Mid-State Special Education Joint Agreement

Table of Contents

Mid-State Special Education Joint Agreement

SECTION 1 - ORGANIZATION

1:10 District Legal Status

1:20 Organization

1:30 Cooperative Philosophy

SECTION 2 - GOVERNING BOARD

2:10 Joint Agreement Governance

2:20 Powers and Duties of the Governing Board

2:22 Executive Committee

2:70 Vacancies on the Governing Board

2:80 Board Member Ethics

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

2:100 Governing Board Member Conflict of Interest

2:105 Ethics and Gift Ban

2:110 Qualifications, Term, and Duties of Governing Board Officers

2:125 Board Member Compensation; Expenses

2:125-E1 Exhibit - Board Member Expense Reimbursement Form

2:125-E2 Exhibit - Board Member Estimated Expense Approval Form

2:125-E3 Resolution to Regulate Expense Reimbursements

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 Board Attorney

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

2:200 Types of Board Meetings

2:220 Board Meeting Procedure

2:220-E1 Exhibit - Board 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 - School Board Records Maintenance Requirements and FAQs

2:220-E9 Exhibit - Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration

2:230 Public Participation at Governing Board Meetings and Petitions to the Board

2:240 Board Policy Development

2:250 Access to Joint Agreement Public Records

2:250-E2 Exhibit - Immediately Available District Public Records and Web-Posted Reports and Records

2:260 Uniform Grievance Procedure

2:265 Title IX Grievance Procedure

2:270 Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited

SECTION 3 - GENERAL ADMINISTRATION

3:30 Line and Staff Relations

3:40 Special Education Director

3:40-E Exhibit - Checklist for the Special Education Director Employment Contract Negotiation Process

3:50 Administrative Personnel Other Than the Special Education Director

3:60 Administrative Responsibility of the Building Principal

3:60-E Exhibit - Event Reporting and Notice Requirements for Building Principals Concerning School Safety and Security

3:70 Succession of Authority

SECTION 4 - OPERATIONAL SERVICES

4:10 Fiscal and Business Management

4:15 Identity Protection

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

4:100 Insurance Management

4:110 Transportation

4:120 Operational Services

4:150 Facility Management and Building Programs

4:160 Environmental Quality of Buildings and Grounds

4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

4:170 Safety

4:175 Convicted Child Sex Offender; Screening; Notifications

4:180 Pandemic Preparedness; Management; and Recovery

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

5:60-E1 Exhibit - Employee Expense Reimbursement Form

5:60-E2 Exhibit - Employee Estimated Expense Approval Form

5:70 Religious Holidays

5:80 Court Duty

5:90 Abused and Neglected Child Reporting

5:100 Staff Development Program

5:120 Employee Ethics; Code of Professional Conduct; and Conflict of Interest

5:122 Professional Standards

5:125 Personal Technology and Social Media; Usage and Conduct

5:125-E Exhibit - Employee Receipt of Board Policy on Personal Technology and Social Media

5:130 Responsibilities Concerning Internal Information

5:140 Solicitations By or From Staff

5:150 Personnel Records

5:170 Copyright

5:180 Temporary Illness or Temporary Incapacity

5:185 Family and Medical Leave

Professional Personnel

5:190 Professional Personnel Qualifications

5:200 Terms and Conditions of Employment and Dismissal

5:210 Resignations and Retirement

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

5:290 Employment Termination and Suspensions

5:292 Retirement

5:300 Schedules and Employment Year

5:310 Compensatory Time-Off

5:320 Evaluation

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

SECTION 6 - INSTRUCTION

6:10 Educational Philosophy and Objectives

6:20 School Year Calendar and Day

6:30 Organization of Instruction

6:40 Program Development

6:50 School Wellness

6:60 Curriculum Content

6:65 Student Social and Emotional Development

6:70 Teaching About Religions

6:80 Teaching About Controversial Issues

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

6:122 Service Animals in the School District

6:140 Education of Homeless Children

6:200 Instructional Arrangements

6:210 Instructional Materials

6:235 Access to Electronic Networks

6:240 Field Trips

6:250 Community Resource Persons and Volunteers

6:255 Assemblies and Ceremonies

6:260 Complaints About Curriculum, Instructional Materials, and Programs

6:280 Grading and Promotion

6:290 Homework

6:340 Student Testing and Assessment Program

SECTION 7 - STUDENTS

7:10 Equal Educational Opportunities

7:15 Student and Family Privacy Rights

7:20 Harassment of Students Prohibited

7:30 Student Assignments

7:50 School Admissions/Eligibility for Services

7:60 Residence

7:70 Attendance and Truancy

7:80 Release Time for Religious Instruction/Observance

7:90 Release During School Hours

7:92 Closed Campus

7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

7:130 Student Rights and Responsibilities

7:140 Search and Seizure

- 7:140-AP Administrative Procedure - Use of Metal Detectors and Searches for Student Safety

7:150 Agency and Law Enforcement Requests

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

7:230 Misconduct by Students with Disabilities

7:250 Student Support Services

7:252 Special Education Evaluation

7:255 Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence

7:260 Exemption from Physical Education

7:270 Administering Medicines to Students

7:275 Orders to Forgo Life-Sustaining Treatment

7:280 Communicable and Chronic Infectious Disease

7:285 Anaphylaxis Prevention, Response, and Management Program

7:290 Suicide and Depression Awareness and Prevention

7:310 Restrictions on Publications; Elementary Schools

7:315 Restrictions on Publications; High Schools

7:340 Student Records

7:345 Use of Educational Technologies; Student Data Privacy and Security

SECTION 8 - COMMUNITY RELATIONS

8:10 Public Relations/Media Inquiries

8:20 Community Use of School Facilities

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

8:30 Conduct on School Property

8:70 Accommodating Individuals with Disabilities

8:80 Gifts to the Cooperative

8:95 Parental Involvement

8:100 Relations with Other Organizations and Agencies

8:110 Public Suggestions and Concerns

SECTION 1 - ORGANIZATION

Midstate Special Education Coop

1:10 District 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. The Mid-State Special Education Joint Agreement is governed by such mandates.

Special education programs and/or services shall be developed in accordance with The Illinois Rules and Regulations to Govern the Organization and Administration of Special Education as promulgated under the constitutional authority of the State of Illinois and the Office of the Illinois State Board of Education.

Consistent with 105 ILCS 5/10-22.31, the Mid-State Special Education Governing Board shall serve as the administrative and legal entity for the Special Education District.

The Governing Board 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.

CROSS REF.: 2:10 (District Governance), 2:20 (Powers and Duties of the Governing Board)

Adopted: September 17, 2025

Midstate Special Education Coop

1:20 Organization

The District is organized under the "Mid-State Special Education Joint Agreement."

Adopted: September 17, 2025

Midstate Special Education Coop

1:30 Cooperative Philosophy

Mid-State Special Education believes that our overall mission is to foster positive outcomes for children with disabilities, focusing upon student achievement and well-being. The high quality, effective and equitable services and programs provided to the member districts shall meet the needs of each child in the least restrictive environment while equipping students to function independently in school, local and world communities.

To this end, we are committed to service delivery that encompasses the following standards:

Service: accessibility, integrity, technical assistance, collaboration

Resources: staff, parents, materials, technology, facilities, finances

Quality: accountability, best practices, professional development, performance indicators, evaluation

Financial Stewardship: fiscal responsibility, equitable services

Adopted: September 17, 2025

SECTION 2 - GOVERNING BOARD

Midstate Special Education Coop

2:10 Joint Agreement Governance

The Mid-State Joint Agreement is governed by the Mid-State Joint Agreement Governing Board composed of one duly designated member of the Board of Education of each Member District. The Superintendent of each member district shall be an ex officio member of the Governing Board and their presence or absence shall not be determinative of whether a quorum of the Governing Board exists. The Board's powers and duties include the broad authority to adopt and enforce all necessary policies for the management and government of the Joint Agreement.

Official action by the Governing Board may only occur at a duly called and legally conducted meeting. Except as otherwise provided by the Open Meetings Act, a quorum must be physically present at the meeting.

Governing Board members, as individuals, have no authority over school affairs, except as provided by law or as authorized by the Board.

CROSS REF.: 1:10 (Joint Agreement Legal Status), 2:20 (Powers and Duties of the Governing Board), 2:200 (Types of Board Meetings), 2:220 (Board Meeting Procedures)

Adopted: September 17, 2025

Midstate Special Education Coop

2:20 Powers and Duties of the Governing Board

Powers and Duties of the Governing Board

The powers and duties of the Governing Board generally include:

a. Recommend or approve amendments to the Articles of Joint Agreement.
b. Hold an annual budget hearing and approve the final budget, which shall be by a majority vote of the entire Governing Board membership.
c. Ratify the employment and appointment of employees, including a Special Education Director; the Board shall also ratify the dismissal or suspension of employees as provided by law. Such authority to hire and/or dismiss employees shall only be exercised with the advice and consent of the Executive Committee.
d. Ratify contracts in accordance with applicable federal and State law, including any collective bargaining agreement regarding employees of this Joint Agreement, with the advise and consent of the Executive Committee.
e. Provide for administration, staff, programs, financing, housing and transportation for the benefit of the students served by the Joint Agreement.
f. Take any action which by law may only be taken by the Governing Board.
g. Consider any other matters placed upon the agenda by the Governing Board, the Executive Committee or the Special Education Director.
h. Consider additions to or deletions of delegation of authority to the Executive Committee.
i. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Special Education Director or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
j. Establish yearly, any meetings to be held by the Governing Board.
k. Authorize the incurring of indebtedness within the annual budget for the Joint Agreement.
l. Ratify, annually, the annual delegation and definition of duties to the Executive Committee.
m. Notifying the State Superintendent of Education promptly and in writing of the name of a licensed teacher who was convicted of a felony, along with the conviction and the name and location of the court where the conviction occurred.
n. Notifying the Teachers' Retirement System (TRS) of the State of Ill. Board of Trustees promptly and in writing when it learns that a teacher as defined in the Ill. Pension Code was convicted of a felony, along with the name and location of the court where the conviction occurred, and the case number assigned by that court to the conviction.
o. Ratify, annually, the annual delegation and definition of the duties to the Special Education Director.

Indemnification

To the extent allowed by law, the Governing Board shall defend, indemnify, and hold harmless Governing Board members, Executive Committee Members, employees, volunteer personnel (pursuant to 105 ILCS 5/10-22.34, 10-22.34a and 10-22.34b), mentors of certified staff (pursuant to 105 ILCS 5/2-3.53a, 2-3.53b, and 105 ILCS 5/21A-5 et seq.), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Governing Board and/or Executive Committee to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.

CROSS REF.: 1:10 (District Legal Status), 2:10 (Joint Agreement Governance), 2:80 (Board Member Oath and Conduct), 2:140 (Communications To and From the Board), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions), 7:10 (Equal Educational Opportunities), 7:200 (Suspension Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

Adopted: December 13, 2023

Midstate Special Education Coop

2:22 Executive Committee

The Governing Board shall appoint an Executive Committee which shall serve as an advisory body to the Governing Board, and which shall have the authority to direct the ongoing operations of the Joint Agreement within the annual budget, the directives, policies and rules of the Governing Board, and in accordance with the terms of the Joint Agreement. The Executive Committee shall also have such other and further authorities as may be delegated by the Governing Board to the Executive Committee from time to time.

The Executive Committee shall consist of the appointed Superintendents of Member Districts (or his/her authorized designee), and the Regional Superintendents of Schools of such regions as cover, from time-to-time, the Counties of Montgomery, Bond, Fayette, Christian and Macoupin. The Regional Superintendents shall be ex officio members of the Executive Committee, and therefore, be non-voting, advisory members. Further, their presence or absence from such a meeting shall not be determinative of whether or not a quorum exists.

The Executive Committee shall meet regularly, and at least monthly, and shall elect its own officers and establish procedures for the conduct of its meeting and business. A quorum shall consist of a majority of the Executive Committee. Except as otherwise provided by the Open Meetings Act, a quorum must be physically present at the meeting. Measures shall be deemed passed when approved by a majority of those Executive Committee members present who vote on an issue. Each member shall have one vote. An abstention shall not be considered a vote. A member of the Executive Committee may act at a meeting through a designee, if authorized, in writing, by the Executive Committee member. The attendance of a designee at a meeting shall not be counted in determining whether a quorum of members is present.

Annually, the Executive Committee shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson's term shall be for one year and coincide with MSSED's fiscal year. The Executive Secretary of the Joint Agreement shall serve as the Secretary of the Executive Committee.

The Executive Committee shall be responsible for the general supervision and operation of the Joint Agreement for and on behalf of the Governing Board, and may, in the absence of action by the Governing Board to the contrary:

a. Recommend to the Governing Board the employment of an Special Education Director.
b. Employ other professional employees of the Joint Agreement subject to ratification by the Governing Board.
c. Provide for administration, staff, programs, financing, housing, and transportation for the benefit of the students served by the Joint Agreement.
d. Operate the Joint Agreement in accordance with the budget approved by the District.
e. Efficiently and effectively render special education services to students residing in the Joint Agreement territory.
f. Negotiate, subject to ratification by the Governing Board, on behalf of the Joint Agreement, collective bargaining agreements with sole and exclusive bargaining agents, as certified by the Illinois Educational Labor Relations Board in respect to all persons employed by the Joint Agreement if applicable.

The foregoing notwithstanding, The Governing Board shall retain all authority for the operation of the Joint Agreement, and shall have the power to over-rule actions taken by the Executive Committee.

The Special Education Director shall have a responsibility for the over-all operation and direction of the Joint Agreement as directed by the Governing Board and the Executive Committee.

The Joint Agreement shall provide such professional services and other services and technical

support to Member Districts from time to time as is established by the Executive Committee from such locations as it may determine is in the best interests of the Joint Agreement.

Adopted: September 15, 2021

2:70 Vacancies on the Governing Board

A vacancy may occur on the Governing Board by an elected Governing Board member's ceasing to be a member of his or her local School Board. The member district affected shall nominate another representative and notify the Special Education Director and the President of the Governing Board of the nomination.

Adopted: September 18, 2024

Midstate Special Education Coop

2:80 Board Member Ethics

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

CROSS REF.: 1:30 (School District Philosophy), 2:100 (Board Member Conflict of Interest), 2:105 (Ethics and Gift Ban)

Adopted: September 17, 2025

Midstate Special Education Coop

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

As a member of the Governing Board, 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 Board membership for personal gain or publicity.
3. I will recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a Board meeting.
4. I will take no private action that might compromise the Board or administration and will respect the confidentiality of privileged information.
5. I will abide by majority decisions of the Board, 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 Board members and will participate in Board discussions in an open, honest and respectful manner, honoring differences of opinion or perspective.
7. I will prepare for, attend and actively participate in Board meetings.
8. I will be sufficiently informed about and prepared to act on the specific issues before the Board, and remain reasonably knowledgeable about local, State, national, and global special education issues.
9. I will respectfully listen to those who communicate with the Board, 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 Special Education Director, respecting the Director's authority to advise the Board, implement Board policy, and administer the Joint Agreement.
11. I will model continuous learning and work to ensure good governance by taking advantage of Board member development opportunities, such as those sponsored by my State and national school board associations, and encourage my fellow Board members to do the same.
12. I will strive to keep my Board focused on its primary work of clarifying the Joint Agreement purpose, direction and goals, and monitoring Joint Agreement performance.

DATED : September 20, 2023

Midstate Special Education Coop

2:100 Governing Board Member Conflict of Interest

No Governing Board 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.

Governing Board members must annually file a *Statement of Economic Interests* as required by the Illinois Governmental Ethics Act. Each Governing Board member is responsible for filing the statement with the county clerk of the county in which his or her District's principle office is located by May 1.

Federal and State Grant Awards

No Governing Board 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 Governing Board member or any of the following individuals has a financial or other interest in or a tangible benefit from the entity selected for the contract:

1. A member of the Governing Board member's immediate family;
2. The Governing Board member's partner; or
3. An entity that employs or is about to employ the Governing Board member or one of the individuals listed in one or two above.

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

Adopted: February 15, 2023

2:105 Ethics and Gift Ban

Prohibited Political Activity

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

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.
2. No Board member or employee shall intentionally use any Joint Agreement property or resources in connection with any political activity.
3. At no time shall any Board member or employee intentionally require any other Board member or employee to perform any political activity: (a) as part of that Board 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 Board member or employee shall be required at any time to participate in any political activity in consideration for that Board 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 Board member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any political activity.

A Board 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 Board member or employee, and no spouse of or immediate family member living with a Board 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 Board 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 Joint Agreement 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 Board 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 Board member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board 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 Board member or employee from another Board member or employee, and "inter-governmental gift" means any gift given to a Board 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 Board member or employee, his or her spouse or an immediate family member living with the Board 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 Board President and Special Education Director shall seek guidance from the Board attorney concerning compliance with and enforcement of this policy and State ethics laws. Written complaints alleging a violation of this policy shall be filed with the Special Education Director or Board President. If attempts to correct any misunderstanding or problem do not resolve the matter, the Special Education Director or Board President shall, after consulting with the Board attorney, either place the alleged violation on a Board meeting agenda for the Board's disposition or refer the complainant to Board policy 2:260, *Uniform Grievance Procedure*. A Board 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 Board. If the Board finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or consider 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 Board member, or (b) an employee, or by the Board member or another employee directing that employee;
2. Does business or seeks to do business with: (a) a Board member, or (b) an employee, or with the Board member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Board member, or (b) an employee or by the Board 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 Board 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 Board 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 Special Education Director. If the report is made to the Special Education Director, the Special Education Director 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 Special Education Director shall appoint a qualified outside investigator who is not a Joint Agreement employee or Board member to conduct an independent review of the allegations. 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 Special Education Director will post this policy on the Joint Agreement website and/or make this policy available in the Joint Agreement's administrative office.

CROSS REF.: 2:100 (Governing Board Member Conflict of Interest), 2:260 (Uniform Grievance Procedure), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest)

Adopted: February 10, 2025

2:110 Qualifications, Term, and Duties of Governing Board Officers

The Governing Board officers are: President, Vice President, and Secretary.

The board member representative of the Executive Board Chairperson's district shall serve as the President of the Governing Board. The President shall have all duties and responsibilities as provided by the laws of the State of Illinois. The President's term shall be for one year and coincide with MSSED's fiscal year. In the event the President cannot continue to serve, the Executive Board Chairperson's district shall appoint a successor member from its district's Board of Education. Such member will assume the duties of President of the Governing Board.

The board member representative of the Executive Board Vice-Chairperson's district shall serve as the Vice-President of the Governing Board. The Vice-President shall have all duties and responsibilities as provided by the laws of the State of Illinois. The Vice-President's term shall be for one year and coincide with MSSED's fiscal year.

The Governing Board shall appoint the Executive Secretary of the Joint Agreement to serve as the secretary of the Governing Board.

The Governing Board shall meet at least annually, and at such other times as it may be called by the President or any two (2) Governing Board Members.

Annually, the Executive Committee shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairpersons' term shall be for one year and coincide with MSSED's fiscal year. The Executive Secretary of the Joint Agreement shall serve as the Secretary of the Executive Committee.

CROSS REF.: 2:80 (Board Member Ethics), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:220 (Board Meeting Procedure), 5:30 (Hiring Process and Criteria)

Adopted: May 17, 2023

2:125 Board 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 Cooperative Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the Cooperative 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 Cooperative's budget and other financial considerations.

Money shall not be 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 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.

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 reimbursement and/or purchase orders in the Cooperative 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 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 will be or was expended.

4. The nature of the official business conducted when the expense will be or was expended.

Types of Official Business for Expense Reimbursements and Purchase Orders

1. Registration. When possible, registration fees will be paid by the Cooperative 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. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts 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, ride sharing or other local transportation costs.

3. Meals. Board members will be reimbursed for meal costs up to the current IRS reimbursement rate consistent with the maximum allowable reimbursement amount(s) 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.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All Board member expenses for travel charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must comply with Board policy 5:60, *Expenses*, and its implementing procedures. Travel expenses include costs for transportation, lodging, meals, and related items.

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: September 18, 2024

2:125-E1 Exhibit - Board Member Expense Reimbursement Form

Submit to the Superintendent, who will include this request in the monthly list of bills presented to the School Board. Please print and attach receipts for all expenditures. ***Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements.*** *Please print.*

Name: _____ Title/Office: _____

Travel Destination: _____ Purpose: _____

Departure Date: _____ Return Date: _____

☐ **Receipts attached** Request Date: _____

☐ **Estimated expenses attached** (*Completed 2:125-E2, Board Member Estimated Expense Approval Form*)(*pre-approval is required for federal and State grants*).

☐ **Approved expense advancement (voucher) attached, if applicable*** (*Completed 2:125-E2, Board Member Estimated Expense Approval Form.)*

Actual Expense Report

* Board members will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, board members will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 2:125, *Board Member Compensation; Expenses*.

Auto Travel Allowance: _____ per mile

Date	Auto Mileage		Transp. Expenses	Lodging	Meals or Per Diem			Other		Daily Total
	Miles	Cost			Bkfst	Lunch	Dinner	Item	Cost	
Subtotal										
Advances										**-**
TOTAL (*a negative amount indicates refund due from Board member*)										**$**

Submitting Board Member's Signature _____ Date _____

Superintendent Signature _____ Date _____

School Board Action:

☐ **Approved** ☐ **Denied**

☐ **Approved in Part** ☐ **Exceeds Maximum Allowable Amount**

☐ **Grant Funding Source** (if applicable):_____

Comments: _____
_____
_____

DATED : September 18, 2024

Midstate Special Education Coop

2:125-E2 Exhibit - Board Member Estimated Expense Approval Form

Submit to the Superintendent, who will include this request in the monthly list of bills presented to the School Board. ***Use of this form is required: (1) by 2:125-E3, Resolution to Regulate Expense Reimbursements, and (2) for pre-approval of expenses to be charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act.*** *Please print.*

Name: _____ Title/Office: _____

Travel Destination: _____ Purpose: _____

Departure Date: _____ Return Date: _____

☐ **Estimated Expenses Approval Requested** (50 ILCS 150/20 or grant expenditure)

☐ **Travel is grant-related*** (specify grant): _____

☐ **Purchase Order Requested**

Purchase Order **#**: _____

☐ **Expense Advancement Voucher Requested** (105 ILCS 5/10-22.32)

Voucher Amount: _____

Estimated Expense Report

Auto Travel Allowance: _____ per mile

***Grant-related travel only:** Except for mileage and other transportation expenses, expense reimbursement/per diem is only allowed if on official travel status for 12 hours or more. If lodging at or belowthe applicable rate cannot be identified, please indicate belowand attach at least three quotes for review.*

Date	Auto Mileage		Transp.	Lodging	Meals or Per Diem			Other		Daily
	Miles	Cost	Expenses		Bkfst	Lunch	Dinner	Item	Cost	Total

Total										**$**

Submitting Board Member's Signature _____ Date _____

Superintendent Signature _____ Date _____

School Board Action:

☐ **Approved** ☐ **Denied**

☐ **Approved in Part** ☐ **Exceeds Maximum Allowable Amount**

☐ **Grant Funding Source** (if applicable):_____

Comments: _____

DATED : September 18, 2024

Midstate Special Education Coop

2:125-E3 Resolution to Regulate Expense Reimbursements

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

WHEREAS, Section 10 of the Local Government Travel Expense Control Act (50 ILCS 150/) provides that the Board shall by resolution regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the types of official business for which travel, meal, and lodging expenses are allowed; (2) maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses supported with minimum documentation;

WHEREAS, the Board regulates the types of expenses that are allowed in Board Policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*;

WHEREAS, based upon the School District's budget and other financial considerations, the Superintendent has recommended to the Board a maximum allowable reimbursement amount of $1,500.00 for Board members and District staff;

WHEREAS, the Board requires submission of appropriate standardized expense forms supported with required written minimum documentation (50 ILCS 150/10 and 20);

WHEREAS, submitted expenses that exceed the Board's maximum allowable reimbursement amount may be approved by a roll call vote at an open meeting of the Board when an emergency or other extraordinary circumstance exists (50 ILCS 150/10 and 15);

WHEREAS, all Board member expenses must be approved by a roll call vote at an open meeting of the Board (50 ILCS 150/15);

THEREFORE, BE IT RESOLVED, that the Board hereby:

1. Defines and sets the types of allowable expenses through Board policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*.
2. Sets the maximum allowable reimbursement for travel, meal, and lodging expenses to an amount not to exceed $1,500.00, effective on September 17, 2025 until the Resolution is rescinded or replaced by the Board.
3. Supersedes its previously adopted *Resolution to Regulate Expense Reimbursements* as of the effective date in paragraph two above.
4. Requires use of Board exhibits 2:125-E1, *Board Member Expense Reimbursement Form*; 2:125-E2, *Board Member Estimated Expense Approval Form*; 5:60-E1, *Employee Expense Reimbursement Form*; and 5:60-E2, *Employee Estimated Expense Approval Form*.
5. May approve expenses that exceed the Board's maximum allowable reimbursement amount by a roll call vote at an open meeting when an emergency or other extraordinary circumstance exists.
6. Must approve its members' expenses by a roll call vote at an open meeting.

Adopted this 17th day of September, 2025

Attested by: Board President

Attested by: Board Secretary

2:140 Communications To and From the Board

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

The Director or designee shall:

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

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

Board 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 Board-quorum shall not be used for the purpose of discussing Cooperative business. Electronic communications among Board 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
- Board 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 Board members, individual Board members will not (a) reply to an email on behalf of the entire Board, or (b) engage in the discussion of Cooperative business through electronic communications with a majority of a Board-quorum.

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

Adopted: May 15, 2024

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

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

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

1. The Director or designee is permitted to email information to Board members. For example, the Director may email Board meeting agendas and supporting information to Board members. When responding to a single Board member's request, the Director should copy all other Board members and include a *do not reply/forward* alert to the group, such as: "**BOARD MEMBER ALERT: This email is in response to a request. Do not reply or forward to the group but only to the sender.**"
2. Board members are permitted to discuss any matter except Cooperative 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. Board 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 Board member is not permitted to discuss Cooperative business with more than one other Board member at a time, whether in person or by telephone or email. Stated another way, a Board member may discuss Cooperative business in person or by telephone or email with only one other Board member at a time. However, a Board member should not facilitate interactive communication by discussing Cooperative business in a series of visits with, or telephone calls or emails to, Board members individually.
5. A Board member should include a *do not reply/forward* alert when emailing a message concerning Cooperative business to more than one other Board member. The following is an example of such an alert: "**BOARD 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. Board members should not forward email received from another Board member.

When Must the Electronic Communications Sent or Received by Individual Board 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 Board member may be, depending on the content and circumstances, subject to disclosure as a *public record* (unless a FOIA exemption is applicable).

If a Board member uses a Cooperative-provided device or email address to discuss public business, the email is subject to disclosure under FOIA, barring an applicable exemption. If a Board 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. Ct. 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 Board 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 Board members, alone, cannot conduct school Cooperative business. As stated earlier, emails among a majority or more of a Board-quorum violate OMA and, thus, are subject to disclosure during proceedings to enforce OMA.
    b. Sent and/or received by an individual Board member on a Cooperative-issued device or Cooperative-issued email address **will be a public record** and subject to FOIA. The electronic communication is under the control of the Cooperative.
    c. Received by an individual Board member on a personal electronic device and then forwarded by the Board member to a Cooperative-owned device or server **will be a public record** and subject to FOIA. The electronic communication is under the control of the Cooperative.
    d. Received by an individual Board member using a personal electronic device and personal email address, and then forwarded by the Board member to enough members to constitute a majority or more of a Board-quorum **will be a public record** and subject to FOIA. The electronic communication is in the Cooperative's possession.
    e. Either sent to or from a Board member's personal electronic device during a Board meeting **will be a public record** and subject to FOIA. The electronic communication is in the Cooperative's possession because Board members were functioning collectively as a public body.

The Cooperative's Freedom of Information Officer and/or Board 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 Cooperative's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation. 50 ILCS 205/. An example is any email from a Board officer concerning a decision made in his or her capacity as an officer. If a Board member uses his or her personal email, he or she must copy this type of email to the appropriate Cooperative office where it will be stored. If made available, Board members should use their email accounts provided by the Cooperative, and the Cooperative will automatically store the official record messages. The Cooperative 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 Board Member using a Cooperative-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

Board 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.

Adopted: May 15, 2024
DATED : May 15, 2024

Midstate Special Education Coop

2:150 Committees

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

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.

Standing Board Committees

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

1. 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 and civil offenses committed by students, student discipline, disruptive classroom behavior, school bus safety procedures, and the dissemination of student conduct information.

2. 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 Board President's discretion, the Parent-Teacher Advisory Committee shall perform the duties assigned to the Behavioral Interventions Committee.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of School Board Meetings), 2:240 (Board Policy Development)

Adopted: February 18, 2026

Midstate Special Education Coop

2:160 Board Attorney

The Executive Committee may retain legal services with one or more attorneys or law firms to be the Board Attorney(s). The Board Attorney represents the Executive Committee in its capacity as the governing body for the Executive Committee. The Board Attorney serves on a retainer or other fee arrangement as determined in advance. The Board Attorney will provide services as described in the agreement for legal services or as memorialized by an engagement letter. The Cooperative will only pay for legal services that are provided in accordance with the agreement for legal services, as memorialized by and engagement letter, or that are otherwise authorized by this policy or a majority of the Board.

The Director, his or her designee, and the Executive Committee President, are each authorized to confer with and/or seek the legal advice of the Board Attorney. The Executive Committee may also authorize a specific Board member to confer with the Board Attorney on its behalf

The Director may authorize the Board Attorney to represent the Cooperative in any legal matter until the Executive Committee Board has an opportunity to be informed of and/or consider the matter.

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

Adopted: September 18, 2024

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

The Governing Board selects architects, engineers, and land surveyors to provide professional services to the District on the basis of demonstrated competence and qualifications, and in accordance with State law.

LEGAL REF.:

40 U.S.C. §1101 et seq.

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

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

Adopted: September 20, 2023

Midstate Special Education Coop

2:200 Types of Board Meetings

General

For all meetings of the Governing Board and/or Executive Committee and its committees, the Special Education Director or designee shall satisfy all notice and posting requirements contained herein, as well as 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 Governing Board. Unless otherwise specified, all meetings are held in the Joint Agreement's administrative offices. Board policy 2:220, *Board Meeting Procedure*, governs meeting quorum requirements.

Board members may attend meetings via a telephone conference call and speaker telephone.

The Director is designated on behalf of the Board and each Board 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. In addition, each Board 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 Governing Board and/or Executive Committee announces the time and place for its regular meetings at the beginning of each fiscal year. The Special Education Director shall prepare and make available the calendar of regular Board meetings in accordance with the School Code. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the administrative office and on the website or other location where the meeting is to be held, at least 48 hours before the meeting.

Closed Meetings

The Governing Board and/or Executive Committee, and its committee's 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).
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 this 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 this 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. Evidence or testimony presented to the Board regarding denial of admission to school events or

property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5).

6. 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).
7. The setting of a price for sale or lease of property owned by the public body. 5ILCS 120/2(c)(6).
8. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
9. 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. 5ILCS 120/2(c)(8).
10. Student disciplinary cases. 5 ILCS 120/2(c)(9).
11. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
12. 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).
13. 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).
14. 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).
15. Discussion of minutes of meetings lawfully closed under this 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).
16. 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 Board 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 Board 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 by a Governing Board and/or Executive Committee quorum when such meetings will involve the same particular matters and are scheduled to be held within three months of the vote.

No final Board 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 President, the Special Education Director, or the Executive Committee by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board 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 administration 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 Governing Board and/or Executive Committee 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 District's Website

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

CROSS REF.: 2:220 (Board Meeting Procedure), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks), 8:30 (Conduct on School Property)

Adopted: December 13, 2023

2:220 Board Meeting Procedure

Agenda

The Board President or Chairperson is responsible for focusing the Board meetings' agendas on appropriate content. The Special Education Director shall prepare agendas in consultation with the Board President or Chairperson.

Each Board 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 Governing Board/Executive Board members to the Special Education Director shall be placed on the agenda for an upcoming meeting. District residents may suggest inclusions for the agenda. Discussion items may be added to the agenda at the beginning of a regular meeting. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Special Education Director or designee shall provide a copy of the agenda, with adequate data and background information, to each Governing Board/Executive Committee member at least 48 hours before each meeting, except a meeting held in the event of an emergency.

The Board President or Chairperson shall determine the order of business at regular Governing Board/Executive Committee 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 Governing Board/Executive Committee, 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 as a "yea" or "nay" in determining whether a measure has been passed by the Board. However, an "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted as a negative vote when: (1) an "affirmative vote" of a majority is required by statute for passage, or (2) the Board is acting in a quasi-judicial manner and a member's participation would be unfair, such as, when the member was not present for the entire hearing. The sequence for casting votes shall be rotated.

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 Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President 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.

Minutes

The Board Secretary shall keep written minutes of all Governing Board/Executive Committee meetings (whether open or closed), which shall be signed by the President/Chairperson and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Governing Board/Executive Committee 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 (OMA) authorizing the closed meeting;

7. A record of all motions, the members making the motion and the second;
8. Upon request by a Board 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 Governing Board/Executive Committee 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.

Every six months, or as soon after as is practicable, in an open meeting, the Governing Board/Executive Committee: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection. This is also referred to as a *semi-annual review.* The Governing Board or Executive Committee may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session.

The official minutes are in the custody of the Board Secretary. Open meetings minutes are available for inspection during regular office hours within 10 days after the Board's approval, in the office of the Special Education Director or designee, in the presence of the Secretary, the Special Education Director or designee, or any Governing Board/Executive Committee member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the in the office of the Special Education Director or designee or their official storage location, and (2) in the presence of the records secretary, an administrative official of the public body, or any official of the public body. The minutes, whether reviewed by members of the public or the Board, shall not be removed from in the office of the Special Education Director or designee or their official storage location except by vote of the Board or by court order.

Verbatim Record of Closed Meetings

The Special Education Director or designee, or the Board Secretary when the Special Education Director or designee is absent, shall audio record all closed meetings. If neither is present, the Board President, Chairperson 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 Special Education Director shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained within the central administrative office.

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

Individual Board members may access verbatim recordings in the presence of the records secretary, an administrative official of the public body, or any official of the public body. Access to the verbatim recordings is available at the office of the Special Education Director or designee or the verbatim recording's official storage location. Requests shall be made to the Special Education Director or designee or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the office of the Special Education Director or designee or official storage location, except by vote of the Board or by court order.

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

Quorum

A majority of the full membership of the Governing Board/Executive Committee shall constitute a quorum.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Director determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if the Director is not present or able to perform this determination, the President or Chairperson of the Board or Committee shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

Rules of Order

Unless State law or Board-adopted rules apply, the Board President or Chairperson, as the presiding officer, will use Robert's Rules of Order, Newly Revised, as a guide when a question arises concerning procedure.

Broadcasting and Recording Board Meetings

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

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President or Chairperson 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.

CROSS REF.: 2:200 (Types of Board Meetings), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board)

Adopted: March 16, 2022

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

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

Actor	Action
Before any Board meeting: Special Education Director or designee	Arranges to have an audio recording device with adequate storage capacity and a back-up audio recording device in the Board meeting room during every Board meeting regardless of whether a closed meeting is scheduled. The Board may close a portion of a public meeting without prior notice; it cannot, however, have a closed meeting unless it can record the session.
Before a closed meeting: Board President or presiding officer (#3 and #4 may be delegated to the Board Secretary or Recording Secretary)	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) ensures 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.
Before a closed meeting: Special Education Director or Board Secretary	Immediately before a closed meeting, tests and activates the audio recording device.
During a closed meeting: Board President or presiding officer	Convenes the closed meeting stating: Seeing a quorum of the Governing Board 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. Limits discussion to the topics that were included in the motion to go into a closed meeting. 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 Board member in the event of the President's failure. Once the closed meeting is finished, announces a return to an open meeting or adjournment, and states the time.

After a closed meeting: Special Education Director, Recording Secretary, or Board Secretary	**For Verbatim Recordings:** Takes possession of the audio recording of the closed meeting and labels it with identification information, specifically the date and items discussed. Adds the identification information contained on the audio recording's label to a cumulative list of closed meeting recordings. As soon as possible, puts the recording of the closed meeting in the previously identified secure location for storing recordings of closed meetings. Upon request of a Board member: 1. Provides access to the verbatim recordings minutes at a reasonable time and place without disrupting Joint Agreement operations; 2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the Joint Agreement: a. A records secretary, b. An administrative official of the public body, or c. Any elected official of the public body; and 3. Logs the access to the recordings in 2:220-E7, *Access to Closed Meeting Minutes and Verbatim Recordings*. **For Closed Meeting Minutes:** Prepares written closed meeting minutes that include: • The date, time, and place of the closed meeting • The Board members present and absent • A summary of discussion on all matters proposed or discussed • The time the closed meeting was adjourned Upon request of a Board member: 1. Provides access to the closed session minutes at a reasonable time and place without disrupting District operations; 2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the District: a. A records secretary, b. An administrative official of the public body, or c. Any elected official of the public body; and 3. Logs the access in 2:220-E7, *Access to Closed Meeting Minutes and Verbatim Recordings*.
After a closed meeting: Governing Board	Approves the previous closed meeting minutes at the next open meeting.
	Every six months, prepares a recommendation concerning the continued need

In preparation for the semi-annual review: Special Education Director or designee	Every six months, prepares a recommendation concerning the continued need for confidential treatment of all of the Board's closed meeting minutes; includes this recommendation in the packet for the meeting in which the Board will conduct its semi-annual review. This step is in preparation of the Board's meeting to decide whether the need for confidential treatment of specific closed meeting minutes continues to exist. If the Board wants to discuss closed meeting minutes in closed session, places "review of unreleased closed meeting minutes" on a closed meeting agenda. Places "result of Board's review of unreleased closed meeting minutes" on a subsequent open meeting agenda.
In preparation for the semi-annual review: Individual Board members	Before the meetings in which the Board will conduct its semi-annual review, examines the material supplied by the Special Education Director. Individual Board members should consider: (1) the Special Education Director's recommendation, (2) the recommendation of the attorney representing the District, (3) other Board 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.
During the semi-annual review: Governing Board	During an open meeting, decides whether the need for confidential treatment of specific closed meeting minutes continues to exist. The Board may have an earlier meeting in closed session to discuss the continued need for confidential treatment. During the semi-annual review, the Board 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.
After the semi-annual review: Special Education Director or designee	Re-labels and re-files closed meeting minutes as appropriate.
Monthly, beginning July 2005: Board President	Adds "destruction of closed meeting audio recording" as an agenda item to an upcoming open meeting.
Monthly, beginning July 2005: Governing Board	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.

DATED : March 16, 2022

Midstate Special Education Coop

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

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, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District 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 this Act. 5 ILCS 120/2(c)(1).

• Collective negotiating matters between the District 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 District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District 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 this 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).

• Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311.

• The purchase or lease of real property for the use of the District, 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 District. 5ILCS 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).

• 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 District has been filed and is pending before a court or administrative tribunal, or when the District 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 District or any intergovernmental risk management association or self insurance pool of which the District 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 District is a member. 5 ILCS 120/2(c)(16).

• Discussion of lawfully closed meeting minutes, 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.

DATED : December 13, 2023

Midstate Special Education Coop

2:220-E3 Exhibit - Closed Meeting Minutes

Closed Meeting Minutes

Items in bold are required by 5 ILCS 120/2.06(a)(1)-(3). Non-bolded items align with best practices.

Date:	**Time:**
Location:	
Name of person taking the minutes:	
Name of person recording the closed meeting:	
Names of members present:	**Names of members absent:**
Summary of the discussion on all matters (as specified in the vote to close the meeting): **Basis for the finding that litigation is probable or imminent, if applicable (5 ILCS 120/2(c)(11)):** Time of adjournment or return to open meeting:	
The Board, during its semi-annual reviewof closed session minutes, has decided these minutes no longer need confidential treatment. Semi-annual means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. 5 ILCS 120/2.06(d), amended by P.A. 102-653.	
☐ **These minutes are available for public inspection as of:_____ .** (Date)	

DATED : March 16, 2022

Midstate Special Education Coop

2:220-E4 Exhibit - Open Meeting Minutes

Meeting Minutes Protocol

1. Meeting minutes are the permanent record of the proceedings during a Board meeting. All Board action must be recorded in the minutes; thus, the minutes focus on Board 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 Board'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 Board members making specific points during discussion. Requests from individual Board members to include their vote or an opinion in the minutes are handled according to Board policy 2:220, *School Board Meeting Procedure.*
4. The minutes include the topic of reports that are made to the Board including reports from the Special Education Director or a Board 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 Board 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 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 Board 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: ☐ Regular ☐ Special ☐ Reconvened or rescheduled ☐ Emergency	
Name of person taking the minutes:	
Name of person presiding:	

Members in attendance:	Members absent:
1. 2. 3. 4. 5. 6. 7.	1. 2. 3. Members in attendance remotely (by audio or video conference 1. 2. 3.

Approval of Agenda

List any items removed from the consent agenda:
Motion made by:
Motion:☐ To approve
☐ To add items as follows: *(No action may be taken on newagenda items.)*
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 Board 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

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 Board.)*

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 Board members.)

"Yeas"	"Nays"

If Applicable, Approval of Motion to Adjourn to Closed Meeting *(Insert exhibit 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 : September 17, 2025

Midstate Special Education Coop

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

Logging and Review Process

Step 1. The Board 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 Board held the closed meeting. 2:220-E6, *Log of Closed Meeting Minutes*.

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

Step 3. At least semi-annually (every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the Board), in an open meeting, the Board 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 Board members' personal information. 5 ILCS 120/2.06(d), amended by P.A. 102-653.

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).

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

The Board 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 District's interests.

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

Open meeting date:
Motion to approve the Board's semi-annual review of unreleased closed meeting minutes and to release for public inspection those minutes, or portions thereof, that the Board identified as no longer needing confidential treatment made by:
Motion seconded by:
Action: ☐ Passed ☐ Failed

Action: ☐ Passed ☐ Failed

DATED : March 16, 2022

Midstate Special Education Coop

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

The purpose of this log is to facilitate the Board's semi-annual review of closed meeting minutes. *Semi-annual* means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. 5 ILCS 120/2.06(d), amended by P.A. 102-653. See 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*.

The Board 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), specific independent contractors, specific volunteers, 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).			
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 Board. 5 ILCS 120/2(c)(3).			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4).			
Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311.			
Purchase or lease of real property. 5 ILCS 120/2(c)(5).			
Setting of a price for sale or lease of Cooperative 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). *Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.*			
Any matter involving an individual student. 5 ILCS 120/2(c)(10). *Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.*			
Litigation, when an action against, affecting, or on behalf of the Cooperative has been filed and is pending before a court or administrative tribunal, or when the Board 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 Cooperative 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).			

DATED : December 13, 2023

Midstate Special Education Coop

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). 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:				
☐ **Access granted**				
Date access occurred:		Start time:		
Requesting Board member's name *(Please print)* In the presence of: *(Check appropriate box and insert name.)* ☐ Records secretary ☐ Administrative official of the public body ☐ Any elected official of the public body				

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. Bd. of Police Commissioners, 197 Ill.App.3d 592 (2nd Dist. 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:					
☐ **Access granted**					
Date access occurred:		Start time:		End time:	
Requesting Board member's name *(Please print)* In the presence of: *(Check appropriate box and insert name.)* ☐ Records secretary ☐ Administrative official of the public body ☐ Any elected official of the public body					
☐ **Access denied** ☐ **Access unavailable.** 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. Bd. of Police Commissioners, 197 Ill.App.3d 592 (2nd Dist. 1990)), I acknowledge and understand that any disclosures by me of information in the closed session 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 : September 17, 2025

Midstate Special Education Coop

2:220-E8 Exhibit - School 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 a protocol for open meeting minutes 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 Reviewof 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

(every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the Board). 5 ILCS 120/2.06(d), amended by P.A. 102-653.

Exhibit 2:220-E9, *Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration*, contains a process for compliance with 105 ILCS 120/7(e), added by P.A. 101-640, when a board is meeting without a physical quorum present at the meeting location during a disaster declaration related to public health concerns.

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 District 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 District'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), District 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, 2:220, *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 district records retention protocols and links to web-based record management resources.

Open Meeting Minutes

Are we required to approve them?	**Must they be semi-annually reviewed?**	**May we release them to the public?**	**May we destroy them?**
Yes, within 30 days or at the next subsequent meeting, whichever is later. *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.* 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 10 days after minutes are approved. *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*	No. There is no OMA provision permitting the destruction of open meeting minutes, and **they must be preserved unless the State Local Records Commission has given permission to destroy them**. 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.

		the website for at least 60 days after their initial posting. 5 ILCS 120/2.06(b).	

Open Meeting Verbatim Recordings

Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we 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, *unless* the public body is meeting without the physical presence of a quorum during a disaster declaration related to public health concerns. 5 ILCS 120/7(e). 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, *unless* the public body is meeting without the physical presence of a quorum during a disaster declaration related to public health concerns. 5 ILCS 120/7(e). 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/.	Open meeting verbatim recordings made of meetings held without the physical presence of a quorum of a public body during a disaster declaration related to public health concerns may be destroyed after 18 months if prerequisites are met. (See Closed Meeting Verbatim Recordings subhead, below). *[P]ublic bodies holding open meetings under this subsection (e) must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under this paragraph (9) shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06.* 5 ILCS 120/7(e)(9). In all other cases, 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 we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
Yes	Yes	Yes, if prerequisites are	No

Yes. 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). 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. 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.	Yes. *Each public body shall periodically meet to reviewall existing minutes of all prior closed meetings (this includes records from all time that the board has been in existence). Meetings to reviewminutes shall occur every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body. 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), amended by P.A. 102-653.	Yes, if prerequisites are met. *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).	No. There is no OMA provision permitting the destruction of closed meeting minutes, and **they must be preserved unless the State Local Records Commission has given permission to destroy them**. In addition: *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). 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.

Closed Meeting Verbatim Recordings

Are we required to approve them?	**Must they be semi-annually reviewed?**	**May we release them to the public?**	**May we 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.	Possibly but unlikely. *Unless the public body has made a determination that the verbatim recording no*	Yes, after 18 months if prerequisites are met. *The verbatim record may be destroyed without notification to or*

		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). But see Kodish v. Oakbrook Terrace Fire Protection Dist. (235 F.R.D. 447 (N.D. Ill. 2006), where a federal district court ordered that closed meeting verbatim recordings be disclosed to the Plaintiff in discovery because his primary claim was brought under federal law.	*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).* In addition: *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).

DATED : March 16, 2022

Midstate Special Education Coop

2:220-E9 Exhibit - Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration

Use this exhibit to document the Board's and/or its committee(s)'s (5 ILCS 120/1.02) processes to comply with the requirements of the Open Meetings Act (OMA) when a board and/or its committee(s) must meet during a disaster declaration related to a public health emergency/concern, and the meeting will have no physical presence of a quorum and participation by audio or video.

***Note:** If a Board committee uses this exhibit, replace Board President, Vice President, and Superintendent with the appropriate committee leaders.*

Consult the Board Attorney for guidance.

Documentation of OMA Requirements for Board Members to Participate in a Meeting with No Physical Presence of Quorum

☐ The Governor or the Director of the Ill. Dept. of Public Health has issued a disaster declaration related to a public health emergency because of a disaster as defined in 20 ILCS 3305/4, and all or part of the jurisdiction of the Board is covered by the disaster area. 5 ILCS 120/7(e)(1). **Note:** OMA uses "public health concerns," but the Ill. Emergency Management Agency Act (IEMA) uses "public health emergency;" this exhibit matches the IEMA term because it governs disaster declarations.

Insert Disaster Declaration or Executive Order number [_____] or attach to this document.

☐ The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President, or if neither the President nor Vice President are present or able to perform this determination, the Superintendent (5 ILCS 120/7(e)(2) and 140/2(e)) signs below that the following three **Steps** were executed by:

Step 1. Determining whether the meeting is a bona fide emergency (5 ILCS 120/7(e)(7)) (*check Yes or No, below*):

☐ Yes; it is an emergency meeting, and I:

a. Notified the Board members and the public, including any news medium which has filed an annual request for notice of meetings as soon as practicable, but in any event prior to the holding of such meeting pursuant to 5 ILCS 120/2.02(a) and 120/7(e)(7)(A);
b. Stated the nature of the emergency at the beginning of the meeting; and
c. Provided the Superintendent or Board Secretary the resources necessary during the meeting to keep a verbatim record of the meeting, **for both open and closed**, and managed it the same way that the Board complies with the verbatim recording requirements for closed meetings (see exhibit 2:220-E1, *Board Treatment of Closed Meeting Verbatim Recordings and Minutes*). **Note:** In this situation, a verbatim recording is not limited to closed meetings only.
d. Move to Step 2, below.

☐ No; it is a regular or special meeting, and I:

a. Ensured that the Board provided 48 hours' notice of the meeting to all Board members, to any news medium on file in the District that have requested notice of meetings pursuant to 5 ILCS 120/2.02(a), and to members of the public by posting it on the District's website. 5 ILCS 120/7(e)(7). **Note:** 5 ILCS 120/7(e) does not have the "if any" exception for school boards that do not have websites. Consult the Board Attorney regarding alternate ways to communicate notice of a meeting when the District does not have a website and a Disaster Declaration or

Executive Order has been issued.

Insert meeting date and time, and a link to the meeting notice or attach a copy of the notice to this document.

b. Move to Step 2, below.

Step 2. Determining whether it is practical, prudent, or feasible for any in-person attendance at the regular meeting location (5 ILCS 120/7(e)(2)). (*check Yes or No, below*):

☐ Yes; in-person attendance is practical, prudent, or feasible, and I:

a. Ensured that at least one Board member, the Board Attorney, or the Superintendent was physically present at the regular meeting location (5 ILCS 120/7(e)(5)), and
b. Verified that members of the public who were present could hear all discussion and testimony and all votes of the members of the Board. 5 ILCS 120/7(e)(4).
c. Move to Step 3, below.

☐ No; in-person attendance is not practical, prudent, or feasible, and I:

a. Made a written determination referring to the specific Executive Order or Disaster Declaration citing the public health concern/emergency that applies to the Board and the meeting. 5 ILCS 120/7(e)(1) and (2).
b. Included the written determination made in letter a., above, on the Board's published notice and agenda for the alternative arrangements for the meeting. 5 ILCS 120/7(e)(7)(A).
c. Offered the alternative arrangements to the public by offering a telephone number or a web-based link. 5 ILCS 120/7(e)(4).

Insert a link to the meeting notice or attach a copy of the notice or refer to above if already attached to this document (see above). *Include this written determination on the Board/committee's published notice and agenda for the audio or video meeting, and in the meeting minutes.*

d. Move to Step 3, below.

Step 3. During the meeting, I:

☐ Directed the Recording Secretary to, in addition to the requirements for open meetings under OMA, also keep verbatim record of the open meeting by recording it and making it open and available to the public under all provisions of OMA. 5 ILCS 120/7(e)(9). *Sample text follows belowin the subhead* ***Report to the Public Following the Board's Meeting with No Physical Presence of Quorum.***

☐ Read my written determination referring to the specific Executive Order or Disaster Declaration citing the public health concern/emergency that applies to the Board and the meeting and directed the Recording Secretary to include it in the meeting minutes.

☐ Ensured that any interested member of the public has access to contemporaneously hear all discussion, testimony, and roll call votes. 5 ILCS 120/7(e)(4).

☐ Requested the Recording Secretary to enter into the appropriate minutes of the Board that each Board member participating in the meeting, wherever their physical locations:

1. Announced themselves present (5 ILCS 120/7(e)(3)), and
2. Verified that they could hear one another and all discussion and testimony. Id.

See exhibits 2:220-E3, *Closed Meeting Minutes* and/or 2:220-E4, *Open Meeting Minutes*.

Attach to this document copies or information about where these minutes may be found.

☐ Announced and considered each Board member participating in the meeting present at the meeting for purposes of determining a quorum and participating in all proceedings (5 ILCS 120/7(e)(8)) and directed the Recording Secretary to reflect it in the minutes (best practice for transparency).

☐ Conducted all votes by roll call, so each Board member's vote on each issue could be identified and recorded (5 ILCS 120/7(e)(6)), and ensured that the Recording Secretary entered all votes as **Roll Call Votes** (*Use exhibit 2:220-E4, Open Meeting Minutes, but ensure all votes are recorded as roll call votes pursuant to the example below.*):

"Yeas"	"Nays"

Motion: ☐ Carried ☐ Failed

☐ Executed or directed execution of the subhead below **Report to the Public Following the Board's Meeting with No Physical Presence of Quorum.**

Report to the Public Following the Board's Meeting with No Physical Presence of Quorum

The text belowmay be used for the actual report.

The Board met on [*insert date*] with no physical presence of quorum to conduct its business.

The verbatim [*circle one*] audio | video recording of this meeting is available to the public under all provisions of OMA and will be destroyed pursuant to 5 ILCS 120/2.06(c)(no less than 18 months after the completion of the meeting recorded but only after: (1) the Board approves the destruction of the particular recording; and (2) the Board approves minutes of the meeting that meet the written minutes requirements of OMA). 5 ILCS 120/7(e)(9).

Insert links to the verbatim recording of meeting here or attach to this document.

Note: Consult the Board Attorney for guidance on the destruction of a verbatim recording of an open meeting without the physical presence of a quorum. While 5 ILCS 120/2.06(c) refers to the process for destroying closed session verbatim recordings, 5 ILCS 120/7(e)(9), applies that process for destroying closed session verbatim recordings to the destruction of the verbatim open session recordings that are required when a board determines it is necessary for it to meet without the physical presence of a quorum due to a public health emergency.

Completed By: _____

Title: _____

DATED : September 17, 2025

2:230 Public Participation at Governing Board Meetings and Petitions to the Board

This policy applies to Governing Board and Executive Committee Board meetings. For a maximum of 60 minutes during each regular and special open Governing Board and/or Executive Committee meeting, any person may comment to or ask questions of the Board (*public participation*), subject to the reasonable constraints established and recorded in this policy's guidelines below. The time limit for public participation at a meeting may be extended upon the majority vote of the Board members at the regular or special meeting. The Board listens to comments or questions during public participation; responses to comments to or questions of the Board are most often managed through policy 3:30, *Chain of Command*.

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

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President or Chairperson. This includes following the directives of the Board President or Chairperson to maintain order and decorum for all.
2. Use a sign-in sheet, if requested.
3. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board 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 Board President or Chairperson may allow a person to speak for more than five minutes. If multiple individuals wish to address the Board on the same subject, the group is encouraged to appoint a spokesperson.
4. Observe, when necessary and appropriate, the Board President or Chairperson's authority to:
    a. Shorten the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak; and/or
    b. Determine procedural matters regarding public participation not otherwise covered in Board policy.
5. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Governing Board and/or Executive Committee in the next regular Board packet.

LEGAL REF.:

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

5 ILCS 120/2.06, Open Meetings Act.

CROSS REF.: 2:220 (Board Meeting Procedure), 8:10 (Public Relations/Media Inquiries), 8:30 (Conduct on School Property)

Adopted: June 22, 2022

2:240 Board Policy Development

Board governance requires written policies. Written policies ensure legal compliance, establish board processes, delegate authority, and define operating limits. The Governing Board may delegate board policy responsibilities to the Executive Committee Board.

Policy Development

Anyone may propose new policies, changes to existing policies, or elimination of existing policies. Staff suggestions should be processed through the Special Education Director. Suggestions from all others may be made to the Executive Committee Chairperson or the Special Education Director.

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

Policy Adoption and Dissemination

Policies or policy revisions shall be first presented for reading and consideration by the Executive Board or Policy Committee at a duly called meeting. After a policy(ies) or revision(s) is presented for reading and consideration, by the Executive Board, the policy(ies) or revision(s) may be approved by the Executive Committee Board and implemented. Annually, the Governing Board will review and approve MSSE Policies.

The Board policies are available for public inspection on the Mid-State Special Education website and in the administrative office during regular office hours. Copy requests should be made under the Access to Public Records Policy.

Board Policy Review and Evaluation

The Executive Committee Board will monitor MSSE policies and consider whether any modifications are required.

Words Importing Gender

Throughout this policy manual, words importing the masculine and/or feminine gender include all gender neutral/inclusive pronouns.

Special Education Director Implementation

The Board will support any reasonable interpretation of policy made by the Special Education Director and the Policy Committee. If reasonable minds differ, the Board will review policy and consider the need for further clarification.

In the absence of policy, the Special Education Director and Executive Committee are authorized to take appropriate action.

Suspension of Policies

The Board, by a majority vote of members present at any meeting, may temporarily suspend a Board policy not established by law or contract. The failure to suspend with a specific motion does not invalidate the Board action.

CROSS REF.: 2:250 (Access to Joint Agreement Public Records), 3:40 (Special Education Director)

Adopted: September 17, 2025

Midstate Special Education Coop

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 Special Education 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 serve as the Joint Agreement's Freedom of Information Officer and assumes all the duties and powers of that office as provided in FOIA and this policy. The Director may delegate these duties and powers to one or more designee's, but the delegation shall not relieve the Director of the responsibility for the action that was delegated.

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. 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 Special Education 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 request qualifies under Section 6 of FOIA. 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.

Many public records are immediately available from the Joint Agreement's website including, but not limited to, the process for requesting a public record. The Freedom of Information Officer shall direct a requester to the Joint Agreement's website if a requested record is available there. If the requester is unable to reasonably access the record online, he or she may resubmit the request for the record, stating his or her inability to reasonably access the record online, and the Joint Agreement shall make the requested record available for inspection and copying as otherwise provided in this policy.

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.

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

Adopted: February 15, 2023

Midstate Special Education Coop

2:250-E2 Exhibit - Immediately Available District Public Records and Web-Posted Reports and Records

The term "District" below refers to the Mid-State Special Education Cooperative.

The District's Freedom of Information Officer designates the public records that are listed in this table as being immediately available to the public. The records that are asterisked (*) are posted on the District's website and may be immediately inspected, downloaded, printed, and/or copied. Any asterisked public record is also immediately available for inspection or copying upon request at the District's administrative office during its regular business hours, provided any applicable fees are paid. Unless otherwise noted in the special instructions column, records not asterisked (*) will be provided within five business days as allowed by the Freedom of Information Act, provided any applicable fees are paid.

Web-posted records and information (use of an * is explained in the paragraph above this table)	**Web-posting statutory reference and special instructions**
*Annual schedule of regular meetings for the current school year that are posted at the beginning of each calendar or fiscal year *Public notice of each Board meeting that is posted at least 48 hours before the meeting and remains posted until the meeting is concluded *Agenda of each regular meeting that is posted at least 48 hours before a meeting and remains posted until the meeting is concluded Note: For school districts that do not post board meeting notices and/or agendas on a website (because they do not have a website maintained by a full-time staff member), the notice and agenda must be continuously available for public review during the entire 48-hour period preceding the meeting	5 ILCS 120/2.02.
*Official open meeting minutes that are posted within 10 days of the Board's approval and remain posted for at least 60 days (required if the District has a website maintained by a full-time staff member)	5 ILCS 120/2.06(b).
*Description of the District and its records including: Summary of the District's purpose Functional subdivisions Total amount of operating budget Number and location of all of its separate offices Approximate number of full- and part-time employees (see also, salary and benefits	5 ILCS 140/4.

information report for the Superintendent, administrators, and teachers, District's Statement of Affairs) Identification and membership of the Board Brief description of the methods whereby the public may request information and public records Directory information for the Freedom of Information Officer Address where requests for public records should be directed Fees	The District must prominently post the list at each administrative office and make it available for inspection and copying.
*A hyperlink to an email address(es) for members of the public to communicate with members of the Board	50 ILCS 205/20. The hyperlink must be easily accessible from the District's home page.
Annual budget for current fiscal year, itemized by receipts and expenditures	105 ILCS 5/17-1.2. This may be accomplished using the Ill. State Board of Education (ISBE) School District Budget Form (50-36) or the summary pages from it. The District must notify its students' parents/guardians when the budget is web-posted along with its website address.
*Notice of a public hearing under the Truth in Taxation Law, when applicable (required if the District has a website maintained by a full-time staff member)	35 ILCS 200/18-75, amended by P.A. 103-1018. The notice on the website must be posted for at least 30 consecutive days on or near the top of the District's website home page or on a page accessible through a direct link from the home page. The notice must be posted not more than 14 days nor less than seven days prior to the date of the public hearing. Id. at 18-80.
*Notice of public hearing on waiver or modification of a School Code mandate, when applicable	105 ILCS 5/2-3.25g(c-5). The time, date, place, and general subject matter of the public hearing must be posted at least 14 days prior to the hearing. If the District is requesting to increase the fee charged for driver education authorized pursuant to 105 ILCS 5/7-24.2, the website information must include the

	proposed amount of the fee the District will request. See 2:20-E, Waiver and Modification Request Resource Guide.
*District Report Card and a Report Card for each School (the Report Cards will be provided by ISBE by Oct. 31 of each year, unless otherwise provided by law)	105 ILCS 5/10-17a. Annually, no more than 30 calendar days after receiving the Report Cards from the State Superintendent, the District must: (1) present them at a regular Board meeting, (2) post them on the District's website, (3) make them available to a newspaper of general circulation serving the District, and (4) upon request, send them home to parents/guardians. 105 ILCS 5/10-17a(5). The District also must send a written notice home to parents/guardians stating: (1) that the Report Cards are available on the website, (2) the website's address, (3) that a printed copy will be sent upon request, and (4) the telephone number to request a printed copy. Id.
*Hyperlink to ISBE's Expanded High School Snapshot Report	105 ILCS 5/10-17a(7), added by P.A. 103-503. The hyperlink must be displayed in a manner that is easily accessible to the public. ISBE is required to prepare a stand-alone report covering high schools beginning 10-31-27 and by Oct. 31 of each subsequent year.
*The District's discipline plan and progress on the plan, in the event the District is identified by ISBE to be in the top 20% (for three consecutive years) of districts for out-of-school suspensions, out-of-school expulsions, or racial disproportionality in the use of out-of-school suspensions and expulsions	105 ILCS 5/2-3.162. If the District is required to submit a plan to ISBE, it must be approved at a public board meeting and posted on the District's website. Within one year after being identified by ISBE, the District must submit to ISBE and post on its website a progress report describing implementation of the plan and the results achieved.
*A list of all contracts in excess of $25,000 and any contracts with an exclusive bargaining representative	105 ILCS 5/10-20.44, amended by P.A. 104-261, eff. 1-1-26. Each year, before Dec. 1, and in conjunction with the publication of the Statement of Affairs on the District's website and in a newspaper of general circulation, the District shall

	include an annual report on all contracts over $25,000 awarded during the previous fiscal year.
*Contract(s) with any commercial driver training school(s) for driver education	105 ILCS 5/27-815, renumbered by P.A. 104-391. The District is required to web-post this document if it has a website. If the District has no website, it must make the contract available upon request.
*Annual Statement of Affairs	105 ILCS 5/10-17, amended by P.A. 104-261, eff. 1-1-26. Annually by Dec. 1, the District must post its statement of affairs on its website and in a newspaper of general circulation published in the District.
*Fiscal Efficiency Report, summarizing the District's attempts to improve fiscal efficiency through shared services or outsourcing in the prior fiscal year	105 ILCS 5/17-1.1. The report must be: (1) approved by the Board at an open meeting, and (2) primarily in checklist form and approximately one page in length.
Beginning in levy year 2022, if the District has an aggregate property tax levy greater than $5,000,000, it will make good faith efforts to electronically publish the following data from all vendors and subcontractors doing business with the District: Whether the vendor or subcontractor is minority-owned, women-owned, or veteran-owned Whether the vendor or subcontractor holds a certification as a minority-owned, women-owned, or veteran-owned business as defined in 30 ILCS 575/, or if they are self-certifying; and If the vendor self-certifies, whether it qualifies as a small business under federal Small Business Administration standards (See www.sba.gov/federal-contracting/contracting-guide/size-standards).	35 ILCS 200/18-50.2. The law does not define electronically publish; website posting is a means of compliance. This item is not asterisked should the District choose to electronically publish the information offline.
*Notice of a public hearing at which the Board will consider closing a school, when applicable	105 ILCS 5/10-22.13. The notice of the public hearing must be provided at least 10 days prior to the hearing and include the time, date, place, and name or description of the school building that the Board is considering closing.
*Explanation of the data elements of covered	105 ILCS 85/27(a)(1).

*Explanation of the data elements of covered information that the District collects, maintains, or discloses to any person, entity, third party, or governmental agency. *A description of the procedures that parents/guardians may use to carry out their rights under 105 ILCS 85/33(c)(1), (2), & (3), including the right to: Inspect and review their child's covered information Request a paper or electronic copy of their child's covered information Request corrections for factual inaccuracies contained in their child's covered information	The explanation of data elements of covered information must be clear and understandable by a layperson and cover the following: (1) how the District uses the covered information; (2) to whom or what entities the District discloses the covered information; and (3) for what purpose the District discloses the covered information. The explanation of data elements and description of parent rights procedures must be updated by Jan. 31 and July 31 each year, as needed.
*A list of operators with whom the District has written agreements and the following for each operator: Copy of the agreement Business address List of any subcontractors to whom covered information may be disclosed or a link to a page on the operator's website that clearly lists the subcontractors	105 ILCS 85/27(a)(2) & (3). The District must post new operator contracts and an explanation of the data elements of covered information disclosed to the operator (see immediate row above) within 10 business days after entering into the contract. 105 ILCS 85/27(c). This list must also be updated by Jan. 31 and July 31 each year, as needed.
*A list of breaches of covered information maintained by the school or an operator involving 10% or more of the District's student enrollment. The list must include: Number of students whose covered information was involved in the breach, unless the breach involved personal information as defined in the Personal Information Protection Act, 815 ILCS 530/5, in which case the number of students involved may not be disclosed Date, estimated date, or estimated date range of the breach Name of the operator, if applicable	105 ILCS 85/27(a)(5). The District must update breach information by Jan. 31 and July 31 each year, and it must remain on the District's website for at least five years after the District adds it to the list. Breaches that occurred (or were estimated to have occurred) prior to 7-1-21 or breaches that were posted more than five years prior to updating the current list do not need to be posted.
*Board policy 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment *Information developed as a result of the evaluation and assessment of the bullying policy's outcomes and effectiveness	105 ILCS 5/22-110(b)(10) and (11), renumbered by P.A. 104-391.

*Contact information for the District's Title IX Coordinator(s) and Board policies 2:260, Uniform Grievance Procedure; and 2:265, Title IX Grievance Procedure	34 C.F.R. §106.8.
Training materials for any individuals designated as Title IX Coordinator(s), investigators, decision-makers, and informal resolution facilitators	34 C.F.R. §106. 45(b)(10)(i)(D). Naming only the training provider and course does not meet this requirement. The U.S. Dept. of Education (DOE) requires training materials to be publicly available "so that a district's approach to training Title IX personnel may be transparently viewed by the [district's] educational community and the public, including for the purpose of holding a [district] accountable for using training materials that comply with [Title IX] regulations." 85 Fed. Reg. 30254. Consult the Board Attorney regarding this requirement; making training materials of third-party consultants publicly available may violate their intellectual property rights. The DOE acknowledged the potential for intellectual property violations, suggesting that districts either "secure permission from the consultant to publish the training materials" or create their own training materials. 85 Fed. Reg. 30412.
*Board policy 7:20, Harassment of Students Prohibited, and age-appropriate explanations of its contents in student handbook(s)	105 ILCS 5/10-20.69. The District must have an age-appropriate policy on sexual harassment (1) in the student handbook(s), (2) posted on the District's website, and (3) posted in any other area where policies, rules and standards of conduct are posted in each school.
*Board policy 7:255, Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence, and procedures for requesting supportive services	105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a Ensuring Success in School Law. Copies must be made available to students and parent(s)/guardian(s) at no cost at each school. Procedures for requesting supportive services that are available at the building level and on building-specific websites should include the building-

	level Article 26A Resource Person's name and contact information. See administrative procedure 7:255-AP1, Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence.
*Board policy 7:290, Suicide and Depression Awareness and Prevention	105 ILCS 5/2-3.166.
*Contact information for the National Suicide Prevention Lifeline (988), the Crisis Text Line (Text 741741), and the Safe2Help Illinois helpline (Call 844-4-SAFEIL or Text SAFE2 to 72332) if the District does not issue student identification cards to all students in grades 6-12 or school employees serving those grades	105 ILCS 5/10-20.81, amended by P.A.s 103-143 and 104-264, eff. 1-1-26.
*Administrator and Teacher Salary and Benefits Report (itemized salary report for the Superintendent and all administrators and teachers); benefits includes, without limitation, vacation days, sick days, bonuses, annuities, and retirement enhancements	105 ILCS 5/10-20.47. Annually on or before Oct. 1: (1) the information must be presented at a regular Board meeting and posted on the District's website, and (2) after the Board meeting at which the information was presented, the Report must be provided to ISBE.
All records pertaining to the creation, alteration or revision of school attendance areas shall be open to the public	105 ILCS 5/10-21.3. This law also requires school attendance areas to be periodically revised, if necessary, to prevent or eliminate segregation by color, race, or nationality. See Board policy 7:30, Student Assignment and Intra-District Transfer.
*Vacancies for teaching positions in a subject shortage area, before hiring a retired teacher to any such position	40 ILCS 5/16-150.1, amended by P.A. 103-588. The District must, on an ongoing basis, post the vacancy for a period of at least 90 days during the six months preceding either the fall or spring term for which it seeks to employ a retired teacher in a subject shortage area. This posting requirement is in effect for employment ending no later than June 30, 2027.
	50 ILCS 205/3c. Within 72 hours of Board approval,

*Information regarding a Severance Agreement entered into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination	the District must post: (1) the name/title of person receiving payment under the severance agreement, (2) the amount of payment, (3) that the employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as applicable, and (4) the date, time, and location of the meeting at which the agreement was approved. Note: The Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2), prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if the employee is fired by the board for misconduct, which includes sexual harassment and/or discrimination. Id. at 415/5. For more discussion about reconciling these laws, see f/n 7 in sample policy 2:260, Uniform Grievance Procedure.
*As an employer that participates in the Ill. Municipal Retirement Fund (IMRF), a compensation report for employees who have a total compensation package that exceeds $75,000 per year; total compensation package means salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	5 ILCS 120/7.3. The report must be posted within six business days after the District approves a budget. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information. The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., Teachers' Retirement System (TRS) participants.
*As an employer that participates in the IMRF, a compensation report for employees who have a total compensation package that is equal to or in excess of $150,000 per year; total compensation package means payment by the employer to the employee for salary, health insurance, a housing	5 ILCS 120/7.3. The report must be posted at least six days before the District approves an employee's total compensation package that is equal to or in excess of $150,000. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for

allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	accessing that information. The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., TRS participants.
*As an employer that participates in IMRF, a link to information posted on the IMRF website at: www.imrf.org/en/about-imrf/transparency/employer-cost-and-participation-information	40 ILCS 5/7-135.5.
*Board policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest	105 ILCS 5/22-85.5(e).
*A description of activities to address intergroup conflict (an optional program authorized by 105 ILCS 27-23.6)	105 ILCS 5/27-1050(c), renumbered by P.A. 104-391.
The total number of personnel with a school support personnel endorsement, and for each endorsement area: 1. Those actively employed by the District on a full-time basis; 2. Those actively employed by the District on a part-time basis; and 3. Those actively employed by a special education cooperative providing services to students in the District	105 ILCS 5/10-20.80. Annually by Dec. 1, the District must report its school support personnel information as of Oct. 1 to ISBE and web-post it.
The total number of students enrolled in the District and of that total, the number of students with an individualized education program (IEP) or Section 504 plan	105 ILCS 5/2-3.182. Annually by Dec. 1, ISBE must make the enrollment information available on its website based on the District's enrollment information as of Oct. 1.
*Notice that students with disabilities who do not qualify for an IEP may qualify for services under Section 504	105 ILCS 5/14-6.01. The notice shall: (1) identify the location and phone number of the District office or employee to whom inquiries about the identification, assessment, and placement of children with disabilities should be directed, and (2) inform parents/guardians who are deaf or do not typically communicate using spoken English that they are entitled to the services of an interpreter when participating in a Section 504 meeting.
*Class size reporting that includes the information described in 105 ILCS 5/2-3.136a:	

1. The total number of teachers actively employed in the District, listed by individual school; 2. The pupil-teacher ratio for the District; 3. The number of class instructors, by grade level and subject; 4. The class size for each class and class section at each school in the District and the total number of classes or class sections in each school that exceed the class size guidelines under 105 ILCS 5/18-8.15(b)(2) (evidence-based funding core teacher ratios).	105 ILCS 5/10-20.70. Annually, the District must report its class size information, which ISBE must make available on its website by Jan. 31 (see www.isbe.net/Pages/class-size-report.aspx). See 105 ILCS 5/2-3.136a for definitions of the italicized terms.
*Names of Board members who have completed professional development leadership training	105 ILCS 5/10-16a requires the District to post on its website the names of all Board members who have completed professional development leadership training. The web-posting may be expanded to log all Board members' training and development activities. 5 ILCS 120/1.05(b) and (c) require each Board member to complete training on the Open Meetings Act. After completing the training, each Board member must file a copy of their certificate of completion with the Board. 105 ILCS 5/24-16.5 requires each Board member to complete a training program on performance evaluations before voting on a dismissal based on a performance evaluation pursuant to the Performance Evaluation Reform Act.
Immunization data	105 ILCS 5/22-105(6), renumbered by P.A. 104-391. By Dec. 1, the District must annually make the immunization data that it must report to ISBE by Nov. 15 each year publicly available. The data, not its format, must be identical to the data reported to ISBE. Boards have control over the method(s) used to make this data publicly available. One method is to instruct the reader to ask for the data directly from ISBE.
Information on mental health issues and local	The Ill. House of Representatives encouraged this in HR 478 (99th

treatment resources	General Assembly, 5-31-15).
*All reliable assessments, scored by entities other than the District that are administered in each of the District's schools	105 ILCS 5/22-82(b). These must be made available to parents and/or guardians through the District's website or paper handouts.
*The District's Remote and/or Blended Remote Learning Day Plan, when the Governor has declared a public health emergency pursuant to 20 ILCS 3305/7.	105 ILCS 5/10-30(6).
*When the Board allows for student participation in registered apprenticeship programs: 1. Notification to students and parents of the opportunities for registered apprenticeships, which includes the following statements: a. Students may participate in any registered apprenticeship program listed by the District, and b. Students may find a registered, but not listed, apprenticeship program with a business or organization if a registered apprenticeship program is not offered in the District. 2. Board policy 6:310, High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students (specifically, the section titled Registered Apprenticeship Program) 3. A form for a parent/guardian to request that when their child successfully completes a registered apprenticeship program, it be substituted for a course	23 Ill.Admin.Code §255.200(b)(4) and (c).
*If offered by the District, identification of the curriculum the District uses to provide comprehensive personal health and safety and comprehensive sexual health education (National Sex Education Standards (NSES)), the scope and sequence of these instructional materials, and the name and contact information, including an email address, of a school staff member who can respond to inquiries about instruction and materials	105 ILCS 5/27-1015, renumbered by P.A. 104-391.
*Board policy 6:135, Accelerated Placement Program	23 Ill.Admin.Code §227.60(a).
*Board policy 7:70, Attendance and Truancy	105 ILCS 5/10-19.05(k), amended by P.A. 104-250, eff. 1-1-26; 23 Ill.Admin.Code §207.20(b).
*Board policy 2:270, Discrimination and	105 ILCS 5/22-85, added by P.A.

Harassment on the Basis of Race, Color, and National Origin Prohibited	105 ILCS 5/22-95, added by P.A. 103-472.
*The name(s) of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District.	105 ILCS 5/2-3.163(c), amended by P.A. 103-504. Every public school must designate at least one employee to take the Ill. Dept. of Human Services' PUNS training. Id. See Board policy 5:100, Staff Development Program.
*If the District has one or more school buses equipped with an automated traffic law enforcement system, notice to drivers that its buses are so equipped.	625 ILCS 5/11-208.9(m).
*Type 1 diabetes informational material.	105 ILCS 5/2-3.204, added by P.A. 103-641. The informational materials to be posted are those made available on ISBE's website.
*Local postsecondary and career expectations framework	105 ILCS 5/10-20.84(a). The framework must be available at a prominent location on the District's website.
*Informational materials about the Illinois Achieving a Better Life Experience (ABLE) account program established under the State Treasurer Act.	105 ILCS 5/14-8.02i, amended by P.A. 104-314, eff. 1-1-26. The informational materials are distributed to the District by ISBE and must be posted by the District beginning with the 2026-2027 school year.

DATED : February 18, 2026

Midstate Special Education Coop

2:260 Uniform Grievance Procedure

Students, parents/guardians, employees, or community members should notify any Complaint Manager if they believe that the Governing Board, its employees, or its agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or has a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.
2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*)
5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under policy 2:265, *Title IX Grievance Procedure*)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. The misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, and/or programs
11. Victims' Economic Security and Safety Act, 820 ILCS 180/
12. Illinois Equal Pay Act of 2003, 820 ILCS 112/
13. Provision of services to homeless students
14. Illinois Whistleblower Act, 740 ILCS 174/
15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
16. 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 parent(s)/guardian(s)); 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 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 sex. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with the parent(s)/guardian(s) of a student. The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint under 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 sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, 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 Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, should be initiated.

Investigation Process

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. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (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, this policy, 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 or 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 after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Special Education Director. The Complaint Manager may request an extension of time from the Special Education Director.

The Special Education Director will keep the Executive Committee informed of all complaints. If the complaint involves the Special Education Director or Governing Board member(s), the chairperson of the Executive Committee will keep the Governing Board informed of the complaint and its status.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Special Education Director shall provide his or her written decision to the Complainant and the accused 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 Special Education Director's decision, the Complainant or the accused may appeal the decision to the Executive Committee 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 Executive Committee.

Within 30 school business days after an appeal of the Special Education Director's decision, the Executive Committee shall affirm, reverse, or amend the Special Education Director's decision or direct the Special Education Director to gather additional information. Within five school business days after the Executive Committee's decision, the Special Education Director shall inform the Complainant and the accused of the Executive Committee's action.

For complaints containing allegations involving the Special Education Director or Governing Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Governing Board shall provide its written decision to the Complainant and the accused, as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Special Education Director, Executive Committee or Governing Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers

Annually, by July 1st, a Nondiscrimination Coordinator and a male and a female Complaint Manager shall be appointed by the Executive Committee for the Joint Agreement. The Nondiscrimination Coordinator may serve as one of the Complaint Managers.

The Special Education Director shall appoint a Title IX Coordinator to coordinate the Joint Agreement's efforts to comply with Title IX.

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

Nondiscrimination Coordinator:

Bobbi Fisher, Director

202 Prairie St., PO Box 46, Morrisonville, IL 62546

bobbi.fisher@midstatespec.org

217-526-8121

Title IX Coordinator:

Bobbi Fisher, Director

202 Prairie St., PO Box 46, Morrisonville, IL 62

bobbi.fisher@midstatespec.org

217-526-8121

Complaint Managers:

Bobbi Fisher, Director	Executive Committee Member: Chris Clark, Superintendent
202 Prairie St., PO Box 46, Morrisonville, IL 62546	612 Dial Street, Kincaid, IL 62540
bobbi.fisher@midstatespec.org	cclark@southforkschools.com
217-526-8121	217-237-4333

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 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), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

Adopted: June 4, 2025

2:265 Title IX Grievance Procedure

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

Title IX Sexual Harassment Prohibited

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

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

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

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed.

Title IX Sexual Harassment Prevention and Response

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

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

Making a Report

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

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

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

Title IX Coordinator:

Bobbi Fisher

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

Bobbi.Fisher@midstatespec.org

217-526-8121

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 7:20, *Harassment of Students Prohibited*; 7:180*, Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a Formal Title IX Sexual Harassment Complaint is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation.

The Director or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. The Joint Agreement's grievance process shall, at a minimum:

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

Enforcement

Any Mid-State Special Education employee who is determined, at the conclusion of the grievance

process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the Joint Agreement , e.g., vendor, parent, invitee, etc. Any Mid-State Special Education Public Day School? student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the Joint Agreement or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The Joint Agreement prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.:

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

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 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), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

Adopted: June 4, 2025

2:270 Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited

Discrimination and harassment on the basis of race, color, or national origin negatively affect a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from such discrimination and harassment is an important Joint Agreement goal. The Joint Agreement does not discriminate on the basis of actual or perceived race, color, or national origin in any of its education programs or activities, and it complies with federal and State non-discrimination laws.

Examples of Prohibited Conduct

Examples of conduct that may constitute discrimination on the basis of race, color, or national origin include: disciplining students more harshly and frequently because of their race, color, or national origin; denying students access to high-rigor academic courses, extracurricular activities, or other educational opportunities based on their race, color, or national origin; denying language services or other educational opportunities to English learners; and assigning students special education services based on a student's race, color, or national origin.

Harassment is a form of prohibited discrimination. Examples of conduct that may constitute harassment on the basis of race, color, or national origin include: the use of racial, ethnic or ancestral slurs or stereotypes; taunts; name-calling; offensive or derogatory remarks about a person's actual or perceived race, color, or national origin; the display of racially-offensive symbols; racially-motivated physical threats and attacks; or other hateful conduct.

Making a Report or Complaint; Investigation Process

Individuals are encouraged to promptly report claims or incidents of discrimination or harassment based on race, color, or national origin to the Nondiscrimination Coordinator, a Complaint Manager, or any employee with whom the student is comfortable speaking. Reports under this policy will be processed under Board policy 2:260, *Uniform Grievance Procedure*.

Any Mid-State Special Education employee who receives a report or complaint of discrimination or harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of discrimination or 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.

This policy does not impair or otherwise diminish the existing rights of unionized employees to request an exclusive bargaining representative to be present during any investigatory interviews, nor does this policy diminish any rights available under an applicable collective bargaining agreement, including, but not limited to, a grievance procedure.

Federal and State Agencies

If the Joint Agreement fails to take necessary corrective action to stop harassment based on race, color, or national origin, further relief may be available through the Ill. Dept. of Human Rights (IDHR) or the U.S. Dept. of Education's Office for Civil Rights. To contact IDHR, go to: https://dhr.illinois.gov/about-us/contact-idhr.html or call (312) 814-6200 (Chicago) or (217) 785-5100 (Springfield).

Prevention and Response Program

The Director or designee shall establish a prevention and response program to respond to complaints of discrimination based on race, color, and national origin, including harassment, and retaliation. The program shall include procedures for responding to complaints which:

1. Reduce or remove, to the extent practicable, barriers to reporting discrimination, harassment, and retaliation;
2. Permit any person who reports or is the victim of an incident of alleged discrimination, harassment, or retaliation to be accompanied when making a report by a support individual of the person's choice who complies with the Joint Agreement's policies and rules;
3. Permit anonymous reporting, except that an anonymous report may not be the sole basis of any disciplinary action;
4. Offer remedial interventions or take such disciplinary action as may be appropriate on a case-by-case basis;
5. Offer, but do not require or unduly influence, a person who reports or is the victim of an incident of harassment or retaliation the option to resolve allegations directly with the accused; and
6. Protects a person who reports or is the victim of an incident of harassment or retaliation from suffering adverse consequences as a result of a report of, investigation of, or a response to the incident.

Policy Posting and Distribution

This policy shall be posted on the Mid-State Special Education's website. The Director shall annually inform staff members of this policy by posting it in a prominent and accessible location such as the Mid-State Special Education website, employee handbook, staff intranet site, and/or in other areas where policies and rules of conduct are made available to staff. The Director shall annually inform students and their parents/guardians of this policy by posting it on the Mid-State Special Education's website and including an age-appropriate summary of the policy in the student handbook(s).

Enforcement

Any Mid-State Special Education employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, up to and including discharge.

Any Mid-State Special Education Public Day School student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, including but not limited to, suspension and expulsion consistent with Board policy 7:190, *Student Behavior*.

Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the Joint Agreement , e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to remedial and/or disciplinary action.

Retaliation Prohibited

Retaliation against any person for bringing complaints, participating in the complaint process, or otherwise providing information about discrimination or harassment based on race, color, or national origin is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*).

Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.:

42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.

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

105 ILCS 5/22-95.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Adopted: February 18, 2026

Midstate Special Education Coop

SECTION 3 - GENERAL ADMINISTRATION

Midstate Special Education Coop

3:30 Line and Staff Relations

The Special Education 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 by-passed 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. Where this is not possible, the division of responsibility must be clear.

CROSS REF.: 2:140 (Communications To and From the Board), 8:110 (Public Suggestions and Concerns)

Adopted: September 17, 2025

3:40 Special Education Director

Duties and Authority

The Special Education Director is the Joint Agreement's executive officer and is responsible for the administration and management of the Joint Agreement programs in accordance with Governing Board policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law, including the special reporting responsibilities in policy 5:90, *Abused and Neglected Child Reporting*. The Special Education Director is authorized to develop administrative procedures to implement Governing Board policy.

The Special Education Director may delegate to other Joint Agreement staff members the exercise of any powers and the discharge of any duties imposed upon the Special Education Director by Governing Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Special Education Director of responsibility for the action that was delegated.

Qualifications and Appointment

The Special Education Director must be of good character and of unquestionable morals and integrity. The Special Education Director shall have the experience and the skills necessary to work effectively with the Governing Board, Executive Committee, Joint Agreement employees, students, and the community. The Special Education Director shall have proper licensure/State approval.

When the office of the Special Education Director becomes vacant, the Executive Committee will conduct a search to find the most capable person for the position and make a recommendation to the Governing Board for ratification. Qualified staff members who apply for the position will be considered for the vacancy.

Evaluation

The Executive Committee will evaluate, annually, by February 1st the Special Education Director's performance, using standards and objectives developed by the Special Education Director and Committee that are consistent with State law and the Joint Agreement's mission and goal statements. A specific time should be designated for a formal evaluation session with all Executive Committee members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

Compensation and Benefits

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

CROSS REF: 2:20 (Powers and Duties of the Governing Board), 2:240 (Governing Board Policy Development), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions)

Adopted: March 16, 2022

Midstate Special Education Coop

3:40-E Exhibit - Checklist for the Special Education Director Employment Contract Negotiation Process

The Governing Board hires and employs the Special Education Director. The Director shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Director. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent, at:** www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/.

The foundation for a productive employment relationship begins when the Board identifies the most qualified director candidate (*successful director candidate*) after an established interview process. The Board then extends an offer of employment to the successful director candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board's policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at the link above.

Below, the *Checklist for the Director Employment Contract Negotiation Process (Checklist)* provides a column entitled **Director Contract Term Considerations for the Board**. It lists common director employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common director employment contract terms.

The *Checklist* is intended to serve as a resource to educate and guide the Board through the employment contract negotiation process with its successful director candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Director, all set the foundation for mutual respect and a clear understanding of the Board and Director's respective roles, responsibilities, and expectations. **Important**: This *Checklist* is a resource for contract formation; it is not a list of must have items for a director's employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful director candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful director candidate. The Board and the successful director candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful director candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

☐ **Board Attorney.** Prior to providing any successful director candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. Note: Boards should view a successful director candidate retaining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

☐ **Power and Duties of the Director**

Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	Does the Board enumerate the duties of the Director

Duties	Does the Board enumerate the duties of the Director in the employment contract? 1. Are the statutory duties of the Director listed? 2. Has the Board incorporated policy references to the other duties related to the Director's employment? See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.
Full-time, Attention and Energy Clause	How will the Board address outside activities of the Director? 1. How will the Board define *outside activities*? 2. Will the Board restrict the Director from engaging in outside activities during the term of the employment contract? 3. Will the Board require approval/notification before the Director engages in outside activities?

☐ **Employment and Compensation**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
Duration of Contract	A director's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure. No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8. If the duration is one year or less, then the contract need not reference goals or suspension of tenure.
Salary	Special Considerations for the Board may include: 1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g)) prior to retirement? 2. What is the *cost shift* implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary? School districts are responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds the governor's statutory salary. The governor's annual salary is published by TRS at: www.trsil.org/employers/payments/contribution-rates_earnings-limitations. 3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)?

	Items the Board may see the successful director candidate request of it: 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary. 3. Compensation increases.
Severance Agreements	Any contract that contains a condition of severance pay must include the following provisions required by the Government Severance Pay Act (GSPA), 5 ILCS 415/10: 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Director is fired for *misconduct* by the Board. See the *Severance Pay* row under the Changes to the Director's Employment Contract subhead below for a definition of what misconduct means in the context of this law.
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	How does the Board want to address: 1. Pension contributions (TRS-THIS)? 2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation? 3. Unforeseen pension reform issues?

☐ **Conditions of Employment**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
Administrative License	Does the Board want to require the successful director candidate to guarantee that as the future Director of the District, he or she has and will maintain the appropriate licensure throughout the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9. See also PRESS sample policy 5:30, *Hiring Process and Criteria*, and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, *Investigations*.
Sexual Misconduct Related Employment History Review Law	105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See also PRESS sample policy 5:30, *Hiring Process and Criteria* and PRESS sample administrative procedure 5:30-AP3, *Sexual Misconduct Related Employment History Review (EHR)*.
	Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by

Other Background Check Laws	105 ILCS 5/10-21.9 and sexual misconduct related employment history review required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23 and discussed above? If yes, consult the Board Attorney and consider the following laws: 15 U.S.C. § 1681 et seq., Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party *consumer reporting agencies*, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer. 820 ILCS 75/, Ill. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant's criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (a/k/a *ban the box* law). 820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from: 1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account; 2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and 3. Taking an adverse employment action against an individual (including refusal to hire) based on that individual's use of a lawful product off District property during nonworking hours, i.e., tobacco, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, and its f/ns). 820 ILCS 70/, Ill. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a *bona fide occupational requirement*, which is further defined in the statute. The job descriptions of directors generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory

	power over more than $100; and (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.
Medical Examination	105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases. The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r). See also PRESS sample policy 5:30, *Hiring Process and Criteria*, specifically f/ns 25 and 26.
Tenure	Suspension of Tenure With multi-year contracts and multi-year extensions, directors waive their rights to tenure in a school district, but no previously acquired tenure may be lost. Continued Tenure Directors serving multiple one year contracts may still accrue service toward and acquire tenure. See 105 ILCS 5/10-23.8 and the *Duration of Contract* row in the Employment and Compensation checkbox, above.

☐ **Evaluations and Goals**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
	105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Director and other information as the Board may determine. Regarding its goals and indicators, has the Board: 1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states "and other information as the Board may determine")? 2. Included them in the body of the employment contract? Or as an exhibit to it? 3. Set them to be:

Board Goals and Indicators of Student Performance and Academic Achievement for the Director	a. Measurable and achievable, i.e., are they within the Director's control? b. Objective, subjective or a combination of both? 4. Set a timeline for achievement, and if so is it on an: a. Annual basis? b. Prior to completion of the employment contract? 5. Set them as procedural, substantive, or a combination of both? For more information about setting goals and indicators for directors regarding student performance and academic achievement, see: www.iasb.com/conference-training-and-events/training/workshops/ Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their directors accountable for district performance, including academic achievement: *Setting District Goals and Direction* (leads a board and director to develop their own district language for specific measurable, and attainable goals and indicators) *The Superintendent Evaluation Process* (describes an effective method of holding the director accountable)
Superintendent Evaluation	Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to: 1. "Direct, through policy, its superintendent in his or her charge of the administration of the school district;" and 2. Evaluate the director in his or her "administration of school board policies and his or her stewardship of the assets of the district." How will the Board evaluate the successful director candidate upon its outlined goals and indicators? Does the Board state when it will evaluate the successful director candidate upon the goals and indicators that it set? Note: Some districts do not consider the director evaluation to be a *one-time event* and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime. Is the Board or the successful director candidate responsible to trigger the components of the Director's evaluation process? What evaluation instrument will be used? How will the evaluation be documented? Will an evaluation instrument be outlined by the Board in its employment contract with the successful director candidate?

	Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine? For more information about best practices when planning for and evaluating the Director, see: *The Superintendent Evaluation Process* at: www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf; IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent,** at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/; stating "the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy."

☐ **Expenses and Benefits**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
Expenses and Allowances	How will the Board address expenses and allowances in its employment contract negotiations with the successful director candidate? <u>Business</u> 1. What standard will the Board use, e.g., reasonable, itemized, etc.? 2. Will the Board designate the Board President or another individual to review and/or approve the Director's expenses? <u>Transportation</u> Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful director candidates request discussion about include: 1. Vehicle insurance reimbursement(s) 2. Vehicle repair reimbursement(s) 3. A travel allowance only at either a set amount or the District's per mile rate 4. A vehicle 5. Out-of-district travel
	Will the Board address insurance in its employment contract negotiations with the successful director candidate?

Insurance	Some items successful director candidates request include: 1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums. 2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.
Vacation	Will the Board address vacation days in its employment contract negotiations with the successful director candidate? If yes, then: 1. How many days? 2. Will vacation days accumulate? And, if so, how? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Director prior to taking a vacation? If yes, describe the process. 4. Will the Board address reimbursement for unused days? 5. Will vacation days need to be used for days off during winter or spring breaks?
Sick Leave/Days	Will the Board address sick days in its employment contract negotiations with the successful director candidate? If yes, then: 1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided? 2. How will sick day accumulation be addressed? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Director prior to taking or upon returning from a sick day? If yes, describe the process.
Professional Activities and Organizations | Memberships in Community Organizations	Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful director candidate? If yes, then: 1. How many organizations will the Board allow the Director to join? 2. Which organizations will be allowed? 3. What is the Board's limit for the cost of dues to professional organizations?
	Will the Board address any type of payment(s) upon the Director's retirement? If yes, then: 1. Has the Board thoroughly examined and

Retirement	addressed: a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful director candidate's attorney has interest in the following issues: a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
Annuities and Other Deferred Compensation	Will the Board address any type of annuities and other deferred compensation issues? If yes, then: 1. Will it offer such compensation in addition to the Director's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?

☐ **Changes to the Director's Employment Contract**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
Non-Renewal at End of Contract	How will the Board and successful director candidate agree to address orderly end to the employment contract when the Board chooses not to renew it? 1. Will there be a non-renewal notification date? Do both parties' attorneys find it reasonable? 2. Will the Board require the Director to remind it of the non-renewal date? 3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification? 4. Will the Board agree to language in the employment contract that would provide the Director with a hearing upon non-renewal?
Renewal at End of Contract	Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then: 1. What date would be the earliest that the Board could renew its employment contract with the Director? 2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon directors achieving their stated goals and indicators of student performance and academic improvement

	and other information they required.
Contract Extensions	Will the Board agree to allow for an extension of its employment contract during its term? If yes, then: 1. Will the Board agree to extend it during its term if the Board determines that the Director successfully met all of the Board's stated goals and indicators of student performance and academic improvement and other information it required? 2. Will the Board agree to extend a one-year contract when the Director is not required to meet any goals? See 105 ILCS 5/10-23.8.
Terminations	If the successful director candidate accepts employment with the Board and becomes the Director, how will the Board outline the grounds and procedures for terminating the Director's employment during the contract's term? 1. Will the Board and the successful director candidate agree to terminate it upon mutual agreement? 2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Director? And if so, will the Board require reasonable notice from its Director? 3. Could either the Board or Director terminate the employment contract without cause by providing notice to the other? 4. Will the Board terminate the employment contract for permanent disability of the Director? a. How will the Board define permanent disability in the contract? b. Will the Board require the Director to obtain a permanent disability determination through physician certification, and/or c. Will the Board consider duration of absence; e.g., 90-days after exhaustion of available leave, whichever is greater? See PRESS sample policy 5:180, *Temporary Illness or Temporary Incapacity*. 5. What standard will the Board use to terminate the employment contract for cause? Items to consider include: a. Any conduct detrimental/prejudicial to the District;* b. Just cause; c. Sufficient to dismiss a tenured teacher; d. Material breach of contract; or

	e. Not arbitrary and capricious. *50 ILCS 205/3c, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See Severance Pay row directly below. 6. Will the Board agree to provisions for hearing and due process for the Director? 7. How will the Board address death of its Director during the duration of the employment contract?
Severance Pay	Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1): 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Director is fired for *misconduct* by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c limits sexual harassment or discrimination to instances when an employee is "found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." For more discussion about these laws, see f/n 6 in policy 2:260, *Uniform Grievance Procedure*.
Liquidated Damages	Will the Board agree to liquidate damages with its Director if one or the other terminates the employment contract? 1. Have both the Board and the successful director candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys? 2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Director?
Amendments	How will the Board and Director agree to allow for amendments to the employment contract?

☐ **What technical clauses need to be in the Director's employment contract?**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
	If the employment contract contains any of the

Technical clauses (common in contracts)	following technical provisions, have the Board Attorney and Director's attorney reviewed them? 1. Notice 2. Applicable law 3. Headings and numbers 4. Complete understanding, i.e., do the Board members and Director share the same understanding of the various provisions written in the employment contract? 5. Counterparts 6. Effect of Policy Amendments 7. Severability 8. Advice of Counsel

☐ **Miscellaneous Issues**

Director Contract Term Considerations for the Board	**Explanation, Special Considerations, and Resources**
Board Obligations Under the Employment Contract	Do all members of the Board understand the District's obligations under the employment contract and what not complying with them will mean to the District? Specifically, are Board members aware of the Board's specific obligations regarding: 1. The Director Evaluation 2. Goal setting 3. Required notifications/actions by each party prior to termination of the employment contract
Ongoing Monitoring of Each Party's Compliance with the Contract	Are the Board and Director actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?
Legislative Issues	How might pending pension reform legislation or other trending legislation affect the employment contract?

DATED : May 17, 2023

3:50 Administrative Personnel Other Than the Special Education Director

Duties and Authority

Joint Agreement administrative and supervisory positions are established by the Executive Committee in accordance with State law. This policy applies to all administrators other than the Special Education Director. The general duties and authority of each administrative or supervisory position are approved by the Governing Board, upon the Special Education Director's recommendation, and contained in the respective position's job description.

Qualifications

All administrative personnel shall have a valid administrative license and appropriate endorsements issued by the State Educator Preparation and Licensure Board and such other qualifications as specified in the position's job descriptions.

Evaluation

The performance of all administrative personnel will be evaluated by the Special Education Director or designee; the Special Education Director shall make employment and salary recommendations to the Executive Committee.

Administrators shall annually present evidence to the Special Education Director of professional growth through attendance at educational conferences, additional schooling, in-service training and through participation in the general development and improvement of the Joint Agreement's programs.

Administrative Work Year

The administrators' work year shall be the same as the fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. All administrators shall be available for work when their services are necessary.

Compensation and Benefits

The Board 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 Executive Committee will consider the Special Education Director's recommendations when setting compensation for individual administrators.

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

CROSS REF: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations and Retirement), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

Adopted: March 16, 2022

3:60 Administrative Responsibility of the Building Principal

Duties and Authority

The Executive Board, 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 and Assistant Principal shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant principal.

Evaluation Plan

The Director or designee shall implement an evaluation plan for Principals and Assistant 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 and Assistant 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 Superintendent.

LEGAL REF.: 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.

10 ILCS 5/4-6.2, Election Code.

105 ILCS 127/, School Reporting of Drug Violations Act.

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

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

Adopted: February 18, 2026

3:60-E Exhibit - Event Reporting and Notice Requirements for Building Principals Concerning School Safety and Security

The Building Principal shall comply with all State law reporting and notice requirements for principals. Compliance with the State law reporting and notice requirements is required by Board policy 3:60, Administrative Responsibility of the Building Principal, in its mandate to "perform all duties as described in State law." The specific statute identified in the following tables should be checked for current requirements. The lists of required reports and notices may not be exhaustive.

Events Requiring Reports Concerning **School Safety and Security**	**Resources**
A student or other person poses a clear and present danger to himself, herself, or others. This report is made to the Ill. State Police (ISP) within 24 hours after the Building Principal makes this determination. The Building Principal must also notify the Director or designee whenever he or she makes a clear and present danger report to ISP. This report is required by the Firearm Concealed Carry Act (430 ILCS 66/105), and the Mental Health and Developmental Disabilities Code (405 ILCS 5/6-103.3). The Building Principal may delegate making reports concerning students, but not otherwise. Clear and present danger is defined in 430 ILCS 65/1.1, amended by P.A. 104-270, as a person who: (1) communicates a serious threat of physical violence against a reasonably identifiable	

victim or poses a clear and imminent risk of serious physical injury to himself, herself, or another person as determined by a physician, clinical psychologist, advanced practice psychiatric nurse, or qualified examiner; or (2) demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior, as determined by a physician, clinical psychologist, advanced practice psychiatric nurse, qualified examiner, school administrator, or law enforcement official. ISP rules implementing this duty to report are found in 20 Ill.Admin.Code §1230.120(b), and state, in relevant part: b) Law enforcement officials and school administrators shall report determinations of a clear and present danger directly to [ISP]. [ISP] shall make a form and instruction for the reporting available to law enforcement officials and school administrators on its website. 1) Clear and present danger reports shall be reviewed by the Department to deny a FOID [Firearm Owners Identification] card application or revoke a FOID card under Section 8(f) or 8.1(d) of this Act.	The ISP has posted information and instructions at: https://isp.illinois.gov/StaticFiles/docs/FirearmsSafety/Forms/CPD%20Repo 3:60, Administrative Responsibility of the Building Principal 7:340, Student Records 7:340-AP1, School Student Records

2) Clear and present danger reporting shall be made consistent with the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) to assist [ISP] with protecting the health and safety of the public by denying persons who present a clear and present danger from having lawful access to weapons. Note: 430 ILCS 65/8.1(d), as amended by P.A. 104-5, also allows ISP to suspend a person's FOID card.	
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. This report is made to the Ill. Dept. of Children and Family Services (DCFS) immediately upon suspicion or receipt of knowledge. The DCFS Child Abuse Hotline is 800/25-ABUSE (within Illinois) or 217/524-2606 (outside Illinois). In addition to the Building Principal, all school personnel are required to make this report. A staff member should inform the Building Principal if the staff member made a report; the Building Principal should inform the Director of any report made. This report is required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), and the Dept. of Human Services Act (20	Information and directions are available from DCFS at: www.state.il.us/dcfs/c 5:90, Abused and Neglected Child Reporting 7:190-AP6, Guidelines for Investigating Sexting Allegations

ILCS 1305/). A knowing and willful failure to make the report to DCFS is a Class A misdemeanor for the first violation and a second or subsequent violation is a Class 4 felony. 325 ILCS 5/4.	
Child sexual abuse material is discovered on electronic and information technology equipment. This report is made immediately to local law enforcement, or the National Center for Missing and Exploited Children's CyberTipline 800/THE-LOST or online at: https://report.cybertip.org/. According to 325 ILCS 5/4.5, Electronic and information technology equipment means equipment used in the creation, manipulation, storage, display, or transmission of data, including internet and intranet systems, software applications, operating systems, video and multimedia, telecommunications products, kiosks, information transaction machines, copiers, printers, and desktop and portable computers. (Italics added.) An electronic and information technology equipment worker or the worker's employer is required to make this report by 325 ILCS 5/4.5, amended by P.A. 104-245, eff. 1-1-26.	5:90, Abused and Neglected Child Reporting

Failure to make this report is a business offense subject to a fine of $1,001. Id. at 5/4.5(e).	
Hazing resulted in bodily harm to any person. This report is required when the Building Principal or other school personnel or volunteer observes hazing. This report is made to the Director or other supervising authority or, in the event of death or great bodily harm, to law enforcement. 720 ILCS 5/12C-50.1. The statute does not provide a deadline for making the report, but making the report immediately is prudent. Failure to report hazing is a Class B misdemeanor and if the hazing resulted in death or great bodily harm the failure to report is a Class A misdemeanor. Id. at 5/12C-50.1(c).	5:90, Abused and Neglected Child Reporting 7:190, Student Behavior
The person enrolling a student fails to provide a certified copy of the student's birth certificate within 30 days of enrolling the student. The Director or designee is required to immediately notify local law enforcement. The Director or designee must also notify the person enrolling the student, in writing, that unless the person complies within 10 days, the case will be referred to local law enforcement for investigation. If the person does not comply	7:50, School Admissions and Student Transfers To and From Non-District S 7:50-AP, School Admissions and Student Transfers To and From Non-Distri

within 10 days, the Director or designee refers the case to local law enforcement. 325 ILCS 50/5(b)(2) and 325 ILCS 55/5(b). This report is required by the Missing Children Records Act (325 ILCS 50/), and the Missing Children Registration Law (325 ILCS 55/).	
The District receives notification from the ISP of the disappearance of a student currently or previously enrolled. The Director or designee is required to flag records pertaining to the student, such that whenever a copy of or information regarding the flagged records is requested, the Director or designee will be alerted. The Director or designee must immediately report to local law enforcement any request concerning flagged records or knowledge about where the student may be located. 325 ILCS 50/5(a) and 325 ILCS 55/5(a). This report is required by the Missing Children Records Act (325 ILCS 50/), and the Missing Children Registration Law (325 ILCS 55/).	7:50-AP, School Admissions and Student Transfers To and From Non-Distri
A drug-related incident occurred on school property, including any conveyance used to transport students, or on any public way within 1000 feet of the school. The Building Principal or designee is required to	

immediately notify the Director or designee and any involved student's parent/guardian.[2] The Director or designee is required to immediately report to local law enforcement. 105 ILCS 5/10-27.1B, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling). Schools must also report any verified incident involving drugs to the Ill. State Board of Education (ISBE) through its web-based School Incident Reporting System (SIRS) as it occurs during the year but no later than July 31 for the preceding school year. Id. See f/n 6 in sample administrative procedure 4:170-AP1, Comprehensive Safety and Security Plan. 105 ILCS 127/2 also requires reporting to the municipal police dept. or office of the county sheriff of the municipality or county where the school is located within 48 hours of becoming aware of the drug violation. 105 ILCS 127/2 sets forth specific drug violations that will trigger this duty to report; however, best practice suggests reporting any drug violation. This report is required by the School Reporting of Drug Violations Act, 105 ILCS 127/.	3:60, Administrative Responsibility of the Building Principal 4:170-AP1, Comprehensive Safety and Security Plan, Letter J. Required Not
The safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by	

illegal use or possession of weapons, or by illegal gang activity. If this occurs, the Building Principal is required to utilize the resources of proper law enforcement agencies. 105 ILCS 5/10-21.4a.	3:60, Administrative Responsibility of the Building Principal 7:190, Student Behavior
A student committed a criminal or civil offense. The Director or designee is required to make this report. This report is made to local law enforcement agencies as part of a reciprocal reporting system between the District and local law enforcement agencies. No specified time period is stated in the statute. A reciprocal reporting system is required by 105 ILCS 5/10-20.14, amended by P.A. 104-430.	2:150, Committees 7:190-AP3, Guidelines for Reciprocal Reporting of Offenses Committed by S
A threat of gun violence on school grounds is made, or a person on school grounds possesses a firearm. This report is made by the Building Principal or designee to local law enforcement immediately after receiving a report of a threat of gun violence on school grounds or of a person on school grounds possessing a firearm. If the report pertains to a threat of firearm violence made by a student, the Building Principal or designee must attempt to notify the student's parent/guardian as soon as possible and must further attempt to contact	

the parent/guardian to ensure that the student does not have access to a firearm. The Building Principal or designee must also notify the Director or designee and any involved student's parent/guardian, and the Director or designee must also immediately report to local law enforcement. Schools must also report any verified incident involving a firearm to ISBE through SIRS as it occurs during the year but no later than July 31 for the preceding school year. See f/n 6 in sample administrative procedure 4:170-AP1, Comprehensive Safety and Security Plan. These reports are required by 105 ILCS 5/10-27.1A, amended by P.A.s 103-34, 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling), and 104-174. A knowing and willful failure to make the report is a petty criminal offense for the first violation and a second or subsequent violation is a Class C misdemeanor. Id.	7:190, Student Behavior 4:170-AP1, Comprehensive Safety and Security Plan, Letter J. Required Not
A staff member is battered. This report is made by the Building Principal or designee to the Director or designee and to any involved student's parent/guardian. The Director or designee will immediately report to local law enforcement and will report to ISBE through SIRS as incidents occur during the school year	4:170-AP1, Comprehensive Safety and Security Plan, Letter J. Required Not

and no later than August 1 for the preceding school year. 105 ILCS 5/10-21.7.	
A student engaged in aggressive behavior. The Director or designee is required to make this report. This report is made to the parent/guardian of a student who engaged in aggressive behavior including, without limitation, bullying. 105 ILCS 5/10-20.14(d). No specific time period is stated in the statute.	7:180, Prevention of and Response to Bullying, Intimidation, and Harassment 7:190, Student Behavior 7:190-E1, Aggressive Behavior Reporting Letter and Form

Required Notices Concerning School Safety and Security	**Resources**
Human Trafficking Hotline. The Director or designee ensures the Ill. Dept. of Human Services' notice is posted in conspicuous and accessible locations such as administrative offices or other locations in view of school employees. This notice is required by the Human Trafficking Resource Center Notice Act, 775 ILCS 50/.	Notice available for download at: www.dhs.state.il.us/page.aspx?item=82023.
Lead in Drinking Water. If samples from any drinking water lead test performed in any District school(s) exceed five parts per billion, the Director or designee provides notification of the sampling results to the parents or guardians of all enrolled students. This notification is required by 225 ILCS 320/35.5(c)(3).	4:170, Safety
Sex Offender Information is Available. This notice is provided to the parents/guardians of students at either registration or parent-teacher conferences. Either the Building Principal or teacher shall notify the parents/guardians that information about sex offenders is available on the ISP website. 730 ILCS 152/120(g). This notice is required by the Sex Offender Community Notification Law, 730 ILCS 152/120(g).	4:170, Safety 4:175-AP1, Criminal Offender Notification Laws; Screening 4:175-AP1, E1, Informing Parents/Guardians About Offender Community Notification Laws

DATED : February 18, 2026

Midstate Special Education Coop

3:70 Succession of Authority

If the Special Education Director, Assistant Director, or other administrator is temporarily absent, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Special Education Director and approved by the Executive Committee.

Adopted: June 22, 2022

SECTION 4 - OPERATIONAL SERVICES

Midstate Special Education Coop

4:10 Fiscal and Business Management

The Special Education 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 Governing Board and publishing it by December 1, as required by State law.

The Special Education 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 Special Education Director shall present a tentative budget to the Executive Committee at a regular or special meeting on or before the regularly scheduled meeting in July in order that the Executive Committee may make recommendations to the Governing Board for a final budget. The final budget shall be adopted by the Governing Board no later than September 1st of each calendar year. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the Joint Agreement's programs.

Preliminary Adoption Procedures

After receiving the Special Education Director's proposed budget, the Governing Board 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 Special Education Director 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, including the cash reserve balance of all funds held by the Joint Agreement related to its operational funds and, if applicable, any obligations secured by those funds, and the public shall be invited to comment, question, or advise the Governing Board.

Final Adoption Procedures

The Governing Board adopts a budget no later than September 1st of each fiscal year, or by such alternative procedure as State law may define.

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

The Special Education Director or designee shall provide a copy of the budget to the ROE.

The special education director or her designee will also post the Joint Agreement's final annual budget, itemized by receipts and expenditures, on the Joint Agreement's website.

Budget Amendments

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

Implementation

The Special Education Director or designee shall implement the Joint Agreement's budget and provide the Executive Committee with a monthly financial report that includes all current fund balances.

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

Adopted: February 18, 2026

Midstate Special Education Coop

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. An employee who has substantially breached the confidentiality of social security numbers may be subject to disciplinary action or sanctions up to and including dismissal in accordance with Joint Agreement policy and procedures. 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 cybersecurity and other measures to safeguard information including: (1) *protected personally identifiable information*, (2) other types of information that a federal agency, pass-through entity, 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.

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

Adopted: June 4, 2025

4:30 Revenue and Investments

Revenue

The Special Education Director or designee is responsible for making all claims for assessments to Member Joint Agreements, State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

The Special Education 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 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 any Joint Agreement funds in any investment as authorized in 30 ILCS 235/2, and Acts amendatory thereto.

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 Special Education 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 Board 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, demand deposit 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 shall 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 (CRA), the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the CRA;
2. For financial institutions subject to the Ill. Community Reinvestment Act (ICRA), the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the ICRA;
3. 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;
4. The financial impact that the withdrawal or denial of Joint Agreement deposits might have on the financial institution;
5. 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
6. 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.

The Joint Agreement may not deposit public funds in a financial institution subject to the CRA unless the institution has a current rating of satisfactory or outstanding under the CRA. The Joint Agreement may not deposit public funds in a financial institution subject to the ICRA unless either: (1) the institution has a current rating of satisfactory under the ICRA at the time of deposit; or (2) the Ill. Dept. of Financial and Professional Regulation has not yet completed its initial examination of the institution under the ICRA. The Joint Agreement may not withdraw public funds from a financial institution prior to the date of maturity solely on the basis of a less than satisfactory rating under the ICRA. When investing or depositing public funds, the Joint Agreement may give preference to financial institutions that have a current rating of outstanding under the CRA and the ICRA.

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 Special Education Director or designee shall keep the Board 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 Board (GASB) 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 Board. The report will: (1) assess whether the investment portfolio is meeting the Joint Agreement's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the Joint Agreement, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Executive Committee will determine, after receiving the Special Education Director's recommendation, which fund is in most need of interest income and the Special Education 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 Governing Board and Joint Agreement officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, *Board 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.

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

Adopted: February 18, 2026

4:40 Incurring Debt

The Joint Agreement may borrow up to 50% of any State categorical or grant payments due and payable to the Joint Agreement, if a hardship exists. Principal and interest shall be repaid from the categorical or grant payments within the fiscal year, unless amended by the Governing Board/Executive Committee.

Bond Issue Obligations

In connection with the Cooperative's issuance of bonds, the Special Education Director shall be responsible for ensuring the Joint Agreement's compliance with federal securities laws, including the anti-fraud provisions of the Securities Act of 1933, as amended and, if applicable, the continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Additionally, in connection with the Cooperative's issuance of bonds, the interest on which is excludable from *gross income* for federal income tax purposes, or which enable the Joint Agreement or bond holder to receive other federal tax benefits, the Governing Board/Executive Committee authorizes the Special Education Director to establish written procedures for post-issuance compliance monitoring for such bonds to protect their tax-exempt (or tax-advantaged) status.

The Governing Board/Executive Committee may contract with outside professionals, such as bond counsel and/or a qualified financial consulting firm, to assist it in meeting the requirements of this subsection.

LEGAL REF.:

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

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

17 C.F.R. §240.15c2-12.

30 ILCS 305/2, Bond Authorization Act.

30 ILCS 350/, Local Government Debt Reform Act.

30 ILCS 352/, Bond Issue Notification Act.

105 ILCS 5/10-22.31 and 5/18-20.

CROSS REF.: 4:10 (Fiscal and Business Management)

Adopted: February 18, 2026

4:45 Insufficient Fund Checks and Debt Recovery

Insufficient Fund Checks

The Special Education Director is responsible for collecting up to the maximum fee authorized by State law for returned checks written to the Joint Agreement which are not honored upon presentation to the respective bank or other depository institution for any reason. The Special Education 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 Special Education Director is authorized to seek collection of delinquent debt owed the Joint Agreement to the fullest extent of the law.

A Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC). To participate in it, an intergovernmental agreement (IGA) between the District and the IOC must be in existence. The IGA establishes the terms under which the District may refer a delinquent debt to the IOC for an offset (deduction). The IOC may execute an offset, in the amount of the delinquent debt owed to the District, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Special Education Director or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Special Education Director or designee is responsible, without limitation, for each of the following:

1. Providing a Joint Agreement-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (*claim*) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim.
2. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
3. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.:
15 ILCS 405/10.05 and 10.05d, State Comptroller Act.
105 ILCS 123/, Hunger-Free Students' Bill of Rights Act.
810 ILCS 5/3-806, Uniform Commercial Code.

Adopted: September 20, 2023

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 Committee in advance of the Committee's first regular monthly meeting or, if necessary, a special meeting. These bills shall be reviewed by the Executive Committee, after which they may be approved for payment by Executive Committee 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 an Executive Committee order or pertinent portions of the Committee minutes, even if the minutes are unapproved, provided the order or minutes are signed by the President and Secretary, or a majority of the Committee.

The Treasurer is authorized, without further Executive Committee 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 Executive Committee.

Revolving funds may be used, provided such funds are maintained in accordance with Board policy 4:80, *Accounting and* Audits, and remain in the custody of an employee who is properly bonded according to State law.

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

Adopted: September 17, 2025

4:55 Use of Credit and Procurement Cards

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

In addition to the other limitations contained in this and other Board 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 Board or Joint Agreement or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Special Education Director or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Special Education Director, may charge no more than $500 in a single purchase and no more than $1000 within a given month without prior authorization from the Special Education Director.
4. The Special Education 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 Board 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 Special Education 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 Board policy.
10. The Director or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

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

Adopted: February 15, 2023

4:60 Purchases and Contracts

1. The Special Education Director shall manage the Joint Agreement's purchases and contracts in accordance with the law, the standards set forth in this policy, and other applicable Board policies.

Standards for Purchasing and Contracting

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

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 Special Education Director or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

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

1. Supplies, materials, or work involving an expenditure in excess of $35,000 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 Board policy.
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. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. 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) prohibit 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 5/22-94: (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the Joint Agreement objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the Joint

Agreement access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g).

c. 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; and (2) require any new or existing employee who provides services to students or in schools 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. Dept. of Public Health rules or order of a local health official.

8. Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
9. Design-build contracts must comply with 105 ILCS 5/15A-1 et seq.
10. Any new contract for a district-administered assessment must comply with 105 ILCS 5/10-20.86.
11. Purchases made with federal or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

The Special Education Director or designee shall: (1) execute the reporting and website posting mandates in State law concerning Joint Agreement contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria)

Adopted: February 10, 2025

4:70 Resource Conservation

The Joint Agreement will conserve energy resources by:

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 feasibly of potential markets for other recyclable materials that are present in the Joint Agreement's waste stream; and (c) establish a goal for the reduction in the amount of solid waste generated by the Joint Agreement, when it is economically and practically feasible to do so.
4. Energy conservation measures.

CROSS REF: 4:60 (Purchases and Contracts)

Adopted: September 18, 2024

Midstate Special Education Coop

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 (ISBE), 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 Special Education 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 Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Director.

The Director shall annually, on or before October 15, submit one copy of the audit to the Regional Superintendent of Schools. The Director shall also ensure the Joint Agreement's auditing firm files the Joint Agreement's audit with ISBE annually on or before October 15.

Annual Financial Report

The Director or designee shall annually prepare and submit the Annual Financial Report (AFR) on a timely basis using the form adopted by ISBE. The Director shall review and discuss the AFR with the Board before it is submitted and submit one copy of the AFR to the Regional Superintendent of Schools annually on or before October 15. The Director shall also ensure the Joint Agreement's auditing firm files the Joint Agreement's AFR with ISBE annually on or before October 15.

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 $10,000 and have an estimated useful life greater than one year.

Disposition of Joint Agreement Property

The Director or designee shall notify the Board, as necessary, of the following so that the Board 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 and, when permitted by the terms and conditions of the award, the retention 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 Board-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 Board 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 ISBE rules. Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Director consistent with the annual budget. 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 Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Board 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 either the Treasurer or Business Manager, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

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 Board, 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 Board 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 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 Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

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

Adopted: February 18, 2026

4:100 Insurance Management

The Special Education 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 Governing Board's direction or related to any mentoring services provided to the District's licensed staff members; Board members; employees; volunteer personnel authorized by 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b; mentors of licensed staff members authorized in 105 ILCS 5/21A-5 et seq. (new teacher), 105 ILCS 5/2-3.53a (new principal), and 2-3.53b (new superintendents); 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 the 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. Employee insurance programs.

LEGAL REF.:

Consolidated Omnibus Budget Reconciliation Act, Pub. L. 99-272, §10001, 26 U.S.C. §4980B(f), 42 U.S.C. §300bb-1 et seq.

105 ILCS 5/2-3.53a, 5/2-3.53b, 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, 5/10-22.34b, and 5/21A-5 et seq.

215 ILCS 5/, Ill. Insurance Code.

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

820 ILCS 305/, Workers' Compensation Act.

Adopted: September 20, 2023

4:110 Transportation

Pupil transportation shall be the responsibility of the District of residence.

No employee may transport students in school or private vehicles unless authorized by the administration. Mid-State staff will follow the district policy and procedures.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:280 (Duties and Qualifications), 6:140 (Education of Homeless Children)

Adopted: June 4, 2025

Midstate Special Education Coop

4:120 Operational Services

Food Services

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

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

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

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

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

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

7 C.F.R. Parts 210 (National School Lunch Program) and 220 (School Breakfast Program).

105 ILCS 125/, School Breakfast and Lunch Program Act.

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 18, 2026

4:150 Facility Management and Building Programs

The Director shall manage the District's facilities and grounds as well as facility construction and building programs in accordance the law, the standards set forth in this policy, and other applicable Board policies. If Mid-State Special Education operates a program in a facility that contains a lease agreement, all requirements within the lease agreement will be followed. The Director or designee shall cooperate with and 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 District 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 Executive Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. Prior Board approval is needed for al renovations or permanent alterations to buildings or grounds when the total cost will exceed $17,500, 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 Facility Construction and Building Programs

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

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the IL. State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board'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 or 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 Board'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 Board in writing with a rationale for the naming of the facility. When a facility is to be named or renamed, the Board Chairman will appoint a special committee to consider nominations and make a recommendation, along with supporting rationale, to the Board. The Board will make the final selection. The Director or designee may name a room or designate some area on a school's property 4:150 1 of 24:150 in honor of an individual or group that has performed outstanding service to the school without using this policy.

LEGAL REF.:

42 U.S.C. §12101 et seq., Americans with Disabilities Act; 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: June 4, 2025

4:160 Environmental Quality of Buildings and Grounds

The Special Education 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.

Pesticides

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. Additionally, the application of any restricted use pesticides is prohibited on or within 500 feet of Joint Agreement property during normal school hours. 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/.

Coal Tar Sealant

Before coal tar-based sealant products or high polycyclic aromatic hydrocarbon sealant products are used on Joint Agreement premises, the Special Education Director or designee shall notify employees and parents/guardians of students in writing or by telephone as required by the Coal Tar Sealant Disclosure Act.

CROSS REF.: 4:170 (Safety)

Adopted: December 13, 2023

4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the Joint Agreement's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between Joint Agreement employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Director or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Train Mid-State Special Education employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
    a. A definition of prohibited grooming behaviors and employee-student boundary violations pursuant to policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;
    b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; and
    c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
2. Educate students with: a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, *Curriculum Content*; b. Information in policy 7:250, *Student Support Services*, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the Joint Agreement.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and employee-student boundary violations with evidence informed educational information that also includes: a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between Mid-State Special Education employees and students based upon policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and how to prevent child sexual abuse from happening; b. Methods for how to report child sexual abuse, grooming behaviors, and/or employee student boundary violations to authorities; and c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so 4:165 1 of 24:165 that the student can continue to succeed in school pursuant to policy 7:250, *Student Support Services*.
4. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.

LEGAL REF.:

105 ILCS 5/10-23.13, 5/22-85.5, 5/27-9.1a, and 5/27-13.2.

105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.

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

720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited)

Adopted: June 4, 2025

4:170 Safety

Safety and Security

Mid-State Special Education shall have a safety program promoting the safety of everyone on school property or at a school event. In order for the Board to monitor this goal's achievement, the Director shall make regular reports to the Boards containing relevant information. 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 lockdown 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, school support personnel, or a parent/guardian.

Annual Review

The Board 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).

Automated External Defibrillator (AED)

At least one automated external defibrillator (AED) shall be present in each Cooperative attendance center during the school day and during any Cooperative-sponsored extracurricular activity on school grounds. In addition, the Director or designee shall implement a written plan for responding to medical emergencies at the Cooperative'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 AED to be available at every physical fitness facility on the premises according to State law requirements.

The Cooperative 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 Cooperative. The Director or designee shall ensure that every AED on the Cooperative'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 school'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.

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; 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; Management; and Recovery), 4:190 (Targeted School Violence Prevention Program), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

Adopted: June 4, 2025

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, Executive Committee, Special Education Director, or Director's designee. If permission is granted, the Special Education Director or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Special Education 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 Special Education Director or designee shall develop guidelines for managing his or her presence in school.

Screening

The Special Education 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. The Board President shall ensure that these checks are completed for the Special Education Director. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

Notification to Parents/Guardians

The Special Education 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 Special Education Director or designee shall serve as the Career Center contact person for purposes of these laws. The Special Education 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 Special Education Director or Building Principal determines advisable.

LEGAL REF.:

20 U.S.C. §7926, Elementary and Secondary Education Act.

20 ILCS 2635/, Uniform Conviction Information Act.

720 ILCS 5/11-9.3, Criminal Code of 2012.

730 ILCS 152/, Sex Offender Community Notification Law.

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

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 3:40 (Special Education Director), 3:50 (Administrative Personnel Other Than the Special Education Director), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 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)

Adopted: March 16, 2022

Midstate Special Education Coop

4:180 Pandemic Preparedness; Management; and Recovery

The Governing Board and Executive Committee Board recognize that the Cooperative will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety during a pandemic.

A pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect individuals and, because there is little to no pre-existing immunity against the new virus, it spreads sustainably.

To prepare the Cooperative community for a pandemic, the Director or designee shall: (1) learn and understand how the roles that the federal, State, and local government function; (2) develop and implement practices consistent with health department protocols for businesses and (3) obtain and build awareness of the final district plans among staff.

Emergency School Closing

In the case of a pandemic, the Governor may declare a disaster due to a public health emergency that may affect any decision for an emergency school closing. Decisions for an emergency school closing will be made by the Cooperative Superintendents in consultation with and, if necessary, at the direction of the Governor, Ill. Dept. of Public Health, District's local health department, emergency management agencies, and/or Regional Office of Education.

During an emergency school closing, the Board Chairperson and the Director may, to the extent the emergency situation allows, examine existing Board policies pursuant to Policy 2:240, *Board Policy Development*, and recommend to the Board for consideration any needed amendments or suspensions to address mandates that the Cooperative may not be able to accomplish or implement due to a pandemic.

Board Meeting Procedure; No Physical Presence of Quorum and Participation by Audio or Video

A disaster declaration related to a public health emergency may affect the Board's ability to meet in person and generate a quorum of members who are physically present at the location of a meeting. Policy 2:220, *School Board Meeting Procedure*, governs Board meetings by video or audio conference without the physical presence of a quorum.

Payment of Employee Salaries During Emergency School Closures

The Director shall consult with the Executive Committee Board to determine the extent to which continued payment of salaries and benefits will be made to the Cooperative's employees, pursuant to Board policies 3:40, Special Education Director, 3:50, *Administrative Personnel Other Than the Special Education Director*, 5:35, *Compliance with the Fair Labor Standards Act*, 5:200, *Terms and Conditions of Employment and Dismissal*, and 5:270, *Employment At-Will, Compensation, and Assignment*, and consistent with: (1) applicable laws, regulations, federal or State or local emergency declarations, executive orders, and agency directives; (2) collective bargaining agreements and any bargaining obligations; and (3) the terms of any grant under which an employee is being paid.

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the School Board; Indemnification), 2:220 (School Board Meeting Procedure), 2:240 (Board Policy Development), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:70 (Succession of Authority), 4:170 (Safety), 5:35 (Compliance with the Fair Labor Standards Act), 5:200 (Terms and Conditions of Employment and Dismissal), 5:270 (Employment At-Will, Compensation, and Assignment), 6:60 (Curriculum Content), 6:300 (Graduation Requirements)

Adopted: September 17, 2025

Midstate Special Education Coop

4:190 Targeted School Violence Prevention Program

Targeted School Violence Prevention Program

Threats and acts of targeted school violence harm the Mid-State Special Education Public Day School'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 Public Day School environment is an important Board goal. While it is not possible for the Joint Agreement 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 Director or designee shall develop and implement the Program. The Program oversees the maintenance of a Public Day School 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 Joint Agreement's Comprehensive Safety and Security Plan, required by Board policy 4:170, *Safety*, and shall:

1. Establish a Joint Agreement-level School Violence Prevention Team to: (a) develop a Joint Agreement-level Targeted School Violence Prevention Plan, and (b) oversee the Joint Agreement'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. Require all Mid-State Special Education staff, volunteers, and contractors to report any expressed threats or behaviors that may represent a threat to the community, school, or self.
4. Encourage parents/guardians and students to report any expressed threats or behaviors that may represent a threat to the community, school, or self.
5. Comply with State and federal law and align with Board policies.

The Local Governmental and Governmental Employees Tort Immunity Act protects the Joint Agreement 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 Joint Agreement, (3) extend beyond the school day and/or school-sponsored events, or (4) guarantee or ensure the safety of students, Mid-State Special Education 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 5/22-110.

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 Law Enforcement Requests), 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: February 18, 2026

Midstate Special Education Coop

SECTION 5 - PERSONNEL

Midstate Special Education Coop

Midstate Special Education Coop

5:10 Equal Employment Opportunity and Minority Recruitment

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

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager under policy 2:260, *Uniform Grievance Procedure*, or in the case of denial of equal employment opportunities on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. 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

Annually, by July 1st, a male and female Nondiscrimination Coordinator shall be appointed by the Executive Committee for the Joint Agreement.

The Nondiscrimination Coordinator and Complaint Managers identified in policy 2:260, *Uniform Grievance Procedure*, will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

The Special Education Director shall appoint a Title IX Coordinator to coordinate the Joint Agreement's efforts to comply with Title IX.

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

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.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 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: February 18, 2026

Midstate Special Education Coop

5:20 Workplace Harassment Prohibited

Mid-State Special Education Joint Agreement expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. Joint Agreement employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, family responsibilities, reproductive health decisions, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure;* 2:265, *Title IX Grievance Procedure;* 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

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

Sexual Harassment Prohibited

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

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

Making a Report or Complaint

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

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

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, an administrator, the Nondiscrimination Coordinator, Title IX Coordinator, and/or a Complaint Manager. An employee may also report claims using Board policy

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

The Nondiscrimination Coordinator and Complaint Managers identified in Policy 2:260 will also serve as the Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.

Investigation Process

Any Joint Agreement employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee shall consider whether action under policy 2:265, *Title IX Grievance Procedure*, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.*

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

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

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

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

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and/or the Ill. Human Rights Act (775 ILCS 5/).

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

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

Recourse to State and Federal Fair Employment Practice Agencies

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Conduct on School Property)

Adopted: June 4, 2025

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) 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) 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/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official;

THEREFORE, BE IT RESOLVED, by the Mid-State Special Education Executive Committee, Bond, Christian, Fayette, Macoupin, and Montgomery Counties in Illinois, as follows:

Section 1: The Board adopts Board policies 2:105, *Ethics and Gift Ban,* and 5:20, *Workplace Harassment Prohibited*, attached as Exhibit A, which collectively contain 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, and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official.

Section 2: Any prior versions of Board policies 2:105, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, adopted by the Board are superseded by this Resolution.

Adopted this 17th day of September, 2025.

Attested by: Wes Olson, Executive Committee Chairman

Attested by: David Powell, Executive Committee Vice-Chairman

5:30 Hiring Process and Criteria

The Joint Agreement hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board policy on equal employment opportunities and minority recruitment. The Special Education Director and/or Assistant Director is responsible for recruiting personnel and making hiring recommendations to the Executive Committee. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

The Special Education Director and/or Assistant Director may select personnel on a short-term basis for a specific project or emergency condition before the Executive Committee's approval and the Governing Board's ratification.

All applicants must complete an application form in order to be considered for employment.

Job Descriptions

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

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

Investigations

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

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

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

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

1. The Joint Agreement uses an applicant's credit history or report from a consumer reporting

agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.

2. The Joint Agreement does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The Joint Agreement does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The Joint Agreement does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The Joint Agreement does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The Joint Agreement does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The Joint Agreement does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The Joint Agreement provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR)

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

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 Board will pay the expenses of any such examination.

Orientation Program

The staff will provide an orientation program for new employees to acquaint them with the Joint Agreement policies and procedures, 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*.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Special Education 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),

5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:280 (Duties and Qualifications)

Adopted: May 17, 2023

Midstate Special Education Coop

5:35 Compliance with the Fair Labor Standards Act

Job Classifications

The Special Education Director will ensure that all job positions are identified as either "exempt" or "non-exempt" according to State law and the Fair Labor Standards Act (FLSA) and that employees are informed whether they are "exempt" or "non-exempt." "Exempt" and "non-exempt" employee categories may include certificated and non-certificated job positions. All non-exempt employees, whether paid on a salary or hourly basis, are covered by minimum wage and overtime provisions.

Workweek and Compensation

The workweek for Joint Agreement employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. For non-exempt employees paid a salary, the salary is paid for a 40-hour workweek even if an employee is scheduled for less than 40 hours. "Overtime" is time worked in excess of 40 hours in a single workweek.

Overtime

A non-exempt employee shall not work overtime without his or her supervisor's express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Special Education Director or designee's written 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 Special Education Director. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, *Compensatory Time-Off.*

Suspension Without Pay

No exempt employee shall have his or her salary docked, such as by an unpaid suspension, if the deduction would cause a loss of the exempt status. Licensed employees may be suspended without pay in accordance with Board policy 5:240, *Suspension*. Non-licensed employees may be suspended without pay in accordance with Board policy 5:290, *Employment Termination and Suspensions*.

Implementation

The Director or designee shall implement the policy in accordance with the FLSA, including its required notices to employees. In the event of a conflict between the policy and State or federal law, the latter shall control.

CROSS REF.: 5:240 (Suspension), 5:290 (Employment Termination and Suspensions), 5:310 (Compensatory Time-Off)

Adopted: May 15, 2024

5:40 Communicable and Chronic Infectious Disease

The Special Education Director or designee shall develop and implement procedures for dealing with known or suspected cases of a communicable and chronic infectious disease involving an employee consistent with State and federal law, rules of the Illinois Department of Public Health, and Governing Board policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the Special Education Director immediately and grant consent to being monitored by the Joint Agreement's Communicable and Chronic Infectious Disease Review Team. The Review Team, if used, provides information and recommendations to the Special Education Director concerning the employee's conditions of employment and necessary accommodations. The Review Team shall hold the employee's medical condition and records in strictest confidence, except to the extent allowed by law.

Employees with a communicable or chronic infectious disease will be permitted to retain their positions whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

CROSS REF.: 2:150 (Committees), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

Adopted: May 15, 2024

Midstate Special Education Coop

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

All Joint Agreement and/or Member District workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on Joint Agreement and/or Member District premises or while performing work or being *on call* for the Joint Agreement:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on Joint Agreement and/or Member District premises or while performing work for the Joint Agreement when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on Joint Agreement and/or Member District premises or while performing work for the Joint Agreement and/or Member District 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 and/or Member District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position.

Upon the Special Education Director or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Special Education Director or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects the Joint Agreement from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test.

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

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

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

As a condition of employment, each employee shall:

1. Abide by the terms of this Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation

occurring on the Joint Agreement and/or Member District premises or while performing work for the Joint Agreement and/or Member District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Director or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to Joint Agreement employees.
5. Establish a drug-free awareness program to inform employees about:

    a. The dangers of drug abuse in the workplace,
    b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
    c. The penalties that the Joint Agreement may impose upon employees for violations of this policy.

E-Cigarette, Tobacco, and Cannabis Prohibition

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

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

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

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

Joint Agreement Action Upon Violation of Policy

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

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

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

Disclaimer

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

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

Adopted: March 16, 2022

Midstate Special Education Coop

5:60 Expenses

Effective July 1, 2021, Joint Agreement Employees assigned to one member district will follow the district procedures related to approval for and reimbursement of expenses including materials, mileage, and professional development in order to maximize district grant funds.

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be reimbursed or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. The Joint Agreement is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the Joint Agreement's negligence. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense reimbursements or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense reimbursement or purchase order will be or was expended.
4. The nature of the official business conducted when the expense reimbursement or purchase order will be or was expended.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Director or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

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

Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense reimbursements and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

Registration

When possible, registration fees will be paid by the Joint Agreement in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the

employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Meals

Meals charged to the Joint Agreement should represent 51-74 depending on geographical location according to IRS Reimbursement Rate selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Director or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status* for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours.
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.

6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other Joint Agreement funds consistent with this policy.

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: March 16, 2022

Midstate Special Education Coop

5:60-E1 Exhibit - Employee Expense Reimbursement Form

Submit to the Superintendent. ***Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements.*** *Please print and attach receipts for all expenditures.*

Name: _____ Title/Office: _____

Destination: _____ Purpose: _____

Departure Date: _____ Return Date: _____

☐ **Receipts attached** Request Date: _____

☐ **Estimated expenses attached** (*Completed 5:60-E2, Employee Estimated Expense Approval Form*)(*pre-approval is required for federal and state grants*).

☐ **Approved expense advancement (voucher) attached, if applicable*** (*Completed 5:60-E2, Employee Estimated Expense Approval Form.)*

Actual Expense Report

*Employees will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, employees will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 5:60, *Expenses*.

Auto Travel Allowance: per mile

Date	Auto Mileage Miles	Auto Mileage Cost	Transp. Expenses	Lodging	Meals or Per Diem Bkfst | Lunch | Dinner	Other Item	Other Cost	Daily Total
Subtotal								
Advances								–
TOTAL (*A negative amount indicates refund due from employee.*)								**$**

Superintendent or Designee: ☐ **Approved** ☐ **Denied**

(*belowmaximum allowable amount*) ☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

Superintendent or Designee Signature Date

Comments: _____

School Board Action (*exceeds maximum allowable amount*)**:** ☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

Employee Signature Date

DATED : June 4, 2025

Midstate Special Education Coop

5:60-E2 Exhibit - Employee Estimated Expense Approval Form

Submit to the Superintendent. ***Use of this form is required: (1) by 2:125-E3, Resolution to Regulate Expense Reimbursements, and (2) for pre-approval of expenses to be charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act.*** *Please print.*

Name: _____ Title/Office: _____

Travel Destination: _____ Purpose: _____

Estimated Expenses Approval Requested (50 ILCS 150/20 or grant expenditure)

Travel is grant-related* (specify grant): _____

Purchase Order Requested Purchase Order **#**: _____

Expense Advancement Voucher Requested (105 ILCS 5/10-22.32)

Voucher Amount: _____

Estimated Expense Report

Departure date: _____ **Return date:** _____

Auto Travel Allowance: _____ per mile

Grant-related travel only: *Except for mileage and other transportation expenses, expense reimbursement/per diem is only allowed if on official travel status for 12 hours or more. If lodging at or belowthe applicable rate cannot be identified, please indicate belowand attach at least three quotes for review.*

Date	Auto Mileage Miles	Auto Mileage Cost	Transp. Expenses	Lodging	Meals or Per Diem Bkfst	Meals or Per Diem Lunch Dinner		Other Item	Other Cost	Daily Total
Total										**$**

Superintendent or Designee: ☐ **Approved** ☐ **Denied**

(*belowmaximum allowable amount*) ☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

Superintendent or Designee Signature Date

Comments: _____

School Board Action (*exceeds maximum allowable amount*)**:** ☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

Employee Signature Date

DATED : June 4, 2025

Midstate Special Education Coop

5:70 Religious Holidays

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

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

Adopted: June 22, 2022

5:80 Court Duty

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

An employee should give at least five days' prior notice of pending court duty to the Joint Agreement.

Witness Duty

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

Jury Duty

The Joint Agreement will pay full salary during the time an employee is absent due to jury duty.

Adopted: June 22, 2022

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 22, an abused or neglected individual with a disability, shall immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY).

The report shall include, if known:

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

Any Joint Agreement employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal of the resident district that a report has been made. The Special Education Director or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

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

Any Joint Agreement employee who discovers child sexual abuse material on *electronic and information technology equipment*, as defined in 325 ILCS 5/4.5(a), shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at https://report.cybertip.org/ or www.missingkids.org. The Special Education Director or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any Joint Agreement employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal in the district where the student attends, Special Education Director, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Special Education Director or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

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

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

All Joint Agreement employees shall:

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

3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations as required by law and policy 5:100, *Staff Development Program*.

Alleged Incidents of Sexual Abuse; Investigations

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

If a Joint Agreement employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Special Education Director or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the Joint Agreement when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the Joint Agreement from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with Board policy 7:20, *Harassment of Students Prohibited*.

Special Special Education Director Responsibilities

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

When the Special Education Director has reasonable cause to believe that a license holder (1) committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA or an act of sexual misconduct under *Faith's Law*, and (2) that act resulted in the license holder's dismissal or resignation from the Joint Agreement, the Special Education Director shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged. The Special Education Director must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

The Special Education Director shall develop procedures for notifying a student's parents/guardians when a Joint Agreement employee, contractor, or agent is alleged to have engaged in sexual misconduct with the student as defined in *Faith's Law*. The Special Education Director shall also develop procedures for notifying the student's parents/guardians when the Board takes action relating to the employment of the employee, contractor, or agent following the investigation of sexual misconduct. Notification shall not occur when the employee, contractor, or agent alleged to have engaged in sexual misconduct is the student's parent/guardian, and/or when the student is at least 18 years of age or emancipated.

The Special Education Director shall execute the recordkeeping requirements of *Faith's Law*.

Special Board Member Responsibilities

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

If the Board determines that any Joint Agreement employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in Board policy 2:20, *Powers and Duties of the Governing Board*.

CROSS REF.: 2:20 (Powers and Duties of the Governing Board), 3:40 (Special Education Special Education Director), 3:50 (Administrative Personnel Other Than the Special Education Special Education Director), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Law Enforcement Requests)

Adopted: February 18, 2026

5:100 Staff Development Program

The Special Education Director or designee shall implement a staff development program. The goal of the 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.

Abused and Neglected Child Reporting Act (ANCRA) and *Erin's Law* Training

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA) mandated reporter training and training on the awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) as follows (see Board policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*):

1. 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.
2. By January 31 of every year, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations.

In-Service Training Requirements

The staff development program shall provide, at a minimum, within six months of employment and renewed at least once every five years thereafter (unless required more frequently by other State or federal law), the in-service training of all Joint Agreement staff who work with pupils on:

1. Health conditions of students, including but not limited to training on:
    a. Anaphylactic reactions and management, conducted by a person with expertise on anaphylactic reactions and management;
    b. Management of asthma, prevention of asthma symptoms, and emergency response in the school setting;
    c. The basics of seizure recognition and first aid and emergency protocols, consistent with best practice guidelines issued by the Centers for Disease Control and Prevention;
    d. The basics of diabetes care, how to identify when a diabetic student needs immediate or emergency medical attention, and whom to contact in case of emergency;
    e. Current best practices regarding identification and treatment of attention deficit hyperactivity disorder; and
    f. How to respond to an incident involving life-threatening bleeding, including use of a school's trauma bleeding control kit, if applicable.
2. Social-emotional learning. Training may include providing education to all school personnel about the content of the Illinois Social and Emotional Learning Standards, how they apply to everyday school interactions, and examples of how social emotional learning can be integrated into instructional practices across all grades and subjects.
3. Developing cultural competency, including but not limited to understanding and reducing implicit bias, including *implicit racial bias* as defined in 105 ILCS 5/10-20.61 (implicit bias training).
4. Identifying warning signs of mental illness, trauma, and suicidal behavior in youth, along with appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/2-3.166 (*Ann Marie's Law*) and the definitions of *trauma*, *trauma-responsive learning environments*, and *whole child* as set forth in 105 ILCS 5/3-11.
5. Domestic and sexual violence and the needs of expectant and parenting youth, conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth. Training shall include, but is not limited to:

a. Communicating with and listening to youth victims of domestic or sexual violence and expectant and parenting youth;
b. Connecting youth victims of domestic or sexual violence and expectant and parenting youth to appropriate in-school services and other agencies, programs, and services as needed;
c. Implementing the Joint Agreement's policies and procedures regarding such youth, including confidentiality; and
d. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in 105 ILCS 5/27-240 (see Board policy 7:185, *Teen Dating Violence Prohibited*).

6. Protections and accommodations for students, including but not limited to training on:
   a. The federal Americans with Disabilities Act as it pertains to the school environment; and
   b. Homelessness.
7. Educator ethics and responding to child sexual abuse and grooming behavior (see Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*); including but not limited to training on:
   a. Teacher-student conduct;
   b. School employee-student conduct; and
   c. Evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in 105 ILCS 5/10-23.13 (*Erin's Law*).
8. Effective instruction in violence prevention and conflict resolution, conducted in accordance with the requirements of 105 ILCS 5/27-115 (violence prevention and conflict resolution education).

Additional Training Requirements

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

1. Ongoing professional development for all school personnel and school resource officers on the requirements of 105 ILCS 5/10-22.6 and 5/10-20.14, the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments as defined in 105 ILCS 5/3-11(b), 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.
2. 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.
3. 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 8-19-14 must be certified before their position's start date.
4. 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.
5. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
6. For delegated care aides performing services in connection with a student's seizure action plan,

training in accordance with 105 ILCS 150/, the Seizure Smart School Act.

7. For delegated care aides performing services in connection with a student's diabetes care plan, training in accordance with 105 ILCS 145/, the Care of Students with Diabetes Act.
8. For all Joint Agreement staff, annual sexual harassment prevention training.
9. Title IX requirements for training in accordance with 34 C.F.R. Part 106 (see Board policy 2:265, *Title IX Grievance Procedure*).
10. Training for all Joint Agreement employees on the prevention of discrimination and harassment based on race, color, and national origin in school as part of new employee training and at least once every two years.
11. Training for at least one designated employee at each school about the Prioritization of Urgency of Need for Services (PUNS) database and steps required to register students for it.
12. Training in accordance with 105 ILCS 5/26A for at least one staff member in each school designated as a resource for students who are parents, expectant parents, or victims of domestic or sexual violence, and for any employees whose duties include the resolution of complaints of violations of 105 ILCS 5/26A (see Board policy 7:255, *Students who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*).

The Special Education 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*.

LEGAL REF.:

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

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.

105 ILCS 5/2-3.62, 5/2-3.166, 5/3-11, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), 5/22-95, 5/22-115, 5/24-5, and 5/26A.

105 ILCS 25/1.15, Interscholastic Athletic Organization Act.

105 ILCS 145/25, Care of Students with Diabetes 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 and 5/5A-103, Ill. Human Rights Act.

23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.

77 Ill.Admin.Code §527.800.

CROSS REF.: 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 3:40 (Special Education Director), 3:50 (Administrative Personnel Other Than the Special Education Director), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional 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), 6:160 (English Learners), 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), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:270 (Administering Medicines to Students), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

Adopted: February 18, 2026

Midstate Special Education Coop

5:120 Employee Ethics; Code of Professional Conduct; and Conflict of Interest

All Joint Agreement employees are expected to maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members, and others.

The Director of Special Education or designee shall provide this policy to Joint Agreement employees and students and/or parents/guardians in their respective handbooks, and ensure its posting on the Joint Agreement's website, if any.

Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and the Joint Agreement's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for Joint Agreement employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Director of Special Education or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the Joint Agreement's employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the *Code of Ethics for Illinois Educators*, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee-student boundary violations as required by law and Board policies 2:265, *Title IX Grievance Procedure*; 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:90, *Abused and Neglected Child Reporting*; and 5:100, *Staff Development Program*.
3. Employees maintain professional relationships with students, including maintaining employee-student boundaries based upon students' ages, grade levels, and developmental levels and following Joint Agreement and Member District(s)-established guidelines for specific situations, including but not limited to:

    a. Transporting a student;
    b. Taking or possessing a photo or video of a student; and
    c. Meeting with a student or contacting a student outside the employee's professional role.

4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
    a. Violates expectations and guidelines for employee-student boundaries.

b. Sexually harasses a student.
c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
d. Engages in *grooming* as defined in 720 ILCS 5/11-25.
e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, *sexual misconduct. Sexual misconduct* is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
    i. A sexual or romantic invitation.
    ii. Dating or soliciting a date.
    iii. Engaging in sexualized or romantic dialog.
    iv. Making sexually suggestive comments that are directed toward or with a student.
    v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
    vi. A sexual, indecent, romantic, or erotic contact with the student.

Statement of Economic Interests

The following employees must file a *Statement of Economic Interests* as required by the Ill. Governmental Ethics Act:

1. Director of Special Education;
2. Administrators including; Assistant Director and Program Coordinators;
3. Head of any department;
4. Any employee who, as the Joint Agreement's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of $1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

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

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with 105 ILCS 5/22-5, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with ISBE and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

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

or a tangible benefit from the entity selected for the contract:

1. A member of the employee's immediate family;
2. An employee's 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 subcontracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

School Counselor Gift Ban

School counselors are prohibited from intentionally soliciting or accepting any gift from a *prohibited source* or any gift that would be in violation of any federal or State statute or rule. For school counselors, a *prohibited source* is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the school counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the school counselor believes that it was provided due to the official position or employment of the school counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the school counselor must consider the circumstances in which the gift was offered, including any of the following:
    a. The history of the relationship between the individual giving the gift and the school counselor, including any previous exchange of gifts between those individuals.
    b. Whether, to the actual knowledge of the school counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
    c. Whether, to the actual knowledge of the school counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school Joint Agreement employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than $100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.
8. Travel, lodging, food, and beverage costs incurred by the school counselor and paid by an institution of higher education for attendance by the school counselor of an educational or military program at the institution of higher education.

A school counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a 501(c)(3) tax-exempt charity.

Outside Employment

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

by reference: 5:120-E (Code of Ethics for Ill. Educators)

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Termination and Suspensions), 7:20 (Harassment of Students Prohibited)

Adopted: February 10, 2025

Midstate Special Education Coop

5:122 Professional Standards

All Mid-State Special Education employees are expected to conduct themselves in a professional and appropriate manner. These expected standards of behavior, while not an exhaustive list, serve to provide for the safety and welfare of students and staff and to promote the education of children.

All Mid-State Special Education Joint Agreement employees shall:

1. Demonstrate regular attendance, punctuality and compliance with established policy, routine or procedures related to an employee's time on duty.
2. Display honesty and integrity in the workplace.
3. Exhibit conduct that is respectful of the business conducted by the cooperative, and of the rights of others as related to interactions with students, staff, parents/guardians, and community members.
4. Maintain a safe and healthy environment in which students and staff are not subject to harassment, discrimination, intimidation, bullying, violence and/or substance abuse.
5. Uphold confidentiality as related to student, personnel, financial records and closed session board meeting discussions/minutes.
6. Exhibit truthfulness and responsibility in dealing with public records, funds, and property.
7. Demonstrate conduct that is reflective of recognized professional standards or a "reasonable personal standard."
8. Comply with legitimate directives given by supervisors.
9. Abide by all state and federal laws and rules/regulations and MSSE policies and procedures.

ADOPTED: November 15, 2011; (Reviewed May 19, 2021)

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 web-based and/or mobile technologies that allow users to share content and/or engage in interactive communication through online communities. This includes, but is not limited to, services such as *Facebook, LinkedIn, X (formerly Twitter), Threads, Instagram, TikTok, Snapchat, Discord*, and *YouTube*.

Personal technology - Any device that is not owned or leased by the Joint Agreement or otherwise authorized for Joint Agreement use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes computers, tablets, smartphones, smartwatches, and other devices.

Usage and Conduct

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

1. Adhere to the high standards for **Professional and Appropriate Conduct** required by Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes Joint Agreement employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by Board policies 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; and 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a Joint Agreement-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting*.
6. Not disclose confidential information, including but not limited to school student records (e.g., student work, photographs of students, names of students, or any other personally identifiable information about students) or personnel records, in compliance with Board policy 5:130, *Responsibilities Concerning Internal Information*. For Joint Agreement employees, proper approval may include implied consent under the circumstances.
7. Refrain from using the Joint Agreement's logos without permission and follow Board policy 5:170, *Copyright*, and all Joint Agreement copyright compliance procedures.
8. Unless specifically instructed by administrators, employees are not authorized to speak on behalf of the Joint Agreement. Employees are expected to protect the privacy of the Joint Agreement and its employees and students and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access in their capacity as an employee of Mid-State Special Education Joint Agreement. Such information includes but is not limited to student information.

9. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
10. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the Joint Agreement employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
11. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of the Joint Agreement for any losses, costs, or damages, including reasonable attorney fees, incurred by the Joint Agreement relating to, or arising out of, any violation of this policy.
12. Adhere to the personal technology and social media policies and procedures of the individual member districts.

Employee Monitoring:

Employees are cautioned that they should have no expectation of privacy while using the Internet and technology provided by the Joint Agreement. The Joint Agreement uses blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using Joint Agreement equipment or facilities for any purpose, including authorized blogging.

The Joint Agreement reserves the right to use content management tools to monitor, review or block content on Joint Agreement blogs that violate Joint Agreement blogging rules and guidelines.

Special Education Director Responsibilities

The Special Education Director shall:

1. Inform Joint Agreement employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*.
2. Annually:
    a. Provide staff with a copy of this policy.
    b. Inform staff about the importance of maintaining high standards in their school relationships.
    c. Remind about the importance of maintaining high standards in their school relationships.
    d. Remind staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that neither the Joint Agreement, nor anyone on its behalf, commits an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the *Facebook Password Law*.
5. Periodically review this policy and any implementing procedures with Joint Agreement employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

CROSS REF.: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff

Development Program), 5:120 (Employee Ethics; Code of Professional 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: February 10, 2025

Midstate Special Education Coop

5:125-E Exhibit - Employee Receipt of Board Policy on Personal Technology and Social Media

I, the individual whose signature appears below, acknowledge receipt of Board policy 5:125, Personal Technology and Social Media; Usage and Conduct. I affirm that I have read the policy and agree to comply with its requirements.

Name (please print)

Signature Date

DATED : February 18, 2026

Midstate Special Education Coop

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 Governing Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the Joint Agreement or used by the Joint Agreement or its employees. The Director or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

CROSS REF.: 2:140 (Communications To and From the Board), 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: September 18, 2024

Midstate Special Education Coop

5:140 Solicitations By or 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 Special Education Director.

Adopted: June 22, 2022

Midstate Special Education Coop

5:150 Personnel Records

Maintenance and Access to Records

The Special Education Director or designee shall manage the maintenance of personnel records in accordance with State and federal law and Governing Board policy. Records, as determined by the Special Education 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 record keeping and reporting requirements. Personnel records shall be maintained in the Joint Agreement's administrative office, under the Special Education 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 Special Education 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 Board policy 2:250, *Access to District Public Records*.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance

The Special Education 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 Special Education Director shall:

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district 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 Ill. Dept. of Children and Family Services (DCFS); and
2. Comply with the federal law prohibiting the Joint Agreement from providing a recommendation of employment for an employee, contractor, or agent that the Joint Agreement knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Special Education Director or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.
3. Manage the Joint Agreement's responses to employer requests for sexual misconduct related employment history review (EHR) information in accordance with *Faith's Law*.

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 Special Education Director or designee.

CROSS REF.: 2:250 (Access to District Public Records), 5:90 (Abused and Neglected Child Reporting), 7:340 (Student Records)

Adopted: May 17, 2023

5:170 Copyright

Works Made for Hire

The Special Education 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 Governing Board 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 assumed 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 Special Education 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 Special Education 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.

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

Adopted: February 15, 2023

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 can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, Joint Agreement-paid insurance programs, etc.) will be deducted from the Joint Agreement's compensation liability to the employee. The Board's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of 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 consider beginning dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. This paragraph shall not be considered a limitation on the Board'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 Joint Agreement 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.

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: September 18, 2024

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, using a rolling 12-month FMLA period12-month period.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, the Joint Agreement will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave, provided such leave is available for use in accordance with Board policies and rules. In addition, all policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. After FMLA and paid days are exhausted, the employee must then request an unpaid leave of absence, pending board approval. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

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

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a 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 is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by the Joint Agreement for at least 12 months and has been employed for at least 1,000 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the Joint Agreement need not be consecutive. However, the Joint Agreement will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et seq., or when a written agreement exists concerning the Joint Agreement's intention to rehire the employee.

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 Director 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.

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: August 21, 2024

Professional Personnel

Midstate Special Education Coop

5:190 Professional Personnel Qualifications

Professional Personnel Qualifications

Professional Personnel, refers to a Joint Agreement employee who is required to be licensed under State law and includes teachers, pupil personnel staff, therapists, and administrators. The following qualifications apply:

1. Each professional personnel must:

    a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
    b. Provide the Joint Agreement Office with a complete transcript of credits earned in institutions of higher education on or before September 1 of each year.
    c. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;

The Special Education Director or designee shall:

1. Monitor compliance with State and federal law requirements that personnel 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 personnel.

Adopted: February 15, 2023

Midstate Special Education Coop

5:200 Terms and Conditions of Employment and Dismissal

Terms and Conditions of Employment and Dismissal

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

School Year

Professional Personnel shall work the number of days for which they are employed prioritizing school days in the member districts where assigned. Professional Personnel are not required to work on legal school holidays unless a Member District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development.

School Day

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

Nursing Mothers

The Joint Agreement accommodates employees who are nursing mothers and compensates them for reasonable time needed to express breast milk according to provisions in State and federal law.

Salary

Professional Personnel shall be paid according to the salaries fixed by the Board, but in no case less than the minimum salary provided by the School Code. Bachelor degree level teachers and specialists will receive a $500.00 increase to base salary per 8 hours of coursework completion toward a master's degree relevant to service to the cooperative if approved by the Director. Determination and adjustment will be made annually based upon unofficial transcripts submitted by August 30th each year. At no time will the increase exceed more than 6% from year to year when an employee is 5 years or less from eligibility for a TRS annuity. Professional Personnel shall be paid at least monthly on a 12-month basis.

Assignments and Transfers

The Special Education Director is authorized to make assignments. In order of consideration, except as otherwise provided by law, assignments shall be made based upon the Joint Agreement and Member District's needs and best interests, employee qualifications, and employee desires.

School Social Worker Services Outside of Joint Agreement Employment

School social workers may not provide services outside of their Joint Agreement employment to any student(s) attending school in a member district school the school social worker serves. School social worker has the meaning stated in 105 ILCS 5/14-1.09a.

Dismissal

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

Evaluation

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

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions)

Adopted: February 18, 2026

Midstate Special Education Coop

5:210 Resignations and Retirement

Professional personnel may resign at any time with consent of the Executive Committee.
No professional personnel may resign during the school term in order to accept another certified or licensed position without the consent of the Executive Committee. Professional personnel may resign outside of a school term if the employee provides written notice to the Special Education Director, at least 30 calendar days prior to the first student attendance day of the following school year. Professional personnel who resign with less than 30 days' notice prior to the first student attendance day of the following school term will be deemed to have resigned during the school term.

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

Retirement Incentive

This incentive is available for professional personnel retiring under the Illinois Teacher Retirement System as provided for below.

1. During the term hereof, eligible employees may elect to participate in the Retirement Bonus Plan (the "Plan). Under the Plan, "eligible employees" shall mean employees who:

- Are eligible to receive non-discounted retirement funds from TRS without penalty or accelerated payment (as defined by then-current TRS rules).
- Have at least 15 years of employment with Mid-State Special Education at the time a letter of intent to retire is submitted.
- Have submitted an irrevocable letter of resignation for retirement to the Director on or before January 1 of the year in which the plan will commence. In addition, the employee shall provide proof from TRS that he/she has applied and been accepted for an annuity under the TRS rules and regulations unless the Director has obtained said proof directly.

2. Eligible employees may elect a one, two, three, or four-year retirement incentive program under the Plan. Election shall be made by submitting an irrevocable letter of resignation for retirement to the Director identifying the fiscal year in which the Plan shall commence (which may not include the current fiscal year and shall not exceed four consecutive years) and identifying the effective date of resignation. The employee shall be compensated 106% of the previous year's base compensation. Base compensation is defined as the salary amount prior to the addition of the payment to TRS. For the second, third and fourth years of the Plan, the previous year's base compensation shall include the Retirement Bonus paid during such previous year.

In addition, the irrevocable letter of resignation for retirement must include, as consideration for participation in the earnings increase under this Policy, that if any law is enacted or not re-enacted that results in a greater cost to the Board of an employee to retire (including costs imposed by legislatively enacted or not re-enacted early retirement program), then the provisions related to the retirement plan shall be suspended such that the Board's cost is not greater than anticipated at the time of accepting the employee's participation in the retirement plan.

The irrevocable letter of resignation for retirement must also include, as consideration for participation in the earnings increase under this Policy, that when an employee is five (5) or less years from eligibility for a TRS annuity, the employee's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, shall not exceed an increase of more than six percent (6%) from year to year, no matter how arising.

Sick Leave Balloon

This incentive is available for professional staff members retiring under the Illinois Teacher Retirement

System. The employee incentive and qualifications required for this incentive are detailed below:

Professional staff members that:

- Meet the minimum Teacher Retirement System requirements
- Submit an irrevocable letter of resignation for retirement by January 1 of the year in which the plan will commence (which must be more than 4 years prior to retirement)
- Accumulated at least 100 sick days while working for Mid-State Special Education at the time the letter being submitted

Incentive: Mid-State Special Education will grant 100 additional sick days plus 5 sick days per Mid-State Special Education service years, not to exceed 340 sick days. These days will be given prior to the beginning of the 4th year prior to retirement in a lump sum. Employees will continue to accumulate their normal allotment of sick and personal days during this 4-year period.

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

Adopted: June 4, 2025

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 and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District 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 Mid-State Special Education 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 District only for a period not to exceed 120 paid school days.

The Il. 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 through June 30, 2026, but not more than 100 paid days in the same classroom. Beginning July 1, 2026, 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 Board 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 Mid-State Special Education's short-term substitute teacher training program. Unless otherwise permitted by law, short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District 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 (ROE) within five business days after the employment of a substitute teacher in an emergency situation. The Board may continue to employ the same substitute teacher in a vacant position for 90 calendar days or until the end of the semester, whichever is greater, if, prior to the end of the then current 30-calendar-day period, Mid-State Special Education makes a written request to the ROE for a 30-calendar-day extension and the extension is granted by the ROE.

LEGAL REF.:

105 ILCS 5/10-20.68, 5/21B-20(2), 5/21B-20(3), and 5/21B-20(4).

105 ILCS 128/22, School Safety Drill Act.

40 ILCS 5/16-118, Il. Pension Code. 5:220

23 Il.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute Teaching License).

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

Adopted: February 18, 2026

Midstate Special Education Coop

5:230 Maintaining Student Discipline

Maintaining an orderly learning environment is an essential part of the instructional & support of professional personnel responsibilities. The ability to foster appropriate student behavior is an important factor in educational effectiveness. The Director shall ensure that all professional personnel, other licensed educational employees (except for individuals employed as paraprofessional educators), and persons providing a student's related service(s): (1) maintain discipline in the schools as required in the School Code, and (2) follow the Board policies and administrative procedures on student conduct, behavior, and discipline.

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

Joint Agreement personnel 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) is prohibited in all circumstances. Joint Agreement personnel may only use reasonable force as permitted by 105 ILCS 5/10-20.33.

CROSS REF.: 7:190 (Student Behavior)

Adopted: February 10, 2025

Midstate Special Education Coop

5:240 Suspension

Suspension Without Pay

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

Misconduct that is detrimental to the Joint Agreement includes:

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

The Special Education 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 Executive Committee before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the Executive Committee will conduct a pre-suspension hearing. The Executive Committee 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 Executive Director or designee shall report the action to the Executive Committee at its next regularly scheduled meeting.

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

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

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

    a. A suspension with pay; or
    b. A suspension without pay.

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

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

Adopted: June 22, 2022

Midstate Special Education Coop

5:250 Leaves of Absence

Any day an employee is not in attendance in-person during a day when school is in session is required to use either a sick or personal day to document their absence unless otherwise approved by the board or director in an emergency situation. Remote work is permitted only when the district is closed due to emergency situations, as determined by the district superintendent.

Sick and Bereavement Leave

Each full-time professional staff member is granted 15 sick leave days per fiscal year. Any unused days will accumulate for use as sick leave in subsequent years. Sick leave is defined in State law as personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Special Education Director deem necessary in other cases, the Board or Special Education Director may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Special Education Director requires a certificate during a leave of less than three days for personal illness, the Joint Agreement shall pay the expenses incurred by the employee.

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Special Education Director may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Special Education Director may require that the employee provide evidence that the formal adoption or foster care process is underway.

Sick leave may be taken in a minimum of one-hour increments.

Family 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 family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an

unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Personal Leave

All full-time employees are granted three personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year.

Part-time employees will receive pro-rated personal leave.

Leave of Absence Without Pay

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

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

Child-Rearing Leave

The Executive Committee shall consider a professional staff member's request for a non-paid, child-rearing leave. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy.

A professional staff member should request, if possible, a child-rearing leave by notifying the Special Education Director in writing no later than 90 days before the requested leave's beginning date. The request should include the proposed leave dates.

Subject to the insurance carrier's approval, the professional staff member 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 should contact the Special Education Director as soon as possible.

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

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.

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 Special Education Director or Designee shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

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

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

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

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

Upon request, the Executive Committee 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) up to 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, (3) a paid leave of absence for the local association president 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, and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

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 employees may be absent to serve as election judges on the same Election Day.

COVID-19 Paid Administrative Leave

When applicable, paid administrative leave related to COVID-19 will be granted to eligible employees in accordance with State law.

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

Adopted: August 21, 2024

Midstate Special Education Coop

5:260 Student Teachers

The Special Education Director is authorized to accept students from university-approved training programs to complete an internship or to student teach 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 intern or student teach.

Before permitting an individual to intern, student teach, or participate in any field experience in the Joint Agreement, the Special Education 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 Registration Act (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 Special Education 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 Ill. State Police (ISP), to the ISP. The Special Education Director or designee will provide each student teacher with a copy of his or her report.

Assignment

The Special Education Director or designee shall be responsible for coordinating placements of all interns and student teachers within the Joint Agreement. Interns and student teachers will be assigned to supervisors whose qualifications are acceptable to the Joint Agreement and the students' respective colleges or universities.

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

Adopted: May 17, 2023

Educational Support Personnel

Midstate Special Education Coop

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 Governing Board policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Special Education Director is authorized to make exceptions to employing nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will.

Compensation and Assignment

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

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

Adopted: September 17, 2025

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 Board policies as they may be changed from time-to-time at the Board's sole discretion.

Paraprofessionals

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

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

Nonlicensed Personnel Working with Students and Performing Non-Instructional Duties

Nonlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities or for school activities connected to the academic program during any time in which the Governor has declared a disaster due to a public health emergency, in accordance with ISBE rule; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

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

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act)

Adopted: February 18, 2026

5:290 Employment Termination and Suspensions

Resignation

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

Non-RIF Dismissal

The Joint Agreement may terminate an at-will employee at any time for any reason, subject to State and federal law. The Special Education Director or supervisor may recommend an employee's discharge subject to the Executive Committee and Governing Board's approval.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Special Education Director is responsible for making dismissal recommendations to the Executive Committee and Governing Board consistent with the Board's goal of having a highly qualified, high performing staff. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/.

Reduction in Force and Recall

The Executive Committee may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Executive Committee will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

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

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

the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:

    a. A suspension with pay; or
    b. A suspension without pay.

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

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

Adopted: April 14, 2025

5:292 Retirement

Retirement:

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

Retirement Incentive:

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

1. During the term hereof, eligible employees may elect to participate in the Retirement Bonus Plan (the "Plan). Under the Plan, "eligible employees" shall mean employees who:

- Are eligible to receive non-discounted retirement funds from IMRF without penalty or accelerated payment (as defined by current IMRF rules).
- Have at least 15 years of employment with Mid-State Special Education at the time of a letter of intent to retire is submitted.
- Have submitted an irrevocable letter of resignation for retirement to the Director on or before January 1 of the year in which the plan will commence. In addition, the employee shall provide proof from IMRF that he/she has applied and been accepted for an annuity under the IMRF rules and regulations unless the Director has obtained said proof directly.

2. Eligible employees may elect a one, two, three, or four-year retirement incentive program under the Plan. Election shall be made by submitting an irrevocable letter of resignation for retirement to the Director identifying the fiscal year in which the Plan shall commence (which may not include the current fiscal year and shall not exceed four consecutive years) and identifying the effective date of resignation. The employee shall be compensated 106% of the previous year's base compensation. Base compensation is defined as the hourly rate amount prior to the addition of the payment to IMRF. For the second, third, and fourth years of the Plan, the previous year's base compensation shall include the Retirement Bonus paid during such previous year.

In addition, the irrevocable letter of resignation for retirement must include, as consideration for participation in the earnings increase under this Policy, that if any law is enacted or non-re-enacted that results in a greater cost to the Board of an employee to retire (including costs imposed by legislatively enacted or not re-enacted early retirement program), then the provisions related to the retirement plan shall be suspended such that the Board's cost is not greater than anticipated at the time of accepting the employee's participation in the retirement plan.

The irrevocable letter of resignation for retirement must also include, as consideration for participation in the earnings increase under this Policy, when an employee is five (5) or less years from eligibility for an IMRF annuity, the employee's creditable earnings from employment in the District, shall not exceed an increase of more than six percent (6%) from year to year, with the exception of IMRF allowable exemptions.

Sick Leave Balloon

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

Educational Support Personnel:

- Meet the minimum Illinois Municipal Retirement Fund requirements

- Submit an irrevocable letter of resignation for retirement by January 1 of the year in which the plan will commence (which must be more than 4 years prior to retirement)
- Accumulated at least 60 sick days while working for Mid-State Special Education at the time of the letter being submitted

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

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

Adopted: June 4, 2025

5:300 Schedules and Employment Year

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

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

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 District accommodates employees who are nursing mothers and compensates them for reasonable time needed to express breast milk according to State and federal law.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:35 (Compliance with the Fair Labor Standards Act)

Adopted: February 18, 2026

5:310 Compensatory Time-Off

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1 hour of compensatory time-off in lieu of cash payment for each hour of approved work beyond the normal workweek up to 40 hours and 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked greater than 40 hours in the workweek. Compensatory time-off must be used in the pay period earned unless approved by the Director.

An employee who has accrued compensatory time-off shall be permitted to use such time provided such requests do not unduly disrupt the Cooperative's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time.

Implementation

The Director or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

Adopted: September 18, 2024

5:320 Evaluation

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

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

Adopted: February 15, 2023

Midstate Special Education Coop

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

Any day not in attendance in-person on days when the office is open is required to be recorded as either a sick, personal, or vacation day unless otherwise approved by the board or by the director in an emergency situation. Remote work is permitted only when the office if closed due to emergency situations, as determined by the director.

Sick Leave and Bereavement Leave

Each full-time employee is granted 15 sick leave days per fiscal year. Any unused days will accumulate for use as sick leave in subsequent years. Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

Part-time employees will receive sick leave pay equivalent to their regular workday. This policy is the Joint Agreement's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a Joint Agreement employee's retirement under the Ill. Municipal Retirement Fund.

Sick leave may be taken in a minimum of one-hour increments.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Special Education Director deem necessary in other cases, the Board or Special Education Director may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Special Education Director requires a certificate during a leave of less than three days for personal illness, the Joint Agreement shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Director may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Special Education Director may require that the employee provide evidence that the formal adoption or foster care process is underway.

Personal Leave

All employees are granted three personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year.

Part-time employees are entitled to personal days on the same basis as full-time employees, but the

pay/hours will be based on the employee's average number of part-time hours per week during the year.

Personal leave may be taken in one-hour increments.

Leave of Absence Without Pay

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

Vacation

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

Length of Employment	Maximum Vacation Leave Earned Per Year
After 1 year of employment	10 days
After 10 years of employment	15 days
After 20 years of employment	20 days

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year.

Vacation days will be requested and approved in advance by the Special Education Director or Designee to ensure Joint Agreement operations are not disrupted. Vacation time may be taken in a minimum of quarter-day, half-day and/or full-day increments.

Vacation days earned are to be used within the year of the employees anniversary. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Holidays

All 12-month, non-exempt employees will follow the school year calendar as determined by the Special Education Director. This includes federal holidays and up to 10 floating holidays per year.

A holiday will not cause a deduction from an employee's time or compensation. The Joint Agreement may require educational support personnel to work on a legal school holiday during an emergency or for the continued operation and maintenance of facilities or property. In such case, an employee may reserve the floating holiday for future use, per director's approval.

Leave to Serve as a Trustee of the Ill. Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law.

Leaves for Service in the Military and General Assembly

Educational support personnel receive military and General Assembly leaves on the same terms and conditions granted professional staff.

School Visitation Leave

Educational support personnel receive school visitation leave on the same terms and conditions granted professional staff.

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

Educational support personnel receive a leave for victims of domestic violence, sexual violence, gender violence, or other crime of violence on the same terms and conditions granted professional staff.

Family Bereavement Leave

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

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.

COVID-19 Paid Administrative Leave

Educational support personnel receive COVID-19 paid administrative leave on the same terms and conditions granted professional staff.

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

Adopted: June 4, 2025

SECTION 6 - INSTRUCTION

Midstate Special Education Coop

6:10 Educational Philosophy and Objectives

The Mid-State Special Education Public Day School's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are to:

1. Foster students' self-discovery, self-awareness, and self-discipline.
2. Develop students' awareness of and appreciation for cultural diversity.
3. Stimulate students' intellectual curiosity and growth.
4. Provide students with fundamental career concepts and skills.
5. Help students develop sensitivity to the needs and values of others and a respect for individual and group differences.
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential.
7. Encourage students to become lifelong learners.
8. Provide an educational climate and culture free of bias concerning the protected classifications identified in policy 7:10, *Equal Educational Opportunities*.

The Director is responsible for apprising the Executive Board of the educational program's current and future status.

CROSS REF.: 1:30 (School District Philosophy), 3:10 (Goals and Objectives), 6:15 (School Accountability), 7:10 (Equal Educational Opportunities)

Adopted: June 4, 2025

6:20 School Year Calendar and Day

School Calendar

The Mid-State Executive Board, upon the Director's recommendation and subject to State regulations, annually establishes the dates for opening and closing classes, 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

The teachers and students may 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. The Board may, from time to time, designate a regular school day as a commemorative holiday.

School Day

The Board establishes the length of the school day with the recommendation of the Director and subject to State law requirements. The Director or designee shall ensure that observances required by State law are followed during each day of school attendance.

Adopted: February 18, 2026

6:30 Organization of Instruction

Mid-State Special Education Cooperative has instructional levels for grades Kindergarten through 12th (K-age 22). The Mid-State shall annually present to the School Board a plan for organizing instructional levels and assigning them to school facilities in order to:

1. Support the Cooperative's educational program,
2. Maximize facility usage without undue overcrowding, and
3. Provide substantially comparable instructional programs across the Cooperative.

Students, for instructional purposes, may be placed in groups within a school that do not necessarily follow grade level designations. For purposes of attendance reporting and other records, however, each student is assigned a grade-level placement.

Kindergarten

Mid-State Special Education maintains a full-day kindergarten with an instructional program that fulfills the Cooperative's curriculum goals and objectives and the requirements of the State law. Mid-State Special Education follows the student's IEP, including the length of the day.

LEGAL REF.:

105 ILCS 5/10-20.37 and 5/10-22.18.

23 Ill.Admin.Code §1.420.

CROSS REF.: 6:40 (Curriculum Development), 6:170 (Title I Programs), 7:30 (Student Assignments), 7:50 (School Admissions/Eligibility for Services), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

Adopted: June 4, 2025

Midstate Special Education Coop

6:40 Program Development

In order to provide services for the students of Member Districts requiring special education, the Special Education Director shall annually review the Comprehensive Plan of Services for the Joint Agreement. It shall be a plan that is educationally sound and that justifies itself in substantial benefits to the students served.

The Comprehensive Plan shall ensure that Member Districts have available a full continuum of services.

The Special Education Director shall present any updates to the plan, as needed, to the Executive Committee no later than May with each Member District receiving a copy of the updated Comprehensive Plan, if revised.

Curriculum Development

Adoption

The Director shall recommend a comprehensive curriculum that is aligned with:

1. The Cooperative's educational philosophy and goals,
2. Student needs as identified by research, demographics, and student achievement and other data,
3. The knowledge, skills, and abilities required for students to become life-long learners,
4. The minimum requirements of State and federal law and regulations for curriculum and graduation requirements,
5. The curriculum of non-District schools that feed into or from a District school, provided that the necessary cooperation and information is available,
6. The Illinois State Learning Standards and any District learning standards, and
7. Any required State or federal student testing.

Mid-State Special Education will adopt, upon recommendation of the Director, a curriculum that meets the above criteria.

Experimental Educational Programs and Pilot Projects

The Director may recommend experimental educational programs and/or pilot projects for Board consideration. Proposals must include goals, material needs, anticipated expenses, and an evaluation process. The Director shall submit to the Board periodic progress reports for programs that exceed one year in duration and a final evaluation with recommendation upon the program's completion.

Single-Gender Classes and Activities

The Director may recommend a program of non-vocational single-gender classes and/or activities to provide diverse educational opportunities and/or meet students' identified educational needs. Participation in the classes or activities must be voluntary, both genders must be treated with substantial equality, and the program must otherwise comply with State and federal law and with Board policy 7:10, *Equal Educational Opportunities*. At least every two years, the Superintendent must evaluate any single-gender class or activity to ensure that: (1) it does not rely on overly broad generalizations about the different talents, capabilities, or preferences of either gender, (2) it is substantially related to the achievement of the important objective for the class or activity, and (3) it continues to comply with State and federal law and with Board policy 7:10, *Equal Educational Opportunities*.

Development

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.

The Director shall report to the Board as appropriate, the curriculum review program's efforts to:

1. Regularly evaluate the curriculum and instructional program.
2. Ensure the curriculum continues to meet the stated adoption criteria.
3. Include input from a cross-section of teachers, administrators, parents/guardians, and students, representing all schools, grade levels, disciplines, and specialized and alternative programs.
4. Coordinate with the process for evaluating the instructional program and materials.

Curriculum Guides and Course Outlines

The Director shall develop and provide subject area curriculum guides to appropriate staff members.

LEGAL REF.:

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

105 ILCS 5/10-20.8 and 5/10-19.

CROSS REF.: 6:60 (Curriculum Content), 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), 6:130 (Program for the Gifted), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:145 (Migrant Students), 6:150 (Home and Hospital Instruction), 6:160 (English Learners), 6:170 (Title I Programs), 6:180 (Extended Instructional Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights)

Adopted: February 18, 2026

6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the Joint Agreement'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 Director 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 Joint Agreement'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 policies 6:60, Curriculum Content and 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 policies 6:60, Curriculum Content and 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 Ill. State Board of Education (ISBE).

Goals for Other School-Based Activities

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

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 Director 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.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

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 Director 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 Joint Agreement's implementation of the policy
- The extent to which schools in the Joint Agreement 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 Joint Agreement will make the results of the assessment available to the public
- Where the Joint Agreement 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 Director 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 and/or the Community Engagement subhead in policy 8:10, Connection with the Community.

Recordkeeping

The Director shall retain records to document compliance with this policy, the Joint Agreement's records retention protocols, and the Local Records Act.

LEGAL REF.: Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

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

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.

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

42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

50 ILCS 205/, Local Records Act.

105 ILCS 5/2-3.139 and 5/2-3.189.

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 18, 2026

6:60 Curriculum Content

Mid-State Special Education will follow the curriculum content policies of it's member districts, from which students are the resident of. Mid-State Special Education will provide instruction in the courses designated by the student's IEP.

Adopted: June 4, 2025

Midstate Special Education Coop

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 Cooperative's curriculum and other educational programs consistent with the Cooperative'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 Cooperative'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, Cooperative-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, 405 ILCS 49/.

CROSS REF.: 1:30 (School District 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)

305 ILCS 5/5-5.23(g) created the *Family Support Program* (FSP) in the Ill. Dept. of Healthcare and Family Services. FSP is a restructure of the former Individual Care Grant program. Its purpose is to enable early treatment of youth, emerging adults, and transition-age adults with a serious mental illness or serious emotional disturbance. Eligibility criterion for FSPs are established at 89 Ill. Adm. Code Part 139.

Adopted: June 4, 2025

Midstate Special Education Coop

6:70 Teaching About Religions

Mid-State Special Education'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), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:255 (Assemblies and Ceremonies)

Adopted: June 4, 2025

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 Cooperative 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.

LEGAL REF.:

Garcetti v. Ceballos, 547 U.S. 410 (2006).

Mayer v. Monroe Cnty. Cmty. Sch. Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 6:40 (Curriculum Development), 6:255 (Assemblies and Ceremonies)

Adopted: June 4, 2025

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

The Director 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: June 4, 2025

6:120 Education of Children with Disabilities

Students attending the Mid-State Special Education Public Day School will be provided services as decided in their IEP.

The Mid-State Special Education Public Day School shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District as attending the Mid-State Special Education Public Day School, 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. Children with disabilities who turn 22 years old during the school year are eligible for such services through the end of the school year.

It is the intent of the Resident District 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 IDEA.

For students eligible for services under IDEA, the Resident District 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 District 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.

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. Part 106.

34 C.F.R. Part 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: June 4, 2025

Midstate Special Education Coop

6:122 Service Animals in the School District

Service Animal in the School District

I. Purpose

The purpose of this policy is to establish procedures for the use of service animals in Mid-State Special Education, including school buildings, vehicles and other property.

II. Policy

Mid-State Special Education 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 protection 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 and Requirements

A. Staff members or parents must submit a request for the use of a service animal to the Director or designee. 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) and provide a letter from their physician who is the health care provider regarding the need for a service animal.

B. Requests for the use of service animals on Mid-State Special Education Public Day School property must, whenever possible, be made no less than nine (9) weeks prior to the proposed use of the service animal. Under no circumstances may a service animal be on Mid-State Special Education Public Day School property without prior approval by the Director or designee.

C. As part of the Mid-State Special Education Public Day School's consideration of a request for the use of a service animal, the Mid-State Special Education Public Day School may require certain documentation, including, but not limited to: Documentation that the service animal is properly trained and licensed; Certification of proper vaccinations verified by a veterinarian; Documentation that the handler for the service animal is properly trained; and Documentation of adequate liability insurance.

D. The Mid-State Special Education Public Day School'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, Mid-State Special Education 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 Mid-State Special Education Public Day School 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 Mid-State Special Education. The Mid-State Special Education approval of the use of a service animal on Mid-State Special Education Public Day School property is subject to periodic review, revision or revocation by the Director or designee.

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 who uses a service animal pursuant to this Policy to be the certified handler, providing proper handling of 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. The Mid-State Special Education Public Day School retains discretion to exclude or remove a service animal from its property is: The animal is out of control and/or the animal's handler does not effectively control the animal's behavior; the animal is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the school; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modification.

V. Liability

The staff member or student/parent is liable for any damage to Mid-State Special Education Public Day School or personal property and any injuries to individuals caused by their service animal. The staff member or student/parent who uses a service animal on Mid-State Special Education Public Day School property will hold Mid-State Special Education harmless and indemnify Mid-State Special Education 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 Mid-State Special Education as an additional insured. The amount of required insurance coverage shall be determined by the Joint Agreement.

Adopted: June 4, 2025

6:140 Education of Homeless Children

A homeless child may attend the Mid-State Public Day School that the child attended when permanently housed or in which the child was last enrolled. A homeless child living in any District school's attendance area may attend that school.

A homeless child is defined as provided in the McKinney-Vento Homeless Assistance Act and the Education for Homeless Children Act.

It is the responsibility of the home/resident district to identify a student as homeless.

LEGAL REF.:

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

105 ILCS 45/, Education for Homeless Children Act.

23 Ill.Admin.Code §1.241.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 4:140 (Waiver of Student Fees), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

Adopted: June 4, 2025

6:200 Instructional Arrangements

Instructional Arrangements

Instructional arrangements shall be made, defined, and agreed upon in the Individualized Education Plans that are consistent with regulations from the Illinois State Board of Education. These arrangements may include but not be limited to the following: class size, strategies, accommodations, assistive technology, physical equipment, and program placement.

Adopted: June 4, 2025

Midstate Special Education Coop

6:210 Instructional Materials

All Mid-State Special Education 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 or description of textbooks and instructional materials used in the school to the School Board. 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), 6:40 (Curriculum Development), 6:80 (Teaching About Controversial Issues), 6:170 (Title I Programs), 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: June 4, 2025

6:235 Access to Electronic Networks

Electronic networks are a part of the Joint Agreement's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication.

The term *electronic networks* includes all of the Joint Agreement's technology resources, including, but not limited to:

1. The Joint Agreement's local-area and wide-area networks, including wireless networks (Wi-Fi), Joint Agreement-issued Wi-Fi hotspots, and any Joint Agreement servers or other networking infrastructure;
2. Access to the Internet or other online resources via the Joint Agreement's networks or to any Joint Agreement-issued online account from any computer or device, regardless of location;
3. Joint Agreement-owned or Joint Agreement-issued computers, laptops, tablets, phones, or similar devices.

The Director shall develop an implementation plan for this policy and appoint system administrator(s).

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

Curriculum and Appropriate Online Behavior

The use of the Joint Agreement's electronic networks shall: (1) be consistent with the curriculum adopted by the Joint Agreement as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. Staff members may, consistent with the Special Education Director's implementation plan, use the Internet throughout the curriculum. As required by federal law, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Director's implementation plan, use the Internet throughout the curriculum.

The Joint Agreement's electronic network is part of the curriculum and is not a public forum for general use.

Acceptable Use

All use of the Joint Agreement's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Users of the Joint Agreement's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the Joint Agreement's electronic networks. General rules for behavior and communications apply when using electronic networks. The Joint Agreement's administrative procedure, *Acceptable Use of the Joint Agreement's Electronic Networks*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Internet Safety

Technology protection measures shall be used on each Joint Agreement computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Director or designee. The Director or

designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona 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.

Mid-State Special Education Electronic Networks

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

Use of Artificial Intelligence (AI)-Enabled Tools

The Board recognizes that AI-enabled tools are important to enhance student learning, educator effectiveness, and school operations. The use of AI-enabled tools in the Joint Agreement shall be implemented in a safe, ethical, and equitable manner and in accordance with Board policies 1:30, *Cooperative Philosophy*, and 7:345, *Use of Educational Technologies; Student Data Privacy and Security.*

To implement the use of AI-enabled tools in the Joint Agreement, the Director or designee shall:

1. Develop a Joint Agreement-wide AI Plan that addresses the Joint Agreement's approach to the integration of AI;
2. Based on the Joint Agreement-wide AI Plan, establish AI Responsible Use Guidelines to address the responsible use of AI in the Joint Agreement by students and staff;
3. Ensure that AI-enabled tools comply with State and federal law;
4. Ensure that staff receive training and students receive instruction on the use of AI, as appropriate; and
5. Review the Joint Agreement's AI Plan and AI Responsible Use Guidelines on an annual basis and update them as needed.

Authorization for Electronic Network Access

Each staff member must sign the *Authorization for Access to the Joint Agreement's Electronic Network* as a condition for using the Joint Agreement's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

Confidentiality

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.

Violations

The failure of any user to follow the terms of the Joint Agreement's administrative procedure, *Acceptable Use of the Joint Agreement's Electronic Networks,* or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

Access to Member District Electronic Networks

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

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: June 4, 2025

Midstate Special Education Coop

6:240 Field Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the school'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 Board. 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. 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.

Recreational class trips are permissible provided they do not interfere with Mid-State'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: June 4, 2025

6:250 Community Resource Persons and Volunteers

The Board 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 licensed teacher's immediate supervision;
4. To assist in times of violence or other traumatic incidents within the school 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 licensed 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: June 4, 2025

6:255 Assemblies and Ceremonies

Student attendance in assemblies must be approved by the Principal and in consultation with the teacher. These offerings will be consistent with the school's educational objectives. Assemblies must be approved by the Director and be consistent with Mid-State's educational objectives.

While the District respects an individual's brief, quiet, personal religious observance(s), it 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, 505 U.S. 577 (1992).

Santa Fe Independent Sch. Dist. v. Doe, 530 U.S. 290 (2000).

Kennedy v. Bremerton Sch. Dist., 142 S.Ct. 2407 (2022).

Jones v. Clear Creek Independent Sch. Dist., 930 F.2d 416 (5th Cir. 1991), *cert. granted, judgement vacated*, 505 U.S. 1215 (1992), *remand*, 977 F.2d 963, *reh'g denied*, 983 F.2d 234 (5th Cir. 1992), and *cert. denied*, 508 U.S. 967 (1993).

CROSS REF.: 6:70 (Teaching About Religion), 6:80 (Teaching About Controversial Issues)

Adopted: June 4, 2025

6:260 Complaints About Curriculum, Instructional Materials, and Programs

Parents/guardians have the right to inspect any instructional material used as part of their child's educational curriculum pursuant to School Board policy 7:15, *Student and Family Privacy Rights.*

Parents/guardians, employees, and community members who believe that curriculum, instructional materials, or programs violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance Procedure*.

Parents/guardians, employees, and community members with other suggestions or complaints about curriculum, instructional materials, or programs should complete a *Curriculum Objection Form*. 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*. The Director or designee shall establish criteria for the review of objections and inform the parent/guardian, employee, or community member, as applicable, of Mid-State's decision.

LEGAL REF.:

20 U.S.C. §1232h, Protection of Pupil Rights Amendment.

Mahmoud v. Taylor, 145 S.Ct. 2332 (2025).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 7:15 (Student and Family Privacy Rights), 8:110 (Public Suggestions and Concerns)

Adopted: February 18, 2026

Midstate Special Education Coop

6:280 Grading and Promotion

The Director or designee shall establish a system of grading and reporting academic achievement to students and their parents/guardians. Graduation requirements are determined by the student's home district's policy, in conjunction with the IEP team.

The decision to promote a student to the next grade level shall be based on successful completion of the curriculum, attendance, and performance on the standardized tests required by the Ill. State Board of Education (ISBE) and/or other assessments. A student shall not be promoted based upon age or any other social reason not related to academic performance. The administration shall determine remedial assistance for a student who is not promoted.

Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

1. A miscalculation of test scores,
2. A technical error in assigning a particular grade or score,
3. The teacher agrees to allow the student to do extra work that may impact the grade,
4. An inappropriate grading system used to determine the grade, or
5. 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.

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 Student Transfers To and From Non-District Schools)

Adopted: February 18, 2026

6:290 Homework

Homework may or may not be part of the educational model for Mid-State Special Education; it depends on the program model. If homework is part of the instructional program, the purpose of homework 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.

Missed Homework

Students absent for a valid cause may make up missed homework in a reasonable timeframe per policy 7:70, *Attendance and Truancy*.

CROSS REF.: 7:70 (Attendance and Truancy)

Adopted: June 4, 2025

Midstate Special Education Coop

6:340 Student Testing and Assessment Program

It is the responsibility of the district of residency for the student(s) enrolled in a Mid-State program to manage the student assessment program. If permitted, Mid-State will administer the testing on behalf of the district.

The Superintendent/Director or designee shall manage the student assessment program that, at a minimum:

1. Administers to students all standardized assessments required by the Ill. State Board of Education (ISBE) 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 and an evaluation of the student's progress. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.

Mid-State Special Education and member districts recognize their requirements and the parameters established, which includes the following. Overall student assessment data on tests required by State law will be aggregated by the District and reported, along with other information, on the District's annual report card. All reliable assessments administered by the District and scored by entities outside of the District must be (1) reported to ISBE on its form by the 30th day of each school year, and (2) made publicly available to parents/guardians of students. Board 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, 5/2-3.64a-10, 5/2-3.64a-15, 5/2-3.107, 5/2-3.153, 5/10-17a, 5/22-82, and 5/27-1.

23 Ill. Admin. Code §§1.30(b) and 375.10.

CROSS REF.: 6:15 (School Accountability), 6:280 (Grading and Promotion), 7:340 (Student Records)

Adopted: June 4, 2025

SECTION 7 - STUDENTS

Midstate Special Education Coop

7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, national origin, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender, gender identity (whether or not traditionally associated with the student's sex assigned at birth), gender expression, status of being homeless, immigration status, order of protection status, military status, unfavorable military discharge, reproductive health decisions, or 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. Any student may file a discrimination complaint by using policy 2:260, *Uniform Grievance Procedure*, or in the case of discrimination on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

Sex Equity

No student shall, based on sex, sexual orientation, gender identity, or gender expression 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. Students shall be supported in a manner consistent with their gender identity. This will include, but not be limited to, use of restrooms, locker rooms, and other facilities that correspond with the student's gender identity.

Any student may file a sex equity complaint by using policy 2:260, *Uniform Grievance Procedure*. A student may appeal the Board'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).

Any student may file a sexual harassment complaint by using Board policy 2:265, *Title IX Grievance Procedure*.

Administrative Implementation

The Special Education Director shall appoint a Nondiscrimination Coordinator and a Title IX Coordinator. The Special Education Director and Member District Administrators shall use reasonable measures to inform staff members and students of this policy and related grievance procedures.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340 (Student Records)

Adopted: June 4, 2025

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, or assist students' career choices. This applies to all surveys, regardless of whether the student answering the questions can be identified or who created the survey.

Surveys Created by a Third Party

Before an 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.

Surveys Requesting Personal Information

Joint Agreement 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 Joint Agreement 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 Joint Agreement 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 Board policy.

Prohibition on Selling or Marketing Students’ Personal Information

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.

Unless otherwise prohibited by law, 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 Joint Agreement 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 Special Education Director, designee, or the Member District 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 to parents/guardians at least annually, at the beginning of the school year, and within a reasonable period after any substantive change in this policy.

Transfer of Rights

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.

CROSS REF.: 2:260 (Uniform Grievance Procedure)

Adopted: June 22, 2022

Midstate Special Education Coop

7:20 Harassment of Students Prohibited

No person, including a Joint Agreement employee, 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; gender identity (whether or not traditionally associated with the student's sex assigned at birth); 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; physical appearance; socioeconomic status; academic status; 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

The Joint Agreement shall provide an educational 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. See policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, 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 Joint Agreement or District employee with whom the student is comfortable speaking.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure.* The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.

The Nondiscrimination Coordinator and Complaint Managers identified in policy 2:260 will also serve as the Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers for administration of this policy.

The Special Education Director shall use reasonable measures to inform staff members and students of this policy.

Investigation Process

Any Joint Agreement employee who receives a report or complaint of harassment must promptly forward the report or complaint to the appropriate Joint Agreement or District Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager. Any employee 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.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the

Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee shall consider whether action under policy 2:265, *Title IX Grievance Procedure,* should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

For any other alleged student harassment that does not require action under policy 2:265, *Title IX Grievance Procedure,* or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited,* the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

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

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

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 third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the Joint Agreement, e.g., vendor, parent/guardian, invitee, etc. Any 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.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

Adopted: June 4, 2025

Midstate Special Education Coop

7:30 Student Assignments

Students shall be assigned in accordance with their IEP and District Procedures.

LEGAL REF.:

105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.: 4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children)

Adopted: June 4, 2025

Midstate Special Education Coop

7:50 School Admissions/Eligibility for Services

Special education services shall be available to identified children with disabilities at Mid-State Special Education's Public Day School from the ages of five (5) through the end of the school year that they turn twenty-two (22) years who are enrolled in the Member Districts. The special education student shall be allowed to attend school through the school year they turned 22. The student who has successfully completed requirements shall be granted a diploma or certificate of completion by the student's resident school. The parent, and, if appropriate, the student shall participate in the decision to terminate public school responsibility prior to age twenty-two (22).

LEGAL REF.:

8 U.S.C. §1101 et seq., Illegal Immigrant and Immigrant Responsibility Act of 1996.

20 U.S.C. §1232g, Family Educational Rights and Privacy Act.

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

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

105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/26-1, 5/26-2, and 5/27-8.1.

105 ILCS 10/8.1, Ill. School Student Records Act.

105 ILCS 45/, Education for Homeless Children Act.

105 ILCS 70/, Educational Opportunity for Military Children Act.

325 ILCS 50/, Missing Children Records Act.

325 ILCS 55/, Missing Children Registration Law.

410 ILCS 315/2, Communicable Disease Prevention Act.

20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.

23 Ill.Admin.Code Part 226, Special Education.

23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:300 (Graduation Requirements), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:340 (Student Records)

Adopted: June 4, 2025

7:60 Residence

Member Districts

Students who are residents of Member Districts may participate in the programs available through the Mid-State Special Education Cooperative.

Residence of Students with Disabilities

The residence of a child with a disability is determined in accordance with 105 ILCS 5/14-1.11, 5.141.11a, and 5/14-1.11b.

LEGAL REF.:

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

105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, 5/10-22.5a, 5/14-1.11, 5/14-1.11a, 5/14-1.11b, and 5/26A.

105 ILCS 45/, Education for Homeless Children Act.

105 ILCS 70/, Educational Opportunity for Military Children Act.

23 Ill.Admin.Code §1.240.

Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).

Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).

Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

Adopted: June 4, 2025

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 of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of 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 (including mental or behavioral health of the student), attendance at a verified medical or therapeutic appointment (including a victim services provider), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to Board policy 7:90, Release During School Hours (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Director or designee. For students who are parents, expectant parents, or victims of domestic or sexual violence, valid cause for absence also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Director or designee shall manage an absenteeism and truancy program in accordance with the School Code and Board 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 105 ILCS 5/26-2a.
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, and information about available community services relevant to such students' needs. See Board policy 6:110, Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program.

8. A process for the collection and review of chronic absence data and to:
   a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
   b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to all school personnel, Board members, and school resource officers on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. 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.
11. A protocol for cooperating with non-District 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 Board policy 7:340, Student Records, as well as State and federal law concerning school student records.
12. 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.
13. 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.
14. An approval process for students to attend activities allowed under 105 ILCS 5/10-19.05(k), including provisions for making up missed coursework that do not penalize students.
15. A process for a 17-year-old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six 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 Board policy 7:50, School Admissions and Student Transfers To and From Non-District Schools.
16. 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.

Updating

Pursuant to State law and Board policy 2:240, Board Policy Development, the Board updates this policy at least once every two years. The Director or designee shall assist the Board with its update.

LEGAL REF.:

105 ILCS 5/10-19.05(k), 5/22-92, 5/26-1 through 5/26-3, 5/26-5 through 5/26-16, 5/26-18, and 5/26A.

705 ILCS 405/3-33.5, Juvenile Court Act of 1987.

23 Ill.Admin.Code §§1.242 and Part 207.

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), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior),

7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340 (Student Records)

Adopted: February 18, 2026

Midstate Special Education Coop

7:80 Release Time for Religious Instruction/Observance

A student shall be released from school, as an excused absence, because of religious reasons, including to observe a religious holiday, for religious instruction, or because the student's religion forbids secular activity on a particular day(s) or time of day. 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).

The Director or designee shall develop and distribute to teachers appropriate procedures regarding student absences for religious reasons, including 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.:

105 ILCS 5/26-1 and 5/26-2b.

775 ILCS 35/, Religious Freedom Restoration Act.

CROSS REF.: 7:70 (Attendance and Truancy)

Adopted: June 4, 2025

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.

Voting

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

LEGAL REF.:

10 ILCS 5/7-42(b) and 5/17-15(b), Election Code.

CROSS REF.: 4:170 (Safety)

Adopted: September 17, 2025

7:92 Closed Campus

Closed Campus

Students are to remain in their assigned buildings and on the school's grounds continuously from the time of reporting to the time of departure for the day, unless permission to leave is granted by the teacher and consistent with the policies and procedures of that building.

Adopted: June 4, 2025

Midstate Special Education Coop

7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

It is the responsibility of the district of residency to ensure that their students enrolled in Mid-State Special Education programs are in compliance with the state rules and regulations regarding health and dental examinations and immunizations. All district policies will be followed regarding requirements.

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, Lead Poisoning Prevention Act.

410 ILCS 315/2e, Communicable Disease Prevention Act.

23 Ill.Admin.Code §1.530.

77 Ill. Admin.Code Part 664, Socio-Emotional and Developmental Screening.

77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.

77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.

CROSS REF.: 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:280 (Communicable and Chronic Infectious Disease)

Adopted: June 4, 2025

Midstate Special Education Coop

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.

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

105 ILCS 20/5, Silent Reflection and Student Prayer Act.

CROSS REF.: 7:140 (Search and Seizure), 7:150 (Agency and Law Enforcement Requests), 7:160 (Student Appearance), 7:190 (Student Behavior

Adopted: September 17, 2025

Midstate Special Education Coop

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. Students must request to drive themselves to and from Mid-State Special Education program sites; approval will be given by the district Superintendent, site Principal, and Director. Technical Assistance Supervisors 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

As noted in 7:140 AP, students entering the school building are subject to having a hand-held metal detector screening. In the event a search is warranted, the hand-held metal detector may also assist in conducting that search. The screening process is for the protection of all students and staff in the program.

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, 169 Ill.2d 195 (1996), *cert. denied*, 116 S.Ct. 1692 (1996).

People v. Pruitt, 278 Ill.App.3d 194 (1st Dist. 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).

T.L.O. v. New Jersey, 469 U.S. 325 (1985).

Vernonia School Dist. 47J v. Acton, 515 U.S. 646 (1995).

Safford Unified School Dist. No. 1 v. Redding, 557 U.S. 364 (2009).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:150 (Agency and Law Enforcement Requests), 7:190 (Student Behavior)

Adopted: September 17, 2025

7:140-AP Administrative Procedure - Use of Metal Detectors and Searches for Student Safety

METAL DETECTOR POLICY

Based upon the escalation of school violence nationally, the potential presence of weapons in our schools, and our duty to maintain a safe learning environment, the Mid-State Special Education Executive Board hereby finds that it is necessary to use hand-held metal detectors to screen students and individuals who enter school buildings in order to protect and maintain the safety and well-being of the students as well as to maintain an appropriate educational environment for the students who attend Mid-State Special Education Day School(s).

Signs will be posted outside the entrance to inform individuals of the use of hand-held metal detectors and that they are required to go through the security measure as a condition of entering school property. When hand-held metal detectors are in use, students and individuals entering school property shall be required to enter through designated entries and not through any other entry.

All students and individuals entering a school building shall be subject to the hand-held metal detector screening; however, at the discretion of the administration, hand-held metal detector use may be used in a random manner, i.e. every second, third, tenth person. Should a student or individual arrive after the start of school when the use of hand-held metal detectors has ended, the student or individual shall be required to have the hand-held metal detector security measure conducted before being permitted entry.

Should a student being checked by the hand-held metal detector activate the metal detector, the student will be asked to remove any metal items which the student possesses and be subject to a following hand-held metal detector search.

When the school administration has reasonable suspicion to believe that weapons or other impermissible items are in the possession of an identified student, the administration will follow the policy on personal searches.

Only school personnel who have been trained in the usage of metal detectors or school resource officers shall operate the metal detectors under the direction of the administration. Students who fail to cooperate with school personnel performing their duties may be subject to discipline for insubordination. Individuals who fail to cooperate will be asked to leave school property.

DATED : June 4, 2025

Midstate Special Education Coop

7:150 Agency and Law Enforcement Requests

The District recognizes the right of every student to equal access to a free public education under State and federal law, consistent with Board policy 7:10, *Equal Educational Opportunities*. District administrators and staff stand *in loco parentis* when government agency and law enforcement authority requests occur at school.

Federal and State Law Requirements Regarding Citizenship and Immigration Status in Schools

No student shall be denied an education based on the student's, or their parent's/guardian's, actual or perceived citizenship or immigration status. Based on such status, the District will not:

1. Exclude a student from participating in, or deny them the benefits of, any District program or activity.
2. Use policies or procedures or engage in practices that have the effect of excluding a student from participating in or denying the benefits of any District program or activity.
3. Use policies or procedures or engage in practices that have the effect of excluding participation of a student's parent(s)/guardian(s) from District parental engagement activities or programs.
4. Threaten to disclose information related to the actual or perceived citizenship or immigration status of a student or a person associated with the student to any other person, entity, or immigration or law enforcement agency.
5. Disclose information related to the perceived citizenship or immigration status of a student or a person associated with the student to any other person, entity, or immigration or law enforcement agency if the District does not have direct knowledge of the student's or associated person's actual citizenship or immigration status, subject to the requirements in 105 ILCS 5/22-105(c)(3).
6. Disclose information related to the actual citizenship or immigration status of a student or a person associated with the student to any other person or nongovernmental entity if the District has direct knowledge of the student's or associated person's actual citizenship status, subject to the requirements in 105 ILCS 5/22-105(c)(3).

State law does not prohibit or restrict the District from sending or receiving information about the citizenship or immigration status of an individual to or from the U.S. Dept. of Homeland Security or any other governmental entity under 8 U.S.C. §§1373 and 1644.

Responding to Agency and Law Enforcement Requests

The Director shall develop procedures to manage requests by government agencies or law enforcement authorities regarding students at school. Procedures will:

1. Recognize individual student rights and privacy.
2. Recognize the potential impact the release of information or an interview may have on an individual student.
3. Minimize potential disruption.
4. Foster a cooperative relationship with government agencies and law enforcement authorities.
5. Maintain discipline and recognize that school employees stand in the relationship of the parents/guardians to the students during the school day.
6. Comply with State law including, but not limited to, ensuring that before a law enforcement agent, 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 Director or designee will:
    a. Notify or attempt to notify the student’s parent(s)/guardian(s) 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, 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.

7. Manage reviewing and authorizing requests from law enforcement agents attempting to enter a school or school facility, in accordance with the requirements of 105 ILCS 5/22-105(c)(4).

LEGAL REF.:

U.S. Constitution, Amend. IV.

8 U.S.C. §1373 and §1644.

Plyler v. Doe, 457 U.S. 202 (1982).

Ill. Constitution, Art. I, §6.

105 ILCS 5/10-20.64, 5/10-20.68, 5/22-88, 5/22-105, and 5/24-24.

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.: 2:160 (Board Attorney), 2:260 (Uniform Grievance Procedure), and 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

Adopted: February 18, 2026

7:160 Student Appearance

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. Mid-State's Public Day School will not permit the wearing of hooded items of clothing at school, unless otherwise permitted to by the Director or Principal. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. The District also does not prohibit the right of a student to wear or accessorize the student's graduation attire with items associated with the student's cultural, ethnic, or religious identity or other characteristic or category protected under the Ill. Human Rights Act, 775 ILCS 5/1-103(Q). Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Director or designee and included in the Student Handbook(s).

LEGAL REF.:

105 ILCS 5/2-3.25 and 5/10-22.25b.

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969).

CROSS REF.: 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:165 (School Uniforms), 7:190 (Student Behavior)

Adopted: June 4, 2025

7:170 Vandalism

The Board 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/, Parental Responsibility Law.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

Adopted: June 4, 2025

Midstate Special Education Coop

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

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, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, 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:

1. During any school-sponsored education program or activity.
2. 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.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a non-school-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the Joint Agreement or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any non-school-related activity, function, or program.

Definitions from 105 ILCS 5/22-110

Artificial intelligence means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. *Artificial intelligence* includes generative artificial intelligence.

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:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, posting or distributing sexually explicit images, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

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*. *Cyberbullying* also includes the posting or distribution of an unauthorized digital replica by electronic means if the posting or distribution creates any of the effects enumerated in the definition of *bullying*.

Digital replica means a newly created, electronic representation of the identity of an actual individual created using a computer, algorithm, software, tool, artificial intelligence, or other technology that is fixed in a sound recording or audiovisual work in which that individual did not actually perform or appear and that is so realistic that a reasonable observer would believe it is a performance by the individual being portrayed and no other individual.

School personnel means persons employed by, on contract with, or who volunteer in the Joint Agreement, including without limitation Joint Agreement administrators, teachers, school social workers, and school psychologists.

Unauthorized digital replica means the use of a digital replica of an individual without the consent of the depicted individual.

Bullying Prevention and Response Plan

The Bullying Prevention and Response Plan of member districts will be followed. Member district students participating in Joint Agreement programs are are encouraged to immediately report bullying occurring in the Joint Agreement program, either orally or in writing, to the Nondiscrimination Coordinator identified below, Title IX Coordinator, member district building administrator, a Complaint Manager identified below, or any Joint Agreement employee with whom the student is comfortable speaking. Anyone, including employees and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to a member district administrator or the Joint Agreement Nondiscrimination Coordinator or one of its Complaint Managers. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report. The Nondiscrimination Coordinator and Complaint Managers identified in Policy 2:260 will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

If requested by the member district administration, Joint Agreement employees will assist in an investigation into any alleged bullying occurring in a Joint Agreement program. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**.

The Special Education Director or designee shall post this policy on the Joint Agreement's publicly accessible website, if any. The policy must be distributed annually to Joint Agreement employees (including new employees when hired).

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited),4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited)

Adopted: February 18, 2026

Midstate Special Education Coop

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 who is 13 to 19 years of age 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. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
    b. 2:265, *Title IX Grievance Procedure*. This policy prohibits a Mid-State Special Education employee, agent, or student from engaging in sexual harassment in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
    c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a Mid-State Special Education employee, agent, or student, 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).
    d. 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 Joint Agreement'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 Joint Agreement's comprehensive health education program in Board policy 6:60, *Curriculum Content.* This includes incorporating student social and emotional development into the Resident 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), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 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: June 4, 2025

Midstate Special Education Coop

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.

4. 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.
5. 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. Using or possessing an electronic paging device.
6. Using a cellular telephone, video recording device, personal digital assistant (PDA) in a Mid-State Day School is prohibited. All electronic devices must be kept powered off and out of sight while in the school setting, unless otherwise allowed by the Director or Principal. All electronic devices are not allowed during transit to and from school unless otherwise allowed by the resident district. All devices and personal items students may bring to school and will be stowed in a secure area while the student is at school. Exceptions to this may include: (a) the Director or Principal have given expressed permission; (b) use of the device is provided in a student's individualized education program (IEP) or Section 504 plan; or (c) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
7. Sexting, which, for purposes of this policy, is the act of creating, sending, sharing, viewing, receiving, or possessing sexually explicit messages, images, or videos electronically, regardless of whether they are authentic or computer-generated, through the use of a computer, electronic communication device, or cellular phone. Sexting also includes creating, sending, sharing, viewing, receiving, or possessing indecent visual depictions, non-consensual dissemination of private sexual images, and non-consensual dissemination of sexually explicit digitized depictions, as defined in State law.
8. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
9. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a Mid-State Special Education staff member's request to stop, present school identification, or submit to a search.
10. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
11. 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.

12. 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.
13. Teen dating violence, as described in Board policy 7:185, Teen Dating Violence Prohibited.
14. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
15. Entering school property or a school facility without proper authorization.
16. 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.
17. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
18. 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.
19. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
20. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
21. 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.
22. 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.
23. 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

Discipline measures such as suspensions and expulsions will be determined by the resident district, with the assistance of the Public Day School administration

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 Resident District or Mid-State Special Education 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 two 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 Resident District 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 in all circumstances. Corporal punishment is defined as a discipline method in which a person deliberately inflicts pain upon a student in response to the student's

unacceptable behavior or inappropriate language, with an aim to halt an offense, prevent its recurrence, or set an example for others. It includes 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 permitted by 105 ILCS 5/10-20.33.

Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in 105 ILCS 5/10-20.33, Ill. State Board of Education (ISBE) rules (23 Ill.Admin.Code §§ 1.280, 1.285), and the District's procedure(s).

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 relationship to school shall be expelled for a period of at least one calendar year but not more than two 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 2012 (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 one or two above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent 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 school grounds, becomes aware of any person in possession of a firearm on school grounds, or becomes aware of any threat of gun violence on 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 or is subject to a battery. *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.

Upon receiving a report of (1), above, the Building Principal or designee shall immediately notify local

law enforcement. If the report of (1), above, pertains to a threat of firearm violence made by a student, the Building Principal or designee shall attempt to notify the student's parent/guardian as soon as possible and shall further attempt to contact the parent/guardian to ensure that the student does not have access to a firearm. In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and any involved student's parent/guardian.

Upon receiving a report on any of the above (1)-(3), the Director or designee shall immediately notify local law enforcement. The Director or designee shall also report these incidents to ISBE through its web-based School Incident Reporting System as they occur during the year and no later than July 31 for the preceding school year.

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 licensed educational employees, and any other persons (whether or not a licensed employee) providing a related service for or with respect to a student, may only use reasonable force as permitted by 105 ILCS 5/10-20.33. 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 District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval. The student will also receive a resident-district handbook.

A student handbook, including the District 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, Time Out, and Physical Restraint)

LEGAL REF.: 20 U.S.C. §7971 et seq., Pro-Children Act of 2004.

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, 5/22-100, 5/22-110, 5/24-24, 5/26-12, 5/27-240, and 5/31-3.

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, 1.285.

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 Law Enforcement Requests), 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), 7:315 (Restrictions on Publications; High Schools), 8:30 (Visitors to and Conduct on School Property)

DATED : February 18, 2026

Midstate Special Education Coop

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

Resident district Superintendents will determine when an out-of-school suspension will occur.

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.

d. Of what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension, as determined by the Superintendent or designee.

5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent 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.
   a. At the review, the student and his or her parent(s)/guardian(s) may appear with a representative of their choice and at their expense, be accompanied by a support person of their choice and at their expense, disclose any factor to be considered in mitigation (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), and discuss the suspension with the Board or its hearing officer. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing.
   b. If the review involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim.
   c. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.

   d. 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.:

Goss v. Lopez, 419 U.S. 565 (1975).

105 ILCS 5/10-20.14, 5/10-22.6.

23 Ill.Admin.Code §1.280.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

Adopted: June 4, 2025

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 Mid-State Board 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

Mid-State Special Education shall comply with the Individuals with Disabilities Education Improvement Act of 2004 and the Illinois State Board 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: June 4, 2025

7:250 Student Support Services

The Resident District provides a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services when enrolling in or changing schools.

The following student support services may be provided to students enrolled in Mid-State classes:

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.
4. School counseling services. The Director or designee shall annually inform all school personnel and students 12 years of age and older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. The Director or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. Mid-State, however, assumes no liability for preventing, identifying, or treating such needs.

Erin's Law Counseling Options, Assistance, and Intervention

The Director or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the Resident District, if any.

Article 26A Domestic or Sexual Violence and Parenting Resource Personnel

The Director or designee will ensure that at least one staff member in each school building is designated as a resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence and offers those services required by 105 ILCS 5/26A. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. The Article 26A Resource Person may be a member of the building's Student Support Committee.

The Director shall ensure that this policy is implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq., and that it is respectful of student privacy, including that student records are maintained and their confidentiality protected in accordance with Board policy and Resident District procedures.

LEGAL REF.:

105 ILCS 5/10-23.13(b), 5/10-20.59, 5/21B-25(G), and 5/26A.

405 ILCS 5/, Mental Health and Developmental Disabilities Code.

405 ILCS 49/, Children's Mental Health Act.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

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), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

Adopted: June 4, 2025

Midstate Special Education Coop

7:252 Special Education Evaluation

Special Education Evaluation

Students may be referred for a special education evaluation by school district personnel, the parents, community service agencies, persons having primary care and custody of the child, other professional persons having knowledge of the child's problems, the child, or the State Board of Education. The evaluation procedures will be in accordance with federal and State law to determine whether a child is disabled and the nature and extent of the special education and related services the child needs. Should a student be referred with less than 60 student attendance days left in the school year, eligibility determination for the student to receive special education services will be made before the first day of the following school year.

Adopted: June 4, 2025

Midstate Special Education Coop

7:255 Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence

Domestic and sexual violence affect a student's ability to learn. Students who are parents or expectant parents have unique needs. Providing support services that enable students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to succeed in school are important District goals and required by 105 ILCS 5/26A (Article 26A).

The Director or designee shall develop and implement a program for supporting Article 26A Students that:

1. Distributes this policy and procedures for requesting supportive services or filing a complaint to all students at the beginning of each school year.
2. Ensures at least one staff member in each school building is designated as a resource person for Article 26A Students (Article 26A Resource Person) and receives training in accordance with 105 ILCS 5/26A-35.
3. Notifies all Mid-State employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person.
4. Ensures any employees whose duties include the resolution of Article 26A complaints receive training in accordance with 105 ILCS 5/26A-25(b)(1).
5. Requires verification of a student's claim of Article 26A status relating to domestic or sexual violence in accordance with 105 ILCS 5/26A-45.
6. Provides Article 26A Students with in-school support services, information about non-school-based support services, and the ability to make up work missed due to circumstances related to the student's Article 26A status in accordance with 105 ILCS 5/26A-40.
7. Ensures the prompt and equitable resolution of all Article 26A complaints through a complaint resolution procedure that fully complies with 105 ILCS 5/26A-25.
8. Ensures that all information concerning an Article 26A Student's status and related experiences, or information concerning a student who is a named perpetrator of domestic or sexual violence, provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A is retained in a confidential temporary file in accordance with 105 ILCS 10/2(f). Confidentiality procedures will:
    a. Provide that such information may not be disclosed to any other individual outside of the District, including any other employee, except if such disclosure is: (1) permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or (2) requested or consented to, in writing, by the Article 26A Student or their parent/guardian if it is safe to obtain written consent from the parent/guardian; and
    b. Comply with the requirements of 105 ILCS 5/26A-30.
9. Ensures that in the event an Article 26A Student or their parent/guardian reports an incident of alleged domestic or sexual violence, Mid-State's procedures comply with 105 ILCS 5/26A-20(c).
10. Complies with State and federal law and aligns with Board policies.

Requesting Support Services

An Article 26A Student and/or their parent/guardian may request support services under this policy by contacting the building-level Article 26A Resource Person, whose name and contact information will be annually distributed to employees, students, and parents/guardians by each Building Principal.

Filing a Complaint

An Article 26A Student and/or their parent/guardian may file a complaint under this policy with the

Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking.

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

Nondiscrimination Coordinator:

Bobbi Fisher, Director

202 Prairie St., PO Box 46, Morrisonville, IL 62546

bobbi.fisher@midstatespec.org

217-526-8121

Title IX Coordinator:

Bobbi Fisher, Director

202 Prairie St., PO Box 46, Morrisonville, IL 62

bobbi.fisher@midstatespec.org

217-526-8121

Complaint Managers:

Bobbi Fisher, Director	Executive Committee Member: Chris Clark, Superintendent
202 Prairie St., PO Box 46, Morrisonville, IL 62546	612 Dial Street, Kincaid, IL 62540
bobbi.fisher@midstatespec.org	cclark@southforkschools.com
217-526-8121	217-237-4333

Complaint Resolution Procedure

When a complaint is filed, the Nondiscrimination Coordinator and/or Complaint Manager or designee shall process and review it according to administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Enforcement

Any Mid-State Special Education employee who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the Joint Agreement , e.g., vendor, parent/guardian, invitee, etc.

This policy does not increase or diminish the ability of the Joint Agreement or the parties to exercise any other rights under existing law.

Policy Review

At least once every two years, pursuant to 105 ILCS 5/26A-20 and Board policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy and to any other policies that may act as a barrier to their immediate enrollment and re-enrollment, attendance,

graduation, and success in school of any student who is a parent, expectant parent, or victim of domestic or sexual violence. The Director or designee shall assist the Board with its review and any updates.

Retaliation Prohibited

Retaliation against an Article 26A Student or their parent/guardian for exercising or attempting to exercise their rights under Article 26A is prohibited. Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

A student, employee, or other person authorized by the Joint Agreement to provide aid, benefit, or service under the Joint Agreement's education program or activity who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension or expulsion, with regard to students.

LEGAL REF.:

105 ILCS 5/26A.

105 ILCS 10/, Ill. School Student Records Act.

405 ILCS 5/, Mental Health and Developmental Disabilities Code.

405 ILCS 49/, Children's Mental Health Act.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

23 Ill.Admin.Code §1.240 and Part 200.

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), 6:120 (Education of Children with Disabilities), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:250 (Student Support Services), 7:340 (Student Records)

Adopted: June 4, 2025

7:260 Exemption from Physical Education

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. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course.

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the Resident School District.

A student who is eligible for special education may be excused from physical education courses in either of the following situations:

1. He or she (a) is in grades 3-12, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Director or designee.

A student requiring adapted physical education must receive that service in accordance with his or her Individualized Educational Program/Plan (IEP).

A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated in 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.

Students in grades 7 and 8 may submit a written request to the Building Principal to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program. The Building Principal will evaluate requests on a case-by-case basis.

The Director or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

Students who have been excused from physical education shall return to the course as soon as practical. The following considerations will be used to determine when a student shall return to a physical education course:

1. The time of year when the student's participation ceases;
2. The student's class schedule; and
3. The student's future or planned additional participation in activities qualifying for substitutions for physical education as outlined in policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.

LEGAL REF.:

105 ILCS 5/27-6.

225 ILCS 60/, Medical Practice Act.

23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students)

Adopted: June 4, 2025

Midstate Special Education Coop

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 Public Day School's procedures on dispensing medication.

No Mid-State employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed School Medication Authorization Form (SMA Form) is submitted by the student's parent/guardian.

No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed an SMA Form. The Director or designee will ensure an Emergency Action Plan is developed for each self-administering student.

A student may self-administer medication required under a qualifying plan, provided the student's parent/guardian has completed and signed an SMA Form. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act. A student may also possess the supplies and equipment necessary to monitor and treat diabetes in accordance with the student's diabetes care plan and/or the supplies, equipment, and medication necessary to treat epilepsy in accordance with the student's seizure action plan.

The Joint Agreement shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the Joint Agreement and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.

If Mid-State Special Education is contracting nursing services with a member district, that nurse will maintain a supply of undesignated asthma medication, epinephrine injectors, opioid antagonists, oxygen tanks, and glucagon as required below:

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

The Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of Mid-State Special Education and provide or administer them as necessary according to State law. Undesignated asthma medication means an asthma medication prescribed in the name of the Mid-State Special Education Day school or the Resident District. A

school nurse or trained personnel, as defined in State law, may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having respiratory distress. Respiratory distress may be characterized as mild-to-moderate or severe. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

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

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

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

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

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

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

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

The Director or designee shall implement 105 ILCS 145/27 and maintain a supply of undesignated glucagon in the name of Mid-State Special Education or the Resident District in accordance with manufacturer's instructions.

When a student's prescribed glucagon is not available or has expired, a school nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a medical cannabis infused

product to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a designated caregiver to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a medical cannabis infused product to a child who is a student on the premises of his or her school or on his or her school bus if:
    a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
    b. Copies of the registry identification cards are provided to the District;
    c. That student's parent/guardian completed, signed, and submitted a School Medication Authorization Form - Medical Cannabis; and
    d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the medical cannabis infused product to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of the Mid-State Special Education or Resident District, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The Joint Agreement may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy

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

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

Mid-State Special Education ?Supply of Undesignated Opioid Antagonists section of the policy is void whenever the Director or designee is unable to obtain a supply of opioid antagonists due to a

shortage, in which case Mid-State Special Education shall make reasonable efforts to maintain a supply.

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

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

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

Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Director or designee(s) must ensure all notifications required by State law and administrative procedures occur.

Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on Mid-State Special Education for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

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.

105 ILCS 150/, Seizure Smart School Act.

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

720 ILCS 550/, Cannabis Control Act.

23 Ill.Admin.Code §1.540.

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

Adopted: June 4, 2025

7:275 Orders to Forgo Life-Sustaining Treatment

Written orders from parents/guardians to forgo life-sustaining treatment for their child must be signed by the student's physician and given to the Director or Principal. 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 parents/guardians;
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. Clergy, if requested by the student or his or her parents/guardians;
7. Other individuals to provide support to the student or his or her parents/guardians; and
8. 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.

Mid-State 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: June 4, 2025

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 Board'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.

23 Ill.Admin.Code §§ 1.610 and 226.300.

77 Ill.Admin.Code Part 690.

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.

29 U.S.C. §794(a), Rehabilitation Act of 1973, Section 504.

Adopted: June 4, 2025

7:285 Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for the Joint Agreement to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps the Joint Agreement reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Director or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
3. Implements and maintains a supply of undesignated epinephrine in the name of Mid-State Special Education or the Resident District, in accordance with policy 7:270, *Administering Medicines to Students*.
4. Follows and references the applicable best practices specific to the Joint Agreement's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
5. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
6. Complies with State and federal law and is in alignment with Board policies.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy at least once every three years. The Director or designee shall assist the Board with its review and any necessary updates.

LEGAL REF.:

105 ILCS 5/2-3.190, 5/10-22.39(e), and 5/22-30.

23 Ill.Admin.Code §1.540.

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

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), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

Adopted: June 4, 2025

Midstate Special Education Coop

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 Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5/27-215 (requiring education for students on mental health and illness).
    b. For staff, implementation will incorporate Board 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 all Mid-State Special Education staff 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 including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
    a. 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 Mid-State Special Education's educational program);
    b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the Resident District;
    c. 6:140, *Education of Homeless Children*, implementing provision of Resident District services to students who are homeless;
    d. 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;
    e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure

and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;

f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;

g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and

h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an 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 Board policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Board 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 Mid-State Special Education 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 Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Director shall inform each Mid-State Special Education 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 school. Student and staff identification (ID) cards, the school's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, 5 ILCS 860/, Children's Mental Health Act, 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 District, Board, 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.:

42 U.S.C. § 12101 et seq., Individuals with Disabilities Education Act.

105 ILCS 5/2-3.166, 5/3-14.8, 5/10-20.81, 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/14-1.01 et seq., 5/14-7.02, 5/14-7.02b, and 5/27-215.

5 ILCS 860/, Student Confidential Reporting Act.

405 ILCS 49/, Children's Mental Health Act.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

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

CROSS REF.: 2:240 (Board 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: February 18, 2026

7:310 Restrictions on Publications; Elementary Schools

School-Sponsored Publications and Websites

School-sponsored publications, productions, and websites 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, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, 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., text 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 Board policy 7:190, *Student Behavior,* and/or Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use; or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students.

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 5/22-110.

Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:315 (Restrictions on Publications; High Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

Adopted: February 18, 2026

7:315 Restrictions on Publications; High Schools

Definitions

Libel means the willful or negligent publication of provably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

Obscene means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

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.

Slander means the speaking of false statements of fact that seriously harm a living person's reputation.

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 Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites.

Student journalists must:

1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum; and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not create, produce, or distribute 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; or
    c. Materially and substantially disrupt the orderly operation of the school.

The Joint Agreement will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material fits into one of the four prohibited categories listed above, in which case the Director or designee and/or student media adviser may review, edit, and delete such media material before publication or distribution of the 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, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, 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., text 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 a material and 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, slanderous or obscene, 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 Board policy 7:190, *Student Behavior*, and/or Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use;
5. 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
6. Encourages or 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 5/22-110, 5/27-405, and 5/27-415 (scheduled for repeal on 7-1-27).

105 ILCS 80/, Speech Rights of Student Journalists Act.

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).

Morse v. Frederick, 551 U.S. 393 (2007).

Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 1:30 (School District 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), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

Adopted: February 18, 2026

7:340 Student Records

Official student records are the property of the Joint Agreement Member District. The policies and procedures of the individual member districts shall be followed. To the extent employees of Mid-State create, use, access, store, or possess education records, the following requirements shall apply.

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or Federal law as summarized below:

1. Records kept in staff member's sole possession.
2. Records maintained by law enforcement professionals 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 professionals, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 years who has been arrested or taken into custody.

State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to inspect, copy, and/or challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The Member District may release directory information as permitted by law, but a parent/guardian shall have the right to op-out of the release of directory information regarding his or her child. The Member District will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student. Upon request, the Member District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or Federal law.

Each member district Superintendent shall fully implement this policy and designate an official records, custodian for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: February 18, 2026

7:345 Use of Educational Technologies; Student Data Privacy and Security

Educational technologies used by employees of the Joint Agreement shall further the objectives of the educational program, as aligned with the curriculum criteria in policy 6:40, *Curriculum Development*, and/or support efficient operations. The Director shall ensure that the use of educational technologies in the Joint Agreement meets the above criteria.

The Joint Agreement and/or vendors under its control may need to collect and maintain data that personally identifies students in order to use certain educational technologies for the benefit of student learning or Joint Agreement operations.

Federal and State law govern the protection of student data, including school student records and/or *covered information*. The sale, rental, lease, or trading of any school student records or covered information by the Joint Agreement is prohibited. Protecting such information is important for legal compliance, Joint Agreement operations, and maintaining the trust of Joint Agreement stakeholders, including parents, students and staff. The Board designates the Director to serve as Privacy Officer, who shall ensure the Joint Agreement complies with the duties and responsibilities required of it under the Student Online Personal Protection Act, 105 ILCS 85/, amended by P.A. 101-516, eff. 7-1-21.

Definitions

Covered information means personally identifiable information (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's or parent/guardian's use of the operator's site, service or application; (2) created by or provided to an operator by an employee or agent of the Cooperative; or (3) gathered by an operator through the operation of its site, service, or application.

Operators are entities (such as educational technology vendors) that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes.

Breach means the unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of covered information maintained by an operator or the Cooperative.

Operator Contracts

The Director or designee designates which Joint Agreement employees are authorized to enter into written agreements with operators for those contracts that do not require separate Board approval. Contracts between the Board and operators shall be entered into in accordance with State law and Board policy 4:60, *Purchases and Contracts,* and shall include any specific provisions required by State law.

Security Standards

The Director or designee shall ensure the Joint Agreement implements and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure. In the event the Cooperative receives notice from an operator of a breach or has determined a breach has occurred, the Director or designee shall also ensure that the Joint Agreement provides any breach notifications required by State law.

CROSS REF.: 4:15 (Identity Protection), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks), 7:340 (Student Records)

Adopted: March 16, 2022

Midstate Special Education Coop

SECTION 8 - COMMUNITY RELATIONS

Midstate Special Education Coop

8:10 Public Relations/Media Inquiries

Mid-State Special Education Joint Agreement will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the organization's behalf are the Director, Assistant Directors, and Mid-State Executive Committee President and/or Vice-President. No one other than these individuals (with the exceptions noted below) should represent Mid-State Special Education Joint Agreement's position to the media.

Exceptions

When inquiries require a detailed technical explanation, a spokesperson may be designated to address a particular issue. That spokesperson will usually be a director, assistant director, legal counsel, or outside expert who is qualified to speak on Mid-State Special Education Joint Agreement's behalf on the issue in question

Procedure

All media inquiries, whether verbal or written, are to be directed to the Director or specified spokesperson, which will evaluate the request and answer or direct it to the appropriate spokesperson.

All press releases will be issued as deemed necessary and relevant by the Director or specified spokesperson. The Director or Assistant Director will approve all press releases prior to distribution. In addition, the individual quoted will approve press releases that include quotes. All inquiries should be directed to the Director or Assistant Director.

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

Adopted: February 10, 2025

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. 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 School Board.

LEGAL REF.:

20 U.S.C. §7905, Boy Scouts of America Equal Access Act.

10 ILCS 5/11-4.1, Election Code.

105 ILCS 5/10-20.41, 5/10-22.10, and 5/29-3.5.

Good News Club v. Milford Central School, 533 U.S. 98 (2001).

Lamb's Chapel v. Center Moriches Union Free School District, 508 U.S. 384 (1993).

Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

CROSS REF.: 7:330 (Student Use of Buildings - 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 4, 2025

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 Cooperative 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 Board is needed for advertisements on athletic fields, scoreboards, or other building locations. Prior approval is needed from the Director or designee for advertisements on athletic, theater, or music programs; student newspapers and yearbooks; and any commercial material related to graduation, class pictures, or class rings.

No individual or entity may advertise or promote its interests by using the names or pictures of the Cooperative, any Cooperative school or facility, staff members, or students except as authorized by and consistent with administrative procedures and approved by the Board.

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: June 4, 2025

Midstate Special Education Coop

8:30 Conduct on School Property

Visitors to and Conduct on School Property

The following definitions apply to this policy:

> **School property** – Joint Agreement and/or Member District buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.
>
> **Visitor** - Any person other than a Joint Agreement employee.

All visitors to school property are required to report to the main entrance and receive permission to enter and remain on school property. Visitor access to areas of the school property will be determined by the Director or Principal. All visitors must sign a visitors' log, show identification, and comply with current health requirements. All visitors are also subject to hand-held metal detector screenings, per the policy on search procedures. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

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

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

13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized Joint Agreement or Member District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other Joint Agreement or Member District policies or regulations, or a directive from an authorized security officer, Joint Agreement, or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the Joint Agreement, Member District or a School function.

Convicted Child Sex Offender

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

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

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

Exclusive Bargaining Representative Agent

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

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Director 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 or denied admission to school property in accordance with State law. The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.

Procedures to Deny Future Admission to Athletic or Extracurricular School Events

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

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;

3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

CROSS REF.: 2:200 (Types of Board Meetings), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition)

Adopted: February 18, 2026

Midstate Special Education Coop

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 School Board, 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 if they have a disability that will require special assistance or services and, if so, what services are require. 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.

CROSS REF.: 2:260 (Uniform Grievance Procedure)

Adopted: May 17, 2023

8:80 Gifts to the Cooperative

The School Board appreciates gifts from any education foundation, other entities, or individuals. All gifts must adhere to each of the following:

1. Be accepted by the Board or, if less than $500.00 in value, the Director or designee. Individuals should obtain a pre-acceptance commitment before identifying the Cooperative, 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 Board's educational objectives and policies.
3. Be consistent with the Cooperative's mandate to provide equal educational and extracurricular opportunities to all students in the Cooperative as provided in Board policy 7:10, *Equal Educational Opportunities*. State and federal laws require the Cooperative 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 Cooperative to maintain resource equity among its learning centers.
5. Be viewpoint neutral when the gift involves the incorporation of any messages. 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 Cooperative 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 Cooperative will provide equal treatment to all individuals and entities seeking to donate money or a gift. Upon acceptance, all gifts become the Cooperative's property. The acceptance of a gift is not an endorsement by the Board, Cooperative, or school of any product, service, activity, or program. The method of recognition is determined by the party accepting the gift.

CROSS REF.: 4:60 (Purchases and Contracts), 7:10 (Equal Educational Opportunities)

Adopted: September 17, 2025

8:95 Parental Involvement

In order to assure collaborative relationships between students' families and the Governing Board and Joint Agreement personnel, and to enable parent(s)/guardian(s) to become active partners in education, the Special Education Director shall develop administrative procedures to:

1. Keep parent(s)/guardian(s) thoroughly informed about their child's school and education.
2. Encourage involvement in their child's school and education and IEP team.
3. Establish effective two-way communication between all families and the school's personnel providing special services.
4. Seek input from parent(s)/guardian(s) on significant school-related issues.
5. Inform parents/guardians on how they can assist their children's learning.

The Special Education Director shall periodically report to the Board on the implementation of this policy.

Adopted: September 20, 2023

Midstate Special Education Coop

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, and other appropriate disaster relief organizations concerned with civil defense
- Member Districts
- Other cooperatives and other school districts
- State departments including Illinois State Board of Education, Illinois Department of Human Services including the Division of Rehabilitation Services, and the Department of Child and Family Services
- Child and Family Connections (CFCs), Illinois community and Residential Services Authority, and the UIC Department of Specialized Care for Children
- Agencies administering Head Start and other county, regional, or state programs

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 4:170 (Safety), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:90 (Abused and Neglected Child Reporting)

DATED : March 16, 2022

Midstate Special Education Coop

8:110 Public Suggestions and Concerns

The Governing Board and Executive Committee are interested in receiving valid concerns and suggestions. Community members who email the Joint Agreement or Joint Agreement employee or board member are expected to abide by the standards in Board policy 6:235, *Access to Electronic Networks,* and should, to the extent possible, limit their communications to relevant individuals. Public concerns or suggestions shall be referred to the appropriate level staff member or administrator. Each concern or suggestion shall be considered on its merits.

An individual who is not satisfied may file a grievance under Board 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 Board), 2:260 (Uniform Grievance Procedure), 3:30 (Line and Staff Relations), 6:235 (Access to Electronic Networks)

Adopted: September 17, 2025