access to the Council Policy Manual, the Council's personnel policies and procedures, the Council's regular meeting minutes for the past year, and other helpful information including material describing the Joint Agreement and explaining the Council's roles and responsibilities.
2. The Director or designee shall schedule one or more meetings with new Council members to become better acquainted and to review Council processes and procedures.
3. The Council Chair may request a veteran Council member to mentor a new member.

LEGAL REF.:

5 ILCS 120/2.

CROSS REF.:2:80 (Council Member Oath and Conduct), 2:125 (Council Member Compensation; Expenses), 2:200 (Types of Executive Council Meetings)

Adopted: January 9, 2019

**2:120-E Exhibit - Guidelines for Serving as a Mentor to a New Executive Council Member**

*On Joint Agreement letterhead*

Date

Dear Executive Council Member:

Congratulations on being asked to serve as a mentor to a new Council member. The goal of the mentoring program is to orient a new Council member to the Council and Joint Agreement and to help him or her be comfortable, develop self-confidence, and become an effective leader. Follow these guidelines to maximize your mentoring effectiveness.

1. Be a good mentor by sharing your knowledge and experiences with others. Take a personal interest in helping others succeed.
2. Try to develop an informal, collegial relationship with the new Council member - explain that you are there to help. Listen respectfully to all concerns and answer questions honestly.
3. During your first contact with the new Council member, introduce yourself and explain that you will serve as his or her mentor and are looking forward to sharing information about the Council and Joint Agreement. If possible, meet with the individual to become acquainted. Be available as needed to provide assistance, advice, and support. The Director's office will have already sent the new Council member a copy of the Council's policies as well as other helpful material.
4. Be prepared to introduce the new Council member at upcoming Council events until he or she becomes a familiar face.
5. Be available and maintain a helpful attitude. You will assist the new Council member become an effective member of the Council and ensure skilled and knowledgeable future leadership for the Joint Agreement.

Being a mentor can bring rewards to you, the new Council member, and the Joint Agreement. Thank you for your assistance and commitment.

Sincerely,

Executive Council Chair

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement

**2:120-E1 Exhibit - Guidelines for Serving as a Mentor to a New Executive Council Member**

*On Joint Agreement letterhead*

Date

Dear Executive Council Member:

Thank you for agreeing to serve as a mentor to a new Council member. The goal of the mentoring program is to orient a new Council member to the Council and Joint Agreement and to help him or her be comfortable, develop self-confidence, and become an effective leader. Follow these guidelines to maximize your mentoring effectiveness.

6. Be a good mentor by sharing your knowledge and experiences with others. Take a personal interest in helping others succeed.
7. Try to develop an informal, collegial relationship with the new Council member - explain that you are there to help. Listen respectfully to all concerns and answer questions honestly.
8. During your first contact with the new Council member, introduce yourself and explain that you will serve as his or her mentor and are looking forward to sharing information about the Council and Joint Agreement. If possible, meet with the individual to become acquainted. Be available as needed to provide assistance, advice, and support. The Director's office will have already sent the new Council member a copy of the Council's policies as well as other helpful material.
9. Be prepared to introduce the new Council member at upcoming Council events until he or she becomes a familiar face.
10. Be available and maintain a helpful attitude. You will assist the new Council member in becoming an effective member of the Council and ensuring skilled and knowledgeable future leadership for the Joint Agreement.

Being a mentor can bring rewards to you, the new Council member, and the Joint Agreement. Thank you for your assistance and commitment.

Sincerely,

Executive Council Chair

DATED: September 14, 2016

Tri-Co Special Ed JT Agreement



## **2:125 Council Member Compensation; Expenses**

### Board Member Compensation Prohibited

Board members provide volunteer service to the community and may not receive compensation for services, except that a Board member serving as the Board Secretary may be paid an amount up to the statutory limit if the Board so provides.

### Roll Call Vote

All Board member expense requests for travel, meals, and/or lodging must be approved by roll call vote at an open meeting of the Board.

### Regulation of Joint Agreement Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the Joint Agreement by resolution. No later than approval of the annual budget and when necessary, the Director will recommend a maximum allowable reimbursement amount for expenses to be included in the resolution. The recommended amount should be based upon the Joint Agreement's budget and other financial considerations.

Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the Board member, (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.

### Exceeding the Maximum Allowable Reimbursement Amount(s)

All requests for expense advancements, reimbursements, and/or purchase orders that exceed the maximum allowable reimbursement amount set by the Board may only be approved by it 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.

### Advancements

The Board may advance to its members actual and necessary expenses to be incurred while attending:

1. Meetings sponsored by the Illinois State Board of Education or by the Regional Director of Schools;
2. County or regional meetings and the annual meeting sponsored by any school board association complying with Article 23 of the School Code; and
3. Meetings sponsored by a national organization in the field of public school education.

Expense advancement requests must be submitted to the Director or designee on the Board's standardized estimated expense approval form. After spending expense advancements, Board members must use the Board'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. A Board member must return to the Joint Agreement any portion of an expense advancement not used. If an expense advancement is not requested, expense reimbursements may be issued by the Board to its members for the activities listed in numbers one through three, above, along with registration fees or tuition for a course(s) that allowed compliance with the mandatory trainings described in policy 2:120, *Board Member Development* and other professional development opportunities that are encouraged by the School Code (see the **Reimbursements and Purchase Orders** subhead, below). Expense advancements and vouchers shall be presented to the Board in its regular bill process.

### Reimbursements and Purchase Orders

Expense reimbursement is not guaranteed and, when possible, Board members should seek pre-approval of expenses by providing an estimation of expenses on the Board's standardized estimated expense approval form, except in situations when the expense is diminutive. When pre-approval is not sought, Board members must seek reimbursement on the Board's standardized expense reimbursement form. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

### Standardized Expense Form(s) Required

All requests for expense advancement, reimbursement, and/or purchase orders in the Joint Agreement must be submitted on the appropriate itemized, signed standardized form(s). The form(s) must show the following information:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and office of the Board member 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 or reimbursement will be or was expended.
4. The nature of the official business conducted when the expense advancement or reimbursement will be or was expended.

### Types of Official Business for Expense Advancements, Reimbursements, and Purchase Orders

1. Registration. When possible, registration fees will be paid by the Joint Agreement in advance.
2. Travel. The least expensive method of travel will be used, providing that no hardship will be caused to the Board member. Board members will be reimbursed for:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
  - e. Taxis, airport limousines, or other local transportation costs.
3. Meals. Meals charged to the School Joint Agreement should represent mid-fare selections for the hotel/meeting facility or general area, consistent with the maximum allowable reimbursement amount set by the Board. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.
4. Lodging. Board members should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Board members should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.
5. Miscellaneous Expenses. Board members 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 5/10-20 and 5/10-22.32.

Local Government Travel Expense Control Act, 50 ILCS 150/.

CROSS REF.:2:100 (Board Member Conflict of Interest), 2:120 (Board Member Development), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of

Credit and Procurement Cards), 5:60 (Expenses)

ADOPTED:December 14, 2016

Tri-Co Special Ed JT Agreement

## **2:130 Council-Director Relationship**

The Executive Council employs and evaluates the Director and holds him or her responsible for the operation of the Joint Agreement in accordance with Council policies and State and federal law.

The Council-Director relationship is based on mutual respect for their complementary roles. The relationship requires clear communication of expectations regarding the duties and responsibilities of both the Council and Director.

The Council considers the recommendations of the Director as the Joint Agreement's Chief Executive Officer. The Council adopts policies necessary to provide general direction for the Joint Agreement and to encourage achievement of Joint Agreement goals. The Director develops plans, programs, and procedures needed to implement the policies and directs the Joint Agreement's operations.

LEGAL REF.:105 ILCS 5/10-16.7 and 5/10-21.4.

CROSS REF.:3:40 (Director)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

## 2:140 Communications To and From the Board

The Executive Council welcomes communications from staff members, parents/guardians, students, and community members. Individuals may submit questions or communications for the Council's consideration to the Director or may use the electronic link to the Council's email address(es) posted on the Joint Agreement's website.

The Director or designee shall:

1. Ensure that the home page for the Joint Agreement's website contains an active electronic link to the email address(es) for the Council, and
2. During the Council's regular meetings, report for the Council's consideration all questions or communications submitted through the active electronic link along with the status of the Joint Agreement's response in the Council meeting packet.

If contacted individually, Council members will refer the person to the appropriate level of authority, except in unusual situations. Council members' questions or communications to staff or about programs will be channeled through the Director's office. Council members will not take individual action that might compromise the Council or Joint Agreement. There is no expectation of privacy for any communication sent to the Council or its members, whether sent by letter, email, or other means.

### Council Member Use of Electronic Communications

For purposes of this section, *electronic communications* includes, without limitation, electronic mail, electronic chat, instant messaging, texting, and any form of social networking. Electronic communications among a majority or more of a Council-quorum shall not be used for the purpose of discussing Joint Agreement business. Electronic communications among Council members shall be limited to: (1) disseminating information, and (2) messages not involving deliberation, debate, or decision-making. The following list contains examples of permissible electronic communications:

- Agenda item suggestions
- Reminders regarding meeting times, dates, and places
- Council meeting agendas or information concerning agenda items
- Individual emails to community members, subject to the other limitations in this policy

In accordance with the Open Meetings Act and the Oath of Office taken by Council members, individual Council members will not (a) reply to an email on behalf of the entire Council, or (b) engage in the discussion of Joint Agreement business through electronic communications with a majority of a Council-quorum.

LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

50 ILCS 205/20, Local Records Act.

CROSS REF.:2:220 (School Council Meeting Procedure), 3:30 (Chain of Command), 8:110 (Public Suggestions and Concerns)

Adopted: August 21, 2019

## 2:140-E Exhibit - Guidance for Board Member Communications, Including Email Use

The Open Meetings Act (OMA) requires the Executive Council to discuss Joint Agreement business only at a properly noticed Council meeting. 5 ILCS 120/. Other than during a Council meeting, a majority or more of a Council-quorum may not engage in contemporaneous interactive communication, whether in person or electronically, to discuss Joint Agreement business. This *Guidance* assumes a Council has seven members and covers issues arising from Council policy 2:140, *Communications To and From the Council*.

### Communications Between or Among Council Members and/or the Director Outside of a Properly Noticed Council Meeting

1. The Director or designee is permitted to email information to Council members. For example, the Director may email Council meeting agendas and supporting information to Council members. When responding to a single Council member's request, the Director should copy all other Council members and include a *do not reply/forward* alert to the group, such as: "**Council MEMBER ALERT: This email is in response to a request. Do not reply or forward to the group but only to the sender.**"
2. Council members are permitted to discuss any matter except Joint Agreement business with each other, whether in person or by telephone or email, regardless of the number of members participating in the discussion. For example, they may discuss league sports, work, or current events.
3. Council members are permitted to provide information to each other, whether in person or by telephone or email, that is non-deliberative and non-substantive. Examples of this type of communication include scheduling meetings and confirming receipt of information.
4. A Council member is not permitted to discuss Joint Agreement business with more than one other Council member at a time, whether in person or by telephone or email. Stated another way, a Council member may discuss Joint Agreement business in person or by telephone or email with only one other Council member at a time. However, a Council member should not facilitate interactive communication by discussing Joint Agreement business in a series of visits with, or telephone calls or emails to, Council members individually.
5. A Council member should include a *do not reply/forward* alert when emailing a message concerning Joint Agreement business to more than one other Council member. The following is an example of such an alert: "**Council MEMBER ALERT: This email is not for interactive discussion purposes. The recipient should not reply to it or forward it to any other individual.**"
6. Council members should not forward email received from another Council member.

### When Must the Electronic Communications Sent or Received by Individual Council Members Be Disclosed Pursuant to a Freedom of Information Act (FOIA) Request?

An electronic communication must be disclosed if it is a *public record* as defined by FOIA, unless a specific exemption applies. A public record is any recorded information "pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body." 5 ILCS 140/2. Email sent or received by an individual Council member may be, depending on the content and circumstances, subject to disclosure as a *public record* (unless a FOIA exemption is applicable).

If a Council member uses a Joint Agreement-provided device or email address to discuss public business, the email is subject to disclosure under FOIA, barring an applicable exemption. If a Council member uses a private device and email address, the communication is subject to FOIA if it satisfies this test:

**First**, the communication pertains to the transaction of public business, and

**Second**, the communication was: (1) prepared by a public body, (2) prepared for a public body, (3) used by a public body, (4) received by a public body, (5) possessed by a public body, and/or (6) controlled by a public body.

This test is from the appellate court decision in *City of Champaign v. Madigan*, 992 N.E.2d 629 (Ill.App.4th 2013).

The following *examples* describe FOIA's treatment of electronic communications:

1. If an electronic communication does not pertain to public business, it is not a public record and is not subject to a FOIA request.
2. An electronic communication pertaining to public business that is:
  - a. Sent and/or received by an individual Council member using a personal electronic device and personal email address while he or she is at home or work **would not be a public record**. Individual Council members, alone, cannot conduct school Joint Agreement business. As stated earlier, emails among a majority or more of a Council-quorum violate OMA and, thus, are subject to disclosure during proceedings to enforce OMA.
  - b. Sent and/or received by an individual Council member on a Joint Agreement-issued device or Joint Agreement-issued email address **will be a public record** and subject to FOIA. The electronic communication is under the control of the Joint Agreement.
  - c. Received by an individual Council member on a personal electronic device and then forwarded by the Council member to a Joint Agreement-owned device or server **will be a public record** and subject to FOIA. The electronic communication is under the control of the Joint Agreement.
  - d. Received by an individual Council member using a personal electronic device and personal email address, and then forwarded by the Council member to enough members to constitute a majority or more of a Council-quorum **will be a public record** and subject to FOIA. The electronic communication is in the Joint Agreement's possession.
  - e. Either sent to or from a Council member's personal electronic device during a Council meeting **will be a public record** and subject to FOIA. The electronic communication is in the Joint Agreement's possession because Council members were functioning collectively as a public body.

The Joint Agreement's Freedom of Information Officer and/or Council Attorney will help determine when a specific communication must be disclosed pursuant to a FOIA request.

### When Must Electronic Communications Be Retained?

Email that qualifies under FOIA as a *public record* will need to be stored pursuant to the Local Records Act (LRA), only if it is evidence of the Joint Agreement's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation. 50 ILCS 205/. An example is any email from a Council officer concerning a decision made in his or her capacity as an officer. If a Council member uses his or her personal email, he or she must copy this type of email to the appropriate Joint Agreement office where it will be stored. If made available, Council members should use their email accounts provided by the Joint Agreement, and the Joint Agreement will automatically store the official record messages. The Joint Agreement will delete these official record messages as provided in an applicable, approved **retention schedule**. Of course, email pertaining to public business that is sent or received by a Council Member using a Joint Agreement-issued device or email address will be subject to FOIA, even if the email does not need to be retained under the LRA.

**Important:** Do not destroy any email concerning a topic that is being litigated without obtaining the Council attorney's direction. In federal lawsuits, there is an automatic discovery of virtually all types of electronically created or stored data that might be relevant. Attorneys will generally notify their clients at the beginning of a legal proceeding not to destroy any electronic records that might be relevant. This is referred to as a *litigation hold*. For more discussion of a litigation hold, see 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. In addition, any person who knowingly with the intent to defraud any party destroys, removes, or conceals any public record commits a Class 4 felony. 50 ILCS 205/4.

DATED : August 21, 2019

## **2:150 Committees**

The Council may establish committees to assist with the Council's governance function and, in some situations, to comply with State law requirements. These committees are known as Council committees and report directly to the Council. Committee members may include both Council members and non-Council members depending on the committee's purpose. The Council Chair makes all Council committee appointments unless specifically stated otherwise. Council committee meetings shall comply with the Open Meetings Act. A Council committee may not take final action on behalf of the Council - it may only make recommendations to the Council.

### Special Council Committees

A special committee may be created for specific purposes or to investigate special issues. A special committee is automatically dissolved after presenting its final report to the Council or at the Council's discretion.

### Standing Council Committees

A standing committee is created for an indefinite term although its members will fluctuate. Standing committees are:

1. Council Policy Committee. This committee researches policy issues, and provides information and recommendations to the Council.
2. Parent-Teacher Advisory Committee. This committee assists in the development of student behavior policy and procedure, and provides information and recommendations to the Board. Its members are parents/guardians and teachers, and may include persons whose expertise or experience is needed. The committee reviews such issues as administering medication in the schools, reciprocal reporting between the Joint Agreement and local law enforcement agencies regarding criminal offenses committed by students, student discipline, disruptive classroom behavior, school bus safety procedures, and the dissemination of student conduct information.
3. Behavioral Interventions Committee. This committee develops and monitors procedures for using behavioral interventions in accordance with Board policy 7:230, *Misconduct by Students with Disabilities*, and provides information and recommendations to the Board. At the Council Chair's discretion, the Parent-Teacher Advisory Committee shall perform the duties assigned to the Behavioral Interventions Committee.
4. Finance Committee. This committee reviews the Joint Agreement's finances and financial policies and procedures, assists in the determination of necessary reserve amounts, and makes recommendations to the Council as needed.

Nothing in this policy limits the authority of the Director or designee to create and use committees that report to him or her or to other staff members.

LEGAL REF.: 5 ILCS 120/.

105 ILCS 5/10-20.14 and 5/14-8.05.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Council Officers), 2:200 (Types of Council Meetings), 2:240 (Council Policy Development), 7:190 (Student Behavior), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: January 13, 2016

## 2:160 Council Attorney

The Executive Council may enter into agreements for legal services with one or more attorneys or law firms to be the Council Attorney(s). The Council Attorney represents the Executive Council in its capacity as the governing body for the Joint Agreement. The Council Attorney shall not represent another client if the representation involves a concurrent conflict of interest, unless permitted by the Ill. Rules of Professional Conduct adopted by the Ill. Supreme Court. The Council Attorney serves on a retainer or other fee arrangement as determined in advance. The attorney will:

1. Serve as counselor to the Council and attend Council meetings when requested by the Director or Council Chair;
1. Represent the Joint Agreement in any matter as requested by the Council;
2. Provide written opinions on legal questions as requested by the Director or Council Chair;
3. Approve, prepare, or supervise the preparation of legal documents and instruments and perform such other legal duties as the Executive Council may request; and
4. Be available for telephone consultation.

The Joint Agreement will only pay for legal services that are provided in accordance with the agreement for legal services or are otherwise authorized by this policy or a majority of the Council.

The Director, his or her designee, and Council Chair, are each authorized to confer with and/or seek the legal advice of the Council Attorney. The Council may authorize a specific member to confer with legal counsel on its behalf.

The Director may authorize the Council Attorney to represent the Joint Agreement in any legal matter until the Council has an opportunity to consider the matter.

The Council retains the right to consult with or employ other attorneys and to terminate the service of any attorney.

LEGAL REF.:Rule 1.7 (Conflict of Interest: Current Clients) and Rule 1.13 (Organization as Client) of the Ill. Rules of Professional Conduct adopted by the Ill. Supreme Court.

CROSS REF.:4:60 (Purchases and Contracts)

ADOPTED:October 14, 2015

## **2:170 Procurement of Architectural, Engineering, and Land Surveying Services**

The Executive Council selects architects, engineers, and land surveyors to provide professional services to the Joint Agreement on the basis of demonstrated competence and qualifications, and in accordance with State law.

LEGAL REF.:

40 U.S.C. §541.

50 ILCS 510/, Local Government Professional Services Selection Act.

105 ILCS 5/10-20.21.

Shively v. Belleville Twp. High Sch. Dist. 201, 329 Ill.App.3d 1156 (5th Dist. 2002), *appeal denied*.

Adopted: July 11, 2018

Tri-Co Special Ed JT Agreement



## 2:200 Types of Executive Council Meetings

### General

For all meetings of the Executive Council and its committees, the Director or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Council. Unless otherwise specified, all meetings are held in the Joint Agreement's main office. Council policy 2:220, *Executive Council Meeting Procedure*, governs meeting quorum requirements.

The Director is designated on behalf of the Council and each Council committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Director may identify other employees to receive the training. Each Council member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

### Regular Meetings

The Council announces the time and place for its regular meetings at the beginning of each fiscal year. The Director shall prepare and make available the calendar of regular Council meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the Joint Agreement's main office and the Council's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.

### Closed Meetings

The Council and Council committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
6. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
7. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
8. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
9. Student disciplinary cases. 5 ILCS 120/2(c)(9).
10. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
12. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
13. Self evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
14. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
15. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Council may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Council member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

No final Council action will be taken at a closed meeting.

### Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

### Special Meetings

Special meetings may be called by the Chair or by any 3 members of the Council by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Council members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the Joint Agreement's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Council at any special meeting must be related to a subject on the meeting agenda.

### Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

### Posting on the Joint Agreement Website

In addition to the other notices specified in this policy, the Director or designee shall post the following on the Joint Agreement website: (1) the annual schedule of regular meetings, which shall remain posted until the Council approves a new schedule of regular meetings; (2) a public notice of all Council meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

5 ILCS 140/, Freedom of Information Act.

105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:210 (Organizational Executive Council Meetings), 2:220 (Executive Council Meeting Procedure), 2:230 (Public Participation at Executive Council Meetings and Petitions to the Council), 6:235 (Access to Electronic Networks)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

## **2:210 Organizational Executive Council Meeting**

The Executive Council annually establishes a date for its organizational meeting to be held during September. At the organizational meeting the following shall occur:

1. Each successful candidate, before taking his or her seat on the Council, shall take the oath of office as provided in Council policy 2:80, *Council Member Oath and Conduct*.
2. The new Council members shall be seated.
3. The Council shall elect its officers, who assume office immediately upon their election.
4. The Council shall fix a time and date for its regular meetings.

LEGAL REF.: 10 ILCS 5/2A-1 et seq.

105 ILCS 5/10-5, 5/10-16, and 105 ILCS 5/10-16.5.

CROSS REF.: 2:30 (Executive Council Elections), 2:110 (Qualifications, Term, and Duties of Council Officers), 2:200 (Types of Executive Council Meetings), 2:220 (Executive Council Meeting Procedure), 2:230 (Public Participation at Executive Council Meetings and Petitions to the Council)

ADOPTED: October 11, 2017

Tri-Co Special Ed JT Agreement

## 2:220 Executive Council Meeting Procedure

### Agenda

The Executive Council Chair is responsible for focusing the Council meeting agendas on appropriate content. The Director shall prepare agendas in consultation with the Council Chair. The Chair shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Council action. Upon the request of any Council member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.

Each Council meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Items submitted by Council members to the Director or the Chair shall be placed on the agenda for an upcoming meeting. Joint Agreement residents may suggest inclusions for the agenda. Discussion items may be added to the agenda upon unanimous approval of those Council members present. The Council will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Director shall provide a copy of the agenda, with adequate data and background information, to each Council member at least 48 hours before each meeting, except a meeting held in the event of an emergency. Council members are expected to read the information provided and, if necessary, to contact the Director to request additional information to assist them in their decision-making responsibilities. The meeting agenda shall be posted in accordance with Council policy 2:200, *Types of Executive Council Meetings*.

The Council Chair shall determine the order of business at regular Council meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

### Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Council, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, however, is not counted in determining whether a measure has been passed by the Council, unless otherwise stated in law. The Council member making the motion shall vote first.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Council's minutes. An individual Council member may request that a roll call vote be taken on any other matter; the Chair or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

Any Council member may request that his or her vote be changed before the Chair announces the result.

Any Council member may include a written explanation of his or her vote in the Joint Agreement file containing individual Council member statements; the explanation will not be part of the minutes.

### Minutes

The Council Secretary shall keep written minutes of all Council meetings (whether open or closed), which shall be signed by the Chair and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Council members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted "yea" and "nay";
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Council member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Council for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

At least semi-annually in an open meeting, the Council: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) decides which, if any, no longer require confidential treatment and are available for public inspection. The Council may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release.

The Council's meeting minutes must be submitted to the Council Treasurer at such times as the Treasurer may require.

The official minutes are in the custody of the Council Secretary. Open meeting minutes are available for inspection during regular office hours within 10 days after the Council's approval; they may be inspected in the Joint Agreement's main office, in the presence of the Secretary, the Director or designee, or any Council member.

Minutes from closed meetings are likewise available, but only if the Council has released them for public inspection, except that Council members may access closed session minutes not yet released for public inspection (1) in the Joint Agreement's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Director or designated administrator, or any elected Council member. The minutes, whether reviewed by members of the public or the Council, shall not be removed from the Joint Agreement's administrative offices or their official storage location except by vote of the Council or by court order.

The Council's open meeting minutes shall be posted on the Joint Agreement website within 10 days after the Council approves them; the minutes will remain posted for at least 60 days.

### Verbatim Record of Closed Meetings

The Director, or the Council Secretary when the Director is absent, shall audio record all closed meetings. If neither is present, the Council Chair or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Director shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Council for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained within the Joint Agreement's main office.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Council approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Council members may access verbatim recordings in the presence of the Recording Secretary, the Director or designated administrator, or any elected Council member. Access to the verbatim recordings is available at the Joint Agreement's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Director or Council President. While a Council member is listening to a verbatim recording, it shall not be re-recorded or removed from the Joint Agreement's main office or official storage location, except by vote of the Council or by court order.

Before making such requests, Council members should consider whether such requests are germane to their responsibilities or service to Joint Agreement. In the interest of encouraging free and open expression by Council members during closed meetings, the recordings of closed meetings should not be used by Council members to confirm or dispute the accuracy of recollections.

### Quorum and Participation by Audio or Video Means

A quorum of the Council must be physically present at all Council meetings. A majority of the full membership of the Council constitutes a quorum.

Provided a quorum is physically present, a Council member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or Joint Agreement business, or (3) a family or other emergency. If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Director at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Director will inform the Council Chair and make appropriate arrangements. A Council member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Council meeting including voting on any item.

#### Rules of Order

Unless State law or Council-adopted rules apply, the Council Chair, as the presiding officer, will use Robert's Rules of Order, Newly Revised (11th Edition), as a guide when a question arises concerning procedure.

#### Broadcasting and Recording Council Meetings

Any person may record or broadcast an open Council meeting. Special requests to facilitate recording or broadcasting an open Council meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Director at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Council members, other meeting participants, or members of the public. The Council Chair may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

#### LEGAL REF.:

5 ILCS 120/2a, 120/2.02, 120/2.05, and 120/2.06.

105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:150 (Committees), 2:200 (Types of Executive Council Meetings, 2:210 (Organizational Executive Council Meeting), 2:230 (Public Participation at Executive Council Meetings and Petitions to the Council)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

**2:220-E1 Exhibit - Council Treatment of Closed Meeting Verbatim Recordings and Minutes**

The following procedures govern the verbatim audio recordings and minutes of Executive Council meetings that are closed to the public.

Actor	Action
<p><i>Before any Council meeting:</i></p> <p>Director or designee</p>	<p>Arranges to have an audio recording device with extra recording tapes and a back-up audio recording device in the Council meeting room during every Council meeting regardless of whether a closed meeting is scheduled.</p> <p>The Council may close a portion of a public meeting without prior notice; it cannot, however, have a closed meeting unless it can record the session.</p>
<p><i>Before a closed meeting:</i></p> <p>Council Chair or presiding officer</p>	<p>On the closed meeting date: (1) convenes an open meeting, (2) requests a motion to adjourn into closed meeting making sure the reason for the meeting is identified in the motion, (3) takes a roll call vote, (4) asks that the minutes record the vote of each member present and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act authorizing the closed meeting (5 ILCS 120/2a), and (5) adjourns the open meeting.</p>
<p><i>Before a closed meeting:</i></p> <p>Director or Council Secretary</p>	<p>Immediately before a closed meeting, tests and activates the audio recording device.</p>
<p><i>During a closed meeting:</i></p> <p>Council Chair or presiding officer</p>	<p>Convenes the closed meeting stating:</p> <p>Seeing a quorum of the Council of Education gathered today, ___ date, at ___ o'clock, at ___ location, for the purpose of holding a closed meeting in order to confidentially discuss ___, I call the meeting to order. In order to record who is present, I request that each individual state his or her name and position with the Joint Agreement.</p> <p>Limits discussion to the topics that were included in the motion to go into a closed meeting.</p> <p>The failure to immediately call a person out-of-order who strays from the purposes included in the motion may result in an appearance of acquiescence. This responsibility to call a person out-of-order falls on each Council member in the event of the Chair's failure.</p> <p>Once the closed meeting is finished, announces a return to an open meeting or adjournment, and states the time.</p>
<p><i>After a closed meeting:</i></p> <p>Director, Recording Secretary, or Council Secretary</p>	<p><b>For Verbatim Recordings:</b></p> <p>Takes possession of the audio recording of the closed meeting and labels it with identification information, specifically the date and items discussed.</p> <p>Adds the identification information contained on the audio recording's label to a cumulative list of closed meeting recordings.</p> <p>As soon as possible, puts the recording of the closed meeting in the previously identified secure location for storing recordings of closed meetings.</p> <p>Upon request of a Council member:</p> <ol style="list-style-type: none"> <li>1. Provides access to the verbatim recordings minutes at a reasonable time and place without disrupting Joint Agreement operations;</li> <li>2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the Joint Agreement:             <ol style="list-style-type: none"> <li>a. The Recording Secretary,</li> <li>b. The Director or designated administrator, or</li> <li>c. Any elected Council member; and</li> </ol> </li> <li>3. Logs the access to the recordings in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>.</li> </ol> <p><b>For Closed Meeting Minutes:</b></p> <p>Prepares written closed meeting minutes that include:</p> <ul style="list-style-type: none"> <li>• The date, time, and place of the closed meeting</li> <li>• The Council members present and absent</li> <li>• A summary of discussion on all matters proposed or discussed</li> <li>• The time the closed meeting was adjourned</li> </ul> <p>Upon request of a Council member:</p> <ol style="list-style-type: none"> <li>1. Provides access to the closed session minutes at a reasonable time and place without disrupting Joint Agreement operations;</li> <li>2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the Joint Agreement:             <ol style="list-style-type: none"> <li>a. The Recording Secretary,</li> <li>b. The Director or designated administrator, or</li> <li>c. Any elected Council member; and</li> </ol> </li> <li>3. Logs the access in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>.</li> </ol>
<p><i>After a closed meeting:</i></p> <p>Executive Council</p>	<p>Approves the previous closed meeting minutes at the next open meeting.</p>
	<p>Prepares a recommendation concerning the continued need for confidential treatment of closed meeting minutes: includes this recommendation in the</p>

<p><i>In preparation for the semi-annual review:</i></p> <p>Director or designee</p>	<p>packet for the meeting in which the Council will conduct its semi-annual review.</p> <p>This step is in preparation of the Council's meeting to decide whether the need for confidential treatment of specific closed meeting minutes continues to exist.</p> <p>If the Council wants to discuss closed meeting minutes in closed session, places "review of unreleased closed meeting minutes" on a closed meeting agenda.</p> <p>Places "result of Council's review of unreleased closed meeting minutes" as an item on a subsequent open meeting agenda.</p>
<p><i>In preparation for the semi-annual review:</i></p> <p>Individual Council members</p>	<p>Before the meeting in which the Council will conduct its semi-annual review, examines the material supplied by the Director.</p> <p>Individual Council members should consider: (1) the Director's recommendation, (2) the recommendation of the Council Attorney, (3) other Council members' opinions, (4) the minutes themselves, and/or (5) whether the minutes would be exempted from public disclosure under the Illinois Freedom of Information Act.</p>
<p><i>During the semi-annual review:</i></p> <p>Executive Council</p>	<p>The Council decides in open session whether: (1) the need for confidentiality still exists as to all or part of closed meeting minutes, or (2) the minutes or portions thereof no longer require confidential treatment and are available for public inspection.</p> <p>The Council may have an earlier meeting in closed session to discuss the continued need for confidential treatment.</p>
<p><i>After the semi-annual review:</i></p> <p>Director or designee</p>	<p>Re-labels and re-files closed meeting minutes as appropriate.</p>
<p><i>Monthly:</i></p> <p>Council Chair</p>	<p>Adds "destruction of closed meeting audio recording" as an agenda item to an upcoming open meeting.</p>
<p><i>Monthly:</i></p> <p>Executive Council</p>	<p>Approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist.</p>

LEGAL REF.:5 ILCS 120/1 et seq.

DATED: December 14, 2016

**Motion to Adjourn to Closed Meeting**

Date:	Time:
Location:	

A motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_, to adjourn to closed meeting to discuss:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Joint Agreement or legal counsel for the Joint Agreement, including hearing testimony on a complaint lodged against an employee or against legal counsel for the Joint Agreement to determine its validity. 5 ILCS 120/2(c)(1).
- Collective negotiating matters between the Joint Agreement and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
- The selection of a person to fill a public office, including a vacancy in a public office, when the Joint Agreement is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the Joint Agreement is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
- Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
- The purchase or lease of real property for the use of the Joint Agreement, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
- The setting of a price for sale or lease of property owned by the Joint Agreement. 5 ILCS 120/2(c)(6).
- The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
- Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8), amended by P.A. 99-235.
- Student disciplinary cases. 5 ILCS 120/2(c)(9).
- The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- Litigation, when an action against, affecting or on behalf of the particular Joint Agreement has been filed and is pending before a court or administrative tribunal, or when the Joint Agreement finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the Joint Agreement or any intergovernmental risk management association or self insurance pool of which the Joint Agreement is a member. 5 ILCS 120/2(c)(12).
- Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the Joint Agreement is a member. 5 ILCS 120/2(c)(16).
- Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

**Closed Meeting Roll Call:**

"Yeas"	"Nays"
--------	--------

**Motion:**  Carried  Failed

DATED: January 13, 2016



**Closed Meeting Minutes**

Date:	Time:
Location:	
Name of person(s) taking and recording the minutes:	
Name of person presiding:	
Members in attendance:  1. 2. 3. 4. 5. 6. 7.	Members absent:  1. 2. 3.
<b>Summary of the discussion on all matters:</b>	
<b>Time of adjournment or return to open meeting:</b>	
<i>The Executive Council, during its semi-annual review of closed session minutes, has decided these minutes no longer need confidential treatment.</i>	
<input type="checkbox"/> These minutes are available for public inspection as of: _____ . (Date)	

DATED: October 12, 2011

**2:220-E4 Exhibit - Open Meeting Minutes**

**Meeting Minutes Protocol**

1. Meeting minutes are the permanent record of the proceedings during a Executive Council meeting. All Council action must be recorded in the minutes; thus, the minutes focus on Council action.
2. The minutes only include information provided at the meeting. Information may not be corrected or updated in the minutes unless it was discussed at the meeting.
3. Minutes include a summary of the Council's discussion on an agenda topic; the minutes do not state what is said verbatim. The minutes do not repeat the same point made by different individuals. If appropriate, the minutes include a brief background and an explanation of the circumstances surrounding an issue discussed. The minutes do not include the names of members making specific points during discussion. Requests from individual Council members to include their vote or an opinion are handled according to Council policy 2:220, *Executive Council Meeting Procedure*.
4. The minutes include the topic of reports that are made to the Council including reports from the Director or a Council committee. Written reports are filed with the minutes but do not become part of the minutes.
5. The minutes note when a member is not present for the entire meeting due to late arrival and/or early departure.
6. Although items may be considered by the Council in a different order than appeared on the agenda, items in the minutes are generally recorded in the same order as they appeared on the agenda. When a meeting is reconvened on a different date, the minutes must describe what happened on each meeting date.
7. The minutes should be recorded in an objective but positive/constructive tone. Answers and explanations, rather than questions, are recorded. Writing style, including choice of words and sentence structure, is at the discretion of the individual recording the minutes.
8. The minutes include individuals' names who speak during the meeting's public participation segment as well as the topics they address. All written documents presented at a Council meeting are filed with the minutes but do not become part of the minutes.
9. The following template generally governs meeting minutes.

**Open Meeting Minutes**

Date:	Time:
Location:	
Type of meeting: <input type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Reconvened or rescheduled <input type="checkbox"/> Emergency	
Name of person taking the minutes:	
Name of person presiding:	
Members in attendance:  1. 2. 3. 4. 5. 6. 7.	Members absent:  1. 2. 3.

**Approval of Agenda**

List any items removed from the consent agenda:
Motion made by:
Motion: <input type="checkbox"/> To approve
<input type="checkbox"/> To add items as follows: <i>(No action may be taken on new agenda items.)</i>

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

**Approval of Previous Meeting Minutes** *(Needed only if this item is not on the consent agenda.)*

Minutes from the Council meeting held on:

Motion made by:

Motion:  To approve

To approve subject to incorporation of the following amendment(s):

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

**Approval of Items on Consent Agenda** *(Delete if the Council does not use a consent agenda.)*

Summary of discussion:

Motion to approve the consent agenda made by:

Motion seconded by: \_\_\_\_\_

Roll Call: *(Needed when consent agenda contains an item involving the expenditure of money.)*

"Yeas"

"Nays"

Action:  Passed  Failed

**Public Comments** *(Reproduce this section for each individual making a comment.)*

The following individual appeared and commented on the topic noted below: *(Include the title of any documents presented to the Council.)*

Name:

Topic:

**Remaining Agenda Items** *(Reproduce this section for each agenda item.)*

Agenda item:

Summary of discussion:

Motion made by:

Motion to:

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

*(If a roll call vote occurred, record the vote of individual Council members.)*

"Yeas"

"Nays"

**If Applicable, Approval of Motion to Adjourn to Closed Meeting** *(Insert 2:220-E2, Motion to Adjourn to Closed Meeting.)*

**Approval of Motion to Adjourn**

Motion to adjourn made by:

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

Time of adjournment:

**Post-Meeting Action**

Date minutes approved:

Date minutes were available for public inspection:

Date minutes were posted on Joint Agreement website:

DATED: October 12, 2011

**2:220-E5 Exhibit - Semi-Annual Review of Closed Meeting Minutes**

Logging and Review Process

Step 1. The Council Secretary or Recording Secretary maintains a log of the closed meeting minutes that are unavailable for public inspection. The meeting minutes are logged according to the reason the Council held the closed meeting. 2:220-E6, *Log of Closed Meeting Minutes*.

Step 2. The Council meets in closed session to review the log of unreleased closed meeting minutes. The Council or Recording Secretary brings a copy of all unreleased closed meeting minutes and, if requested, allows Council members to review the actual minutes. The Council identifies which closed meeting minutes or portions thereof no longer need confidential treatment. Use *Report Following the Council's Semi-Annual Review of Closed Meeting Minutes*, below.

Step 3. At least semi-annually in an open meeting, the Council takes action to release for public inspection those minutes, or portions thereof, no longer needing confidential treatment. Use *Action to Accept*, below. Closed meeting minutes will not be released for public inspection if confidential treatment is needed to protect the public interest or the privacy of an individual, including: (1) student disciplinary cases or other matters relating to an individual student, and (2) personnel files and employees' and Council members' personal information.

Step 4. The Board or Recording Secretary: (1) updates the log of unreleased closed meeting minutes to remove any minutes that the Board made available for public inspection; (2) makes a notation on any applicable closed meeting minutes of the Board's action to release it or a portion of it for public inspection; (3) continues to log new closed meeting minutes that the Board has not released for public inspection (2:220-E6, *Log of Closed Meeting Minutes*), and (4) maintains logs for access to closed session minutes pursuant to 5 ILCS 120/2.06(e), amended by P.A. 99-515.

Report Following the Council's Semi-Annual Review of Closed Meeting Minutes

The Executive Council met on \_\_\_\_\_ in closed session to conduct its semi-annual review of closed meeting minutes that have not been released for public inspection.

The closed meeting minutes, or portions thereof, from the following dates no longer require confidential treatment: *(insert closed meeting dates)*


The need for confidentiality still exists as to all remaining closed meeting minutes to protect an individual's privacy or the Joint Agreement's interests.

Action to Accept the Council's Semi-Annual Review of Closed Meeting Minutes

Open meeting date:
Motion to approve the Council's semi-annual review of unreleased closed meeting minutes and to release for public inspection those minutes, or portions thereof, that the Council identified as no longer needing confidential treatment made by:
Motion seconded by:
Action: <input type="checkbox"/> Passed <input type="checkbox"/> Failed

DATED: December 14, 2016

**2:220-E6 Exhibit - Log of Closed Meeting Minutes**

The purpose of this log is to facilitate the Council's semi-annual review of closed meeting minutes. See 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*.

The Council Secretary or Recording Secretary shall maintain a list of closed meeting minutes, arranged according to the reason for the closed meeting, that have not been released for public inspection.

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s) or District legal counsel; however, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 99-646.			
Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).			
Selection of a person to fill a vacancy on the Council. 5 ILCS 120/2(c)(3).			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4).			
Purchase or lease of real property. 5 ILCS 120/2(c)(5).			
Setting of a price for sale or lease of Joint Agreement property. 5ILCS 120/2(c)(6).			
Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).			
Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8).			
Student disciplinary cases. 5 ILCS 120/2(c)(9). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			
Any matter involving an individual student. 5 ILCS 120/2(c)(10). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			
Litigation, when an action against, affecting, or on behalf of the Joint Agreement has been filed and is pending before a court or administrative tribunal, or when the Council finds that an action is probable or imminent. 5 ILCS 120/2(c)(11).			
Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the Joint Agreement or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12).			
Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16).			
Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21).			
Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).			



**2:220-E7 Exhibit - Access to Closed Meeting Minutes and Verbatim Recordings**

The Board must allow its duly elected officials or appointed officials filling a vacancy of an elected office access to closed session minutes and verbatim recordings (5 ILCS 120/2.06(e)), amended by P.A. 99-515. The following subheads implement the logistics of granting this access.

Access to Closed Meeting Minutes

Duplicate this section for each grant of access to closed meeting minutes.

Date:		Time:		Storage Location:	
Name of person(s) responsible for storing the closed meeting minutes:					
<input type="checkbox"/> <b>Access granted</b>					
Date access occurred:		Start time:		End time:	
Requesting Board member's name <i>(Please print)</i> In the presence of: <i>(Check appropriate box and insert name on line.)</i> <input type="checkbox"/> Recording Secretary <input type="checkbox"/> Director or designated administrator <input type="checkbox"/> Elected Board member					

**For requesting Board member:** *(Read the following and sign below.)*

While the Open Meetings Act does not provide a cause of action against me or the Board for disclosing closed session discussions (Swanson v. Board of Police Commissioners, 555 N.E. 2d 35 (1990)), I acknowledge and understand that any disclosures by me of information in the closed session minutes not yet released to the public could subject me to a possible civil action alleging that I created harm to another, i.e., an intentional tort(s).

Requesting Board Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Verbatim Recording Access

Duplicate this section for each grant of access to verbatim recordings.

Date:		Time:		Storage Location:	
Name of person(s) responsible for storing the verbatim recording:					
<input type="checkbox"/> <b>Access granted</b>					
Date access occurred:		Start time:		End time:	
Requesting Board member's name <i>(Please print)</i> In the presence of: <i>(Check appropriate box and insert name on line.)</i> <input type="checkbox"/> Recording Secretary <input type="checkbox"/> Director or designated administrator <input type="checkbox"/> Elected Board member					
<input type="checkbox"/> <b>Access denied</b> <input type="checkbox"/> <b>Access unavailable.</b> Verbatim recording requested is older than 18 months and was destroyed pursuant to 5 ILCS 120/2.06(c).					

**For requesting Board member:** *(Read the following and sign below.)*

While the Open Meetings Act does not provide a cause of action against me or the Board for disclosing closed session discussions (Swanson v. Board of Police Commissioners, 555 N.E. 2d 35 (1990)), I acknowledge and understand that any disclosures by me of information in the verbatim recordings could subject me to a possible civil action alleging that I created harm to another, i.e., an intentional tort(s).

Requesting Board Member Signature \_\_\_\_\_ Date \_\_\_\_\_

DATED: December 14, 2016



**2:220-E8 Exhibit - Governing Board Records Maintenance Requirements and FAQs**

Open Meetings Act

The Open Meetings Act (OMA) requires public bodies to "keep written minutes of all their meetings, whether open or closed, and a verbatim record of all their closed meetings in the form of an audio or video recording." 5 ILCS 120/2.06(a). Minutes must include, but are not limited to: (1) the date, time, and place of the meeting; (2) the members of the public body recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and (3) a summary of discussion on all matters proposed, deliberated, or decided, and record of any votes taken. Id.

The remainder of Section 2.06 addresses the approval of open meeting minutes, the treatment of verbatim recordings of closed meetings, the semi-annual review of closed meeting minutes, the confidential nature of closed meeting minutes, and the right of persons to address public officials under rules established and recorded by the public body. The requirements of Section 2.06, as well as OMA requirements pertaining to Board agendas, are included in policy 2:220, *School Board Meeting Procedure*.

Exhibit 2:220-E3, *Closed Meeting Minutes*, provides a sample template for keeping closed meeting minutes that incorporates the requirements of Section 2.06 of OMA. It also includes an area to designate if the Board has determined, pursuant to Section 2.06(d), that the closed meeting minutes no longer need confidential treatment.

Exhibit 2:220-E4, *Open Meeting Minutes*, contains an open meeting minute's protocol that incorporates the requirements of Section 2.06 of OMA. It also provides a sample template for keeping open meeting minutes.

Exhibit 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*, contains a process for implementing the semi-annual review of closed meeting minutes, and exhibit 2:220-E6, *Log of Closed Meeting Minutes*, is designed to facilitate this semi-annual review.

Local Records Act

The Local Records Act (LRA) provides that public records, including "any book, paper, map, photograph, digitized electronic material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connections with the transaction of public business and preserved or appropriate for preservation by such agency or officer" must be preserved unless the State Local Records Commission has given permission to destroy those records. 50 ILCS 205/3 and 7. Board records, including agendas, meeting packets and meeting minutes, fall into this definition.

Public bodies located in Cook County must work with the Local Records Commission of Cook County to determine how long they must retain public records. Public bodies located outside of Cook County must work with the Downstate Local Records Commission to determine how long they must retain public records.

Policy 2:250, *Access to Joint Agreement Public Records*, contains a subhead entitled **Preserving Public Records** which provides as follows:

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the Joint Agreement's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), Joint Agreement auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

See the sample policy, 2:200, *School Board Meeting Procedure*, for all relevant footnotes. Also see administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*, for recommendations regarding school Joint Agreement records retention protocols and links to web-based record management resources.

Open Meeting Minutes

Are you required to approve them?	Must they be semi-annually reviewed?	May you release them to the public?	May you destroy them?
Yes, within 30 days or at the next subsequent meeting, whichever is later.  <i>A public body shall approve the minutes of its open meeting within 30 days after that meeting or at the public body's second subsequent regular meeting, whichever is later.</i> 5 ILCS 120/2.06(b).	No.  Unlike the closed meeting requirement, OMA does not contain semi-annual review requirements for open meeting minutes.	Yes, must within ten days after minutes are approved.  <i>The minutes of meetings open to the public shall be available for public inspection within 10 days after the approval of such minutes by the public body. Beginning July 1, 2006, at the time it complies with other requirements of this subsection, a public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 10 days after the approval of the minutes by the public body. Beginning July 1, 2006, any minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting.</i> 5 ILCS 120/2.06(b).	No.  There is no OMA provision permitting the destruction of open meeting minutes, and <b>they must be preserved unless the State Local Records Commission has given permission to destroy them.</b>  If a public body would like to destroy open meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that the Local Records Commission would approve of their destruction.

Open Meeting Verbatim Recordings

Are you required to approve them?	Must they be semi-annually reviewed?	May you release them to the public?	May you destroy them?
No.  OMA does not require public bodies to approve verbatim recordings of open meetings.	No.  Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings. OMA does not contain semi-annual review requirements for open meeting verbatim recordings.	Yes.  Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings. If a public body makes verbatim recordings of open meetings, then such recordings are subject to public disclosure pursuant to the Freedom of Information Act (5 ILCS 140/).	Possibly.  If a public body would like to destroy open meeting verbatim recordings, then it must comply with the LRA and work with its Local Records Commission.

Closed Meeting Minutes

Are you required to approve them?	Must they be semi-annually reviewed?	May you release them to the public?	May you destroy them?
			No.

<p>Yes.</p> <p>OMA does not directly state public bodies are required to approve closed meeting minutes, nor does it set a time frame for such approval. However, OMA Section 2.06(d) requires public bodies to meet at least semi-annually to "review minutes of all closed meetings." 5 ILCS 120/2.06(d).</p> <p>Moreover, OMA Section 2.06(c) specifically allows the destruction of closed meeting verbatim recordings only if certain conditions are met, one of which is that "the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section." 5 ILCS 120/2.06(c)(2). Both of these tasks would be difficult to achieve if closed meeting minutes were not first approved.</p> <p>One practice is to approve closed meeting minutes within the same time frame that open meeting minutes are approved - within 30 days of the meeting or at the next subsequent meeting, whichever is later.</p>	<p>Yes.</p> <p><i>Each public body shall periodically, but not less than semi-annually, meet to review all existing minutes of all prior closed meetings (this includes records from all time that the board has been in existence). At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. 5 ILCS 120/2.06(d).</i></p>	<p>Yes, if prerequisites are met.</p> <p><i>Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. 5 ILCS 120/2.06(f).</i></p>	<p>There is no OMA provision permitting the destruction of closed meeting minutes, and <b>they must be preserved unless the State Local Records Commission has given permission to destroy them.</b></p> <p>In addition, per OMA Section 2.06(f), as amended by P.A. 99-515:</p> <p><i>No minutes of meetings closed to the public shall be removed from the public body's main office or official storage location, except by vote of the public body or by court order. 5 ILCS 120/2.06(f).</i></p> <p>If a public body would like to destroy closed meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that the Local Records Commission would approve of their destruction.</p>
--	--	---	--

Closed Meeting Verbatim Recordings

Are you required to approve them?	Must they be semi-annually reviewed?	May you release them to the public?	May you destroy them?
No. OMA does not require approval of closed meeting verbatim recordings.	No. OMA does not require semi-annual review of closed meeting verbatim recordings.	<p>Possibly but unlikely.</p> <p><i>Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act. 5 ILCS 120/2.06(e).</i></p> <p>But see <u>Kodish v. Oakbrook Terrace Fire Protection Cooperative</u> (235 F.R.D. 447 (N.D. IL. 2006)), where a federal Cooperative court ordered that closed meeting verbatim recordings be disclosed to the Plaintiff in discovery because his primary claim was brought under federal law.</p>	<p>Yes, after 18 months if prerequisites are met.</p> <p><i>The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after: 1.) the public body approves the destruction of a particular recording; and 2.) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section. 5 ILCS 120/2.06(c).</i></p> <p>In addition, per OMA Section 2.06(f), as amended by P.A. 99-515:</p> <p><i>No verbatim recordings shall be recorded or removed from the public body's main office or official storage location, except by vote of the public body or by court order. 5 ILCS 120/2.06(e).</i></p>

DATED: December 14, 2016

## 2:230 Public Participation at Executive Council Meetings and Petitions to the Council

For an overall minimum of 30 minutes during each regular and special open meeting, any person may comment to or ask questions of the Executive Council (*public participation*), subject to the reasonable constraints established and recorded in this policy's guidelines below. During public participation, there will be a 20-minute minimum total length of time for any one subject. When public participation takes less time than these minimums, it shall end.

To preserve sufficient time for the Council to conduct its business, any person appearing before the Council is expected to follow these guidelines:

1. Address the Council only at the appropriate time as indicated on the agenda and when recognized by the Council Chair.
2. Identify oneself and be brief. Ordinarily, the time for any one person to address the Council during public participation shall be limited to five minutes. In unusual circumstances, and when an individual has made a request to speak for a longer period of time, the person may be allowed to speak for more than five minutes.
3. Observe, when necessary and appropriate, the:
  - a. Shortening of the time for each person to address the Council during public participation to conserve time and give the maximum number of people an opportunity to speak;
  - b. Expansion of the overall minimum of 30 minutes for public participation and/or the 20-minute minimum total length of time for any one subject; and/or
  - c. Determination of procedural matters regarding public participation not otherwise covered in Council policy.
4. Conduct oneself with respect and civility toward others and otherwise abide by Council policy 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Council shall be presented to the Council in the next regular Council packet.

### LEGAL REF.:

5 ILCS 120/2.06, Open Meetings Act.

105 ILCS 5/10-6 and 5/10-16.

CROSS REF.:2:220 (Executive Council Meeting Procedure), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

Adopted: August 21, 2019

## **2:240 Council Policy Development**

The Executive Council governs using written policies. Written policies ensure legal compliance, establish Council processes, articulate Joint Agreement ends, delegate authority, and define operating limits. Council policies also provide the basis for monitoring progress toward Joint Agreement ends.

### Policy Development

Anyone may propose new policies, changes to existing policies, or deletion of existing policies. Staff suggestions should be processed through the Director. Suggestions from all others should be made to the Council Chair or the Director.

A Council Policy Committee will consider all policy suggestions and provide information and recommendations to the Council.

The Director is responsible for: (1) providing relevant policy information and data to the Council, (2) notifying those who will implement or be affected by or required to implement a proposed policy and obtaining their advice and suggestions, and (3) having policy recommendations drafted into written form for Council deliberation. The Director shall seek the counsel of the Council Attorney when appropriate.

### Policy Adoption and Dissemination

Policies or policy revisions will not be adopted at the Council meeting at which they are first introduced, except when: (1) appropriate for a consent agenda because no Council discussion is required, or (2) necessary or prudent in order to meet emergency or special conditions or to be legally compliant. Further Council consideration will be given at a subsequent meeting(s) and after opportunity for community input. The adoption of a policy will serve to supersede all previously adopted policies on the same topic.

The Council policies are available for public inspection in the Joint Agreement's main office during regular office hours. Copy requests should be made pursuant to Council policy 2:250, *Access to Joint Agreement Public Records*.

### Council Policy Review and Monitoring

The Council will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required. The Council may use an annual policy review and monitoring calendar.

### Director Implementation

The Council will support any reasonable interpretation of Council policy made by the Director. If reasonable minds differ, the Council will review the applicable policy and consider the need for further clarification.

In the absence of Council policy, the Director is authorized to take appropriate action.

### Suspension of Policies

The Council, by a majority vote of members present at any meeting, may temporarily suspend a Council policy except those provisions that are controlled by law or contract. The failure to suspend with a specific motion does not invalidate the Council action.

LEGAL REF.:

105 ILCS 5/10-20.5.

CROSS REF.:2:150 (Committees), 2:250 (*Access to Joint Agreement Public Records*), 3:40 (Director)

Adopted: August 21, 2019

**2:240-E1 Exhibit - PRESS Issue Updates**

This procedure is for **PRESS** subscribers. For subscribers to **PRESS Plus**, IASB's full-maintenance policy update service, the update instructions that arrive with a paid **PRESS Plus** subscription provide further guidance.

Actor	Action
Director	<p>Manages the process for the Council to receive <b>PRESS</b> updates to policies.</p> <p>Manages the Board's compliance with the Open Meetings Act. Ensures that, as appropriate, the agendas for the Board Policy Committee and School Board include discussion and list action to consider, adopt, or revise Board policies and Board exhibits.</p> <p>Manages the process for approving new or revised administrative procedures, administrative procedure exhibits, and changes to employee and student handbooks.</p> <p>Communicates all policy and administrative procedure revisions or adoptions, as appropriate, to staff members, parents, students, and community members.</p>
Designated support staff	<p><b>To each member of the Policy Committee (or full Council):</b> Emails or otherwise distributes the following:</p> <ol style="list-style-type: none"> <li>1. <b>PRESS</b> Online Information and Instructions card;</li> <li>2. <b>PRESS Update Memo</b>;</li> <li>3. <b>PRESS</b> Tutorial video link at: <a href="http://www.iasb.com/policy">www.iasb.com/policy</a>;</li> <li>4. Committee worksheets and</li> <li>5. Current Joint Agreement policy in relevant areas.</li> </ol> <p><b>To any other Council member or interested school official:</b> Emails or otherwise distributes numbers 1 through 5, above.</p> <p>As appropriate, includes new and revised policies in the Council meeting packets.</p> <p>After a policy is adopted or revised, updates the Joint Agreement's policy manual master electronic file and adds or updates adoption dates.</p> <p>Archives old policy.</p> <p>Follows district process for updating paper and online manuals.</p> <p>Considers distributing <b>PRESS Update Memo</b> to Building Principals.</p>
Policy Committee (or Full Council)	<p>Considers each <b>PRESS</b> update. Reviews all footnote changes.</p> <p>Decides which changes require Executive Council discussion and which are appropriate as consent agenda items.</p> <p>The following are appropriate for the consent agenda: changes to the Legal References and Cross References, and minor policy edits that do not require Council discussion.</p> <p>Requests review of recommended revisions by the Council Attorney, as appropriate.</p> <p>Presents recommendations regarding <b>PRESS</b> updates to the Council at a regularly scheduled meeting.</p>
Full Council	<p>Conducts a first reading of the policies that are recommended to be updated.</p> <p>During the next regular meeting, conducts a second reading.</p> <p>A second reading allows the Council to hear feedback from interested parties, including staff, parents, students, and community members; however, State law does not require two readings.</p> <p>After the second reading, consider and take action to approve the policies at a duly convened open meeting.</p>
Director, Technical Assistance Supervisors, Building Principals, and supervisory employees	<p>Reads <b>PRESS Update Memo (if applicable)</b>, adopted policies and follows the Director's process for updating administrative procedures, and changes to employee and student handbooks within their assigned building(s).</p>
Anyone	<p>For further clarification, view the online tutorial for <b>PRESS</b>, available at <a href="http://www.iasb.com/policy">www.iasb.com/policy</a>.</p>

DATED: September 14, 2016

2:240-E2 Exhibit - Developing Local Policy

Actor	Action
Anyone (Director, Executive Council member, staff, parent, student, community member, or Council Attorney)	Brings a concern that may necessitate a new policy or a current policy's revision to the attention of the Executive Council.
Director	<p>Confers with the Council Attorney as appropriate.</p> <p>Manages the Council's compliance with the Open Meetings Act. Ensures that, as appropriate, the agendas for the Council Policy Committee and Executive Committee include discussion and action to consider, adopt, or revise Council policies.</p> <p>Manages the process for approving new or revised administrative procedures, and revisions to employee and student handbooks.</p> <p>Communicates all policy and procedure revisions or adoptions as appropriate to staff members, parents, students, and community members.</p>
Policy Committee (or Full Council)	<p><b>First</b>, answers these questions to decide whether new policy language is needed:</p> <ol style="list-style-type: none"> <li>1. Does the IASB Policy Reference Manual provide guidance?</li> <li>2. Is the request something that should be covered in policy (i.e., Council work) or is it something that should be handled by the staff (i.e., staff work)?</li> <li>3. Is it already covered in policy? Checks for policies that cover similar or connected topics using tools such as search engines, Tables of Contents, cross references, and indexes.</li> </ol> <p><b>Second</b>, uses a 4-step process to draft new policy language:</p> <ol style="list-style-type: none"> <li>1. Frames the question and discusses the topic.</li> <li>2. Requests the Director to provide research, including appropriate data, and input from others, such as, those who may be affected by the policy and those who will implement the policy.</li> <li>3. Assesses existing policy and decides whether new or revised policy language is needed.</li> <li>4. Drafts or requests the Director or Council Attorney to draft, language addressing the concern that aligns with the Council's mission, vision, goals, and objectives.</li> </ol> <p><b>Third</b>, decides whether the new language should be included in an existing policy or added as a new policy. Assigns any new policy an appropriate location and number.</p> <p>The <b>PRESS</b> coding system reserves policy numbers ending in a '0' and '5' for <b>PRESS</b> material. Locally developed District policies should use policy numbers ending in 2, 4, 6, or 8.</p>
Full Council	<p>Conducts a first reading of the policy that is recommended for adoption or revision.</p> <p>During the next regular meeting, conducts a second reading.</p> <p>A second reading allows the Council to hear feedback from interested parties, including staff, parents, students, and community members; however, State law does not require two readings.</p> <p>After the second reading, consider and take action to approve the policies at a duly convened open meeting.</p>
Designated support staff	<p>After a policy is adopted or revised, updates the Joint Agreement's policy manual master electronic file and adds adoption dates.</p> <p>Archives previous version of revised policy.</p> <p>Follows Joint Agreement process for updating paper and online manuals.</p>
Director, Technical Assistance Supervisors, Building Principals, and supervisory employees	<p>Reads <b>PRESS Update Memo</b> (if applicable) and adopted policies and follows the Director's process for updating administrative procedures, and changes to employee and student handbooks within their assigned building(s).</p>

DATED: September 14, 2016

## **2:250 Access to Joint Agreement Public Records**

Full access to the Joint Agreement's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Director or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the Joint Agreement's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of the Joint Agreement's response.

### Freedom of Information Officer

The Director shall appoint an employee, who may be himself or herself, to serve as the Joint Agreement's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy.

### Definition

The Joint Agreement's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary material pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the School Joint Agreement.

### Requesting Records

A request for inspection and/or copies of public records must be made in writing and may be submitted by personal delivery, mail, telefax, or email directed to the Joint Agreement's Freedom of Information Officer. Oral requests may be accepted provided personnel are available to handle them. Individuals making a request are not required to state a reason for the request other than to identify when the request is for a commercial purpose or when requesting a fee waiver. The Director or designee shall instruct Joint Agreement employees to immediately forward any request for inspection and copying of a public record to the Joint Agreement's Freedom of Information Officer or designee.

### Responding to Requests

The Freedom of Information Officer shall approve all requests for public records unless:

1. The requested material does not exist;
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; or
3. Complying with the request would be unduly burdensome.

Within five business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA. The Freedom of Information Officer may extend the time for a response for up to five business days from the original due date. If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made, or agree with the person in writing on a compliance period.

The time periods are extended for responding to requests for records made for a *commercial purpose*, requests by a *recurrent requester*, or *voluminous requests*, as those terms are defined in Section 2 of FOIA. The time periods for responding to those requests are governed by Sections 3.1, 3.2, and 3.6 of FOIA.

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request.

### Fees

Persons making a request for copies of public records must pay any and all applicable fees. The Freedom of Information Officer shall establish a fee schedule that complies with FOIA and this policy and is subject to the Board's review. The fee schedule shall include copying fees and all other fees to the maximum extent they are permitted by FOIA, including without limitation, search and review fees for responding to a request for a *commercial purpose* and fees, costs, and personnel hours in connection with responding to a *voluminous request*.

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse the Joint Agreement's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case shall the copying fees exceed the maximum fees permitted by FOIA. If the Joint Agreement's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as the Joint Agreement's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a *voluminous request*, as defined in FOIA.

A fee reduction is available if the person requesting the record states a specific purpose for the request and indicates that a fee reduction is in the public interest by having as its principal purpose the preservation of the general public's health, safety, welfare, or legal rights and is not for the principal purpose of personal or commercial benefit. The Freedom of Information Officer shall set the amount of the reduction, taking into consideration the amount of material requested and the cost of copying it.

### Provision of Copies and Access to Records

A public record that is the subject of an approved access request will be available for inspection or copying at the Joint Agreement's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer.

Some public records are available for immediate access including a description of the process for requesting a public record, and a list of all types or categories of records under its control.

### Preserving Public Records

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the Joint Agreement's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), Joint Agreement auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

LEGAL REF.: 5 ILCS 140/, Illinois Freedom of Information Act.

105 ILCS 5/10-16 and 5/24A-7.1.

820 ILCS 40/11.

820 ILCS 130/5.

CROSS REF.: 2:140 (Communications To and From the Board), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED: July 8, 2015

## 2:260 Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any Joint Agreement Complaint Manager if he or she believes that the Executive Council, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Council policy, or have a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Individuals With Disabilities Education Act, 20 U.S.C. §1400 *et seq.*
5. Title VI of the Civil Rights Act, 42 U.S.C. §2000d *et seq.*
6. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e *et seq.*
7. Sexual harassment (State Officials and Employee Ethics Act, Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972)
8. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
9. Bullying, 105 ILCS 5/27-23.7
10. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
11. Curriculum, instructional materials, and/or programs
12. Victims' Economic Security and Safety Act, 820 ILCS 180
13. Illinois Equal Pay Act of 2003, 820 ILCS 112
14. Provision of services to homeless students
15. Illinois Whistleblower Act, 740 ILCS 174/
16. Misuse of genetic information (Illinois Genetic Information Privacy Act (GIPA), 410 ILCS 513/ and Titles I and II of the Genetic Information Nondiscrimination Act (GINA), 42 U.S.C. §2000ff *et seq.*
17. Employee Credit Privacy Act, 820 ILCS 70/

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians); this includes mediation.

### Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the Joint Agreement will continue with a simultaneous investigation under this policy.

### Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the Joint Agreement's main office is open.

### Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any Joint Agreement Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy 2:260, *Uniform Grievance Procedure*.

### Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student under 18 years of age, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law or this policy, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Director. The Complaint Manager may request an extension of time.

The Director will keep the Council informed of all complaints.

If a complaint contains allegations involving the Director or Executive Council member(s), the written report shall be filed directly with the Council, which will make a decision in accordance with paragraph four of the following section of this policy.

### Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Director shall mail his or her written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Director's decision, the Complainant or the accused may appeal the decision to the Council by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Council.

Within 30 school business days, the Council shall affirm, reverse, or amend the Director's decision or direct the Director to gather additional information. Within five school business days of the Council's decision, the Director shall inform the Complainant and the accused of the Council's action.

For complaints containing allegations involving the Director or Executive Council member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Council shall mail its written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Director or Council. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

### Appointing a Nondiscrimination Coordinator and Complaint Managers



The Director shall appoint a Nondiscrimination Coordinator to manage the Joint Agreement's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

The Director shall appoint at least one Complaint Manager to administer the complaint process in this policy. If possible, the Director will appoint two Complaint Managers, one of each gender. The Joint Agreement's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Director shall insert into this policy and keep current the names, addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers. The Director or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator and Complaint Managers on an annual basis.

**Nondiscrimination Coordinator:**

Staci Hood  
TC Ward School  
200 N. Division Street, Du Quoin, IL 62832  
shood@tcse.us  
618-684-2109

**Complaint Managers:**

Melissa Lingle	Michael Reel
TC Dewey School	TC Central Office
1000 N. Main Street, Anna, IL 62906	1335 N. Cedar Court, Carbondale, IL 62901
mlingle@tcse.us	mreel@tcse.us
618-684-2109	618-684-2109

**LEGAL REF.:**

Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.  
Americans With Disabilities Act, 42 U.S.C. §12101 et seq.  
Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.  
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.  
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.  
Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.  
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq.  
State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a).  
105 ILCS 5/2-3.8, 5/3-10, 5/10-20.7a, 5/10-20.60, 5/10-22.5, 5/22-19, 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.  
Illinois Genetic Information Privacy Act, 410 ILCS 513/.  
Illinois Whistleblower Act, 740 ILCS 174/.  
Illinois Human Rights Act, 775 ILCS 5/.  
Victims' Economic Security and Safety Act, 820 ILCS 180/, 56 Ill.Admin.Code Part 280.  
Equal Pay Act of 2003, 820 ILCS 112/.  
Employee Credit Privacy Act, 820 ILCS 70/.  
23 Ill.Admin.Code §§1.240 and 200.40.

CROSS REF.: 2:105 (Ethics and Gift Ban), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 6:120 (Education of Children with Disabilities), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

Adopted: January 8, 2020



### 3:10 Goals and Objectives

The Director directs the administration in order to manage the Joint Agreement and to facilitate the implementation of a quality educational program in alignment with Executive Council policy 1:30, *Joint Agreement Philosophy*. Specific goals and objectives are to:

1. Provide educational expertise.
2. Plan, organize, implement, and evaluate educational programs that will provide for students' mastery of the Illinois Learning Standards.
3. Meet or exceed student performance and academic improvement goals established by the Council.
4. Develop and maintain channels for communication between the Joint Agreement and community.
5. Develop an administrative procedures manual and handbooks for personnel and students that are in alignment with Council policy.
6. Manage the Joint Agreement's fiscal and business activities to ensure financial health, cost-effectiveness, and protection of the Joint Agreement's assets.
7. Provide for the proper use, reasonable care, and appropriate maintenance of the Joint Agreement's real and personal property, including buildings, equipment, and supplies.

LEGAL REF.:105 ILCS 5/10-16.7, 5/10-21.4, and 5/10-21.4a.

CROSS REF.:1:30 (Joint Agreement Philosophy), 2:20 (Powers and Duties of the Executive Council), 2:130 (Council-Director Relationship), 3:40 (Director), 3:50 (Administrative Personnel Other Than the Director), 3:60 (Administrative Responsibility of the Building Principal), 6:10 (Educational Philosophy and Objectives)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

### 3:30 Chain of Command

The Director shall develop an organizational chart indicating the channels of authority and reporting relationships for school personnel. These channels should be followed, and no level should be bypassed except in unusual situations.

All personnel should refer matters requiring administrative action to the responsible administrator, and may appeal a decision to a higher administrative officer. Whenever possible, each employee should be responsible to only one immediate supervisor. When this is not possible, the division of responsibility must be clear.

CROSS REF.:2:140 (Communications To and From the Council), 3:70 (Succession of Authority), 8:110 (Public Suggestions and Concerns)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

### **3:40 Director**

#### Duties and Authority

The Director is the Joint Agreement's executive officer and is responsible for the administration and management of the Joint Agreement schools in accordance with Executive Council policies and directives, and State and federal law. Joint Agreement management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Director is authorized to develop administrative procedures and take other action as needed to implement Council policy and otherwise fulfill his or her responsibilities. The Director may delegate to other Joint Agreement staff members the exercise of any powers and the discharge of any duties imposed upon the Director by Council policies or by Council vote. The delegation of power or duty, however, shall not relieve the Director of responsibility for the action that was delegated.

#### Qualifications

The Director must be of good character and of unquestionable morals and integrity. The Director shall have the experience and the skills necessary to work effectively with the Council, Joint Agreement employees, students, and the community. The Director shall have a valid administrative license with the Director endorsement issued by the State Educator Preparation and Licensure Board.

#### Evaluation

The Council will evaluate, at least annually, the Director's performance and effectiveness, using standards and objectives developed by the Director and Council that are consistent with the Council's policies and the Director's contract. A specific time should be designated for a formal evaluation session with all Council members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Director shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

#### Compensation and Benefits

The Council and the Director shall enter into an employment agreement that conforms to Council policy and State law. This contract shall govern the employment relationship between the Council and the Director. The terms of the Director's employment agreement, when in conflict with this policy, will control.

LEGAL REF.:105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.

23 Ill.Admin.Code §§1.310, 1.705, and 29.130.

CROSS REF:2:20 (Powers and Duties of the Executive Council), 2:130 (Council-Director Relationship), 2:240 (Council Policy Development), 3:10 (Goals and Objectives)

ADOPTED:July 8, 2015

### **3:50 Administrative Personnel Other Than the Director**

#### Duties and Authority

The Executive Council establishes Joint Agreement administrative and supervisory positions in accordance with the Joint Agreement's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Council, upon the Director's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

#### Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rules.

#### Evaluation

The Director or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Council.

Administrators shall annually present evidence to the Director of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Director.

#### Administrative Work Year

The work year for administrators shall be the same as the Joint Agreement's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Director. All administrators shall be available for work when their services are necessary.

#### Compensation and Benefits

The Council and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Council will consider the Director's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Council no later than the March Council meeting or at such earlier time that will allow the Council to consider contract renewal and nonrenewal issues.

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

LEGAL REF:105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A

23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

CROSS REF:3:60 (Administrative Responsibility of the Building Principal), 5:30 (Hiring Process and Criteria), 5:250 (Leaves of Absence)

ADOPTED:July 8, 2015

### **3:60 Administrative Responsibility of the Building Principal**

#### Duties and Authority

The Executive Council, upon the recommendation of the Director, employs Building Principals as the chief administrators and instructional leaders of their assigned schools, and may employ Assistant Principals. The primary responsibility of a Building Principal is the improvement of instruction. Each Building Principal shall perform all duties as described in State law, as well as such other duties as specified in his or her employment agreement or as the Director may assign, that are consistent with the Building Principal's education and training.

Each Building Principal shall complete State law requirements to be a pre-qualified evaluator before conducting an evaluation of a teacher or assistant principal.

#### Evaluation Plan

The Director or designee shall implement an evaluation plan for Principals that complies with Section 24A-15 of the School Code and relevant Illinois State Board of Education rules. Using that plan, the Director or designee shall evaluate each Building Principal. The Director or designee may conduct additional evaluations.

#### Qualifications and Other Terms and Conditions of Employment

Qualifications and other terms and conditions of employment are found in Board policy 3:50, *Administrative Personnel Other Than the Director*.

#### LEGAL REF.:

10 ILCS 5/4-6.2.

105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15.

105 ILCS 127/.

23 Ill.Admin.Code Parts 35 and 50, Subpart D.

CROSS REF.:3:50 (Administrative Personnel Other Than the Director), 5:250 (Leaves of Absence)

Adopted: August 21, 2019

### **3:62 Staff Supervision**

Joint Agreement personnel are supervised by the Director, Special Education Administrators, or their respective designee. The Joint Agreement and its administrative staff are responsible for the supervision of the special education program housed in its educational facilities. The Member Districts and their administrative staff are responsible for the day-to-day operation and supervision of those programs housed in their facilities. Member Districts directly supervise their own employees.

The Joint Agreement is responsible for providing technical assistance and consultation to Member Districts, their administrators, and teachers regarding special education programs and services, including, without limitation, planning and conducting appropriate in-service activities and classroom visitations.

Adopted: December 12, 2018



**3:70 Succession of Authority**

If the Director, Building Principal, or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Director and submitted to the Executive Council.

CROSS REF.:3:30 (Chain of Command)

ADOPTED:May 10, 2017

Tri-Co Special Ed JT Agreement

Tri-Co Special Ed JT Agreement

#### **4:10 Fiscal and Business Management**

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

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

##### Budget Planning

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

##### Preliminary Adoption Procedures

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

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

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

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

##### Final Adoption Procedures

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

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

The Director or designee shall perform each of the following:

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

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

##### Budget Amendments

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

##### Implementation

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

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

LEGAL REF.:35 ILCS 200/18-55 et seq.

105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.

23 Ill.Admin.Code Part 100.

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

ADOPTED:October 12, 2011

#### 4:15 Identity Protection

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

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

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

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the Joint Agreement is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

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

#### Treatment of Personally Identifiable Information Under Grant Awards

The Director ensures that the Joint Agreement takes reasonable measures to safeguard: (1) *protected personally identifiable information*, (2) other information that a federal awarding agency, pass-through agency or State awarding agency designates as sensitive, such as *personally identifiable information* (PII) and (3) information that the Joint Agreement considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act (30 ILCS 708/).

The Director shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information. The Director shall ensure that employees and contractors responsible for the administration of a federal or State award for the Joint Agreement receive regular training in the safeguarding of sensitive information. Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

LEGAL REF.:

2 C.F.R. §200.303(e).

5 ILCS 179/, Identity Protection Act.

30 ILCS 708/, Grant Accountability and Transparency Act

50 ILCS 205/3, Local Records Act.

105 ILCS 10/, Illinois School Student Records Act.

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

Adopted: January 8, 2020

#### **4:20 Fund Balances**

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

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

Adopted: August 21, 2019

Tri-Co Special Ed JT Agreement

## 4:30 Revenue and Investments

### Revenue

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

### Investments

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

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

### Investment Objectives

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

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

### Authorized Investments

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

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

The term "agencies of the United States of America" includes: (a) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 and Acts amendatory thereto, (b) the federal home loan banks and the federal home loan mortgage corporation, and (c) any other agency created by Act of Congress.
3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and that mature not later than three years from the date of purchase, (b) such purchases do not exceed 10% of the corporation's outstanding obligations, and (c) no more than one-third of the Joint Agreement's funds may be invested in short term obligations of corporations.
5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, school district, the State of Illinois, any other state, or any political subdivision or agency of the State of Illinois or any other state, whether the interest earned is taxable or tax-exempt under federal law. The bonds shall be (a) registered in the name of the municipality, county, or other governmental unit, or held under a custodial agreement at a bank, and (b) rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
7. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by the Joint Agreement or its governing authority.
8. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.
9. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The Joint Agreement may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
10. The Illinois School District Liquid Asset Fund Plus.
11. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of the Joint Agreement, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

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

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

the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to the Joint Agreement's claims to rights to those securities.

- j. The obligations purchased by the Joint Agreement may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.
- k. The custodial bank shall be liable to the Joint Agreement for any monetary loss suffered by the Joint Agreement due to the failure of the custodial bank to take and maintain possession of such securities.

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

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

The Chief Investment Officer and Director shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, 30 ILCS 238/.

#### Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Council will review and approve the list at least annually.

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

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

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

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

#### Collateral Requirements

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

#### Safekeeping and Custody Arrangements

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

#### Controls and Report

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

The Chief Investment Officer shall provide a quarterly investment report to the Council. The report will: (1) assess whether the investment portfolio is meeting the Joint Agreement's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the Joint Agreement, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and credible industry standards for the investment type.

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

#### Ethics and Conflicts of Interest

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

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

#### LEGAL REF.:

30 ILCS 235/, Public Funds Investment Act.

30 ILCS 238/, Ill. Sustainable Investing Act.

105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

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

Adopted: January 8, 2020

#### 4:40 Incurring Debt

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

#### LEGAL REF.:

Securities Act of 1933, 15 U.S.C. §77a et seq.

Securities Exchange Act of 1934, 15 U.S.C. §78a et seq.

17 C.F.R. §240.15c2-12.

Bond Authorization Act, 30 ILCS 305/2

Bond Issue Notification Act, 30 ILCS 352/

Local Government Debt Reform Act, 30 ILCS 350/.

Tax Anticipation Note Act, 50 ILCS 420/.

Adopted: February 14, 2018

Tri-Co Special Ed JT Agreement



#### **4:45 Insufficient Fund Checks and Debt Recovery**

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

#### Delinquent Debt Recovery

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

LEGAL REF.:15 ILCS 405/10.05 and 10.05d.

810 ILCS 5/3-806.

ADOPTED:February 23, 2015

Tri-Co Special Ed JT Agreement

#### 4:50 Payment Procedures

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

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

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

LEGAL REF.:105 ILCS 5/8-16, 5/10-7, and 5/10-20.19.

23 Ill.Admin.Code §100.70.

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

ADOPTED:May 11, 2016

Tri-Co Special Ed JT Agreement

#### 4:55 Use of Credit and Procurement Cards

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

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

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

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

LEGAL REF.:105 ILCS 5/10-20.21.

23 Ill.Admin.Code §100.70(d).

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

ADOPTED:November 17, 2014

#### 4:60 Purchases and Contracts

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

##### Standards for Purchasing and Contracting

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

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

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

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

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Council policy 4:150, Facility Management and Building Programs.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the Joint Agreement in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Director or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Director or designee shall report this information to the Council by completing the necessary forms that must be attached to the Joint Agreement's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Council policy 4:70, Resource Conservation.
8. Each contractor with the Joint Agreement is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a Joint Agreement school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the Joint Agreement's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the Joint Agreement with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the Joint Agreement and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.

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

##### LEGAL REF.:

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

820 ILCS 130/.

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

Adopted: January 8, 2020

#### 4:70 Resource Conservation

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

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

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

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

ADOPTED:October 11, 2017

## 4:80 Accounting and Audits

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

### Annual Audit

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

### Annual Financial Report

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

### Inventories

The Director or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the Joint Agreement pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. 200.313, if applicable. The Director shall establish procedures for the management of property acquired by the Joint Agreement under grant awards that comply with federal and State law.

### Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$5,000 and have an estimated useful life greater than one year.

### Disposition of Joint Agreement Property

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

### Taxable Fringe Benefits

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

### Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Council policy 4:50, *Payment Procedures*. The Director shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and Illinois State Board of Education rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$500.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Director or designee shall include checks written to reimburse revolving funds on the Council's monthly listing of bills indicating the recipient and including an explanation.

### Control Requirements for Checks

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

### Internal Controls

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

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

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

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

LEGAL REF.:

2 C.F.R. §200 et seq.

30 ILCS 708/, Grant Accountability and Transparency Act, implemented by 44 Ill. Adm. Code 7000 et seq.

105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 et seq.

23 Ill. Admin. Code Part 100.

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

Adopted: January 8, 2020



#### 4:90 Activity Funds

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

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

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

#### LEGAL REF.:

105 ILCS 5/8-2 and 5/10-20.19.

23 Ill.Admin.Code §§100.20 and 100.80.

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

Adopted: August 21, 2019

Tri-Co Special Ed JT Agreement



#### **4:100 Insurance Management**

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

The insurance program shall include:

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

**Also, please refer to the following current agreement:**

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

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

#### Student Insurance

The Council shall annually designate a company to offer student accident insurance coverage. The Council does not endorse the plan nor recommend that parent(s)/guardian(s) secure the coverage, and any contract is between the parent(s)/guardian(s) and the company.

#### LEGAL REF.:

Consolidated Omnibus Budget Reconciliation Act, Pub. L. 99-272, §10001, 100 Stat. 222, 4980B(f) of the I.R.S. Code, 42 U.S.C. §300bb-1 et seq.

105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.

215 ILCS 5/, III. Insurance Code.

750 ILCS 75/, III. Religious Freedom Protection and Civil Union Act.

820 ILCS 305/, Workers' Compensation Act.

Adopted: May 8, 2019

#### 4:110 Transportation

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

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

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

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

#### LEGAL REF.:

20 U.S.C. §6312(c)(5)(B), Elementary and Secondary Education Act.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

105 ILCS 5/10-22.22 and 5/29-1 et seq.

105 ILCS 45/1-15 and /1-17.

625 ILCS 5/1-148.3a-5, 5/1-182, 5/11-1414.1, 5/12-813.1, 5/12-815, 5/12-816, 5/12-821, and 5/13-109.

23 Ill.Admin.Code §§1.510 and 226.750; Part 120.

92 Ill.Admin.Code Part 440.

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

Adopted: May 8, 2019

#### 4:120 Food Services

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

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

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

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

LEGAL REF.: Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.

7 C.F.R. Parts 210 and 220, Food and Nutrition Service.

105 ILCS 125/.

23 Ill.Admin.Code Part 305, School Food Service.

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

ADOPTED: February 23, 2015

#### 4:130 Free and Reduced-Price Food Services

##### Notice

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

##### Eligibility Criteria and Selection of Children

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

##### Notification

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

##### Nondiscrimination Assurance

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

##### Appeal

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

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

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

##### LEGAL REF.:

U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, 7 C.F.R. Part 210.

U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.

105 ILCS 125/ and 126/.

23 Ill.Admin.Code §305.10 et seq.

Adopted: January 9, 2019

#### 4:130-E Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications

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

Date:

To: Parents/Guardians, Students, and Staff

Re: Eligibility and Meal Charge Notifications

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

#### Free and Reduced-Price Food Services Eligibility

When the parents/guardians of students are unable to pay for their child(ren)'s meal services, meal charges will apply per a student's eligibility category and will be processed by the District accordingly.

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

#### Meal Charges for Meals Provided by the District

The Building Principal and Joint Agreement staff will work jointly to prevent meal charges from accumulating. Every effort to collect all funds due to the Joint Agreement will be made on a regular basis and before the end of the school year. Contact your Building Principal or designee about whether your child(ren)'s charges may be carried over at the end of the school year, i.e., beyond June 30<sup>th</sup>.

Unpaid meal charges are considered delinquent debt when payment is overdue as defined by Board policy 4:45, *Insufficient Fund Checks and Debt Recovery* and the Hunger-Free Students' Bill of Rights Act (105 ILCS 123/, added by P.A. 100-1092). The Joint Agreement will make reasonable efforts to collect charges classified as delinquent debt.

When a student's funds are low or there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. State law allows the Building Principal to contact parents(s)/guardian(s) to attempt collection of the owed money when the amount owed is more than the amount of five lunches. If a parent/guardian regularly fails to provide meal money for the child(ren) that he/she is responsible for in the Joint Agreement and does not qualify for free meal benefits, the Building Principal or designee will direct the next course of action. Continual failure to provide meal money may require the Joint Agreement to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges, up to and including seeking an offset under the State Comptroller Act, if applicable.

LEGAL REF.:

Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296).

7 C.F.R. §245.5.

105 ILCS 123/, Hunger-Free Students' Bill of Rights Act.

23 Ill.Admin.Code Part 305, School Food Service.

DATED : January 9, 2019

Tri-Co Special Ed JT Agreement

#### **4:140 Waiver of Student Fees**

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

LEGAL REF.:

105 ILCS 5/10-20.13, 5/10-22.25, 5/27-24.2, and 5/28-19.2.

23 Ill.Admin.Code §1.245 [may contain unenforceable provisions].

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

Adopted: July 11, 2018

Tri-Co Special Ed JT Agreement

#### **4:150 Facility Management and Building Programs**

The Director shall manage the Joint Agreement's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Executive Council policies. The Director or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district, and (3) compliance with the 10-year safety survey process required by the School Code.

##### Standards for Managing Buildings and Grounds

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

##### Standards for Green Cleaning

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

##### Standards for Facility Construction and Building Programs

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

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

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

##### Naming Buildings and Facilities

Recognizing that the name for a school building, facility, or ground or field reflects on its public image, the Council's primary consideration will be to select a name that enhances the credibility and stature of the school or facility. Any request to name or rename an existing facility should be submitted to the Council. When a facility is to be named or renamed, the Council Chair will appoint a special committee to consider nominations and make a recommendation, along with supporting rationale, to the Council. The Council will make the final selection. The Director or designee may name a room or designate some area on a school's property in honor of an individual or group that has performed outstanding service to the school without using the process in this policy.

##### LEGAL REF.:

42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.

20 ILCS 3130/, Green Buildings Act.

105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.63 and 5/17-2.11.

105 ILCS 140/, Green Cleaning Schools Act.

105 ILCS 230/, School Construction Law.

410 ILCS 25/, Environmental Barriers Act.

410 ILCS 35/25, Equitable Restrooms Act.

820 ILCS 130/, Prevailing Wage Act.

23 Ill. Admin. Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.

71 Ill. Admin. Code Part 400, Ill. Accessibility Code.

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

Adopted: January 8, 2020

#### 4:160 Environmental Quality of Buildings and Grounds

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

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

#### LEGAL REF.:

29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.700(b).

29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.

20 ILCS 3130/, Green Buildings Act.

105 ILCS 5/10-20.17a; 5/10-20.48.

105 ILCS 135/, Toxic Art Supplies in Schools Act.

105 ILCS 140/, Green Cleaning School Act.

225 ILCS 235/, Structural Pest Control Act.

415 ILCS 65/, Lawn Care Products Application and Notice Act.

820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)

23 Ill.Admin.Code §1.330.

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

Adopted: May 8, 2019



## 4:170 Safety

### Safety and Security

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

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

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

### School Safety Drill Plan

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

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or Joint Agreement.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement drill to address a school shooting incident and to evaluate the preparedness of school personnel and students. This drill shall occur no later than 90 days after the first day of school of each year, and shall require the participation of all school personnel and students present at school at the time of the drill, except for those exempted by administrators or school support personnel.

### Annual Review

The Council or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Ill. State Board of Education (ISBE). (29 Ill.Admin.Code Part 1500).

### Automated External Defibrillator (AED)

The Director or designee shall implement a written plan for responding to medical emergencies at the Joint Agreement's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act and shall file a copy of the plan with the Ill. Dept. of Public Health (IDPH). The plan shall provide for at least one automated external defibrillator (AED) to be available at every physical fitness facility on the premises according to State law requirements.

The Joint Agreement shall have an AED on site as well as a trained AED user: (1) on staff during staffed business hours; and (2) available during activities or events sponsored and conducted or supervised by the Joint Agreement. The Director or designee shall ensure that every AED on the Joint Agreement's premises is properly tested and maintained in accordance with rules developed by the IDPH. This policy does not create an obligation to use an AED.

### Carbon Monoxide Alarms

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

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Director or designee shall ensure each school building annually reviews these procedures.

### Soccer Goal Safety

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

### Unsafe School Choice Option

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

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

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

### Lead Testing in Water

The Director or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Ill. Plumbing License Law and guidance published by the IDPH. The Director or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

### Emergency Closing

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

### LEGAL REF.:

105 ILCS 5/10-20.2, 5/10-20.57, 5/18-12, and 5/18-12.5.105 ILCS 128/, School Safety Drill Act, implemented by 29 Ill.Admin.Code Part 1500.

210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.

225 ILCS 320/35.5, Ill. Plumbing License Law.

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

Adopted: January 9, 2019



#### **4:175 Convicted Child Sex Offender; Screening; Notifications**

##### Persons Prohibited on School Property without Prior Permission

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

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

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

##### Screening

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

##### Notification to Parents/Guardians

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

LEGAL REF.:20 ILCS 2635/, Uniform Conviction Information Act.

720 ILCS 5/11-9.3.

730 ILCS 152/, Sex Offender Community Notification Law.

730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community Notification Law.

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

ADOPTED:December 14, 2016

#### 4:180 Pandemic Preparedness

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

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

#### Emergency School Closing

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

LEGAL REF.:105 ILCS 5/10-16.7 and 5/10-20.5.

III. Dept. of Public Health Act (Part 1), 20 ILCS 2305/2(b).

III. Emergency Management Agency Act, 20 ILCS 3305.

III. Educational Labor Relations Act, 115 ILCS 5/.

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

ADOPTED:May 10, 2017

#### 4:190 Targeted School Violence Prevention Program

Threats and acts of targeted school violence harm the District's environment and school community, diminishing students' ability to learn and a school's ability to educate. Providing students and staff with access to a safe and secure District environment is an important Board goal. While it is not possible for the District to completely eliminate threats in its environment, a Targeted School Violence Prevention Program (Program) using the collective efforts of local school officials, staff, students, families, and the community helps the District reduce these risks to its environment.

The Superintendent or designee shall develop and implement the Program. The Program oversees the maintenance of a District environment that is conducive to learning and working by identifying, assessing, classifying, responding to, and managing threats and acts of targeted school violence. The Program shall be part of the District's Comprehensive Safety and Security Plan, required by Board policy 4:170, *Safety*, and shall:

1. Establish a District-level School Violence Prevention Team to: (a) develop a District-level Targeted School Violence Prevention Plan, and (b) oversee the District's Building-level Threat Assessment Team(s).
2. Establish Building-level Threat Assessment Team(s) to assess and intervene with individuals whose behavior may pose a threat to safety. This team may serve one or more schools.
3. Comply with State and federal law and align with Board policies.

The Local Governmental and Governmental Employees Tort Immunity Act protects the District from liability. The Program does not: (1) replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in violence prevention, assessments and counseling services, (2) extend beyond available resources within the District, (3) extend beyond the school day and/or school-sponsored events, or (4) guarantee or ensure the safety of students, District staff, or visitors.

#### LEGAL REF.:

105 ILCS 5/10-20.14, 5/10-21.7, 5/10-27.1A, 5/10-27.1B, 5/24-24, and 5/27-23.7.

105 ILCS 128/, School Safety Drill Act.

745 ILCS 10/, Local Governmental and Governmental Employees Tort Immunity Act.

29 Ill.Admin.Code Part 1500.

CROSS REF.: 2:240 (Board Policy Development), 4:170 (Safety), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention), 7:340 (Student Records), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

Adopted: May 8, 2019

Tri-Co Special Ed JT Agreement





## 5:10 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 violence, sexual violence, or gender 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 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

TC Ward School

200 N. Division Street, Du Quoin, IL 62832

shood@tcse.us

618-684-2109

### **Complaint Managers:**

Melissa Lingle

TC Dewey School

1000 N. Main Street, Anna, IL 62906

mlingle@tcse.us

618-684-2109

Michael Reel

TC Central Office

1335 N. Cedar Court, Carbondale, IL 62901

mreel@tcse.us

618-684-2109

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.:

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972, implemented by 34 C.F.R. Part 106.

29 U.S.C. §206(d), Equal Pay Act.

29 U.S.C. §621 et seq., Age Discrimination in Employment Act.

29 U.S.C. §701 et seq., Rehabilitation Act of 1973.

38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act (1994).

42 U.S.C. §1981 et seq., Civil Rights Act of 1991.

42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964, implemented by 29 C.F.R. Part 1601.

42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.

42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.

42 U.S.C. §2000e(k), Pregnancy Discrimination Act.

42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.

Ill. Constitution, Art. I, §§17, 18, and 19.

105 ILCS 5/10-20.7, 5/20.7a, 5/21.1, 5/22.4, 5/23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.

410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 513/25, Genetic Information Privacy Act.

740 ILCS 174/, Ill. Whistleblower Act.

775 ILCS 5/1-103, 5/2-102, 103, and 5/6-101, Ill. Human Rights Act.

775 ILCS 35/5, Religious Freedom Restoration Act.



820 ILCS 55/10, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

820 ILCS 75/, Job Opportunities for Qualified Applicants Act.

820 ILCS 112/, Ill. Equal Pay Act of 2003.

820 ILCS 180/30, Victims' Economic Security and Safety Act.

820 ILCS 260/, Nursing Mothers in the Workplace Act.

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; E-Cigarette, Tobacco, and Cannabis 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: January 8, 2020

Tri-Co Special Ed JT Agreement

## 5:20 Workplace Harassment Prohibited

The Joint Agreement expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. Joint Agreement employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by policy 7:20, *Harassment of Students Prohibited*.

The Joint Agreement will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

### Sexual Harassment Prohibited

The Joint Agreement shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The Joint Agreement provides annual sexual harassment prevention training in accordance with State law.

Joint Agreement employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

### Making a Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the Joint Agreement pursuant to a contract with the Joint Agreement, including contractors and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

### Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using policy 2:260, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

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

TC Ward School

200 N. Division Street, Du Quoin, IL 62832

shood@tcse.us

618-684-2109

### **Complaint Managers:**

Melissa Lingle

TC Dewey School

1000 N. Main Street, Anna, IL 62906

mlingle@tcse.us

618-684-2109

Michael Reel

TC Central Office

1335 N. Cedar Court, Carbondale, IL 62901

mreel@tcse.us

618-684-2109

### Investigation Process

Supervisors, Building Principals, or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment. The Joint Agreement shall investigate alleged workplace harassment when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

### Enforcement

A violation of this policy may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Council in the context of the relationship of the third party to the Joint Agreement, i.e., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge.

### Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see policy 2:260, *Uniform Grievance Procedure*), and whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430), the Whistleblower Act (740 ILCS 174), and the Ill. Human Rights Act (775 ILCS 5).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

### Recourse to State and Federal Fair Employment Practice Agencies

The Joint Agreement encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Director shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the Joint Agreement website and/or making this policy available in the Joint Agreement's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., implemented by 29 C.F.R. §1604.11.

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., implemented by 34 C.F.R. Part 106.

State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a).

Ill. Human Rights Act, 775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2.

56 Ill. Admin. Code Parts 2500, 2510, 5210, and 5220.

Burlington Industries v. Ellerth, 524 U.S. 742 (1998).

Crawford v. Metro. Gov't of Nashville & Davidson County, 555 U.S. 271 (2009).

Faragher v. City of Boca Raton, 524 U.S. 775 (1998).

Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).

Harris v. Forklift Systems, 510 U.S. 17 (1993).

Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).

Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).

Oncala v. Sundowner Offshore Services, 523 U.S. 75 (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, 233 Ill.2d 125 (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: January 8, 2020

## 5:20-E Resolution to Prohibit Sexual Harassment

WHEREAS, Section 10-20 of the School Code (105 ILCS 5/10-20) grants school boards other powers that are not inconsistent with their duties;

WHEREAS, Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5) includes school districts within the definition of a *governmental entity*;

WHEREAS, Section 5-65 of the State Officials and Employees Ethics Act (5 ILCS 430/5-65, added by P.A. 100-554) provides that all persons have a right to work in an environment free from sexual harassment;

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act (5 ILCS 430/70-5, amended by P.A. 100-554) requires governmental entities to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment which, at a minimum, includes: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the Act, the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/); and (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report;

THEREFORE, BE IT RESOLVED, by the Board of Education of Tri-Co Special Ed JT Agreement, Jackson, Perry, and Union Counties, Illinois, as follows:

Section 1: The Board adopts Board policy 5:20, *Workplace Harassment Prohibited*, attached as Exhibit A which contains the following: (1) a prohibition on sexual harassment; (2) detail regarding how an individual can report an allegation of sexual harassment, including options for making a confidential report to an immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, a Complaint Manager, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations and a statement regarding the availability of whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Ill. Human Rights Act; and (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report.

Section 2: Any prior versions of Board policy 5:20, *Workplace Harassment Prohibited*, adopted by the Board are superseded by this Resolution.

Adopted this 9th day of May, 2018.

Attested by: Board President

Attested by: Board Secretary

Tri-Co Special Ed JT Agreement

## 5:30 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 105 ILCS 5/21B-80(c).

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

### Job Descriptions

The Council maintains the Director's job description and directs, through policy, the Director, in his or her charge of the Joint Agreement's administration.

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. When the applicant is a successful director candidate who has been offered employment by the Council, the Council Chair shall ensure that these checks are completed. The Director or designee, or if the applicant is a successful director candidate, then the Council Chair 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 Ill. Dept. of State Police and/or Statewide Sex Offender Database. The Council reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

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

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

The Director shall ensure that the Council 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) The Joint Agreement does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria; (3) The Joint Agreement does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation; (4) The Joint Agreement does not request or require an applicant to disclose wage or salary history as a condition of employment; (5) The Joint Agreement does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation; (6) claim(s) made or benefit(s) received under Workers' Compensation Act; and (7) access to an employee's or applicant's personal online account, such as social networking website, including a request for passwords to such accounts.

### 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, a licensed advanced practice registered nurse, or a licensed 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, a licensed advanced practice registered nurse, or a licensed 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 5/10-16.7, 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 5/24-5.

20 ILCS 2630/3.3, Criminal Identification Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

Americans with Disabilities Act, 42 U.S.C. §12112, and 29 C.F.R. Part 1630.

Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Immigration Reform and Control Act, 8 U.S.C. §1324a *et seq.*

*Duldulao v. St. Mary of Nazareth Hospital*, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

*Kaiser v. Dixon*, 127 Ill. App. 3d 251 (2nd Dist. 1984).

*Mblitor v. Chicago Title & Trust Co.*, 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Executive Director), 4:60 (Purchases and Contracts), 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: January 8, 2020

## 5:35 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: August 21, 2019

#### 5:40 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: August 21, 2019

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

All Joint Agreement workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on Joint Agreement premises or while performing work for the Joint Agreement:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectable use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on Joint Agreement premises or while performing work for the Joint Agreement when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on Joint Agreement premises or while performing work for the Joint Agreement when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. The Joint Agreement considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms listed in the Cannabis Regulation and Tax Act (CRTA).

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *Joint Agreement premises* means workplace as defined in the CRTA in addition to Joint Agreement and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Council meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of the Council policy respecting a drug-and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the Joint Agreement premises or while performing work for the Joint Agreement, no later than 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 Joint Agreement employees.
5. Establish a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace,
  - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
  - c. The penalties that the Joint Agreement may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the Joint Agreement to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

### E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the Joint Agreement at a school event regardless of the event's location.

*Tobacco* shall have the meaning provided in 105 ILCS 5/10-20.5b.

*Cannabis* shall have the meaning provided in the CRTA, 410 ILCS 705/1-10.

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

### Joint Agreement Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the Council may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Council 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.

Joint Agreement employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Director shall notify the appropriate State or federal agency from which the Joint Agreement receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

### Disclaimer

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

### LEGAL REF.:

Americans With Disabilities Act, 42 U.S.C. §12114.

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.

30 ILCS 580/, Drug-Free Workplace Act.

105 ILCS 5/10-20.5b.



410 ILCS 82/, Smoke Free Illinois Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 705/1-1 et seq., Cannabis Regulation and Tax Act.

720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

21 C.F.R. Parts 1100, 1140, and 1143.

23 Ill.Admin.Code §22.20.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 8:30 (Visitors to and Conduct on School Property)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

## 5:60 Expenses

The Council 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. The Joint Agreement is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the Joint Agreement's negligence. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense 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 Council 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 Council'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 Council 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 Council 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.:

50 ILCS 150/, Local Government Travel Expense Control Act.

105 ILCS 5/10-22.32.

820 ILCS 115/9.5, Ill. Wage Payment and Collection Act.

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: January 9, 2019

#### **5:70 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

Tri-Co Special Ed JT Agreement

#### **5:80 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

## 5:90 Abused and Neglected Child Reporting

Any Joint Agreement employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office.

The report shall include, if known:

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

Any Joint Agreement employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Director 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. Negligent failure to report occurs when a Joint Agreement employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

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

Any Joint Agreement employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Director, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Director or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

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

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

All Joint Agreement employees shall:

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

The Director will encourage all Joint Agreement educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting. The Director or designee will display DCFS-issued materials that list the DCFS toll-free telephone number and methods for making a report under ANCRA in a clearly visible location in each school building.

### Alleged Incidents of Sexual Abuse; Investigations

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

If a Joint Agreement employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Director or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the Joint Agreement when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the Joint Agreement from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

### Special Director Responsibilities

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

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 Joint Agreement as a result of an act that made a child an abused or neglected child. The Director must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

### Special Council Member Responsibilities

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

If the Council determines that any Joint Agreement employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Council may dismiss that employee immediately.

### LEGAL REF.:

105 ILCS 5/10-21.9.

20 ILCS 1305/1-1 et seq., Department of Human Services Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the Executive Council), 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), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 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 8, 2020

## 5:100 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 Joint Agreement and School Improvement Plans so that student learning objectives meet or exceed goals established by the Joint Agreement and State.

The staff development program shall provide, at a minimum, at least once every two 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 two years, the in-service training of all Joint Agreement 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 two years, training of all Joint Agreement staff by a person with expertise on anaphylactic reactions and management.
2. At least every two 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 Joint Agreement 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 licensed school personnel and administrators who work with students in grades kindergarten through 12 to identify the warning signs of mental illness and suicidal behavior in youth 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 three months 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 three 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 Joint Agreement'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, the appropriate and available supportive services for the promotion of student attendance and engagement, 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 on or after 8-19-2014 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, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity, and physicians serving on the Concussion Oversight Team.
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.
12. Training for school personnel to develop cultural competency, including understanding and reducing implicit racial bias.
13. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
14. For nurses, administrators, guidance counselors, teachers, persons employed by a local health department and assigned to a school, and persons who contract with the Joint Agreement to perform services in connection with a student's seizure action plan, training in the basics of seizure recognition, first aid, and appropriate emergency protocols.
15. For all Joint Agreement staff, annual sexual harassment prevention training.

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.:

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b, Pub. L. 111-296.

7 C.F.R. Parts 210 and 235.

105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/22-80(h), and 5/24-5.105 ILCS 25/1.15, Interscholastic Athletic Organization Act.

105 ILCS 150/25, Seizure Smart School Act.

105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 49/, Good Samaritan Act.

775 ILCS 5/2-109, Ill. Human Rights Act.

23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.

77 Ill.Admin.Code §527.800.

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), 6:50 (School Wellness), 7:10 (Equal Educational Opportunities), 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: January 8, 2020



**5:110 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

Tri-Co Special Ed JT Agreement



## 5:120 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. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

### 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. Special Education Administrator;
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 or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract:

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

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Council 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, Ill. Governmental Ethics Act.

5 ILCS 430/, State Officials and Employee Ethics Act.

30 ILCS 708/, Grant Accountability and Transparency Act.

50 ILCS 135/, Local Governmental Employees Political Rights Act.

105 ILCS 5/10-22.39 and 5/22-5.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

775 ILCS 5/5A-102, Ill. Human Rights Act.

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).

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

Adopted: January 8, 2020

## 5:125 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

### 5:130 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: August 21, 2019

#### **5:140 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

Tri-Co Special Ed JT Agreement

## 5:150 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

## 5:170 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

rjohnson@tcse.us

Email

618-684-2109

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

#### 5:180 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, a licensed advanced practice registered nurse, or a licensed physician assistant if the examination is job-related and consistent with business necessity.

#### LEGAL REF.:

42 U.S.C. §12101 et seq., Americans with Disabilities Act.

105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.

Elder v. School Dist. No. 127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

School District No. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Adopted: August 21, 2019

## 5:185 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



## 5:190 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

## **5:200 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 four 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 Joint Agreement 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 Director is authorized to make teaching, study hall, extra class duty, and extracurricular assignments. In order of priority, assignments shall be made based on the Joint Agreement's needs and best interests, employee qualifications, and employee desires.

**Please refer to the applicable collective bargaining agreement.**

### School Social Worker Services Outside of Joint Agreement Employment

School social workers may not provide services outside of their Joint Agreement employment to any student(s) attending school in the Joint Agreement. *School social worker* has the meaning stated in 105 ILCS 5/14-1.09a.

### Dismissal

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

LEGAL REF.:

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 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 Educator Licensed Employees) and 51 (Dismissal of Tenured Teachers).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532(1985).

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

Adopted: January 8, 2020

#### **5:210 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

Tri-Co Special Ed JT Agreement

## 5:220 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 or short-term substitute license and may teach in the place of a licensed teacher who is under contract with the Council. 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 paid school days in any one school term.
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 paid school days.
3. A short-term substitute teacher holding a short-term substitute teaching license may teach for any one licensed teacher under contract with the Joint Agreement only for a period not to exceed five consecutive 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 120 paid days or 600 paid hours in each school year, but not more than 100 paid days in the same classroom. Beginning July 1, 2020, a substitute teacher who is a TRS annuitant may substitute teach 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.

### Short-Term Substitute Teachers

A short-term substitute teacher must hold a valid short-term substitute teaching license and have completed the Joint Agreement's short-term substitute teacher training program. Short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Council.

### 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 five business days after the employment of a substitute teacher in an emergency situation.

### LEGAL REF.:

105 ILCS 5/10-20.68, 5/21B-20(2), 5/21B-20(3), and 5/21B-20(4).

23 Ill.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute Teaching License).

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

Adopted: January 8, 2020

## 5:230 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

Tri-Co Special Ed JT Agreement

## 5:240 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 five 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.**

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

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

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

### 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 Joint Agreement all compensation and the value of all benefits received by him or her during the suspension. The Director 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.

325 ILCS 5/7.4(c-10).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).

Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).

Massie v. East St. Louis Sch. District No.189, 203 Ill.App.3d 965 (5th Dist. 1990).

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

Adopted: February 14, 2018



## **5:250 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 three 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 should 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 Dept. of Defense overseas school.

### School Visitation Leave

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

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

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

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, or gender violence, or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, or gender 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

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.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147/, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

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

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

## 5:260 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 5/10-21.9(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 5/10-21.9(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.: 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:190 (Teacher Qualifications)

ADOPTED: December 14, 2016



## **5:270 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

## **5:280 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

**5:285 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

## 5:290 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 two weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least two months before the retirement date.

### 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. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/.

### Reduction in Force and Recall

**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. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the Joint Agreement remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the Joint Agreement, the Board or Director or designee, in consultation with the Board Attorney, will determine whether to:

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

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the Joint Agreement all compensation and the value of all benefits received by the employee during the suspension. The 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.

325 ILCS 5/7.4(c-10).

820 ILCS 105/4a.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment) 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

Adopted: January 8, 2020



### 5:300 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

### 5:320 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

## 5:330 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 Ill. 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 Violence, Sexual Violence, or Gender Violence.
4. Child Bereavement Leave.
5. Leave to serve as an election judge.

### LEGAL REF.:

105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

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

Adopted: January 8, 2020



## 6:10 Educational Philosophy and Objectives

The Joint Agreement's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. We believe:

1. all students have the desire to learn
2. in a safe school environment
3. in being proactive
4. education is the foundation for life's preparation
5. in efficient use of resources
6. our curriculum should reflect the community's needs
7. all individuals should be treated with respect
8. our personal interaction with students is meaningful
9. in promoting teamwork and unity
10. learning is the result of experiences
11. faculty and staff facilitate the learning process

In order for the Executive Council to monitor whether the educational program is attaining these objectives and to be knowledgeable of current and future resource needs, the Director shall prepare an annual report that includes:

1. A review and evaluation of the present curriculum.
2. A projection of curriculum and resource needs.
3. An evaluation of, and plan to eliminate, any bias in the curriculum or instructional materials and methods concerning the classifications referred to in item 8, above.
4. Any plan for new or revised instructional program implementation.
5. A review of present and future facility needs.

CROSS REF: 1:30 (School Joint Agreement Philosophy), 3:10 (Goals and Objectives), 7:10 (Equal Educational Opportunities)

Adopted: July 11, 2018

## 6:20 Calendar and Day

The Joint Agreement follows, as closely as possible, the calendars established by Member Districts. Staff working in classrooms housed in Member Districts shall follow that district's established calendar.

For schools operated by the Joint Agreement, the Executive Council, upon the Director's recommendation and subject to State regulations, will establish the dates for teacher institutes and in-services, the length and dates of vacations, and the days designated as legal school holidays. The school calendar shall have a minimum of 185 days to ensure 176 days of actual student attendance.

### Commemorative Holidays

In schools operated by the Joint Agreement, the teachers and students shall devote a portion of the school day on each commemorative holiday designated in the School Code to study and honor the commemorated person or occasion.

### School Day

For schools operated by the Joint Agreement, the Executive Council establishes the length of the school day with the recommendation of the Director and subject to State law requirements.

### LEGAL REF.:

105 ILCS 5/10-19, 5/10-19.05, 5/10-24.46, 5/18-12, 5/18-12.5, 5/24-2, 5/27-3, 5/27-18, 5/27-19, 5/27-20, 5/27-20.1, 5/27-20.2, and 20/1.

10 ILCS 5/11-4.1.

23 Ill.Admin.Code §1.420(f).

Metz v. Leininger, 850 F.Supp. 740 (N.D. Ill. 1994), *aff'd by* 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 5:200 (Terms and Conditions of Employment and Dismissal), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Adopted: January 8, 2020

## **6:30 Organization of Instruction and Curriculum Development**

### Organization of Instruction

The housing of programs in Member District facilities shall be according to plans developed by the Director in cooperation with the Member Districts.

For schools operated by the Joint Agreement, the Director shall annually develop a plan for organizing instructional levels.

### Programs and Curriculum

The Director shall develop and implement a plan of services for special education students that is educationally sound and is otherwise in compliance with State and federal law.

The Director shall develop a curriculum review program to monitor the current curriculum and promptly suggest changes to make the curriculum more effective, to take advantage of improved teaching methods and materials, and to be responsive to social change, technological developments, student needs, and community expectations.

#### LEGAL REF.:

23 Ill.Admin.Code §1.420.

105 ILCS 5/10-20.8.

CROSS REF.: 6:120 (Education of Children with Disabilities), 6:62 (Physical Education)

Adopted: July 11, 2018

Tri-Co Special Ed JT Agreement

## 6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent will ensure:

1. Each school building complies with this policy,
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

### Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

### Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See Board policy 6:60, *Curriculum Content* and Board policy 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See Board policy 6:60, *Curriculum Content* and Board policy 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Illinois State Board of Education (ISBE).

### Nutrition Guidelines for Foods Available During the School Day, Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

The District applies competitive foods standards listed in Board policy 4:120, *Food Services*, to foods available, but not sold, in schools.

### Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the "general nutrition standards for competitive foods" specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District's related procedure(s), contact the Superintendent or designee. The District's procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

### Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

### Monitoring

At least every three years, the Superintendent shall provide implementation data and/or reports to the Board concerning this policy's implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District's implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

### Community Involvement

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board*.

### Recordkeeping

The Superintendent shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

### LEGAL REF.:

Child Nutrition and WIC Reauthorization Act of 2004, Pub. L. 108-265, Sec. 204.

Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.

National School Lunch Act, 42 U.S.C. §1751 et seq.

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b, Pub. L. 111-296.



42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

Local Records Act, 50 ILCS 205/.

105 ILCS 5/2-3.139.

23 Ill.Admin.Code Part 305, Food Program.

ISBE's "School Wellness Policy" Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

Adopted: February 14, 2018

Tri-Co Special Ed JT Agreement

## 6:62 Physical Education

In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage daily during the school day in a physical education course.

### Exemption from Physical Activity

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. State law prohibits a school board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District.

Special activities in physical education will be provided for students whose physical or emotional condition, as determined by a person licensed under the Medical Practices Act, prevents their participation in the physical education courses.

A student in grades 3 through 12 who is eligible for special education may be excused from physical education courses if:

1. The student's parent/guardian agrees that the student must utilize the time set aside for physical education to receive special education support and services; or
2. The student's individualized education program team determines that the student must utilize the time set aside for physical education to receive special education support and services.

The agreement or determination must be made a part of the individualized education program. A student requiring adapted physical education must receive that service in accordance with the student's individualized education program.

LEGAL REF.:105 ILCS 5/27-5, 5/27-6, and 5/27-7.

225 ILCS 60/, Medical Practices Act.

23 Ill.Admin.Code §1.420(p).

CROSS REF.:6:20 (School Year Calendar and Day), 6:30 (Organization of Instruction and Programs)

ADOPTED:October 12, 2011

## 6:65 Student Social and Emotional Development

Social and emotional learning (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.

The Director shall incorporate SEL into the Joint Agreement's curriculum and other educational programs consistent with the Joint Agreement's mission and the goals and benchmarks of the Ill. Learning Standards. The Ill. Learning Standards include three goals for students:

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social-awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into the Joint Agreement's curriculum and other educational programs may include but is not limited to:

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age-and-culturally appropriate classroom instruction, Joint Agreement-wide, and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.
2. Staff development and training to promote students' SEL development. This may include providing all personnel with age-appropriate academic and SEL and how to promote it.
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.
7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.

LEGAL REF.:

Children's Mental Health Act of 2003, 405 ILCS 49/.

CROSS REF.:1:30, (School Joint Agreement Philosophy), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

Adopted: May 8, 2019

#### **6:70 Teaching About Religions**

The Joint Agreement's curriculum may include the study of religions as they relate to geography, history, culture, and the development of various ethnic groups. The study of religions shall give neither preferential nor derogatory treatment to any single religion, religious belief, or to religion in general. The study of religions shall be treated as an academic subject with no emphasis on the advancement or practice of religion.

LEGAL REF.:School Dist. of Abington Twp v. Schempp, 374 U.S. 203 (1963).

Allegheny County v. ACLU Pittsburgh Chapter, 492 U.S. 573 (1989).

CROSS REF.:6:20 (School Year Calendar and Day), 6:30 (Organization of Instruction and Curriculum Development), 6:255 (Assemblies and Ceremonies)

ADOPTED:May 10, 2017

Tri-Co Special Ed JT Agreement

#### **6:80 Teaching About Controversial Issues**

The Director shall ensure that all school-sponsored presentations and discussions of controversial or sensitive topics in the instructional program, including those made by guest speakers, are:

- Age-appropriate. Proper decorum, considering the students' ages, should be followed.
- Consistent with the curriculum and serve an educational purpose.
- Informative and present a balanced view.
- Respectful of the rights and opinions of everyone. Emotional criticisms and hurtful sarcasm should be avoided.
- Not tolerant of profanity or slander.

The Joint Agreement specifically reserves its right to stop any school-sponsored activity that it determines violates this policy, is harmful to the Joint Agreement or the students, or violates State or federal law.

CROSS REF.:6:30 (Organization of Instruction and Curriculum Development), 6:255 (Assemblies and Ceremonies)

ADOPTED:October 11, 2017

**6:100 Using Animals in the Educational Program**

Animals may be brought into school facilities for educational purposes according to procedures developed by the Director assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.

LEGAL REF.:105 ILCS 5/2-3.122, 5/27-14, and 112/.

CROSS REF.:6:30 (Organization of Instruction and Curriculum Development), 6:120 (Education of Children with Disabilities), 6:120-AP3 (Service Animal Access Requests), 6:120-AP3, E1 (Request for a Service Animal to Accompany a Student in School Facilities)

ADOPTED:October 12, 2011

Tri-Co Special Ed JT Agreement

#### **6:110 Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program**

The Director or designee shall develop, maintain, and supervise a program for students at risk of academic failure or dropping out of school. The program shall include education and support services addressing individual learning styles, career development, and social needs, and may include without limitation one or more of the following:

- Parent-teacher conferences
- Counseling services by social workers and/or guidance counselors
- Counseling services by psychologists
- Psychological testing
- Truants' alternative and optional education program
- Alternative school placement
- Community agency services
- Alternative learning opportunities program, in conformity with the Alternative Learning Opportunities Law, as it may be amended from time to time
- Graduation incentives program
- Remediation program

Any student who is below the age of 20 years is eligible to enroll in a graduation incentives program if he or she:

1. Is considered a dropout according to State law;
2. Has been suspended or expelled;
3. Is pregnant or is a parent;
4. Has been assessed as chemically dependent; or
5. Is enrolled in a bilingual education or English Language Learners program.

LEGAL REF.:

105 ILCS 5/2-3.41, 5/2-3.66, 5/10-20.9a, 5/13B, 5/26-2a, 5/26-13, 5/26-14, and 5/26-16.

CROSS REF.:6:280 (Grading and Promotion), 6:300 (Graduation Requirements), 7:70 (Attendance and Truancy)

Adopted: August 21, 2019

Tri-Co Special Ed JT Agreement

## 6:120 Education of Children with Disabilities

The Joint Agreement shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the Joint Agreement, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed.

It is the intent of the Joint Agreement to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the Joint Agreement shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the Joint Agreement shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardian(s), representation by counsel, and a review procedure.

The Joint Agreement may maintain membership in one or more cooperative associations of school districts or Joint Agreements that shall assist the Joint Agreement in fulfilling its obligations to its disabled students.

If necessary, students may also be placed in nonpublic special education programs or education facilities.

### LEGAL REF.:

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

42 U.S.C. §12101 et seq., Americans With Disabilities Act.

34 C.F.R. §300.

105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

23 Ill.Admin.Code Part 226.

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

Adopted: July 11, 2018



**6:120-AP1 Administrative Procedure - Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities**

In its continuing commitment to help school districts and special education cooperatives comply with ISBE requirements for procedure, the special education committee of the Ill. Council of School Attorneys prepared model special education procedures. ISBE has approved these procedures as conforming to 23 Ill.Admin.Code §226.710. This ISBE rule contains the requirements for special education procedures that must be adopted by each school district and cooperative entity. The IASB/ISBE model procedures are approximately 80 pages and are available on the IASB website: <http://iasb.com/law/icsaspeded.cfm>.

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement

**6:120-AP1, E1 Exhibit - Notice to Parents/Guardians Regarding Section 504 Rights**

On District letterhead

Date:

Dear Parent/Guardian:

Re:Section 504 Rights

The Rehabilitation Act of 1973, commonly referred to as "Section 504," is a nondiscrimination statute enacted by the U.S. Congress. The Act's purpose is to prohibit discrimination and to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.

An eligible student under Section 504 is a student who: has a record of having, or is regarded as having, a physical or mental impairment which substantially limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks. Many students will be eligible for educational service under both Section 504 and the Individuals with Disabilities Education Act (IDEA). Students who are eligible under IDEA have many specific rights that are not available to students who are eligible solely under Section 504.

This notice describes the rights assured by Section 504 to those disabled students who do not qualify under IDEA. The intent of this notice is to keep you fully informed concerning decisions about your student and to inform you of your rights if you disagree with any decisions in reference to Section 504.

**Please keep this explanation for future reference.**

Parents/Guardians and/or students have the right to:

1. Be informed by the School District of your rights and procedural safeguards under Section 504 in an understandable language. 34 C.F.R. Parts 104 and 300. The purpose of this notice is to advise parents/guardians and/or students of these rights. 23 Ill.Admin.Code §§226.500, 510 and 610.
2. An appropriate education designed to meet a student's individual educational needs as adequately as the needs of non-disabled students are met. 34 C.F.R. §104.33.
3. Free educational services except for those fees that are imposed on non-disabled students or their parents/guardians. Insurers and similar third parties are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 C.F.R. §104.33.
4. Placement in the least restrictive environment. 34 C.F.R. §104.34.
5. Facilities, services, and activities that are comparable to those provided for non-disabled students. 34 C.F.R. §104.34.
6. An evaluation prior to an initial Section 504 placement and any subsequent significant change in placement. 34 C.F.R. §104.34.
7. Testing and other evaluation procedures conforming to the requirements of 34 C.F.R. §104.35 as to validation, administration, areas of evaluation, etc. The District shall consider information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical conditions, social and cultural background, adaptive behavior, physical or medical reports, student grades, progress reports, parent/guardian observations, anecdotal reports and standardized test scores. 34 C.F.R. §104.35.
8. Placement decisions made by a group of persons, i.e., a Section 504 committee, including the parent(s)/guardian(s) persons knowledgeable about the student, the meaning of the evaluation data, the placement options and the legal requirements for the least restrictive environment and comparable facilities. 34 C.F.R. §104.35.
9. Periodic reevaluations. 34 C.F.R. §104.35.
10. A notice prior to any action by the District in regard to the identification, evaluation, or placement of the student. 34 C.F.R. §104.36.
11. Examine relevant records. 34 C.F.R. §104.36.
12. An impartial due process hearing regarding the student's identification, evaluation or educational placement including an opportunity for parental participation in the hearing and representation by an attorney. 34 C.F.R. §104.36.

You must file a written *Parental Request for an Impartial Due Process Hearing* with the District Section 504 compliance coordinator or designee. If you disagree with the decision of the Section 504 committee. The request must be submitted to the District Section 504 compliance coordinator within 10 calendar days from the time you received the written notice of the District's Section 504 committee decision. A copy of a *Parental Request for an Impartial Due Process Hearing* is available online at:

[www.isbe.state.il.us/spec-ed/pdfs/dp\\_parental\\_19-86a.pdf](http://www.isbe.state.il.us/spec-ed/pdfs/dp_parental_19-86a.pdf)

The hearing will be scheduled before an impartial hearing officer and you will be notified in writing of the date, time, and place for the hearing. The hearing will conform to the requirements of 34 C.F.R. §300.512 and Section 14-8.02a of the School Code (105 ILCS 5/14-8.02a). 34 C.F.R. §104.36; 23 Ill.Admin.Code §226.625. The impartial hearing officer shall issue a written decision, including findings of fact and conclusions of law, within 10 days after the conclusion of the hearing and send by certified mail a copy of the decision to the parents/guardians or student (if the student requests the hearing), the School District, the Director of Special Education, legal representatives of the parties, and the State Board of Education. 105 ILCS 5/14-8.02a(h).

13. A review by a court of competent jurisdiction of the impartial hearing officer's decision. 34 C.F.R. §104.36. Any appeal must be filed in a court of competent jurisdiction within 120 days after the impartial due process hearing officer's decision is mailed to the party. 105 ILCS 5/14-8.02a(i).
14. File a complaint with the District's Section 504 coordinator or designee concerning Section 504 matters other than your student's identification, evaluation and/or placement. The Section 504 coordinator or designee will investigate the allegations to the extent warranted by the nature of the complaint in an effort to reach a prompt and equitable resolution.
15. File a complaint with the Office of Civil Rights. The Illinois regional Office of Civil Rights is located in Chicago at:

Chicago Office for Civil Rights

U.S. Department of Education

Citigroup Center

500 West Madison Street, Suite 1475

Chicago, IL 60661

Phone:312/730-1560

Fax:312/730-1567

TDD:877/521-2172

Email:[OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)

Sincerely,

Superintendent

DATED:October 12, 2011



**6:120-AP1, E2 Exhibit - Special Education Required Notice and Consent Forms**

Below is the URL to ISBE's updated *Special Education Required Notice and Consent Forms and Instructions*. The forms are the official versions of the State-required forms and were updated in January 2008 to bring Illinois into compliance with IDEA 2004 and 23 Illinois Administrative Code Part 226. ISBE added three new forms: *Parent/Guardian Notification of Individualized Education Program Amendment*, *Parent/Guardian Excusal of an Individualized Education Program Team Member*, and *Delegation of Rights to Make Educational Decisions*. Each form contains useful instructions to understand the purpose and use of each form. The URL also provides access to each form in languages other than English.

[www.isbe.net/spec-ed/html/consent.htm](http://www.isbe.net/spec-ed/html/consent.htm)

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement

## 6:120-AP2 Administrative Procedure - Access to Classrooms and Personnel

Access to classrooms and personnel is permitted in limited situations by Section 105 ILCS 5/14-8.02(g-5), amended by P.A. 96-657. Guidelines follow:

1. These guidelines apply to access requested by the parent/guardian of a student receiving special education services or being evaluated for eligibility, an independent educational evaluator, or a qualified professional retained by or on behalf of a parent/guardian or child. A *qualified professional* means "an individual who holds credentials to evaluate the child in the domain or domains for which an evaluation is sought or an intern working under the direct supervision of a qualified professional, including a master's or doctoral degree candidate." These individuals are referred to in this procedure as *visitors*.
2. Visitors will be afforded reasonable access to educational facilities, personnel, classrooms, and buildings and to the child. To minimize disruption, reasonable access means that the parent(s)/guardian(s) or qualified professional retained by or on behalf of a parent/guardian or child is allowed access once per school quarter for up to one hour or one class period. A visitor may request the authorized administrator to grant longer or additional observations based on individual circumstances and provide any supporting documentation in support of such a request. A professional evaluator can request longer or additional observations in his or her initial request. The administrator may grant, deny, or modify the request, and the administrator's decision shall be final.
3. Visitors must comply with:
  - a. School safety, security, and visitation policies at all times.
  - b. Applicable privacy laws, including those laws protecting the confidentiality of education records such as the federal Family Educational Rights and Privacy Act and the Illinois School Student Records Act.
  - c. Board policy 8:30, *Visitors to and Conduct on School Property*. Visitors may not disrupt the educational process.
4. If the visitor is a parent/guardian, he or she will be afforded reasonable access as described above for the purpose of:
  - a. Observing his or her child in the child's current educational placement, services, or program, or
  - b. Visiting an educational placement or program proposed for the child by the IEP team.
5. If the visitor is an independent educational evaluator or a qualified professional retained by or on behalf of a parent or child, he or she must be afforded reasonable access of sufficient duration and scope for the purpose of conducting an evaluation of the child, the child's performance, the child's current educational program, placement, services, or environment, or any educational program, placement, services, or environment proposed for the child, including interviews of educational personnel, child observations, assessments, tests, or assessments of the child's educational program, services, or placement or of any educational program proposed by the IEP team, services, or placement. If one or more interviews of school personnel are part of the evaluation, the interviews must be conducted at a mutually agreed upon time, date, and place that do not interfere with the school employee's school duties. The Building Principal or designee may limit interviews to personnel having information relevant to the child's current educational services, program, or placement or to a proposed educational service, program, or placement.
6. Prior to visiting a school, school building, or school facility, a visitor must complete 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*. This form serves to:
  - a. Inform the Building Principal or designee in writing of the proposed visit(s), the purpose, and the duration, and
  - b. Identify requested dates/times for the visit(s) to facilitate scheduling.
7. The student's parent/guardian must consent in writing to the student being interviewed by the named evaluator as part of a visit. The parent/guardian will grant this consent by completing 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*.
8. The student's parent/guardian, or the student, if he or she is over the age of 18, must execute an Authorization to Release Student Record Information before an independent educational evaluator or a qualified professional retained by or on behalf of a parent/guardian or child will be given access to student school records or to personnel who would likely release such records during discussions about the student. If a student is over the age of 12 and the records contain mental health and/or developmental disability information, the student must also be requested to sign the Authorization to Release information before any observation by or disclosure of school student records or information to a visitor.
9. The visitor must acknowledge, before the visit, that he or she is obligated to honor students' confidentiality rights and refrain from any re-disclosure of such records. The visitor will provide this acknowledgment and agreement by completing 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*.
10. The Building Principal or designee will attempt to arrange the visit(s) at times that are mutually agreeable. The Building Principal or designee will accompany any visitor for the duration of the visit, including during any interviews of staff members.
11. If the visitor is a professional retained by the parent/guardian, the visitor must provide identification and credentials before the visit.
12. This procedure applies to any public school facility, building, or program and to any facility, building, or program supported in whole or in part by public funds. The student's case manager or other District designee must facilitate such visit(s) when the student attends a program outside of the School District, such as at a private day program or residential program, provided it is supported in whole or in part by public funds.

DATED: October 12, 2011

**6:120-AP2, E1 Exhibit - Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes**

Student name: \_\_\_\_\_ DOB: \_\_\_\_\_

School attending: \_\_\_\_\_ Grade: \_\_\_\_\_

The following information must be completed by individuals requesting to access a school building, facility, and/or educational programs or to interview District personnel or the student named above for the purpose of assessing the student's special education needs. Please complete this form and return it to the Building Principal or Program Director where the student is enrolled. He or she will contact you to coordinate your visit.

**Parent/Guardian** (Complete this section if the person making the request is the parent/guardian.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

I am the parent/guardian of the above-named student and wish to observe my child in the following classroom/settings:

for the purpose of: \_\_\_\_\_

I am the parent/guardian of the above-named student and wish to observe the following classroom/settings which have been recommended for my child:

\_\_\_\_\_

for the purpose of: \_\_\_\_\_

Observations are limited to one hour or one class period per school quarter.

**Parent's Independent Evaluator or Other Qualified Professional** (Complete this section if the person making the request is not the parent/guardian.)

Name: \_\_\_\_\_ Agency/Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Address: \_\_\_\_\_

My professional training and/or licensure or certification, if applicable, is (check all that apply):

Teacher, certified in the areas of: Illinois certified?  Y  N

Clinical Psychologist  School Psychologist

Licensed Clinical Social Worker  Licensed Social Worker

School Social Worker  Occupational Therapist

Physical Therapist  Speech/Language Pathologist

Audiologist  Psychiatrist

Registered Nurse  Certified School Nurse

Other qualified professional (list credentials):

I have been requested by the above named student's parent/guardian to conduct an evaluation of the student for the purpose of:

As part of this evaluation, I am requesting the following for the length of time noted (check all that apply):

Observation of student in the following classroom(s)/setting(s):

Duration: \_\_\_\_\_

Opportunity to interview the following personnel believed to work with the student:

Duration: \_\_\_\_\_

Opportunity to interview the student.

I will need more than one hour or one class period for my visit for the following reason(s):

\_\_\_\_\_

Student records, as noted in the attached, signed Authorization to Release Student Record Information.

**Acknowledgement** (To be completed by the person making the access request.)

I understand that the School District will allow me reasonable access to the school, school facilities, or educational programs or individual(s) I have requested as related to the purpose of my visit. I have been provided with a copy of 6:120-AP2, *Access to Classrooms and Personnel*, and agree to comply with its terms and conditions. I further understand that during my visit, I must honor all students' confidentiality rights and refrain from any re-disclosure of such records.

\_\_\_\_\_  
Individual Requesting Access Signature          Date

**Parent/Guardian Verification** (Must be completed whenever an independent evaluator or other qualified professional requests access.)

I, \_\_\_\_\_, am the parent/guardian of the above-named student, and I confirm that I have requested an evaluation of my child by the individual named herein, for the stated purpose(s). If requested above, I consent to my child being interviewed by the named evaluator as part of this visit understanding that the District has not conducted a background check on the evaluator. I have no reason to believe the evaluator poses a safety risk to my child or others. I further understand and agree that it is my responsibility to notify the School District in writing if I end my working relationship with the named evaluator prior to the completion of the tasks outlined herein and that the School District otherwise will work with the evaluator to provide reasonable access to the school, school building, school facility, personnel, or my child at mutually agreed upon times and in a manner that is least disruptive to the school setting or my child's academic program.

\_\_\_\_\_  
Parent/Guardian Signature          Date

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement

**6:120-AP3 Administrative Procedure - Service Animal Access Requests**

A service animal that is individually trained to perform tasks for the benefit of a student with a disability is permitted to accompany that student to all school functions, whether in or outside the classroom. The student's right to have a service animal in the educational setting must be carefully balanced with the rights of other students who are equally entitled to receive educational benefits at the school. Use this procedure to evaluate and manage legal and practical issues when the District receives a request for a service animal to accompany a disabled student at school.

Definitions

**Service Animal** - An animal such as a guide dog, signal dog, or any other animal that is individually trained to perform tasks for the benefit of a student with a disability. 105 ILCS 5/14-6.02. While the School Code and the Americans with Disabilities Act both use the word *animal*, research identifies that dogs are the most commonly used service animals.

**Adult Handler** - The adult who has been trained to handle a service animal and has agreed to handle the service animal in the educational setting.

Actor	Action
Parent/Guardian	<p>Informs the School District of the need for a service animal to accompany their disabled child to school.</p> <p>Completes 6:120-AP3, E1, <i>Request for a Service Animal to Accompany a Student in School Facilities</i>.</p>
Superintendent or designee	<p>Discusses this procedure with the Building Principal, other appropriate administrative and special education staff, and the Board Attorney.</p> <p>The Board Attorney will be a necessary participant in the District's efforts to manage the issues presented by a request for service animal access. The Superintendent may want to authorize the Building Principal to consult with the Board Attorney as needed.</p> <p>Contacts the District's insurance carrier(s) to assess appropriate coverage for issues involving service animals, including the adult handler.</p> <p>Consults with the Building Principal and Special Education Coordinator to determine whether the student has the right to be accompanied by a service animal.</p> <p>105 ILCS 5/14-6.02 only grants students with a disability the right to bring a service animal to school.</p>
IEP and/or 504 Team	<p>For a student who is not already identified as disabled, follows the District's evaluation procedures for determining whether a student is a student with a disability within the meaning of IDEA or Section 504. See Board policy 6:120, <i>Education of Children with Disabilities</i>.</p> <p>If a student does not qualify as a student with a disability, denies the service animal access request unless special circumstances exist and the Board Attorney advises that the request be granted.</p> <p>For a student with an IEP or Section 504 plan, or who qualifies for one, determines:</p> <ol style="list-style-type: none"> <li>1. Whether the service animal is a required <i>related service</i> to ensure the provision of a "free appropriate public education" (FAPE), and/or</li> <li>2. Whether the service animal is an appropriate <i>reasonable accommodation</i> for the student's disability.</li> </ol> <p>Conditionally approves the request if the answer to either of the above questions is positive (i.e., determines that the service animal will perform tasks for the benefit of a student with a disability). The service animal will be allowed to accompany the student to school, provided the service animal meets the criteria in 6:120-AP3, E1, <i>Request for a Service Animal to Accompany a Student in School Facilities</i>.</p> <p>If the request is denied, notifies the parent/guardian in writing of the reasons for the denial and the right to appeal. Provides any required procedural safeguard notices. See 23 Ill.Admin.Code Part 226; Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. Parts 104 and 300); and 6:120-AP1, E1, <i>Notice to Parents/Guardians Regarding Section 504 Rights</i>.</p>
Building Principal	<p><b>When service animal access is allowed:</b></p> <p>Permits the service animal to accompany the student to school if: (1) the IEP and/or 504 Team determined that the service animal will perform tasks for the benefit of a student with a disability, and (2) all of the criteria are met in 6:120-AP3, E1, <i>Request for a Service Animal to Accompany a Student in School Facilities</i>.</p> <p>Ensures that the District conducts a criminal background check on the adult handler. See 6:250-AP, <i>Securing and Screening Resource Persons and Volunteers</i>, and 6:250-E, <i>Resource Person and Volunteer Information Form and Waiver of Liability</i>.</p> <p>The ADA regulation, 28 C.F.R. §35.130(f), and the Illinois White Cane Act, 775 ILCS 30/, both prohibit charging a disabled individual a deposit or a surcharge as a condition to allowing a service animal to accompany the disabled individual. Consult the Board Attorney about payment of any criminal background screening fees for an adult handler.</p> <p>Creates a plan with the student's parent/guardian and the adult handler for:</p> <ol style="list-style-type: none"> <li>1. Integrating the animal into the classroom and school environment (assemblies, cafeteria, library, etc.), and</li> <li>2. Meeting the service animal's basic needs during the school day.</li> </ol> <p>Any plan depends on the individual student's service animal arrangement, any management issues, and the schedules within each individual building. The school staff is not required to provide care or assistance except in special circumstances (see 28 C.F.R. Part 35, App.A). Consider addressing: where the animal will urinate and defecate, who disposes of the waste, where the animal drinks water, and who provides it, etc.</p> <p>Checks with the school nurse regarding any known allergies among students attending the school.</p> <p>Manages identified students' competing educational interests by:</p> <ol style="list-style-type: none"> <li>1. Consulting the Board Attorney.</li> <li>2. Minimizing contact between any allergic students and the service animal.</li> <li>3. Creating a method to monitor identified competing educational interests between students.</li> <li>4. Responding to future unidentified competing educational interests and managing them immediately.</li> <li>5. Modifying any other conditions as the facts of the situation require.</li> </ol> <p>See <u><a href="#">Kalbfleisch ex rel. v. Columbia Community Unit School District</a></u>, Ill.App.3d 1105, for a discussion about the balancing of interests. Other helpful publications include:</p> <p>The U.S. Department of Education's "Reasonable Accommodation Handbook," Section C10, provides information about balancing competing interests in the context of a service animal's presence in the work environment. It is available at: <a href="http://www2.ed.gov/policy/gen/leg/foia/acshbom3.pdf">www2.ed.gov/policy/gen/leg/foia/acshbom3.pdf</a>.</p> <p>The Ill. Attorney General Office's "Disability Rights Service Animals: A Guide for Illinois Businesses and Other Public Accommodations," available at: <a href="http://www.illinoisattorneygeneral.gov/rights/servanimals.html">www.illinoisattorneygeneral.gov/rights/servanimals.html</a>.</p>



The U.S. Dept. of Justice's "Commonly Asked Questions about Service Animals in Places of Business," available at: [www.ada.gov/qasrvc.htm](http://www.ada.gov/qasrvc.htm).

Facilitates the dissemination of accurate information about the presence of the service animal at school while respecting privacy rights.

Creates a joint communication from the Building Principal and the parent/guardian of the student using a service animal. The communication should inform other students and their parents/guardians about the placement of a service animal in their educational setting.

Providing a joint communication allows the school to exchange the information needed to balance competing educational interests without violating federal or State laws that govern student records. See Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing rules at 34 C.F.R. Part 99; Ill. School Student Records Act, 105 ILCS 10/, and its implementing rules at 23 Ill.Admin.Code Part 375. FERPA prohibits schools from disclosing personally identifiable information from students' education records without the consent of a parent or eligible student, unless an exception applies. See policy 7:340, *Student Records*.

Prepares a list of answers to anticipated questions.

Educates students, staff, and the community about the rights of students to use service animals in the school and the consequences for mistreatment of animals. See Humane Care of Animals Act (510 ILCS 70/4.03, 70/4.04, and 70/7.15 make it unlawful to meddle or tamper with a service dog or to tease, strike or mistreat one); White Cane Law (775 ILCS 30/3 makes it unlawful to interfere with the rights of a disabled person); Guide Dog Access Act (720 ILCS 630/1 makes it unlawful to deny right of entry and use of facilities of any public place of accommodation).

**When a service animal arrives at school without notice:**

Requests the parent/guardian to retrieve the animal. Keeps the animal with the student until the parent/guardian removes the animal from school property.

Informs school personnel that the animal may not be taken away from the student.

Contacts animal control if the Principal or designee believes the animal may be dangerous or sick.

Informs the parent/guardian upon retrieval of the animal of the requirements in this procedure.

LEGAL REF.:105 ILCS 5/14-6.02.

Humane Care for Animals Act, 510 ILCS 70/.

Guide Dog Access Act, 720 ILCS 630/.

Illinois White Cane Act, 775 ILCS 30/.

28 C.F.R. Part 35.

28 C.F.R. §36.104.

34 C.F.R. Parts 100 and 300.

DATED: October 12, 2011

**6:120-AP3, E1 Exhibit - Request for a Service Animal to Accompany a Student in School Facilities**

This form identifies criteria to help the District minimize risks that a service animal poses to students, staff, and the educational environment. It is not based on speculation, stereotypes, or generalizations about students with disabilities. Each criterion includes guidelines and explanations with resources. A service animal that meets the criteria may accompany a student to all school functions in or outside the classroom.

**Parent/guardian** Complete this form and return it to the Building Principal. It will be used during the Individual Education Plan or Section 504 plan meeting.

Student name (please print)	DOB	
School attending	Grade	
Parent/Guardian name (please print)	Contact number	
Animal owner's name (if other than parent/guardian; please print)	Contact number	
Animal handler's name (if other than owner's name; please print)	Contact number	

Please initial before each of the following statements if the statement is true.

**The animal has completed a professional service animal training program.**

(Initials)

Guidelines	Explanation
<p>Trained service animals generally include:</p> <ul style="list-style-type: none"> <li>• Hearing dog</li> <li>• Guide dog</li> <li>• Assistance dog</li> <li>• Seizure alert dog</li> <li>• Mobility dog</li> <li>• Psychiatric service dog</li> <li>• Autism service dog (could be same as therapy dog)</li> </ul> <p>Trained service animals generally do not include:</p> <ul style="list-style-type: none"> <li>• Skilled Companion Animal</li> <li>• Social Dog</li> <li>• Facility Dog</li> <li>• Trained Agility Dog</li> <li>• Police Dog</li> <li>• Search And Rescue Dog</li> <li>• Helping Dog</li> </ul>	<p>To minimize risks, a service animal should be professionally trained. This training is different from and in addition to the <i>individualized training</i> to perform tasks for the benefit of the student.</p> <p>Assistance Dogs International, Inc. (ADI) is a coalition of not-for-profit organizations. Its purpose is to improve the areas of training, placement, and utilization of service dogs. See its website for service animal training programs at: <a href="http://www.assistancedogsinternational.org/Standards/ServiceDogStandards.php">www.assistancedogsinternational.org/Standards/ServiceDogStandards.php</a>.</p>

**The animal meets minimum standards for a service animal in public.**

(Initials)

Guidelines	Explanation
<p>Public appropriateness standards:</p> <ul style="list-style-type: none"> <li>• Clean, well-groomed with no offensive odor.</li> <li>• Does not urinate or defecate in inappropriate locations.</li> </ul> <p>Behavior standards:</p>	

- Does not disrupt the normal course of school business; solicit attention, visit or annoy, solicit or steal food or other items from any member of the staff or student population; or vocalize unnecessarily, i.e., barking, growling or whining, etc.
- Shows no aggression towards people or other animals, i.e., showing teeth, barking, growling, jumping on individuals, etc.

Requiring "minimum standards for a service animal in public" ensures that the school provides reasonable accommodations without fundamentally altering the nature of the school environment. No State laws or agency rules address specific minimum standards for a service animal. This list follows the ADI's "minimum standards for a service animal in public," available at:

[www.assistedogsinternational.org/Standards/ServiceDogStandards.php](http://www.assistedogsinternational.org/Standards/ServiceDogStandards.php).

Additional standards may be appropriate to meet a school building's and its students' needs. The ADI's sample public access test ensures that an animal has appropriate behavior for a public setting. Available at: [www.assistedogsinternational.org/publicaccesstest.php](http://www.assistedogsinternational.org/publicaccesstest.php).

General training standards:

- Works calmly and quietly on harness, leash, or other tether.
- Performs tasks in the school setting and lies quietly beside the student or adult handler without blocking aisles, doorways, etc.
- Trained to urinate and defecate on command.
- Stays within 24 inches of the student or adult handler at all times unless the nature of a trained task requires it to be working at a greater distance.

The animal is *individually trained* to perform tasks for the benefit of a student with a disability.

(Initials)

Guidelines	Explanation
<p>A service animal must perform individualized tasks to mitigate aspects of the student's disability.</p> <p>Identify individualized tasks:</p> <ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> </ol>	<p>105 ILCS 5/14-6.02 requires the service animal to be <i>individually trained</i> to perform tasks for the benefit of a student with a disability. This verification of training helps the school identify necessary IEP related services or 504 plan reasonable accommodations.</p> <p>Tasks may include, but are not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. 28 C.F.R. §36.104.</p>

The animal has a current rabies vaccination tag.

(Initials)

Guidelines	Explanation
<p>A service animal's vaccinations must be current and filed in the student's temporary record.</p>	<p>Illinois law only requires a current rabies vaccination, which is verified through a current rabies vaccination tag. 510 ILCS 5/8. Local municipalities, cities, or villages within the District's boundaries may have additional registration requirements. Require proof of those if they exist.</p>

The adult handler(s) may lawfully: 1. Be on school property, and

(Initials) 2. Have contact with children.

Guidelines	Explanation
<p>Identify adult handler(s):</p> <ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> </ol> <p>The animal handler must not be a person who is a "sex offender," as defined by the Sex Offender Registration Act, or a "violent offender against youth," as defined in the Child Murderer and Violent Offender Against Youth Registration Act.</p>	<p>At a minimum, 720 ILCS 5/11-9.3 prohibits a child sex offender from being present on school property when persons under the age of 18 are present. Note that some school boards forbid the use of convicted felons as volunteers. Board policy 6:250, <i>Community Resource Persons and Volunteers</i>, requires the Superintendent to establish procedures for securing and screening resource persons and volunteers. 6:250-AP, <i>Securing and Screening Resource Persons and Volunteers</i>, requires criminal history records checks for individuals who work in direct contact with students or where a check would be prudent.</p>

#### Acknowledgement

- I understand that the presence of a service animal may present competing educational rights between my student and other students at school. These issues may present at any time, and I understand that the Building Principal must manage them immediately. I will:
  - Participate in any meetings requested of me by the Building Principal;
  - Participate in drafting a joint communication to notify other students and their parents/guardians about the placement of the service animal; and
  - Authorize the school to disclose information as necessary to balance competing educational interests and integrate the animal into the classroom and the school environment.
- I understand that for the safety and protection of students and staff, which is necessary for the safe operation of the school, the school may revoke access because:
  - One of the criteria above is not present.
  - The service animal displays aggression or appears to be an imminent threat to the safety or health of any person in the school. If this occurs, the Building Principal will immediately contact me to remove the animal from school property and summon Animal Control.
  - The adult handler fails to follow the Building Principal's instructions.
- I understand that a service animal's owner is solely liable for any damage to persons, premises, or facilities that were caused by the service animal. I will hold the District, its employee, agents, and assigns harmless for any injury to, including death of, the service animal. I understand that the Local Governmental and

Governmental Employees Tort Immunity Act protects staff members from liability arising from actions consistent with Board policies and administrative procedures.

Parent/guardian signature _____	Date _____
Animal owner's signature _____	Date _____

The Building Principal and, if applicable, the IEP or 504 team, based this decision on the information provided in this request. *(Note to Building Principal: return a copy of this form to the individual(s) making the request, file the original in the student's temporary record, and send a copy to the District's main office.)*

**Approved**  **Denied**

_____	_____
Building Principal or designee	Date

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement

**6:120-AP3, E2 Exhibit - Service Animals in the Joint Agreement**

**I. PURPOSE**

The purpose of this policy is to establish procedures for the use of service animals in Tri-County Special Education (TCSE), its member districts, including school buildings, vehicles and other property.

**II. GENERAL STATEMENT OF POLICY**

TCSE/Member District will comply with all state and federal laws, regulations and rules regarding the use of service animals by disabled staff or students under appropriate circumstances.

**III. DEFINITION OF SERVICE ANIMAL**

This policy applies to any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protections or rescue work, pulling a wheelchair, or fetching dropped items. Service animals do not include wild animals, farm animals and rodents and animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being.

**IV. PROCEDURES/REQUIREMENTS**

Use of service animals by staff or students with a disability is subject to the following procedures and requirements:

- A. Staff members or parents must submit a request for the use of a service animal to the TCSE Director of Special Education. Such request must identify and describe the need for the service animal as it relates to the staff member or student's disability and describe the manner in which the service animal will meet the individual's particular need(s).
- B. Requests for the use of service animal on TCSE or member district property must, whenever possible, be made no less than three (3) weeks prior to the proposed use of the service animal. Under no circumstances may a service animal be on TCSE or member district property without prior approval by the Director of Special Education.
- C. As part of the TCSE's/Member District's consideration of a request for the use of a service animal, TCSE/Member District may require certain documentation, including, but not limited to:
  - a. Certification of proper vaccinations verified by a veterinarian;
  - b. Documentation of adequate liability insurance;
  - c. Documentation that the handler for the service animal is properly trained
  - d. Handler must submit to a fingerprint-based criminal history records check in accordance with 720 ILCS 5/11-9.3. All requirements must be completed prior to attending school with the student.
- D. TCSE's review of a request for the use of a service animal may include consideration by a student's special education team and/or Section 504 team. Also, TCSE may require a meeting with and/or additional information from the staff member or parent requesting the use of a service animal, including, but not limited to, documentation/consultation from the staff member's or student's health care provider.
- E. The use of a service animal on TCSE or member district property may be subject to a plan which introduces the service animal to the school environment, any appropriate training for staff and students regarding interaction with the service animal, and other activities or conditions deemed necessary by TCSE. TCSE's approval of the use of a service animal on TCSE or member district property is subject to periodic review, revision or revocation by the TCSE Joint Agreement Administration.
- F. Service animals must wear proper identification and always be on a leash or other form of restraint mechanism. It is the responsibility of the staff person or student (parent) who uses a service animal pursuant to this Policy to be the certified handler, providing proper handling of the service animal. In the case that the certified handler will not be with the service animal at school, identified staff must be trained to give commands to the service animal. Any cost incurred to handle the service animal will be the responsibility of the staff person or parent of the student who uses the service animal.
- G. TCSE retains discretion to exclude or remove a service animal from its property if:
  - a. The animal is out of control and/or the animal's handler does not effectively control the animal's behavior;
  - b. The animal is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the Joint Agreement; or
  - c. The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

**V. LIABILITY**

The staff member or student/parent is liable for any damage to TCSE, member district, or personal property, and any injuries to individual caused by their service animal. The staff member of student/parent who uses a service animal on TCSE or member district property will hold TCSE and member districts harmless and indemnify TCSE and member districts from any such damages. Further, the staff member, student/parent will be required to submit a certificate of liability insurance covering the service animal and identifying TCSE and member districts as additionally insured. The amount of required insurance coverage shall be determined by TCSE.

**REQUEST FOR A SERVICE ANIMAL TO ACCOMPANY A STUDENT IN SCHOOL FACILITIES**

*This form identifies criteria to help the District minimize risks that a service animal poses to students, staff, and the educational environment. It is not based on speculation, stereotypes, or generalizations about students with disabilities. Each criterion includes guidelines and explanations with resources. A service animal that meets the criteria may accompany a student to all school functions in or outside the classroom.*

**Please complete the following information:**

Date: \_\_\_\_\_ District: \_\_\_\_\_ Building: \_\_\_\_\_

Student/Staff Member Name: \_\_\_\_\_ Grade/Position: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

Handler Name: \_\_\_\_\_ Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

*(All handlers must submit to a fingerprint-based criminal history records check in accordance with 720 OLCS 5/11-9.3.)*

Name of Service Animal: \_\_\_\_\_

Type/Breed: \_\_\_\_\_

**Please initial before each of the following statements if the statement is true:**

1. \_\_\_\_\_ The service animal has been properly and currently vaccinated. *(Documentation attached)*

*(Initials)*

Guidelines	Explanation
A service animal's vaccinations must be current and filed in the student's temporary record.	Illinois law only requires a current rabies vaccination, which is verified through a current rabies vaccination tag. 510 ILCS 5/8. Local municipalities, cities, or villages within the District's boundaries may have additional registration requirements. TCSE or member district requires proof of those if they exist.

2. \_\_\_\_\_ The service animal is covered by adequate liability insurance. (Documentation attached)

(Initials)

3. \_\_\_\_\_ The service animal is required to assist the student/staff member because of disability.

(Initials)

Guidelines	Explanation
<p><u>Trained service animals generally include:</u></p> <p>Hearing Dog Guide Dog Assistance Dog</p> <p>Seizure Alert dog Mobility Dog Psychiatric Dog</p> <p>Autism Service/Therapy Dog</p> <p><u>Trained service animals generally do not include:</u></p> <p>Skilled Companion Animal Social Dog Facility Dog</p> <p>Trained Agility Dog Police Dog Helping Dog</p> <p>Search and Rescue Dog</p>	<p>To minimize risks, a service animal should be professional trained. This training is different from and in addition to the individualized training to perform tasks for the benefit of the student.</p> <p>Assistance Dogs International, Inc. (ADI) is a coalition of not-for-profit organizations. Its purpose is to improve the areas of training, placement, and utilization of service dogs. See its website for service animal training programs at: <a href="http://www.assistedoginternational.org/Standards/ServiceDogStandards.php">www.assistedoginternational.org/Standards/ServiceDogStandards.php</a>.</p>

4. What work or task has the animal been trained to perform for the staff member or student?

Guidelines	Explanation
<p>A service animal must perform individualized tasks to mitigate aspects of the student's disability.</p>	<p>105 ILCS 5/14-6.02 requires the service animal to be <i>individually trained</i> to perform tasks for the benefit of a student with a disability.</p> <p>Tasks may include, but are not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders/sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. 28 C.F.R. §36.104..</p>

5. \_\_\_\_\_ The animal qualifies as a service animal/meets minimum standards for service animal.

(Initials)

Guidelines	Explanation
<p><b>Public appropriateness standards:</b></p> <p>Clean, well-groomed with no offensive odor.</p> <p>Does not urinate/defecate in inappropriate locations.</p> <p><b>Behavior standards:</b></p> <p>Does not disrupt the normal course of school business; solicit attention, visit or annoy, solicit or steal food or other items from any member of the staff or student population; or vocalize unnecessarily, i.e., barking, growling or whining, etc.</p> <p>Shows no aggression towards people or other animals, i.e., showing teeth, barking, growling, jumping on individuals, etc.</p> <p><b>General training standards:</b></p> <p>Works calmly and quietly on harness, leash, tether.</p> <p>Performs tasks in the school setting and lies quietly beside the student/adult handler without blocking aisles, doorways, etc.</p> <p>Trained to urinate/defecate on command.</p> <p>Stays within 24 inches of the student or adult handler at all times unless the nature of a trained task requires it to be working at a greater distance.</p>	<p>Requiring "minimum standards for a service animal in public" ensures that the school provides reasonable accommodations without fundamentally altering the nature of the school environment. No State laws or agency rules address specific minimum standards for a service animal. This list follows the ADI's "minimum standards for a service animal in public," available at: See its website for service animal training programs at: <a href="http://www.assistedoginternational.org/Standards/ServiceDogStandards.php">www.assistedoginternational.org/Standards/ServiceDogStandards.php</a>.</p> <p>Additional standards may be appropriate to meet a school building's and its students' needs. The ADI's sample public access test ensures that an animal has appropriate behavior for a public setting. Available at: <a href="http://www.assistedoginternational.org/publicaccesstest.php">www.assistedoginternational.org/publicaccesstest.php</a>.</p>

6. \_\_\_\_\_ The service animal is under the control of a properly trained handler. (Documentation attached)

(Initials)

7. \_\_\_\_\_ The handler(s) may lawfully: 1. Be on school property, and 2. Have contact with children.

(Initials) (All handlers must submit to a fingerprint-based criminal history records check in accordance with 720 ILCS 5/11-

9.3.) TCSE or Member District will provide instructions about completion of requirements. All requirements must be completed prior to the handler attending school with the student.

Guidelines	Explanation
The animal handler must not be a person who is a "sex offender," as defined by the Sex Offender Registration Act, or a "violent offender against youth," as defined in the Child Murderer and Violent offender Against Youth Registration Act.	At a minimum, 720 ILCS 5/11-9.3 prohibits a child sex offender from being present on school property when persons under the age of 18 are present. Note that some school boards forbid the use of convicted felons as volunteers. Board policy 6:250, <i>Community Resource Persons and Volunteers</i> , requires the Superintendent to establish procedures for securing and screening resource persons and volunteers. 6:250-AP, <i>Securing and Screening Resource Persons and Volunteers</i> , requires criminal history records checks for individuals who work in direct contact with students.

**Acknowledgement:**

- IV. I understand that the presence of a service animal may present competing educational rights between my student and other students at school. These issues may present at any time, and I understand that the Building Principal must manage them immediately. I will:
  - d. Participate in any meetings requested of me by the Building Principal;
  - e. Participate in drafting a joint communication to notify other students and their parents/guardians about the placement of the service animal; and
  - f. Authorize the school to disclose information as necessary to balance competing educational interests and integrate the animal into the classroom and the school environment.
- V. I understand that for the safety and protection of students and staff, which is necessary for the safe operation of the school, the school may revoke access because:
  - d. One of the criteria above is not present.
  - e. The service animal displays aggression or appears to be an imminent threat to the safety or health of any person in the school. If this occurs, the Building Principal will immediately contact me to remove the animal from school property and summon Animal Control.
  - f. The adult handler fails to follow the Building Principal's instructions.
- VI. I understand that a service animal's owner is solely liable for any damage to persons, premises, or facilities that were caused by the service animal. I will hold the District, its employee, agents, and assigns harmless for any injury to, including death of, the service animal. I understand that the Local Governmental and Governmental Employees Tort Immunity Act protects staff members from liability arising from actions consistent with Board policies and administrative procedures.

\_\_\_\_\_  
Parent/Guardian Name, (Please Print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

The TCSE/District Administrator and, if applicable, the IEP or 504 team, based this decision on the information provided in this request. (Note to Administrator: return a copy of this form to the individual(s) making the request, file the original in the student's temporary record, and send a copy to the District's main office and send a copy to TCSE Director.)

Approved  Denied

\_\_\_\_\_  
TCSE/District Administrator or designee

\_\_\_\_\_  
Date

DATED: November 9, 2016

**6:120-AP4 Administrative Procedure - Care of Students with Diabetes**

The Ill. Council of School Attorneys prepared material for implementing the Care of Students with Diabetes Act (105 ILCS 145/, added by P.A. 96-1485). This material includes:

1. Sample procedures for the care of students with diabetes
2. Answers to FAQs on: process for selecting a delegated care aide; training; developing a diabetes care plan; classroom management; and sample authorization, release, and acknowledgement

The material is posted on the IASB website, [iasb.com/law/diabmats.cfm](http://iasb.com/law/diabmats.cfm).

School officials should periodically check the IASB website for updates to the material that are made in response to legislation or other developments.

DATED: October 12, 2011

Tri-Co Special Ed JT Agreement



## 6:190 Extracurricular and Co-Curricular Activities

The Director must approve an activity in order for it to be considered a Joint Agreement-sponsored extracurricular or co-curricular activity, using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of student-participants.
2. Fees assessed students are reasonable and do not exceed the actual cost of operation.
3. The Joint Agreement has sufficient financial resources for the activity.
4. Requests from students.
5. The activity will be supervised by a school-approved sponsor.

Non-school sponsored student groups are governed by Executive Council policy, 7:330, *Student Use of Buildings - Equal Access*.

### Academic Criteria for Participation

Most students who attend Joint Agreement programs participate in extracurricular activities in their home district. These students are required to meet the academic requirement of their district of residence.

Students who participate in Joint Agreement extracurricular activities participate at the discretion of their teachers and other Joint Agreement staff.

### LEGAL REF.:

105 ILCS 5/10-20.30 and 5/24-24.

CROSS REF.: 4:170 (Safety), 7:10 (Equal Educational Opportunities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:300 (Extracurricular Athletics), 7:330 (Student Use of Buildings - Equal Access), 8:20 (Community Use of School Facilities)

Adopted: July 11, 2018

## 6:210 Instructional Materials

All Joint Agreement classrooms and learning centers should be equipped with an evenly-proportioned, wide assortment of instructional materials, including textbooks, workbooks, audio-visual materials, and electronic materials. These materials should provide quality learning experiences for students and:

1. Enrich and support the curriculum;
2. Stimulate growth in knowledge, literary appreciation, aesthetic values, and ethical standards;
3. Provide background information to enable students to make informed judgments and promote critical reading and thinking;
4. Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society, and
5. Contribute to a sense of the worth of all people regardless of sex, race, religion, nationality, ethnic origin, sexual orientation, disability, or any other differences that may exist.

The Director or designee shall annually provide a list of textbooks and instructional materials used in the Joint Agreement to the Executive Council. Anyone may inspect any textbook or instructional material.

Teachers are encouraged to use age-appropriate supplemental material only when it will enhance, or otherwise illustrate, the subjects being taught. No R-rated movie shall be shown to students unless prior approval is received from the Director or designee, and no movie rated NC-17 (no one 17 and under admitted) shall be shown under any circumstances. These restrictions apply to television programs and other media with equivalent ratings. The Director or designee shall give parents/guardians an opportunity to request that their child not participate in a class showing a movie, television program, or other media with an R or equivalent rating.

### Instructional Materials Selection and Adoption

The Director shall approve the selection of all textbooks and instructional materials according to the standards described in this policy. The School Code governs the adoption and purchase of textbooks and instructional materials.

LEGAL REF.:105 ILCS 5/10-20.8 and 5/28-19.1.

CROSS REF.:6:30 (Organization of Instruction and Curriculum Development), 6:80 (Teaching About Controversial Issues), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 8:110 (Public Suggestions and Concerns)

ADOPTED:October 11, 2017

## 6:220 Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct

The Director or designee shall establish a *Bring Your Own Technology (BYOT) Program*. The program will:

1. Promote educational excellence by facilitating resource sharing, innovation, and communication to enhance (a) technology use skills; (b) web-literacy and critical thinking skills about Internet resources and materials, including making wise choices; and (c) habits for responsible digital citizenship required in the 21st century.
2. Provide sufficient wireless infrastructure within budget parameters.
3. Provide access to the Internet only through the District's electronic networks.
4. Identify approved BYOT devices and what District-owned technology devices may be available; e.g., laptops, tablet devices, E-readers, and/or smartphones.
5. Align with established board policies.
6. Provide relevant staff members with BYOT professional development opportunities, including the provision of:
  - a. Classroom management information about issues associated with the program, e.g., technical support, responsible use, etc.;
  - b. A copy of or access to this policy and any building-specific rules for the program;
  - c. Additional training, if necessary, about 5:170, *Copyright*; and
  - d. Information concerning appropriate behavior of staff members as required by State law and policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
7. Provide a method to inform parents/guardians and students about this policy.
8. Include the program in the annual report to the Board as required under policy 6:10, *Education Philosophy and Objectives*.

The District reserves the right to discontinue its BYOT program at any time. The District does not provide liability protection for BYOT devices, and it is not responsible for any damages to them.

### Responsible Use

The District recognizes students participating in the program as responsible young adults and holds high expectations of their conduct in connection with their participation in the program. Teachers may encourage students to bring their own devices as supplemental in-class materials when: (a) using the devices will appropriately enhance, or otherwise illustrate, the subjects being taught; (b) the Building Principal has approved their use and found that their use is age-appropriate; and (c) the student's parent/guardian has signed the *Bring Your Own Technology (BYOT) Program Participation Authorization and Responsible Use Agreement Form*. A student's right to privacy in his or her device is limited; any reasonable suspicion of activities that violate law or Board policies will be treated according to policy 7:140, *Search and Seizure*.

Responsible use in the program incorporates into this policy the individual's *Acceptable Use of Electronic Networks* agreement pursuant to policy 6:235, *Access to Electronic Networks*. Responsible use also incorporates the established usage and conduct rules in policy 5:125, *Social Media and Personal Technology; Usage and Conduct* for staff and 7:190, *Student Behavior* for students. Failure to follow these rules and the specific BYOT program student guidelines may result in: (a) the loss of access to the District's electronic network and/or student's BYOT privileges; (b) disciplinary action pursuant to 7:190 *Student Behavior*, 7:200, *Suspension Procedures*, or 7:210, *Expulsion Procedures*; and/or (c) appropriate legal action, including referrals of suspected or alleged criminal acts to appropriate law enforcement agencies.

### LEGAL REF.:

Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h) and (l).

Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6508.

16 C.F.R. Part 312, Children's Online Privacy Protection Rule.

105 ILCS 5/10-20.8.

CROSS REF.: 1:30 (School District Philosophy), 4:140 (Waiver of Student Fees), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:170 (Copyright), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:120 (Education of Children with Disabilities), 6:210 (Instructional Materials), 6:235 (Access to Electronic Networks), 7:140 (Search and Seizure), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:340 (Student Records)

Adopted: January 9, 2019

### 6:230 Library Media Program

The Director or designee shall manage the Joint Agreement's library media program to comply with, (1) State law and Ill. State Board of Education (ISBE) rule, and (2) the following standards:

1. The program includes an organized collection of resources available to students and staff to supplement classroom instruction, foster reading for pleasure, enhance information literacy, and support research, as appropriate to students of all abilities in the grade levels served.
2. Financial resources for the program's resources and supplies are allocated to meet students' needs.
3. Students in all grades served have equitable access to library media resources.
4. The advice of an individual who is qualified according to ISBE rule is sought regarding the overall direction of the program, including the selection and organization of materials, provision of instruction in information and technology literacy, and structuring the work of library paraprofessionals.
5. Staff members are invited to recommend additions to the collection.
6. Students may freely select resource center materials as well as receive guided selection of materials appropriate to specific, planned learning experiences.

LEGAL REF.:

23 Ill.Admin.Code §1.420(o).

CROSS REF.: 6:30 (Organization of Instruction and Curriculum Development), 6:210 (Instructional Materials)

Adopted: July 11, 2018

Tri-Co Special Ed JT Agreement

## 6:235 Access to Electronic Networks

Electronic networks, including the Internet, are a part of the Joint Agreement's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Director shall develop an implementation plan for this policy and appoint system administrator(s).

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

### Curriculum and Appropriate Online Behavior

The use of the Joint Agreement's electronic networks shall: (1) be consistent with the curriculum adopted by the Joint Agreement as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Director's implementation plan, use the Internet throughout the curriculum.

The Joint Agreement's electronic network is part of the curriculum and is not a public forum for general use.

### Acceptable Use

All use of the Joint Agreement's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the Joint Agreement's electronic networks or Joint Agreement computers. General rules for behavior and communications apply when using electronic networks. The Joint Agreement's administrative procedure, *Acceptable Use of the District's Electronic Networks*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

### Internet Safety

Technology protection measures shall be used on each Joint Agreement computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Director or designee. The Director or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Director or system administrator. The Director or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

### Authorization for Electronic Network Access

Each staff member must sign the Joint Agreement's *Authorization for Electronic Network Access* as a condition for using the Joint Agreement's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

All users of the Joint Agreement's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

The failure of any student or staff member to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

LEGAL REF.: No Child Left Behind Act, 20 U.S.C. §6777.

Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).

Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

720 ILCS 5/26.5.

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:30 (Organization of Instruction and Curriculum Development), 6:210 (Instructional Materials), 6:220 (Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools)

ADOPTED: July 11, 2012

## 6:240 Field Trips and Recreational Class Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the Joint Agreement's educational objectives.

All field trips must have the Director or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Executive Council. The Director or designee shall analyze the following factors to determine whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Director or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) shall be given the opportunity to consent to their child's participation in any field trip; and (2) are responsible for all entrance fees, food, lodging, or other costs, except that the Joint Agreement will pay such costs for students who qualify for a fee waiver under Board policy 4:140, *Waiver of Student Fees*. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition.

Privately arranged trips, including those led by Joint Agreement staff members, shall not be represented as or construed to be sponsored by the Joint Agreement or school. The Joint Agreement does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

### Recreational Class Trips

Recreational class trips are permissible provided they do not interfere with the Joint Agreement's educational goals. The provisions in this policy concerning field trips are also applicable to recreational class trips, except those regarding educational value.

LEGAL REF.:  
105 ILCS 5/29-3.1.

CROSS REF.: 4:140 (Waiver of Student Fees), 6:10 (Educational Philosophy and Objectives), 7:10 (Equal Educational Opportunities), 7:270 (Administering Medicines to Students)

Adopted: July 11, 2018

## 6:250 Community Resource Persons and Volunteers

The Executive Council encourages the use of resource persons and volunteers to: (1) increase students' educational attainment; (2) provide enrichment experiences for students; (3) increase the effective utilization of staff time and skills; (4) give more individual attention to students; and (5) promote greater community involvement.

Resource persons and volunteers may be used:

1. For non-teaching duties not requiring instructional judgment or evaluation of students;
2. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (such as computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
3. To assist with academic programs under a certificated teacher's immediate supervision;
4. To assist in times of violence or other traumatic incidents within the Joint Agreement by providing crisis intervention services to lessen the effects of emotional trauma on staff, students, and the community, provided the volunteer meets the qualifications established by the Ill. School Crisis Assistance Team Steering Committee;
5. As a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval; or
6. As supervisors, chaperones, or sponsors for non-academic school activities.

The Director shall follow Board policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, to establish procedures for securing and screening resource persons and volunteers. A person who is a *sex offender*, as defined by the *Sex Offender Registration Act*, or a *violent offender against youth*, as defined in the *Murderer and Violent Offender Against Youth Registration Act*, is prohibited from being a resource person or volunteer. All volunteer coaches must comply with the requirement to report hazing in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.:

105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.

720 ILCS 5/12C-50.1, Failure to Report Hazing.

730 ILCS 150/1 et seq., Sex Offender Registration Act.

730 ILCS 152/101 et seq., Sex Offender Community Notification Law.

730 ILCS 154/75 et seq., Murderer and Violent Offender Against Youth Community Notification Law.

730 ILCS 154/101 et seq., Murderer and Violent Offender Against Youth Registration Act.

CROSS REF.: 4:170 (Safety), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:280 (Duties and Qualifications), 8:30 (Visitors to and Conduct on School Property), 8:95 (Parental Involvement)

Adopted: July 11, 2018

## 6:255 Assemblies and Ceremonies

Assemblies must be approved by the Director or designee and be consistent with the Joint Agreement's educational objectives.

The Joint Agreement shall not endorse or otherwise promote invocations, benedictions, and group prayers at any school assembly, ceremony, or other school-sponsored activity.

LEGAL REF.: Lee v. Weisman, 112 S.Ct. 2649 (1992).

Santa Fe Independent School Joint Agreement v. Doe, 120 S.Ct. 2266 (2000).

Jones v. Clear Creek Independent School Joint Agreement, 977 F.2d 963 (5th Cir., 1992), *reh'g denied*, 983 F.2d 234 (5th Cir., 1992) and *cert. denied*, 113 S.Ct. 2950 (1993).

CROSS REF.: 6:70 (Teaching About Religion), 6:80 (Teaching About Controversial Issues)

ADOPTED: September 14, 2016



**6:260 Complaints About Curriculum, Instructional Materials, and Programs**

Persons with suggestions or complaints about curriculum, instructional materials, and programs should complete a curriculum objection form and/or use the Uniform Grievance Procedure. A parent/guardian may request that his/her child be exempt from using a particular instructional material or program by completing a curriculum objection form.

CROSS REF.:2:260 (Uniform Grievance Procedure), 8:110 (Public Suggestions and Concerns)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

## 6:270 Guidance and Counseling Program

The Joint Agreement provides a guidance and counseling program for students. The Director or designee shall direct the Joint Agreement's guidance and counseling program. School counseling services, as described by State law, may be performed by a qualified guidance specialist or any certificated staff member.

Each staff member is responsible for effectively guiding students under his/her supervision in order to provide early identification of intellectual, emotional, social, or physical needs, diagnosis of any learning disabilities, and development of educational potential. The Joint Agreement's counselors shall offer counseling to those students who require additional assistance.

The guidance program will assist students to identify career options consistent with their abilities, interests, and personal values. Students shall be encouraged to seek the help of counselors to develop specific curriculum goals that conform to the student's career objectives. High school juniors and seniors will have the opportunity to receive career-oriented information. Representatives from colleges and universities, occupational training institutions and career-oriented recruiters, including the military, may be given access to the school campus in order to provide students and parents/guardians with information.

LEGAL REF.:105 ILCS 5/10-22.24a and 5/10-22.24b.

23 Ill.Admin.Code §1.420(q).

CROSS REF.: 6:50 (School Wellness), 6:65 (Student Social and Emotional Development), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED:October 12, 2011

Tri-Co Special Ed JT Agreement

## 6:280 Grading and Promotion

The Director shall establish a system of grading and reporting academic achievement to students and their parents/guardians, which system of reporting may be modified to meet an individual student's needs as specified in his or her individualized education program. A student shall not be promoted solely based upon age or any other social reason, except as provided in the student's individualized education program. Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A Joint Agreement administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

- A miscalculation of test scores,
- A technical error in assigning a particular grade or score,
- The teacher agrees to allow the student to do extra work that may impact the grade,
- An inappropriate grading system used to determine the grade, or
- An inappropriate grade based on an appropriate grading system.

Should a grade change be made, the administrator making the change must sign the changed record.

**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 5/2-3.64a-5, 5/10-20.9a, 5/10-21.8, and 5/27-27.

CROSS REF.: 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:300 (Graduation Requirements), 6:340 (Student Testing and Assessment Program), 7:50 (School Admissions and Eligibility for Services)

ADOPTED: February 23, 2015

Tri-Co Special Ed JT Agreement

## 6:290 Homework

Homework is part of the District's instructional program and has the overarching goal of increasing student achievement. Homework is assigned to further a student's educational development and is an application or adaptation of a classroom experience. The Director shall provide guidance to ensure that homework:

1. Is used to reinforce and apply previously covered concepts, principles, and skills;
2. Is not assigned for disciplinary purposes;
3. Serves as a communication link between the school and parents/guardians;
4. Encourages independent thought, self-direction, and self-discipline; and
5. Is of appropriate frequency and length, and does not become excessive, according to the teacher's best professional judgment.

Recognizing the importance of parental involvement in homework, the Superintendent or designee shall ensure that parents/guardians are informed of, (1) whom to contact with questions or concerns about homework assignments, and (2) methods to facilitate homework completion.

The Superintendent or designee shall annually report to the Board on the effectiveness of homework assignments on increasing student achievement.

ADOPTED: October 11, 2017

Tri-Co Special Ed JT Agreement

## 6:300 Graduation Requirements

To graduate from high school, unless otherwise exempted, each student is responsible for:

1. Completing all graduation requirements of his or her home district that are in addition to the State requirements.
2. Completing all courses as provided in the School Code, 105 ILCS 5/27-22.
3. Completing all minimum requirements for graduation as specified by Illinois State Board of Education rule, 23 Ill.Admin.Code §1.440.
4. Passing an examination on patriotism and principles of representative government, proper use of the flag, methods of voting, and the Pledge of Allegiance.
5. Participating in State assessments that are required for graduation by the School Code, 105 ILCS 5/2-3.64a-5(c), unless the student is exempt.
6. Beginning with the 2020-2021 school year, filing one of the following: (1) a Free Application for Federal Student Aid (FAFSA) with the U.S. Dept. of Education, (2) an application for State financial aid, or (3) an Ill. State Board of Education (ISBE) waiver form indicating that the student understands what these aid opportunities are and has chosen not to file an application. If the student is not at least 18 years of age or legally emancipated, the student's parent/guardian must file one of these documents on the student's behalf.

A student is exempt from this requirement if: (1) the student is unable to file a financial aid application or an ISBE waiver due to extenuating circumstances, (2) the Building Principal attests the Joint Agreement made a good faith effort to assist the student or the student's parent/guardian with filing a financial aid application or an ISBE waiver form, and (3) the student has met all other graduation requirements.

The Director or designee is responsible for:

1. Maintaining a description of all course offerings that comply with the above graduation requirements.
2. Notifying students and their parents/guardians of graduation requirements.
3. Developing the criteria for #4 above.
4. Complying with State law requirements for students who transfer during their senior year because their parent(s)/guardian(s) are on active military duty. This includes making reasonable adjustments to ensure graduation if possible, or efforts to ensure that the original (transferor) school district issues the student a diploma.
5. Taking all other actions to implement this policy.

### Certificate of Completion

A student with a disability who has an Individualized Education Program prescribing special education, transition planning, transition services, or related services beyond the student's four years of high school, qualifies for a certificate of completion after the student has completed four years of high school. The student is encouraged to participate in the graduation ceremony of his or her high school graduation class. The Director or designee shall provide timely written notice of this requirement to children with disabilities and their parents/guardians.

### LEGAL REF.:

105 ILCS 5/2-3.64a-5, 5/22-27, 5/27-3, 5/27-22, and 5/27-22.10.

105 ILCS 70/, Educational Opportunity for Military Children Act.

23 Ill.Admin.Code §1.440.

CROSS REF.: 6:30 (Organization of Instruction and Curriculum Development), 7:50 (School Admissions and Student Transfers To and From Non-Joint Agreement Schools)

Adopted: January 8, 2020

### 6:340 Student Testing and Assessment Program

The Joint Agreement student assessment program provides information for determining individual student achievement and instructional needs, curriculum and instruction effectiveness, and school performance measured against Joint Agreement student learning objectives and statewide norms.

The Director or designee shall manage the student assessment program that, at a minimum:

1. Administers the State assessment system, known as the *Illinois Assessment of Readiness (IAR)*, to all students and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests.
2. Informs students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.

All reliable assessments administered by the Joint Agreement and scored by entities outside of the Joint Agreement must be (1) reported to ISBE on its form by the 30<sup>th</sup> day of each school year, and (2) made publicly available to parents/guardians of students. Council policy 7:340, *Student Records*, and its implementing procedures govern recordkeeping and access issues.

#### LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act.

105 ILCS 10/, Illinois School Student Records Act.

105 ILCS 5/2-3.63, 5/2-3.64a-5, 5/10-17a, 5/22-82, and 5/27-1.

CROSS REF.: 6:280 (Grading and Promotion), 7:340 (Student Records)

Adopted: August 21, 2019



## 7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, actual or potential marital or parental status, including pregnancy. Further, the Joint Agreement will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the Joint Agreement remains viewpoint neutral when granting access to school facilities under Executive Council policy 8:20, *Community Use of School Facilities*. Any student may file a discrimination grievance by using Council policy 2:260, *Uniform Grievance Procedure*.

### Sex Equity

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using Council policy 2:260, *Uniform Grievance Procedure*. A student may appeal the Council's resolution of the complaint to the Regional Superintendent (pursuant to 105 ILCS 5/3-10) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8).

### Administrative Implementation

The Director shall appoint a Nondiscrimination Coordinator. The Director and Building Principal shall use reasonable measures to inform staff members and students of this policy and grievance procedure.

### LEGAL REF.:

20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972, implemented by 34 C.F.R. Part 106.

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).

Ill. Constitution, Art. I, §18.

105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60 (P.As 100-29 and 100-163, final citations pending), 5/10-22.5, and 5/27-1.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

775 ILCS 35/5, Religious Freedom Restoration Act.

23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services), 7:330 (Student Use of Buildings - Equal Access), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

Adopted: February 14, 2018



## 7:10-E Exhibit - Equal Educational Opportunities Within the School Community

The Cooperative welcomes diversity in its schools. Policy 7:10, *Equal Educational Opportunities* cites the many civil rights laws that guarantee equal education opportunities to all students. In addition, the policies below address the equal educational opportunities, health, safety, and general welfare of students within the Cooperative. These policies are not a complete list, and depending on the factual context, another policy not specifically listed may apply.

1. 2:260, *Uniform Grievance Procedure*, contains the process for an individual to seek resolution of a complaint. A student may use this policy to complain about bullying. The Cooperative Complaint Manager shall address the complaint promptly and equitably.
2. 6:65, *Student Social and Emotional Development*, requires that social and emotional learning be incorporated into the Cooperative's curriculum and other educational programs.
3. 7:10, *Equal Educational Opportunities*, requires that equal educational and extracurricular opportunities be available to all students without regard to, among other protected statuses, sex, sexual orientation, and gender identity.
4. 7:20, *Harassment of Students Prohibited*, prohibits any person from harassing, intimidating, or bullying a student based on an actual or perceived characteristic that is identified in the policy including, among other protected statuses, sex, sexual orientation, and gender identity.
5. 7:130, *Student Rights and Responsibilities*, recognizes that all students are entitled to rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting.
6. 7:160, *Student Appearance*, prohibits students from dressing or grooming in such a way as to disrupt the educational process, interfere with a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency.
7. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, contains the comprehensive structure for the Cooperative's bullying prevention program.
8. 7:250, *Student Support Services*, directs the Superintendent to develop protocols for responding to students' social, emotional, or mental health needs that impact learning.
9. 7:340, *Student Records*, contains the comprehensive structure for managing school student records, keeping them confidential, and providing access as allowed or required.

ADOPTED: September 14, 2016

Tri-Co Special Ed JT Agreement

## 7:15 Student and Family Privacy Rights

### Surveys

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the Joint Agreement's educational objectives as identified in Executive Council policy 6:10, *Educational Philosophy and Objectives*, or assist students' career choices. This applies to all surveys, regardless of whether the student answering the questions can be identified and regardless of who created the survey.

### Surveys Created by a Third Party

Before a school official or staff member administers or distributes a survey or evaluation created by a third party to a student, the student's parent(s)/guardian(s) may inspect the survey or evaluation, upon their request and within a reasonable time of their request.

This section applies to every survey: (1) that is created by a person or entity other than a Joint Agreement official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions.

### Survey Requesting Personal Information

School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey or evaluation (created by any person or entity, including the Joint Agreement) containing one or more of the following items:

1. Political affiliations or beliefs of the student or the student's parent/guardian.
2. Mental or psychological problems of the student or the student's family.
3. Behavior or attitudes about sex.
4. Illegal, anti-social, self-incriminating, or demeaning behavior.
5. Critical appraisals of other individuals with whom students have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian.
8. Income other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

The student's parent(s)/guardian(s) may:

1. Inspect the survey or evaluation upon, and within a reasonable time of, their request, and/or
2. Refuse to allow their child to participate in the activity described above. The school shall not penalize any student whose parent(s)/guardian(s) exercised this option.

### Instructional Material

A student's parent(s)/guardian(s) may inspect, upon their request, any instructional material used as part of their child's educational curriculum within a reasonable time of their request.

The term "instructional material" means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

### Physical Exams or Screenings

No school official or staff member shall subject a student to a non-emergency, invasive physical examination or screening as a condition of school attendance. The term "invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

The above paragraph does not apply to any physical examination or screening that:

1. Is permitted or required by an applicable State law, including physical examinations or screenings that are permitted without parental notification.
2. Is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.).
3. Is otherwise authorized by Council policy.

### Selling or Marketing Students' Personal Information Is Prohibited

No school official or staff member shall market or sell personal information concerning students (or otherwise provide that information to others for that purpose). The term "personal information" means individually identifiable information including: (1) a student or parent's first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) a telephone number, (4) a Social Security identification number or (5) driver's license number or State identification card.

The above paragraph does not apply: (1) if the student's parent(s)/guardian(s) have consented; or (2) to the collection, disclosure or, use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:

1. College or other postsecondary education recruitment, or military recruitment.
2. Book clubs, magazines, and programs providing access to low-cost literary products.
3. Curriculum and instructional materials used by elementary schools and secondary schools.
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.
5. The sale by students of products or services to raise funds for school-related or education-related activities.
6. Student recognition programs.

Under no circumstances may a school official or staff member provide a student's "personal information" to a business organization or financial institution that issues credit or debit cards.

### Notification of Rights and Procedures

The Director or designee shall notify students' parents/guardians of:

1. This policy as well as its availability upon request from the general administration office.
2. How to opt their child out of participation in activities as provided in this policy.
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled.
4. How to request access to any survey or other material described in this policy.

This notification shall be given parents/guardians at least annually, at the beginning of the school year, and within a reasonable period after any substantive change in this policy.

The rights provided to parents/guardians in this policy transfer to the student when the student turns 18 years old, or is an emancipated minor.

LEGAL REF.:

20 U.S.C. §1232h, Protection of Pupil Rights Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

105 ILCS 5/10-20.38.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities)

Adopted: February 14, 2018

Tri-Co Special Ed JT Agreement

## 7:20 Harassment of Students Prohibited

### Bullying, Intimidation, and Harassment Prohibited

No person, including a Joint Agreement employee or agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The Joint Agreement will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

### Sexual Harassment Prohibited

Sexual harassment of students is prohibited. Any person, including a Joint Agreement employee or agent, or student, engages in sexual harassment whenever he or she makes sexual advances, requests sexual favors, and/or engages in other verbal or physical conduct, including sexual violence, of a sexual or sex-based nature, imposed on the basis of sex, that:

1. Denies or limits the provision of educational aid, benefits, services, or treatment; or that makes such conduct a condition of a student's academic status; or
2. Has the purpose or effect of:
  - a. Substantially interfering with a student's educational environment;
  - b. Creating an intimidating, hostile, or offensive educational environment;
  - c. Depriving a student of educational aid, benefits, services, or treatment; or
  - d. Making submission to or rejection of such conduct the basis for academic decisions affecting a student.

The terms "intimidating," "hostile," and "offensive" include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The term *sexual violence* includes a number of different acts. Examples of sexual violence include, but are not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion.

### Making a Complaint

Students are encouraged to report claims or incidences of bullying, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. A student may choose to report to a person of the student's same sex.

An allegation that a student was a victim of any prohibited conduct perpetrated by school personnel, including a school vendor or volunteer, shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*, in addition to any response required by this policy.

The Director shall insert into this policy the names, addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator and Complaint Managers. At least one of these individuals will be female, and at least one will be male.

### **Nondiscrimination Coordinator:**

Staci Hood

TC Ward School

200 N. Division Street, Du Quoin, IL 62832

shood@tcse.us

618-5684-2109

### **Complaint Managers:**

Melissa Lingle

TC Dewey School

1000 N. Main Street, Anna, IL 62966

mlingle@tcse.us

618-684-2109

Michael Reel

TC Central Office

1335 N. Cedar Court, Carbondale, IL 62901

mreel@tcse.us

618-684-2109

The Director shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the Joint Agreement's student handbook(s), on the Joint Agreement's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

### Investigation Process

Supervisors, Building Principals, or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

The Joint Agreement shall investigate alleged harassment of students when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

### Alleged Incidents of Sexual Abuse

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

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*, in addition to any response required by this policy.

### Enforcement

Any Joint Agreement employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and

including discharge. Any Joint Agreement student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.:

20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972.

34 C.F.R. Part 106.

105 ILCS 5/10-20.12, 10-22.5, 5/27-1, and 5/27-23.7.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

23 Ill.Admin.Code §1.240 and Part 200.

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

## 7:50 School Admissions and Eligibility for Services

Special education services shall be available to eligible children with disabilities from the age of three (3) through the age of twenty-one (21) who are enrolled in the Member Districts.

Unless otherwise determined by a student's individualized education program team, the student who has successfully completed a secondary program shall be granted a diploma by the student's resident school district and all eligibility for public school education is terminated, including special education and related services. The parent and the student shall participate in the decision to terminate public school responsibility prior to age twenty-two (22).

LEGAL REF: 20U.S.C. §1400 et seq.

42 U.S.C. §12101 et seq.

105 ILCS 5/10-20.12, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/14-16, 5/26-1, 5/26-2, and 5/27-10/8.1.

23 Ill.Admin.Code Part 226.

CROSS REF.:7:60 (Residency)

ADOPTED:October 12, 2011

Tri-Co Special Ed JT Agreement

## **7:60 Residency**

### Member Districts

Students who are eligible for special education services and are residents of a Member District may participate in the programs available through the Joint Agreement according to provisions in their individualized education programs.

### Non-Member Districts

Eligible students who are not residents of a Member District may participate in the special education programs available through the Joint Agreement, providing classroom space is available and the sending (resident) district pays the Joint Agreement the regular tuition charge as determined by State law. The sending district shall pay the per capita cost as provided in Section 14-7.01 of the School Code (105 ILCS 5/13-7.01). All enrolled students must comply with the Joint Agreement's policies on student discipline.

LEGAL REF.:105 ILCS 5/10-20.12a, 5/10-20.12b, and 5/10-22.5.

CROSS REF.:7:190 (Student Discipline)

ADOPTED:October 12, 2011

## 7:70 Attendance and Truancy

### Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age. Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because his or her religion forbids secular activity on a particular day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness, observance of a religious holiday, death in the immediate family, family emergency, other situations beyond the control of the student, other circumstances that cause reasonable concern to the parent/guardian for the student's safety or health, or other reason as approved by the Director or designee.

### Absenteeism and Truancy Program

The Director or designee shall manage an absenteeism and truancy program in accordance with the School Code and Executive Council policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Director or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in the School Code, Section 26-2a.
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem.
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Council policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. Reasonable efforts to provide ongoing professional development to teachers, administrators, Council members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
9. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
10. A protocol for cooperating with non-Joint Agreement agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Council policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
11. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
12. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Director believes qualifies.
13. A process for a 17-year-old resident to participate in the Joint Agreement's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous 6 months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *Students School Admissions and Student Transfers To and From Non-Joint Agreement Schools*.
14. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

#### LEGAL REF.:

105 ILCS 5/26-1 through 16.

705 ILCS 405/3-33.5, Juvenile Court Act of 1987.

23 Ill.Admin.Code §§1.242 and 1.290.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-Joint Agreement Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:190 (Student Behavior), 7:340 (Student Records)

Adopted: January 9, 2019



#### **7:80 Release Time for Religious Instruction/Observance**

A student shall be released from school, as an excused absence, to observe a religious holiday or for religious instruction. The student's parent/guardian must give written notice to the Building Principal at least five calendar days before the student's anticipated absence(s). This notice shall satisfy the Joint Agreement's requirement for a written excuse when the student returns to school.

The Director shall develop and distribute to teachers appropriate procedures regarding student absences for religious reasons and include a list of religious holidays on which a student shall be excused from school attendance, how teachers are notified of a student's impending absence, and the State law requirement that teachers provide the student with an equivalent opportunity to make up any examination, study, or work requirement.

LEGAL REF.: Religious Freedom Restoration Act, 775 ILCS 35/.

105 ILCS 5/26-1 and 5/26-2b.

CROSS REF.: 7:70 (Attendance and Truancy)

ADOPTED: October 11, 2017

#### **7:90 Release During School Hours**

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

#### **Early Dismissal Announcement**

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

CROSS REF.:4:170 (Safety)

ADOPTED:October 12, 2011

Tri-Co Special Ed JT Agreement

**7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students**

The students' resident/home district is responsible for ensuring that its students who are enrolled in the Joint Agreement's programs are in compliance with State law regarding health examinations and immunizations.

LEGAL REF.:

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act

105 ILCS 5/27-8.1 and 45/1-20.

410 ILCS 45/7.1 and 315/2e.

23 Ill.Admin.Code §1.530.

77 Ill.Admin.Code Part 665.

77 Ill.Admin.Code Part 690.

CROSS REF.:7:280 (Communicable and Chronic Infectious Disease)

ADOPTED:May 10, 2017

Tri-Co Special Ed JT Agreement

### 7:130 Student Rights and Responsibilities

All students are entitled to enjoy the rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting. Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate Joint Agreement policies or rules will be subject to disciplinary measures.

Students may, during the school day, during noninstructional time, voluntarily engage in individually or collectively initiated, non-disruptive prayer or religious-based meetings that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, are not sponsored, promoted, or endorsed in any manner by the school or any school employee. *Noninstructional time* means time set aside by a school before actual classroom instruction begins or after actual classroom instruction ends.

LEGAL REF.:20 U.S.C. §7904.

105 ILCS 20/5.

Tinker v. Des Moines Independent School Joint Agreement, 89 S.Ct. 733 (1969).

CROSS REF.:7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:190 (Student Behavior)

ADOPTED:January 13, 2016

## 7:140 Search and Seizure

In order to maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as, lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there. This paragraph applies to student vehicles parked on school property. In addition, Building Principals shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing.

The Director may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

### Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as, purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the Joint Agreement's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age and sex, and the nature of the infraction.

When feasible, the search should be conducted as follows:

1. Outside the view of others, including students,
2. In the presence of a school administrator or adult witness, and
3. By a certificated employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by the school authority who conducted the search, and given to the Director.

### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the Joint Agreement's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

### Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Director or designee shall notify students and their parents/guardians of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS 75/:

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.
2. School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination.

LEGAL REF.:105 ILCS 5/10-20.14, 5/10-22.6, and 5/10-22.10a.

Right to Privacy in the School Setting Act, 105 ILCS 75/.

Cornfield v. Consolidated High School Dist. No. 230, 991 F.2d 1316 (7th Cir., 1993).

People v. Dilworth, 661 N.E.2d 310 (Ill., 1996), *cert. denied*, 116 S.Ct. 1692 (1996).

People v. Pruitt, 662 N.E. 2d 540 (Ill.App.1, 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).

T.L.O. v. New Jersey, 105 S.Ct. 733 (1985).

Vernonia School Dist. 47J v. Acton, 115 S.Ct. 2386 (1995).

Safford Unified School Dist. No. 1 v. Redding, 129 S. Ct. 2633 (2009).

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:150 (Agency and Police Interviews), 7:190 (Student Behavior)

ADOPTED:January 13, 2016

## 7:150 Agency and Police Interviews

The Director shall develop procedures to manage requests by agency officials or police officers to interview students at school. Procedures will:

1. Recognize individual student rights and privacy,
2. Recognize the potential impact an interview may have on an individual student,
3. Minimize potential disruption,
4. Foster a cooperative relationship with public agencies and law enforcement, and
5. Comply with State law including, but not limited to, ensuring that before a law enforcement officer, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Superintendent or designee will:
  - a. Notify or attempt to notify the student's parent/guardian and document the time and manner in writing;
  - b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, guidance counselor, or any other mental health professional) are present during the questioning; and
  - c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.

### LEGAL REF.:

105 ILCS 5/10-20.64, 5/22-85 (final citation pending)

55 ILCS 80/, Children's Advocacy Center Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/31-1 et seq., Interference with Public Officers Act.

725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

Adopted: January 8, 2020

### **7:160 Student Appearance**

A student's appearance, including dress and grooming, must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency. Procedures for handling students who dress or groom inappropriately will be developed by the Director and included in the Student Handbook(s).

LEGAL REF.:105 ILCS 5/10-22.25b.

Tinker v. Des Moines Independent School Joint Agreement, 89 S.Ct. 733 (1969).

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

ADOPTED:October 11, 2017

Tri-Co Special Ed JT Agreement

**7:170 Vandalism**

The Executive Council will seek restitution from students and their parents/guardians for vandalism or other student acts that cause damage to school property.

LEGAL REF.:

740 ILCS 115/.

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

Adopted: August 21, 2019

Tri-Co Special Ed JT Agreement



## 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

1. Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important Joint Agreement goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

2. During any school-sponsored education program or activity.
3. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
4. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
5. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by a Joint Agreement or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This item (4) applies only in cases in which a school administrator or teacher receives a report that bullying through this means has occurred and it does not require a Joint Agreement or school to staff or monitor any nonschool-related activity, function, or program.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

*Restorative measures* means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school.

*School personnel* means persons employed by, on contract with, or who volunteer in a school District, including without limitation school and school District administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

### Bullying Prevention and Response Plan

The Director or designee shall develop and maintain a bullying prevention and response plan that advances the Joint Agreement's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the following requirements:

Using the definition of *bullying* as provided in this policy, the Director or designee shall emphasize to the school community that: (1) the Joint Agreement prohibits bullying, and (2) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior. Bullying is contrary to State law and the policy of this Joint Agreement. However, nothing in the Joint Agreement's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the Joint Agreement named officials or any staff member. The Joint Agreement named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted.

### Definitions from 105 ILCS 5/27-23.7

*Bullying* includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

Placing the student or students in reasonable fear of harm to the student's or students' person or property; Causing a substantially detrimental effect on the student's or students' physical or mental health; Substantially interfering with the student's or students' academic performance; or Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

### **Nondiscrimination Coordinator:**

Staci Hood

TC Ward School

200 N. Division Street, Du Quoin, IL 62832

shood@tcse.us

618-684-2109

### **Complaint Managers:**

Melissa Lingle

1000 N. Main Street, Anna, IL 62906

mlingle@tcse.us

618-684-2109

Michael Reel

1335 N. Cedar Court, Carbondale, IL 62901

mreel@tcse.us

618-684-2109

1. Consistent with federal and State laws and rules governing student privacy rights, the Director or designee shall promptly inform parent(s)/guardian(s) of all students involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
2. The Director or designee shall promptly investigate and address reports of bullying, by, among other things:
  - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of the incident of bullying was received and taking into consideration additional relevant information received during the course of the investigation about the reported incident of bullying.
  - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
  - c. Notifying the Building Principal or school administrator or designee of the report of the incident of bullying as soon as possible after the report is received.
  - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents and guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the principal or school administrator or his or her designee to discuss the

investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Director or designee shall investigate whether a reported act of bullying is within the permissible scope of the Joint Agreement's jurisdiction and shall require that the Joint Agreement provide the victim with information regarding services that are available within the Joint Agreement and community, such as counseling, support services, and other programs.

3. The Director or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
4. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. A student's act of reprisal or retaliation will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.
5. A student will not be punished for reporting bullying or supplying information, even if the Joint Agreement's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.
6. The Joint Agreement's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
7. The Director or designee shall post this policy on the Joint Agreement's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
8. The Director or designee shall assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. This process shall include, without limitation:
  - a. The frequency of victimization;
  - b. Student, staff, and family observations of safety at a school;
  - c. Identification of areas of a school where bullying occurs;
  - d. The types of bullying utilized; and
  - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the Joint Agreement already collects for other purposes. The Director or designee must post the information developed as a result of the policy evaluation on the Joint Agreement's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students.

12. The Joint Agreement's bullying prevention plan must be consistent with other Board policies.
13. The Director or designee shall fully inform staff members of the Joint Agreement's goal to prevent students from engaging in bullying and the measures being used to accomplish it. This includes each of the following:
  - a. Communicating the Joint Agreement's expectation and State law requirement that teachers and other certificated or licensed employees maintain discipline.
  - b. Establishing the expectation that staff members: (1) intervene immediately to stop a bullying incident that they witness or immediately contact building security and/or law enforcement if the incident involves a weapon or other illegal activity, (2) report bullying, whether they witness it or not, to an administrator, and (3) inform the administration of locations on school grounds where additional supervision or monitoring may be needed to prevent bullying.
  - c. Where appropriate in the staff development program, providing strategies to staff members to effectively prevent bullying and intervene when it occurs.
  - d. Establishing a process for staff members to fulfill their obligation to report alleged acts of bullying.

LEGAL REF.:

405 ILCS 49, Children's Mental Health Act.

105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.

23 Ill.Admin.Code §§1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:310 (Restrictions on Publications; Elementary Schools)

Adopted: January 9, 2019

## 7:185 Teen Dating Violence Prohibited

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited. For purposes of this policy, the term *teen dating violence* occurs whenever a student uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.

The Director or designee shall develop and maintain a program to respond to incidents of teen dating violence that:

1. Fully implements and enforces each of the following Board policies:
  - a. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on the student's actual or perceived characteristics of sex, sexual orientation; gender identity, and gender-related identity or expression (this policy includes more protected statuses).
  - b. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals:
  - a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence.
  - b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*.
3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager.
5. Notifies students and parents/guardians of this policy.

Incorporated

by Reference: 7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.:

105 ILCS 110/3.10.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Adopted: May 8, 2019

## 7:190 Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

### When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

### Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
  - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
  - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
  - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
  - d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
  - e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
  - f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
  - g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
  - h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the Weapons section of this policy, or violating the Weapons section of this policy.
5. Using or possessing a cellular telephone, electronic signaling device, two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal.
6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a Joint Agreement staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Director or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term *possession* includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Director or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

#### Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The Joint Agreement will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed 2 calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled may also be restricted from being on school grounds and at school activities.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the Joint Agreement and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

School staff members shall not use isolated time out and physical restraints other than as permitted in Section 10-20.33 of the School Code, State Board of Education rules, and procedures developed by the Director. Neither isolated time out nor physical restraints shall be used to discipline or punish a student.

#### Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relation to school shall be expelled for a period of at least one calendar year but not more than 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Director, and the Director's determination may be modified by the Board on a case-by-case basis. The Director or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

#### Re-Engagement of Returning Students

The Director or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

#### Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. Dept. of State Police (ISP), and any involved student's parent/guardian. *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

#### Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Director, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend

students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

#### Student Handbook

The Director, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the Joint Agreement's disciplinary policies. These disciplinary rules shall be presented annually to the Council for its review and approval.

A student handbook, including the Joint Agreement disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated

by Reference: 7:190-AP4, (Use of Isolated Time Out and Physical Restraint)

LEGAL REF.:

20 U.S.C. §6081, Pro-Children Act of 1994.

20 U.S.C. §7961 et seq., Gun Free Schools Act.

105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7, 5/31-3, and 110/3.10.

410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.

410 ILCS 647/, Powdered Caffeine Control and Education Act.

430 ILCS 66/, Firearm Concealed Carry Act.

23 Ill.Admin.Code §1.280.

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools), 8:30 (Visitors to and Conduct on School Property)

Adopted: January 9, 2019

Tri-Co Special Ed JT Agreement

## 7:200 Suspension Procedures

### In-School Suspension

The Director or designee is authorized to maintain an in-school suspension program. The program shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

### Out-of-School Suspension

The Director or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall:
  - a. Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
  - b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit;
  - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
  - d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
  - e. Depending upon the length of the out-of-school suspension, include the following applicable information:
    - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:
      - a) A threat to school safety, or
      - b) A disruption to other students' learning opportunities.
    - ii. For a suspension of 4 or more school days, an explanation:
      - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted,
      - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student, and
      - c) That the student's continuing presence in school would either:
        - i) Pose a threat to the safety of other students, staff, or members of the school community, or
        - ii) Substantially disrupt, impede, or interfere with the operation of the school.
      - iii. For a suspension of 5 or more school days, the information listed in section 4.e.ii., above, along with documentation by the Director or designee determining what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension.
5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Director or designee.
6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for the suspension, the Director or designee shall invite a representative from the Department of Human Services to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above.

LEGAL REF.:105 ILCS 5/10-22.6.

Goss v. Lopez, 95 S.Ct. 729 (1975).

Sieck v. Oak Park River-Forest High School, 807 F.Supp. 73 (N.D. Ill., E.D., 1992).

CROSS REF.:5:100 (Staff Development), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

ADOPTED: May 11, 2016

## 7:210 Expulsion Procedures

The final authority for expulsion of a student receiving services from the Joint Agreement lies with the Board of Education of the student's district of residence. The district of residence's policy for expulsion of students will be followed, including the due process procedure.

No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability. A special education student whose gross disobedience or misconduct is not a manifestation of his/her disability may be expelled pursuant to the expulsion procedures, in accordance with the district of residence, provided that the student shall continue to receive educational services as provided in the individualized education program during the period of expulsion.

LEGAL REF.:34 CFR §300.530-300.536.

105 ILCS 5/10-22.6.

23 Ill.Admin.Code §226.400.

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline), 7:230 (Misconduct by Students with Disabilities)

ADOPTED:October 16, 2013



## **7:220 Bus Conduct**

All students must follow the Joint Agreement's *School Bus Safety Rules*.

### School Bus Suspensions

The Director, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Prohibited student conduct as defined in Executive Council policy, 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Director or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the Executive Council may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The Joint Agreement's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

### Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

### Electronic Recordings on School Buses

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Council's discipline policy and shall reimburse the Joint Agreement for any necessary repairs or replacement.

LEGAL REF.: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.

105 ILCS 5/10-20.14, 5/10-22.6, and 10/.

720 ILCS 5/14-3(m).

23 Ill. Admin. Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 7:340 (Student Records)

ADOPTED: May 11, 2016

## **7:230 Misconduct by Students with Disabilities**

### Behavioral Interventions

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The Executive Council will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

### Discipline of Special Education Students

The Joint Agreement shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Council of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

LEGAL REF.:Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.

Gun-Free Schools Act, 20 U.S.C. §7151 et seq.

34 C.F.R. §§300.101, 300.530 - 300.536.

105 ILCS 5/10-22.6 and 5/14-8.05.

23 Ill.Admin.Code §226.400.

Honig v. Doe, 108 S.Ct. 592 (1988).

CROSS REF.:2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct)

ADOPTED:October 16, 2013

## **7:240 Conduct Code for Participants in Extracurricular Activities**

The Director or designee, using input from coaches and sponsors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with Executive Council policy. The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in removal from the activity. The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Council.

Participants in extracurricular activities must abide by the conduct code for the activity and Board policy 7:190, *Student Behavior*. All coaches and sponsors of extracurricular activities shall annually review the conduct code with participants and provide participants with a copy. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 12 participating in these programs.

### Performance Enhancing Drug Testing of High School Student Athletes

The Illinois High School Association (IHSA) prohibits participants in an athletic activity sponsored or sanctioned by IHSA from ingesting or otherwise using any performance enhancing substance on its banned substance list, without a written prescription and medical documentation provided by a licensed physician who evaluated the student-athlete for a legitimate medical condition. IHSA administers a performance-enhancing substance testing program. Under this program, student athletes are subject to random drug testing for the presence in their bodies of performance-enhancing substances on the IHSA's banned substance list. In addition to being penalized by IHSA, a student may be disciplined according to Board policy 7:190, *Student Behavior*.

LEGAL REF.: Board of Education of Independent School Dist. No. 92 v. Earls, 122 S.Ct. 2559 (2002).

Clements v. Board of Education of Decatur, 478 N.E.2d 1209 (Ill.App.4, 1985).

Kevin Jordan v. O'Fallon THSD 203, 706 N.E.2d 137 (Ill.App.5, 1999).

Todd v. Rush County Schools, 133 F.3d 984 (7th Cir., 1998).

Veronia School Dist. 475 v. Acton, 515 U.S. 646 (1995).

105 ILCS 5/24-24, 5/27-23.3, and 25/2.

CROSS REF.: 5:280 (Duties and Qualifications), 6:190 (Extracurricular and Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:300 (Extracurricular Athletics)

ADOPTED: May 11, 2016

Tri-Co Special Ed JT Agreement

## 7:250 Student Support Services

The following student support services may be provided by the Joint Agreement:

1. Health services supervised by a qualified school nurse. The Director or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.

The Director or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. The Joint Agreement, however, assumes no liability for preventing, identifying, or treating such needs.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

### LEGAL REF.:

405 ILCS 49/, Children's Mental Health Act of 2003.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

105 ILCS 5/10-20.58.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:280 (Communicable and Chronic Infectious Diseases), 7:340 (Student Records)

Adopted: January 9, 2019

## 7:270 Administering Medicines to Students

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

No Joint Agreement employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *Medication Information Form (Form)* is submitted by the student's parent/guardian. No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

### Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed a *Form*. The Director or designee will ensure an Emergency Action Plan is developed for each self-administering student.

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed a *Form*. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an Ill. Food Allergy Emergency Action Plan and Treatment Authorization Form, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act.

The Joint Agreement shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the Joint Agreement and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.

### Joint Agreement Supply of Undesignated Epinephrine Injectors

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

### Administration of Medical Cannabis

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

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a *designated caregiver* to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a *medical cannabis infused product* to a child who is a student on the premises of his or her school or on his or her school bus if:
  - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
  - b. Copies of the registry identification cards are provided to the Joint Agreement;
  - c. That student's parent/guardian completed, signed, and submitted a *School Medication Authorization Form - Medical Cannabis*; and
  - d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the *medical cannabis infused product* to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

*Medical cannabis infused product* (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of the Joint Agreement or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The Joint Agreement may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

### Void Policy

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

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

### Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

### Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

### LEGAL REF.:

105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.

105 ILCS 145/, Care of Students with Diabetes Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act, and scheduled to be repealed on July 1, 2020.

720 ILCS 550/, Cannabis Control Act.

23 Ill. Admin. Code §1.540.

CROSS REF.: 7:285 (Food Allergy Management)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement

## 7:275 Orders to Forgo Life-Sustaining Treatment

Written orders from parent(s)/guardian(s) to forgo life-sustaining treatment for their child must be signed by the student's physician and given to the Director. This policy shall be interpreted in accordance with the Illinois Health Care Surrogate Act, 755 ILCS 40/.

Whenever an order to forgo life-sustaining treatment is received, the Director shall convene a multi-disciplinary team that includes:

1. The student, when appropriate;
2. The student's parent(s)/guardian(s);
3. Other medical professionals, e.g., licensed physician, physician's assistant, or nurse practitioner;
4. Local first responders for the building in which the student is assigned to attend school;
5. The school nurse;
6. Other individuals to provide support to the student or his or her parent(s)/guardian(s); and
7. School personnel designated by the Director.

The team shall determine guidelines to be used by school staff members in the event the child suffers a life-threatening episode at school or a school event.

The Joint Agreement personnel shall convey orders to forgo life-sustaining treatment to the appropriate emergency or healthcare provider.

LEGAL REF.:

Health Care Surrogate Act, 755 ILCS 40/.

Cruzan v. Director, Missouri Dept. of Health, 497 U.S. 261 (1990).

In re C.A., a minor, 236 Ill.App.3d 594 (1st Dist. 1992).

Adopted: February 14, 2018

Tri-Co Special Ed JT Agreement

## **7:280 Communicable and Chronic Infectious Disease**

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the Executive Council's policies. The Director will develop procedures to safeguard these rights while managing health and safety concerns.

LEGAL REF.:105 ILCS 5/10-21.11.

410 ILCS 315/2a.

23 Ill.Admin.Code §§ 1.610 and 226.300.

77 Ill.Admin.Code Part 690.

Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.

Rehabilitation Act, Section 504, 29 U.S.C. §794(a).

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement



## 7:285 Allergy Management Program

### Food Allergies

School attendance may increase a student's risk of exposure to allergens that could trigger a food-allergic reaction. A food allergy is an adverse reaction to a food protein mediated by the immune system which immediately reacts causing the release of histamine and other inflammatory chemicals and mediators. While it is not possible for the Joint Agreement to completely eliminate the risks of exposure to allergens when a student is at school, a Food Allergy Management Program using a cooperative effort among students' families, staff members, and students helps the Joint Agreement reduce these risks and provide accommodations and proper treatment for allergic reactions.

The Director or designee shall develop and implement a Food Allergy Management Program that:

1. Fully implements the following goals established in the School Code: (a) identifying students with food allergies, (b) preventing exposure to known allergens, (c) responding to allergic reactions with prompt recognition of symptoms and treatment, and (d) educating and training all staff about management of students with food allergies, including administration of medication with an injector, and providing an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management.
2. Follows and references the applicable best practices specific to the Joint Agreement's needs in the joint State Council of Education and Ill. Dept. of Public Health publication *Guidelines for Managing Life-Threatening Food Allergies in Schools*, available at:

[www.isbe.net/Documents/food\\_allergy\\_guidelines.pdf](http://www.isbe.net/Documents/food_allergy_guidelines.pdf).

3. Complies with State and federal law and is in alignment with Council policies.

### Latex Allergies

Students with latex allergies shall have an emergency action plan in place and accessible emergency medication.

The emergency action plan shall be developed according to procedures developed by the Director with the assistance of the Joint Agreement's medical advisor and nursing staff.

### LEGAL REF.:

105 ILCS 5/2-3.149 and 5/10-22.39.

*Guidelines for Managing Life-Threatening Food Allergies in Schools (Guidelines)*, jointly published by the State Council of Education and Ill. Dept. of Public Health.

CROSS REF.:4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:September 14, 2016

## 7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

### Suicide and Depression Awareness and Prevention Program

The Director or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of Ann Marie's Law listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
  - a. For students, implementation will incorporate Council policy 6:60, *Curriculum Content*, which implements 105 ILCS 5.2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
  - b. For staff, implementation will incorporate Council policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
  - a. The training required by 105 ILCS 5/10-22.39 for licensed Joint Agreement personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
  - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide. Implementation will incorporate paragraph number 2, above, along with:
  - a. Council policy 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social and emotional development in the Cooperative's educational program);
  - b. Council policy 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services.
  - c. Council policy 7:250, *Student Support Services*, implementing the Children's Mental Health Act of 2003, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
  - d. State and/or federal resources that address emotional or mental health safety plans for students who are at a potentially increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Council policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Council policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the Joint Agreement's Suicide and Depression Awareness and Prevention Program.

### Illinois Suicide Prevention Strategic Planning Committee

The Director or designee shall attempt to develop a relationship between the Joint Agreement and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the Joint Agreement's Suicide Prevention and Depression Awareness Program.

### Monitoring

The Council will review and update this policy pursuant to Ann Marie's Law and Council policy 2:240, *Council Policy Development*.

### Information to Staff, Parents/Guardians, and Students

The Director shall inform each school district employee about this policy and ensure its posting on the Joint Agreement's website. The Director or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the Joint Agreement.

### Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Children's Mental Health Act of 2003, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 *et seq.*

The Joint Agreement, Council, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the Joint Agreement, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

### LEGAL REF.:

105 ILCS 5/2-3.166, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

745 ILCS 10/.

CROSS REF.: 2:240 (Council Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

Adopted: January 9, 2019

### 7:300 Extracurricular Athletics

Student participation in school-sponsored extracurricular athletic activities is contingent upon the following:

1. The student must meet the academic criteria set forth in Executive Council policy 6:190, *Extracurricular and Co-Curricular Activities*.
2. A parent/guardian of the student must provide written permission for the student's participation, giving the District full waiver of responsibility of the risks involved.
3. The student must present a current certificate of physical fitness issued by a licensed physician, an advanced practice nurse, or a physician assistant. The **Pre-Participation Physical Examination Form**, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
4. The student must show proof of accident insurance coverage either by a policy purchased through the District-approved insurance plan or a parent(s)/guardian(s) written statement that the student is covered under a family insurance plan.
5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parent(s)/guardian(s) must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Director or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, *Equal Educational Opportunities*, and (2) shall maintain the necessary records to ensure student compliance with this policy.

LEGAL REF.: 105 ILCS 5/10-20.30, 5/10-20.54, 5/22-80, and 25/2.

23 Ill. Admin. Code §1.530(b).

CROSS REF.: 4:170 (Safety), 6:190 (Extracurricular and Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:305 (Student Concussions and Head Injuries), 7:340 (Student Records)

ADOPTED: January 13, 2016

## 7:305 Student Athlete Concussions and Head Injuries

The Director or designee shall develop and implement a program to manage concussions and head injuries suffered by students. The program shall:

1. Prepare for the full implementation of the Youth Sports Concussion Safety Act, that provides, without limitation, each of the following:
  - a. The Board must appoint or approve members of a Concussion Oversight Team for the District.
  - b. The Concussion Oversight Team shall establish each of the following based on peer-reviewed scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention:
    - i. A return-to-play protocol governing a student's return to interscholastic athletic practice or competition following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol.
    - ii. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise the person responsible for compliance with the return-to-learn protocol.
  - c. Each student and the student's parent/guardian shall be required to sign a concussion information receipt form each school year before participating in an interscholastic athletic activity.
  - d. A student shall be removed from an interscholastic athletic practice or competition immediately if any of the following individuals believes that the student sustained a concussion during the practice and/or competition: a coach, a physician, a game official, an athletic trainer, the student's parent/guardian, the student, or any other person deemed appropriate under the return-to-play protocol.
  - e. A student who was removed from interscholastic athletic practice or competition shall be allowed to return only after all statutory prerequisites are completed, including without limitation, the return-to-play and return-to-learn protocols developed by the Concussion Oversight Team. An athletic team coach or assistant coach may not authorize a student's return-to-play or return-to-learn.
  - f. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: all coaches or assistant coaches (whether volunteer or a district employee) of interscholastic athletic activities; nurses who serve on the Concussion Oversight Team; athletic trainers; game officials of interscholastic athletic activities; and physicians who serve on the Concussion Oversight Team.
  - g. The Board shall approve school-specific emergency action plans for interscholastic athletic activities to address the serious injuries and acute medical conditions in which a student's condition may deteriorate rapidly.
2. Comply with the concussion protocols, policies, and by-laws of the Illinois High School Association (IHSA), including its *Protocol for NFHS Concussion Playing Rules* and its *Return to Play Policy*. These specifically require that:
  - a. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion in a practice or game shall be removed from participation or competition at that time.
  - b. A student athlete who has been removed from an interscholastic contest for a possible concussion or head injury may not return to that contest unless cleared to do so by a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer.
  - c. If not cleared to return to that contest, a student athlete may not return to play or practice until the student athlete has provided his or her school with written clearance from a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois.
3. Require that all high school coaching personnel, including the head and assistant coaches, and athletic directors obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15.
4. Require all student athletes to view the IHSA's video about concussions.
5. Inform student athletes and their parents/guardians about this policy in the *Agreement to Participate* or other written instrument that a student athlete and his or her parent/guardian must sign before the student is allowed to participate in a practice or interscholastic competition.
6. Provide coaches and student athletes and their parents/guardians with educational materials from the IHSA regarding the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury.
7. Include a requirement for staff members to notify the parent/guardian of a student who exhibits symptoms consistent with that of a concussion.
8. Include a requirement for staff members to distribute the Ill. Dept. of Public Health concussion brochure to any student or the parent/guardian of a student who may have sustained a concussion, regardless of whether or not the concussion occurred while the student was participating in an interscholastic athletic activity, if available.

### LEGAL REF.:

105 ILCS 5/22-80.

105 ILCS 25/1.15.

CROSS REF.:4:170 (Safety), 7:300 (Extracurricular Athletics)

Adopted: January 9, 2019

## 7:310 Restrictions on Publications; Elementary Schools

### School-Sponsored Publications and Web Sites

School-sponsored publications, productions, and web sites are part of the curriculum and are not a public forum for general student use. School authorities may edit or delete material that is inconsistent with the Joint Agreement's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

### Non-School Sponsored Publications Accessed or Distributed On-Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, MP3 files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, CD-ROM, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., data or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the Joint Agreement.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by Executive Council policy and Student Handbooks; or
4. Is reasonably viewed as promoting illegal drug use.

Accessing or distributing "on-campus" includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

### Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

### Bullying and Cyberbullying

The Director or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Council policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.:105 ILCS 5/27-23.7

Hazelwood v. Kuhlmeier, 108 S.Ct. 562 (1988).

Hedges v. Wauconda Community Unit School Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 89 S.Ct. 733 (1969).

CROSS REF.:6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in School Provided by Non-School Related Entities)

ADOPTED:December 14, 2016

## 7:315 Restrictions on Publications; High Schools

### Definitions

*School official* means a Building Principal or designee.

*School-sponsored media* means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

*Student journalist* means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

*Student media adviser* means an individual employed, appointed, or designated by the Joint Agreement to supervise or provide instruction relating to school-sponsored media.

### School-Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and the School Board policies. Student journalists may not use school-sponsored media that:

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;
3. Violates federal or State law, including the Constitutional rights of third parties; or
4. Incites students to:
  - a. Commit an unlawful act;
  - b. Violate any of the Joint Agreement's policies, including but not limited to (1) its educational mission in policies 1:30, *Philosophy* and 6:10, *Educational Philosophy and Objectives*, and (2) speech that is socially inappropriate or inappropriate due to the maturity of the students pursuant to policies 6:65, *Student Social and Emotional Development*, and 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; or
  - c. Materially and substantially disrupt the orderly operation of the school.

All school-sponsored media shall comply with the ethics and rules of responsible journalism. Text that fits into numbers one (1) through four (4) above will not be tolerated and school officials and student media advisers may edit or delete such media material.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of the Joint Agreement or an expression of Board policy.

### Non-School Sponsored Publications Accessed or Distributed On Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, MP3 files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, CD-ROM, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., data or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the Joint Agreement.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

5. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
6. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, or invades the privacy of others, or infringes on a copyright;
7. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by School Board policy and Student Handbooks;
8. Is reasonably viewed as promoting illegal drug use;
9. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
10. Incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

### Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

### Bullying and Cyberbullying

The Director or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.:105 ILCS 5/27-23.7

Speech Rights of Student Journalists Act, 105 ILCS 80/.

Hazelwood v. Kuhlmeier, 108 S.Ct. 562 (1988).

Hedges v. Wauconda Community Unit School Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 89 S.Ct. 733 (1969)

Morse v. Frederick, 551 U.S. 393 (2007).

CROSS REF.:1:30 (Philosophy), 6:10 (Educational Philosophy and Objectives), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in School Provided by Non-School Related Entities)

ADOPTED:December 14, 2016



### 7:325 Student Fundraising Activities

No individual or organization is allowed to ask students to participate in fundraising activities while the students are on school grounds during school hours or during any school activity. Exceptions are:

1. School-sponsored student organizations; and
2. Parent organizations and booster clubs that are recognized pursuant to policy 8:90, *Parent Organizations and Booster Clubs*.

The Superintendent or designee shall manage student fundraising activities in alignment with the following directives:

1. Fundraising efforts shall not conflict with instructional activities or programs.
2. For any school that participates in the School Breakfast Program or the National School Lunch Program, fundraising activities involving the sale of food and beverage items to students during the school day while on the school campus must comply with the Ill. State Board of Education rules concerning the sale of competitive food and beverage items.
3. Participation in fundraising efforts must be voluntary.
4. Student safety must be paramount, and door-to-door solicitations are discouraged.
5. For school-sponsored student organizations, a school staff member must supervise the fundraising activities and the student activity funds treasurer must safeguard the financial accounts.
6. The fundraising efforts must be to support the organization's purposes and/or activities, the general welfare, a charitable cause, or the educational experiences of students generally.
7. The funds shall be used to the maximum extent possible for the designated purpose.
8. Any fundraising efforts that solicit donor messages for incorporation into school property (e.g., tiles or bricks) or placement upon school property (e.g., posters or placards) must:
  - a. Develop viewpoint neutral guidelines for the creation of messages;
  - b. Inform potential donors that all messages are subject to review and approval, and that messages that do not meet the established guidelines must be resubmitted or the donation will be returned; and
  - c. Place a disclaimer on all fundraising information and near the completed donor messages that all messages are "solely the expression of the individual donors and not an endorsement by the District of any message's content."

LEGAL REF.:105 ILCS 5/10-20.19(3).

23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.:4:90 (Activity Funds), 4:120 (Food Services), 8:80 (Gifts to the District), 8:90 (Parent Organizations and Booster Clubs)

ADOPTED:October 14, 2015



### 7:330 Student Use of Buildings - Equal Access

Student groups or clubs that are not school sponsored are granted free use of school premises for a meeting or series of meetings under the following conditions:

1. The meeting is held during those non-instructional times identified by the Director or designee for non-curricular student groups, clubs, or organizations to meet. *Non-instructional time* means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends. *Non-curricular student groups* are those student groups, clubs, or organizations that do not directly relate to the curriculum.
2. All non-curriculum related student groups that are not Joint Agreement sponsored receive substantially the same treatment.
3. The meeting is student-initiated, meaning that the request is made by a student.
4. Attendance at the meeting is voluntary.
5. The school will not sponsor the meeting.
6. School employees are present at religious meetings only in a non-participatory capacity.
7. The meeting and/or any activities during the meeting do not materially or substantially interfere with the orderly conduct of educational activities.
8. Non-school persons do not direct, conduct, control, or regularly attend the meetings.
9. The school retains its authority to maintain order and discipline.
10. A school staff member or other responsible adult is present in a supervisory capacity.
11. The Director or designee approves the meeting or series of meetings.

The Director or designee shall develop administrative procedures to implement this policy.

#### LEGAL REF.:

20 U.S.C. §4071 *et seq.*, Equal Access Act.

Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226 (1990).

Gernetzke v. Kenosha Unified Sch. Dist. No. 1, 274 F.3d 464 (7th Cir. 2001), *cert. denied*, 535 U.S. 1017.

CROSS REF.: 7:10 (Equal Education Opportunities), 8:20 (Community Use of School Facilities)

Adopted: July 11, 2018

## 7:340 Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 17 years who has been arrested or taken into custody.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The Joint Agreement may release directory information as permitted by law, but a parent/guardian shall have the right to object to the release of information regarding his or her child. However, the Joint Agreement will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the student's parent/guardian. Upon request, the Joint Agreement discloses school student records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law.

The Director shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

### LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act, implemented by 34 C.F.R. Part 99.

50 ILCS 205/7.

105 ILCS 5/10-20.21b, 5/20.37, 5/20.40, and 5/14-1.01 *et seq.*

105 ILCS 10/, III. School Student Records Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

750 ILCS 5/602.11, III. Marriage and Dissolution of Marriage Act.

23 Ill.Admin.Code Parts 226 and 375.

Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).

Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct)

Tri-Co Special Ed JT Agreement

#### **8:10 Connection with the Community**

The Board President is the official spokesperson for the School Board. The Superintendent is the District's chief spokesperson. The Superintendent or designee shall plan and implement a District public relations program to keep the community informed and build support through open and authentic communications. The public relations program shall include, without limitation, media relations; internal communications; communications to the community; communications to students and parents/guardians; emergency communications in coordination with the District Safety Coordinator; the District website and social media channels; and other efforts to reach all audiences using suitable mediums.

CROSS REF.:2:110 (Qualifications, Term, and Duties of Council Officers)

ADOPTED:October 14, 2015

Tri-Co Special Ed JT Agreement

## 8:20 Community Use of School Facilities

School facilities are available to community organizations during non-school hours when such use does not: (1) interfere with any school function or affect the safety of students or employees, or (2) affect the property or liability of the Joint Agreement. The use of school facilities for school purposes has precedence over all other uses. The Joint Agreement reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school facilities requires the prior approval of the Director or designee and is subject to applicable procedures.

Persons on school premises must abide by the Joint Agreement's conduct rules at all times.

Student groups, school-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no costs during regularly staffed hours. Facilities and grounds will not be made available to individuals for personal or social reasons or to business enterprises for commercial gain. All non-school sponsored groups, before using the facilities during non-regularly staffed hours, must provide a certificate of insurance naming the District as an *additional insured* or otherwise show proof of insurance. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities at any time. A fee schedule and other terms of use shall be prepared by the Director and be subject to annual approval by the Board.

LEGAL REF.: Boy Scouts of America Equal Access Act, 20 U.S.C. §7905.

10 ILCS 5/19-2.2.

105 ILCS 5/10-20.40, 5/10-22.10, and 5/29-3.5.

Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).

Lamb's Chapel v. Center Moriches Union Free School Joint Agreement, 113 S.Ct. 2141 (1993).

Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

CROSS REF.: 7:330 (Student Use of Building - Equal Access), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: June 12, 2013

## 8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

No material or literature shall be posted or distributed that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval as described in this policy.

### Community, Educational, Charitable, or Recreational Organizations

Community, educational, charitable, recreational, or similar groups may, under procedures established by the Director, advertise events pertinent to students' interests or involvement. All advertisements must (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Director or designee. The Joint Agreement reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

### Commercial Companies and Political Candidates or Parties

Commercial companies may purchase space for their advertisements in or on: (1) athletic field fences; (2) athletic, theater, or music programs; (3) student newspapers or yearbooks; (4) scoreboards; or (5) other appropriate locations. The advertisements must be consistent with this policy and its implementing procedures and be appropriate for display in a school context. Prior approval from the Director or designee is needed for all commercial or political advertisements.

No individual or entity may advertise or promote its interests by using the names or pictures of the Joint Agreement, any Joint Agreement school or facility, staff members, or students except as authorized by and consistent with administrative procedures and approved by the Council.

Material from candidates and political parties will not be accepted for posting or distribution, except when used as part of the curriculum.

### LEGAL REF.:

Lamb's Chapel v. Center Moriches Union Free Sch. Dist., 508 U.S. 384 (1993).

Berger v. Rensselaer Central Sch. Corp., 982 F.2d 1160 (7th Cir. 1993), *cert. denied*, 113 S.Ct. 2344 (1993).

Sherman v. Community Consolidated Sch. Dist. 21, 8 F.3d 1160 (7th Cir. 1993), *cert. denied*, 8 F.3d 1160 (1994).

Hedges v. Wauconda Community Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist., 640 F.3d 329 (8th Cir. 2011), *cert. denied*, 565 U.S. 1036 (2011).

DiLoreto v. Downey Unified Sch. Dist., 196 F.3d 958 (9th Cir. 1999).

CROSS REF.: 7:325 (Student Fundraising Activities), 7:330 (Student Use of Buildings - Equal Access)

Adopted: July 11, 2018

## 8:30 Visitors to and Conduct on School Property

The following definitions apply to this policy:

**School property** - School buildings and grounds, all Joint Agreement buildings and grounds, and parking areas; vehicles used for school purposes; and any location used for a Executive Council meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

**Visitor** - Any person other than an enrolled student or Joint Agreement employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Council meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Director or designee.

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

1. Strike, injure, threaten, harass, or intimidate a staff member, Council member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the Joint Agreement and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the Joint Agreement for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Council.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized Joint Agreement employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other Joint Agreement policies or regulations, or a directive from an authorized security officer or Joint Agreement employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the Joint Agreement or a School function.

### Convicted Child Sex Offender

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

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

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

### Exclusive Bargaining Representative Agent

**Please refer to the following current agreements:**

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

**For employees not covered by these agreements:**

Authorized agents of an exclusive bargaining representative, upon notifying the Building Principal's office, may meet with a school employee (or group of employees) in the school building during duty-free times of such employees.

### Enforcement

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

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

### Procedures to Deny Future Admission to School Events or Meetings

Before any person may be denied admission to school events or meetings as provided in this policy, the person has a right to a hearing before the Council. The Director may refuse the person admission pending such hearing. The Director or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 days before the Council hearing date. The hearing notice must contain:

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

LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. §7181 et seq., Pro-Children Act of 1994.

105 ILCS 5/10-20.5b, 5/22-33, 5/24-24, 5/24-25, and 5/27-23.7(a).

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

430 ILCS 66/, Firearm Concealed Carry Act.

410 ILCS 705/, Cannabis Tax and Regulation Act.

720 ILCS 5/11-9.3.

CROSS REF.: 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

Adopted: January 8, 2020

Tri-Co Special Ed JT Agreement



## 8:70 Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the Joint Agreement may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

The Joint Agreement will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Director or designee is designated the Title II Coordinator and shall:

1. Oversee the Joint Agreement's compliance efforts, recommend necessary modifications to the Council, and maintain the Joint Agreement's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Director or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Director or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

LEGAL REF.:Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131et seq.; 28 C.F.R. Part 35.

Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).

105 ILCS 5/10-20.51.

410 ILCS 25, Environmental Barriers Act.

71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.:2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Expansion Programs)

ADOPTED:October 11, 2017

## 8:80 Gifts to the Joint Agreement

The Executive Council appreciates gifts from any education foundation, other entities, or individuals. All gifts must adhere to each of the following:

1. Be accepted by the Council or, if less than \$500.00 in value, the Director or designee. Individuals should obtain a pre-acceptance commitment before identifying the Joint Agreement, any school, or school program or activity as a beneficiary in any fundraising attempt, including without limitation, any Internet fundraising attempt.
2. Be given without a stated purpose or with a purpose deemed by the party with authority to accept the gift to be compatible with the Council's educational objectives and policies.
3. Be consistent with the Joint Agreement's mandate to provide equal educational and extracurricular opportunities to all students in the Joint Agreement as provided in Council policy 7:10, *Equal Educational Opportunities*. State and federal laws require the Joint Agreement to provide equal treatment for members of both sexes to educational programming, extracurricular activities, and athletics. This includes the distribution of athletic benefits and opportunities.
4. Permit the Joint Agreement to maintain resource equity among its learning centers.
5. Be viewpoint neutral. The Director or designee shall manage a process for the review and approval of donations involving the incorporation of messages into or placing messages upon school property.
6. Comply with all laws applicable to the Joint Agreement including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Act, the Health/Life Safety Code for Public Schools, and all applicable procurement and bidding requirements.

The Joint Agreement will provide equal treatment to all individuals and entities seeking to donate money or a gift. Upon acceptance, all gifts become the Joint Agreement's property. The acceptance of a gift is not an endorsement by the Council, Joint Agreement, or school of any product, service, activity, or program. The method of recognition is determined by the party accepting the gift.

LEGAL REF.:20 U.S.C. §1681 et seq., Title IX of the Education Amendments implemented by 34 C.F.R. Part 106.

105 ILCS 5/16-1.

23 Ill.Admin.Code §200.40.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs), 6:10 (Educational Philosophy and Objectives), 6:210 (Instructional Materials), 7:10 (Equal Educational Opportunities)

ADOPTED:October 14, 2015

## 8:90 Parent Organizations and Booster Clubs

Parent organizations and booster clubs are invaluable resources to the Joint Agreement's schools. While parent organizations and booster clubs have no administrative authority and cannot determine Joint Agreement policy, the Executive Council welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Council and permitted to use the Joint Agreement's name, a Joint Agreement school's name, or a Joint Agreement school's team name, or any logo attributable to the Joint Agreement provided they first receive the Director or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has by-laws containing the following:

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Council policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parent(s)/guardian(s) of students enrolled in the school, Joint Agreement staff, and community members.
5. A statement that the Joint Agreement is not, and will not be, responsible for the organization's or club's business or the conduct of its members.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to the Joint Agreement to use at its discretion. The Council's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede an organization or club's recommendation.

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as the Joint Agreement's representative. At no time does the Joint Agreement accept responsibility for the actions of any parent organization or booster club regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos. The Director shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will be encouraged to participate in the organizations.

CROSS REF.:8:80 (Gifts to the Joint Agreement)

ADOPTED:September 14, 2016

## **8:95 Parental Involvement**

In order to assure collaborative relationships between students' families and the Joint Agreement, and to enable parents/guardians to become active partners in their children's education, the Director shall:

1. Keep parents/guardians thoroughly informed about their child's school and education.
2. Encourage parents/guardians to be involved in their child's school and education.
3. Establish effective two-way communication between parents/guardians and the Joint Agreement.
4. Seek input from parents/guardians on significant school-related issues.
5. Inform parents/guardians on how they can assist their children's learning.

The Director shall periodically report to the Executive Council on the implementation of this policy.

### Bring Your Parents to School Day

On the first Monday in October of each year, students' parents/guardians are invited to attend class with their children and meet with teachers and administrators during the school day.

LEGAL REF:

105 ILCS 5/10-20.55.

CROSS REF.:6:250 (Community Resource Persons and Volunteers), 8:10 (Connection with the Community), 8:90 (Parent Organizations and Booster Clubs)

Adopted: May 8, 2019

#### **8:100 Relations with Other Organizations and Agencies**

The Joint Agreement shall cooperate with other organizations and agencies, including but not limited to:

- County Health Department
- Law enforcement agencies
- Fire authorities
- Planning authorities
- Zoning authorities
- Illinois Emergency Management Agency (IEMA), local organizations for civil defense, and other appropriate disaster relief organizations concerned with civil defense
- Higher education institutions
- Other school districts and joint agreements

CROSS REF.:4:170 (Safety), 5:90 (Abused and Neglected Child Reporting), 7:150 (Agency and Police Interviews)

ADOPTED:November 17, 2014

Tri-Co Special Ed JT Agreement

#### **8:110 Public Suggestions and Concerns**

The Executive Council is interested in receiving suggestions and concerns from members of the community. Any individual may make a suggestion or express a concern at any Joint Agreement or School office. All suggestions and/or concerns will be referred to the appropriate level staff member or Joint Agreement administrator who is most able to respond in a timely manner. Each concern or suggestion shall be considered on its merit.

An individual who is not satisfied may file a grievance under Council policy 2:260, *Uniform Grievance Procedure*. The Board encourages, but does not require, individuals to follow the channels of authority prior to filing a grievance. Neither this policy nor the *Uniform Grievance Procedure* create an independent right to a hearing before the Board.

CROSS REF.:2:140 (Communications To and From the Council), 2:230 (Public Participation at Executive Council Meetings and Petitions to the Council), 2:260 (Uniform Grievance Procedure), 3:30 (Chain of Command), 6:260 (Complaints About Curriculum, Instructional Materials and Programs), 8:10 (Connection with the Community)

ADOPTED:September 14, 2016

Tri-Co Special Ed JT Agreement

