

# Cooperative Association for Special Education - C.A.S.E

## Table of Contents

### Cooperative Association for Special Education - C.A.S.E

#### **SECTION 1 - SPECIAL EDUCATION COOPERATIVE ORGANIZATION**

1:10 Joint Agreement Legal Status

1:20 Cooperative Organization

1:24 Membership

1:30 Mission Statement

#### **SECTION 2 - BOARD OF DIRECTORS**

2:10 C.A.S.E. Governance

2:20 Powers and Duties of the Board

2:40 Board Member Qualifications

2:100 Board Member Conflict of Interest

2:105 Ethics and Gift Ban

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 Exhibit - 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

2:160 Board Attorney

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

2:200 Types of Board Meetings

2:210 Organizational Board of Directors Meeting

2:220 Board of Directors Meeting Procedure

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

2:240 Board Policy Development

2:250 Access to Cooperative Public Records

2:260 Uniform Grievance Procedure

2:265 Title IX Sexual Harassment Grievance Procedure

## **SECTION 3 - GENERAL ADMINISTRATION**

3:30 Chain of Command

3:40 Executive Director

3:50 Administrative Personnel Other Than the Executive Director

3:62 Staff Supervision

3:70 Succession of Authority

## **SECTION 4 - OPERATIONAL SERVICES**

4:10 Fiscal and Business Management

4:15 Identity Protection

4:20 Fund Balances

4:30 Revenue and Investments

4:50 Payment Procedures

4:50-E Exhibit - Exhibit - Cooperative Payment Order

4:55 Use of Credit and Procurement Cards

4:55-E Exhibit - Exhibit - Cardholder's Statement Affirming Familiarity with Requirements for Using Cooperative Credit and/or Procurement Cards

4:60 Purchases and Contracts

4:70 Resource Conservation

4:80 Accounting and Audits

4:100 Insurance Management

4:130 Free and Reduced-Price Food Services

4:160 Environmental Quality of Buildings and Grounds

4:175 Convicted Child Sex Offender; Fingerprint-Based Criminal Background Check and/or Screening; Notifications

4:180 Pandemic Preparedness; Management; and Recovery

## **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; Conduct; and Conflict of Interest

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

5:130 Responsibilities Concerning Internal Information

5:150 Personnel Records

5:170 Copyright

5:180 Temporary Illness or Temporary Incapacity

5:185 Family and Medical Leave

#### Professional Personnel

5:190 Teacher Qualifications

5:200 Terms and Conditions of Employment and Dismissal

5:210 Resignations

5:220 Substitute Teachers

5:240 Suspension

5:250 Leaves of Absence

5:260 Student Teachers and Student Interns

#### 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 Service Recognition Benefit for Educational Support Personnel Retiring Under IMRF by June 30. 2012

5:300 Schedules and Employment Year

5:320 Evaluation

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

## **SECTION 6 - INSTRUCTION**

6:10 Educational Philosophy and Objectives

6:100 Using Animals in the Educational Program

6:120 Education of Children with Disabilities

6:235 Access to Electronic Networks

6:235-E1 Exhibit - Staff Authorization for Electronic Network Access

6:240 Field Trips

6:250 Community Resource Persons and Volunteers

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

6:280 Grading and Promotion

## **SECTION 7 - STUDENTS**

7:10 Equal Educational Opportunities

7:20 Harassment of Students Prohibited

7:60 Residence

7:170 Vandalism

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

7:230 Misconduct by Students with Disabilities

7:230-AP Administrative Procedure - Misconduct by Students with Disabilities

7:230-E1 Exhibit - Behavioral Interventions in the Schools

7:230-E2 Exhibit - Physical Management Incident Report

7:290 Suicide and Depression Awareness and Prevention

7:340 Student Records

7:340-AP Administrative Procedure - Student Records

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

## **SECTION 8 - COMMUNITY RELATIONS**

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

8:30 Visitors to and Conduct on School Property

8:70 Accommodating Individuals with Disabilities

8:80 Gifts to the Cooperative

8:95 Parental Involvement

8:110 Public Suggestions and Concerns

**Cooperative Association for Special Education (CASE)**

# Cooperative Association for Special Education - C.A.S.E

## POLICY MANUAL

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

### Navigation

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

### Questions?

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

**Cooperative Association for Special Education (CASE)**

**SECTION 1 - SPECIAL EDUCATION COOPERATIVE ORGANIZATION**

**Cooperative Association for Special Education (CASE)**

## 1:10 Joint Agreement Legal Status

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

The General Assembly has implemented this constitutional mandate through the creation of joint agreements of various types for the purpose of providing special education services to children with disabilities. The Cooperative Association for Special Education (C.A.S.E.) hereinafter referred to as "the Cooperative" or "C.A.S.E.", is governed by such mandates.

Special education programs and/or services shall be developed in accordance with *The Special Education Rules* 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 C.A.S.E. Board of Directors shall serve as the administrative and legal entity for the Special Education Cooperative.

The Board of Directors 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.

The C.A.S.E. Board of Directors shall determine an Administrative District to serve as the legal and fiscal agent for C.A.S.E. and its Board as provided in the "Articles of Joint Agreement".

LEGAL REF.:Ill. Constitution, Art. X, Sec. 1.

105 ILCS 5/10-1 et seq.

23 Ill. Admin.Code Part 226.

CROSS REF.:2:10 (C.A.S.E. Governance), 2:20 (Powers and Duties of the Board)

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**



## **1:20 Cooperative Organization**

The Cooperative is organized under the "Articles of Joint Agreement for Cooperative Association for Special Education."

LEGAL REF.:23 Ill Admin Code § 1.210

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## **1:24 Membership**

Members are DuPage County School Districts numbered 15, 16, 41, 44, 87, 89, and 93. New member school districts may be recommended for membership by a two-thirds vote of the Board of Directors and shall be subject to the approval of two-thirds of the member district boards of education. The conditions of membership shall be as specified in the "Joint Articles of Agreement for Cooperative Association for Special Education."

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## **1:30 Mission Statement**

The Cooperative Association for Special Education is a 21st century organization that collaborates to provide special education services and support for students in our member districts.

CROSS REF: 2:10 (C.A.S.E. Governance), 6:10 (Educational Philosophy and Objectives)

Adopted: May 13, 2019

**Cooperative Association for Special Education (CASE)**

**SECTION 2 - BOARD OF DIRECTORS**

**Cooperative Association for Special Education (CASE)**

## **2:10 C.A.S.E. Governance**

C.A.S.E. is governed by a Board of Directors whose membership, responsibilities and authority shall be as described in the Articles of Joint Agreement.

Official action by the Board of Directors may only occur at a duly called and legally conducted meeting at which a quorum is physically present.

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

LEGAL REF.:5 ILCS 120/1.02.

105 ILCS 5/10-1, 5/10-10, 5/10-12, 5/10-16.5, 5/10-16.7, and 5/10-20.5.

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

ADOPTED:October 3, 2014

**Cooperative Association for Special Education (CASE)**

## **2:20 Powers and Duties of the Board**

### **Powers and Duties of the CASE Board; Indemnification**

The major powers and duties of the CASE Board include, but are not limited to:

1. Organizing the Board by electing officers and establishing its regular schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreement and State and federal law.
3. Employing an Executive Director/Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/3 and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
4. Directing, through policy, the Executive Director/Superintendent, in his or her charge of the Cooperative's administration.
5. Approving the annual budget, major expenditures, payment of obligations, annual audit, and other aspects of the Cooperative's financial operation; and making available a statement of financial affairs as provided in State law.
6. Entering contracts using the public bidding procedure when required.
7. Providing, constructing, controlling, and maintaining adequate physical facilities.
8. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
9. Approving the curriculum, textbooks, and educational services.
10. Evaluating any Cooperative programs.
11. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning.
12. Providing student transportation services pursuant to State law.
13. Entering into joint agreements with other boards to establish cooperative educational programs or provide educational facilities.
14. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual 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 Executive Director/Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
15. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

### **Indemnification**

To the extent allowed by law, the Board shall defend, indemnify, and hold Board members, employees, volunteer personnel (pursuant to ILCS 5/10-22.34, 10-22.34, 10-22.34a and 10-22.34b), mentors of certified staff (pursuant to ILCS 5/2-3.53a, 2.253b, 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 Board 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.

LEGAL REG.:

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

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

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

CROSS REF.: 1:10 (Cooperative Legal Status), 1:20 (Cooperative Organization, Operations, and Cooperative Agreements), 2:10 (C.A.S.E. Governance), 2:80 (Board Member Oath and Conduct), 2:140 (Communications To and From the Board), 2:210 (Organizational Board of Directors Meeting), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 6:10 (Educational Philosophy and Objectives), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

Adopted: November 6, 2020

### **Cooperative Association for Special Education (CASE)**

## **2:40 Board Member Qualifications**

In order to serve on the Board of Directors an individual must be a Superintendent or designee of a Member District.

Adopted: May 13, 2019

**Cooperative Association for Special Education (CASE)**



## 2:100 Board Member Conflict of Interest

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

Board members must annually file a *Statement of Economic Interests* as required by the Illinois Governmental Ethics Act. Each member is responsible for filing the statement with the county clerk of the county in which the C.A.S.E. main office is located by May 1.

### Federal and State Grant Awards

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

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

### LEGAL REF.:

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

30 ILCS 708/, Grant Accountability and Transparency Act.

50 ILCS 105/3.

105 ILCS 5/10-9.

2 C.F.R. §200.318(c)(1).

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## 2:105 Ethics and Gift Ban

### Prohibited Political Activity

The following precepts govern political activities being conducted by Cooperative 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 CASE 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 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 Chairperson and Executive Director/Superintendent 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 Executive Director/Superintendent or Board Chairperson. If attempts to correct any misunderstanding or problem do not resolve the matter, the Executive Director/Superintendent or Board Chairperson 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 Cooperative 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 Chairperson or Executive Director/Superintendent. If the report is made to the Executive Director/Superintendent, the Executive Director/Superintendent shall promptly notify the Chairperson, or if the Chairperson is the subject of the complaint, the Vice Chairperson. Reports of sexual harassment will be confidential to the greatest extent practicable.

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

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

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

#### LEGAL REF.:

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

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

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

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

### Board Member Compensation Prohibited

Board of Directors 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.

### 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 Executive Director/Superintendent 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.

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

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

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

### LEGAL REF.:

105 ILCS 5/10-20 and 5/10-22.32.

30 ILCS 708/, Government Accountability and Transparency Act.

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

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 5:60 (Expenses)

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

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

Submit to the Executive Director, who will include this request in the monthly list of bills presented to the 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: \_\_\_\_\_

**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)**

Auto Travel Allowance: \_\_\_\_\_ per mile

Date	Mileage		Comm. Travel Expenses	Lodging	Meals			Other		Daily Total
	Miles	Cost			Bkfst	Lunch	Dinner	Item	Cost	
<b>Subtotal</b>										
<b>Advances</b>									-	
<b>TOTAL</b> (a negative amount indicates refund due from Board member)									\$	

Submitting Board Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**Board Action:**  **Approved**  **Denied**

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

DATED: December 2, 2016

# Cooperative Association for Special Education (CASE)



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

Submit to the Executive Director, who will include this request in the monthly list of bills presented to the Board. **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: \_\_\_\_\_

**Estimated Expenses Approval Requested** (50 ILCS 150/20)

**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

Date	Mileage		Comm. Travel Expense	Lodging	Meals		
	Miles	Cost			Bkfst	Lunch	Dinner
<b>Total</b>							

---

Submitting Board Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**Board Action:**  **Approved**  **Denied**

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

DATED: December 2, 2016

**Cooperative Association for Special Education (CASE)**

## 2:125-E3 Exhibit - Resolution to Regulate Expense Reimbursements

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 10 of the Local Government Travel Expense Control Act (50 ILCS 150/, added by P.A. 99-604, eff. 1-1-17) provides that the School 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 Cooperative's budget and other financial considerations, the Executive Director has recommended to the Board a maximum allowable reimbursement amount of \$2,500.00 for Board members and Cooperative 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 policy 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 \$2,500.00, effective on *January 1, 2017* 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.

Attested by: \_\_\_\_\_, Board President

Attested by: \_\_\_\_\_, Board Secretary

DATED: January 1, 2017

## 2:140 Communications To and From the Board

The Board of Directors 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 Board's email address(es) posted on the Cooperative's website.

The Executive Director/Superintendent 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 Board of Directors, 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.

### LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

50 ILCS 205/20, Local Records Act.

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

Adopted: August 10, 2020

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

The Board of Directors is authorized to discuss Cooperative business only at a properly noticed Board meeting (Open Meetings Act, 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* should not be used as legal advice. Any questions or concerns regarding legal issues involving the Open Meetings Act, Freedom of Information Act, and/or record retention should be directed to the Board attorney.

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

1. The Executive 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:

(1) the communication pertains to the transaction of public business, and

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

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

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

1. If an electronic communication does not pertain to public business, it is not a public record and is not subject to a FOIA request.
2. An electronic communication pertaining to public business that is:
  - a. Sent and/or received by an individual 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 the Open Meetings Act and, thus, are subject to disclosure during proceedings to enforce the Open Meetings Act.
  - 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 above list provides examples only. 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, only if it is evidence of the Cooperative's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation (Local Records Act, 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 Local Records Act.

**Important:** Do not destroy any email concerning a topic concerning potential or pending litigation

without obtaining the Board attorney's direction. In federal lawsuits, there is an automatic discovery of any and all potentially relevant information, including electronically-stored data, maintained in the ordinary course of the Cooperative's operations. Attorneys will generally notify their clients at the beginning of a legal proceeding not to destroy any electronic records that might be relevant. 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, amended by P.A. 98-1063.

DATED: August 28, 2015

**Cooperative Association for Special Education (CASE)**

## **2:160 Board Attorney**

The CASE Board may retain legal services with one or more attorneys or law firms to be the Board Attorney(s). The Board Attorney represents the Board in its capacity as the governing body for the Cooperative. 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 an engagement letter, or that are otherwise authorized by this policy or a majority of the Board.

The Executive Director/Superintendent and Board Chairperson are authorized to confer with and/or seek the legal advice of the Board Attorney. The Board may also authorize a specific Board member to confer with the Board Attorney on its behalf.

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

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

### LEGAL REF.:

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

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

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**



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

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

LEGAL REF.:

40 U.S.C. §541.

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

105 ILCS 5/10-20.21.

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

Adopted: February 8, 2019

**Cooperative Association for Special Education (CASE)**

## 2:200 Types of Board Meetings

### General

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

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

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

### Closed Meetings

The Board may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).

6. The setting of a price for sale or lease of property owned by the public body. 5ILCS 120/2(c)(6).
7. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
8. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5ILCS 120/2(c)(8).
9. Student disciplinary cases. 5 ILCS 120/2(c)(9).
10. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
12. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
13. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
14. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
15. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The 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 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 Executive Director/Superintendent or by any two members of the Board 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 Cooperative's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board 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 CASE Website

In addition to the other notices specified in this policy, the Executive Director/Superintendent or designee shall post the following on the CASE 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.

### LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

5 ILCS 140/, Freedom of Information Act.

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

CROSS REF.: 2:110 (Term, and Duties of Board Officers), 2:210 (Organizational Board of Directors Meetings), 2:220 (Board of Directors Meeting Procedure), 2:230 (Public Participation at Board of Directors Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks)

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## **2:210 Organizational Board of Directors Meeting**

The Board of Director's annual Organizational Meeting shall be the June meeting.

The order of business shall include:

1. Choose a temporary chairperson.
2. Elect the Chairperson.
3. Elect the Vice-Chairperson.
4. Appoint the Secretary.
5. Appoint the Recording Secretary.
6. Appoint the Administrative District.

Once the Chairperson is elected, the remainder of the meeting shall include, but not be limited to:

1. Naming of a newspaper in which to publish all Board information and/or legal notices.
2. Set meetings' calendar for the year.

CROSS REF.:2:110 (Term and Duties of Board Officers), 2:200 (Types of Board Meetings), 2:220 (Board of Directors Meeting Procedure), (2:230 Public Participation at Board of Directors Meetings and Petitions to the Board)

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 2:220 Board of Directors Meeting Procedure

### Agenda

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

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Any Board member may submit suggested agenda items to the Executive Director/Superintendent or Chairperson for his/her consideration. 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 Executive Director/Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of Board Meetings*.

The Chairperson shall determine the order of business at regular Board 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 Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is 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 Chairperson 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 Board meetings (whether open or closed), which shall be signed by the Chairperson and the Secretary. The minutes include:

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

8. Upon request by a 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 Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

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

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

The official minutes are in the custody of the Board Secretary. Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval; they may be inspected in the Cooperative's main office, in the presence of the Secretary, the Executive Director/Superintendent or designee, or any Board 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 Cooperative's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Director, or designated administrator, or any elected Board member. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the Cooperative's administrative offices or their official storage location Executive Director except by vote of the Board or by court order.

#### Verbatim Record of Closed Meetings

The Executive Director/Superintendent, or the Board Secretary when the Executive Director/Superintendent is absent, shall audio record all closed meetings. If neither is present, the 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 Executive Director/Superintendent 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 close to the Board's regular meeting location.

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 Recording Secretary, the Executive Director/Superintendent or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the Cooperative's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Executive Director/Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the Executive Director/Superintendent's main office 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 Cooperative. 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 and Participation by Audio or Video Means

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

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

### Rules of Order

Unless State law or Board-adopted rules apply, the Chairperson, as the presiding officer, will use Robert's Rules of Order, Newly Revised (11<sup>th</sup> Edition), 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 Executive Director/Superintendent 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 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.

### LEGAL REF.:

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

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

CROSS REF.: 2:200 (Types of Board Meetings), 2:210 (Organizational Board of Directors Meeting), 2:230 (Public Participation at Board of Directors Meetings and Petitions to the Board)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**



## **2:230 Public Participation at Board of Directors Meetings and Petitions to the Board**

For an overall minimum of 30 minutes during each regular and special open 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. During public participation, there will be a 20-minute minimum total length of time for any one subject. When public participation takes less time than these minimums, it shall end.

To preserve sufficient time for the 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 Chairperson.
2. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to three minutes. In unusual circumstances, and when an individual has made a request to speak for a longer period of time, the person may be allowed to speak for more than three minutes.
3. Observe, when necessary and appropriate, the:
  - a. Shortening of 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;
  - b. Expansion of the overall minimum of 30 minutes for public participation and/or the 20-minute minimum total length of time for any one subject; and/or
  - c. Determination of procedural matters regarding public participation not otherwise covered in Board policy.
4. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Board at the next regularly scheduled Board meeting.

### LEGAL REF.:

5 ILCS 120/2.06, Open Meetings Act.

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

CROSS REF.: 2:220 (Board of Directors Meeting Procedure), 8:10 (Cooperative-Community Relations Goals), 8:30 (Visitors to and Conduct on School Property)

Adopted: August 10, 2020

**Cooperative Association for Special Education (CASE)**

## 2:240 Board Policy Development

The Board of Directors governs using written policies. Written policies ensure legal compliance, establish Board processes, articulate Cooperative ends, delegate authority, and define operating limits. Board policies also provide the basis for monitoring progress toward Cooperative ends.

### Policy Development

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

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

### Policy Adoption and Dissemination

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

The Administrative District, through its Board of Education, shall ratify the policies reviewed and approved by the Board of Directors.

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

### Board Policy Review and Monitoring

The Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required.

### Executive Director/Superintendent Implementation

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

In the absence of Board policy, the Executive Director/Superintendent is 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 except those provisions that are controlled by law or contract. The failure to suspend with a specific motion does not invalidate any Board action.

LEGAL REF.:

105 ILCS 5/10-20.5.

CROSS REF.: 2:250 (Access to Cooperative Public Records), 3:40 (Executive Director)

Adopted: August 26, 2020

**Cooperative Association for Special Education (CASE)**

## 2:250 Access to Cooperative Public Records

Full access to the Cooperative's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Executive Director/Superintendent or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the Cooperative'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 Cooperative's response.

### Freedom of Information Officer

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

### Definition

The Cooperative'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 Cooperative.

### 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 Cooperative'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 Executive Director/Superintendent or designee shall instruct Cooperative employees to immediately forward any request for inspection and copying of a public record to the Cooperative'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 5 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 Cooperative'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 Cooperative'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 Cooperative'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 Cooperative'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 Cooperative'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 Cooperative'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 Cooperative 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 Cooperative'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), Cooperative auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

### LEGAL REF.:

5 ILCS 140/, Illinois Freedom of Information Act.

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

820 ILCS 40/11.

820 ILCS 130/5.

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## 2:260 Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any CASE Complaint Manager if he or she believes that the Board, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board Policy, or have 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 sexual harassment complaints governed by policy 2:265, *Title IX Sexual Harassment Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.
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 Sexual Harassment Grievance Procedure*)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. 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 informally 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. An individual who files 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 an individual complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians), including but not limited to participation in 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, administrative proceedings). 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 concern the same subject matter of a complaint under this Policy, CASE will continue with a simultaneous investigation under this Policy unless such investigation may interfere with local law enforcement or other entities with authority under federal or State law.

## 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 CASE. 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 CASE Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint and/or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

## 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 the Complainant and the accused have an equal opportunity to present evidence during an investigation. If the Complainant is a student, under 18 years of age, the Complaint Manager will notify his or her parents/guardians that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law or this policy, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

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

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this procedure 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 Executive Director/Superintendent. The Complaint Manager may request an extension of time.

The Executive Director/Superintendent will keep the Board informed of all complaints.

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

## Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Executive Director/Superintendent shall mail his or her written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard. The identity of the Complainant or student witnesses will not be disclosed to the accused except: (1) as required by law, this Policy, or (2) as authorized by the parent/guardian of the Complainant or student witness, or by the student if the student is 18 years of age or older.



Within 10 school business days after receiving the Executive Director/Superintendent's decision, the Complainant or the accused may appeal the decision to the Board 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 Board.

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

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

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

#### Appointing a Nondiscrimination Coordinator and Complaint Managers

The Executive Director/Superintendent shall appoint a Nondiscrimination Coordinator to manage CASE efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others.

The Executive Director/Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX.

The Executive Director/Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, one of each gender. The CASE Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers.

#### **Nondiscrimination Coordinator:**

Natalie Heinrich  
1104 N Main St, Lombard, IL 60148  
nheinrich@casedupage.com  
630.629.2600

#### **Title IX Coordinator:**

Kari Gibbons  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
kgibbons@casedupage.com  
224.588.4002

#### **Complaint Managers:**

Steven Smidl  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
ssmidl@casedupage.com  
630.942.5600

Dr. Mary Furbush  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
mfurbush@casedupage.com  
630.942.5600

LEGAL REF.:

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

Americans With Disabilities Act, 42 U.S.C. §12101 et seq.

Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.

Equal Pay Act, 29 U.S.C. §206(d).

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

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

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

Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.

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

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

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

105 ILCS 5/2-3.8, 5/3-10, 5/10-20.7a, 5/10-20.60, 5/10-22.5, 5/22-19, 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.

Illinois Genetic Information Privacy Act, 410 ILCS 513/.

Illinois Whistleblower Act, 740 ILCS 174/.

Illinois Human Rights Act, 775 ILCS 5/.

Victims' Economic Security and Safety Act, 820 ILCS 180/, 56 Ill.Admin.Code Part 280.

Equal Pay Act of 2003, 820 ILCS 112/.

Employee Credit Privacy Act, 820 ILCS 70/.

23 Ill.Admin.Code §§1.240 and 200.40.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 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), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 6:120 (Education of Children with Disabilities), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

Adopted: October 2, 2020

**Cooperative Association for Special Education (CASE)**

## 2:265 Title IX Sexual Harassment 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 Cooperative goal. The Cooperative 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 Cooperative 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 Cooperative employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A Cooperative 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 Cooperative'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)(10), *domestic violence* as defined in 34 U.S.C. §12291(a)(8), or *stalking* as defined in 34 U.S.C. §12291(a)(30).

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

### 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 Cooperative 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 Cooperative 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 Executive Director/Superintendent or designee will ensure that the Cooperative prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Incorporates education and training for school staff pursuant to policy 5:100, *Staff Development Program*, and as recommended by the Executive Director/Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, or a Complaint Manager.
2. 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 Cooperative'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 Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, or a Complaint Manager. A person who wishes to make a report may choose to report to a person of the same gender.

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 Executive Director/Superintendent 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:**

Kari Gibbons
22w600 Butterfield Road, Glen Ellyn, IL 60137
kgibbons@casedupage.com
224-588-4002

### Processing and Reviewing a Report or Complaint

Upon receipt of a report, 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; 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 Cooperative'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 Executive Director/Superintendent 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 Cooperative'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 Cooperative as a Title IX Coordinator, investigator, decision-maker, or any person designated by the Cooperative 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 Cooperative'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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative, e.g., vendor, parent, invitee, etc. Any Cooperative 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 Cooperative or the parties to exercise any other rights under existing law.

#### Retaliation Prohibited

The Cooperative 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; 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)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**

**SECTION 3 - GENERAL ADMINISTRATION**

**Cooperative Association for Special Education (CASE)**

### **3:30 Chain of Command**

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

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

C.A.S.E. staff members shall always work through the Building Principal in carrying out assigned functions within a school.

CROSS REF.:1:20 (Cooperative Organization), 2:140 (Communications To and From the Board), 3:70 (Succession of Authority), 8:110 (Public Suggestions and Concerns)

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**



## 3:40 Executive Director

### Duties and Authority

The Executive Director is the Cooperative's executive officer and is responsible for the administration and management of the Cooperative programs and services in accordance with Board policies and directives, and State and federal law. The Executive Director is authorized to develop administrative procedures to implement Board policy. Management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law.

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

### Qualifications and Appointment

The Executive Director must be of good character and of unquestionable morals and integrity. The Executive Director shall have the experience and the skills necessary to work effectively with the Boards, C.A.S.E. employees, students, and the community. The Executive Director must be certified in accordance with the requirements of 23 Illinois Administrative Code 25, and 226.

The Executive Director shall hold proper state certification/approval.

When the office of the Executive Director becomes vacant, the Board will conduct a search to find the most capable person for the position. Qualified staff members who apply for the position will be considered for the vacancy.

### Evaluation

The Board will evaluate, at least annually, the Executive Director's performance, using standards and objectives developed by the Executive Director and Board that are consistent with the Cooperative's mission and goal statements. A specific time should be designated for a formal evaluation session with the Board. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

### Compensation and Benefits

The Board of Directors and the Executive Director shall enter into a contract that conforms to this policy and State law. This contract shall govern the employment relationship between the Board and the Executive Director.

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

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

CROSS REF:2:240 (Board Policy Development)

ADOPTED:November 6, 2015

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

### Duties and Authority

Administrative and supervisory positions are established by the Board in accordance with State law. This policy applies to all administrators other than the Executive Director/Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Executive Director/Superintendent'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 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 Executive Director/Superintendent or designee; the Executive Director/Superintendent shall make employment and salary recommendations to the Board.

### Administrative Work Year

The administrators' work year shall be the same as the Cooperative's fiscal year, July 1 through June 30, as stated in the employment agreement. Each individual administrative contract shall govern the contractual days. 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 Board will consider the Executive Director/Superintendent's recommendations regarding 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.

### LEGAL REF:

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

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

CROSS REF: 5:30 (Hiring Process and Criteria), 5:250 (Leaves of Absence)

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

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

In all cases, personnel shall be supervised by the Executive Director, Assistant Director or their designees. The employing organization and its administrative staff shall be responsible for the supervision of the general functions of the program or service on a day-to-day basis and is/are recognized as the line supervisor(s).

The Cooperative is responsible for providing technical assistance and consultation to teachers, administrators, and line supervisors regarding special education programs and services. Such assistance and consultation may include, but is not limited to, the following activities:

1. Classroom visitations - classroom visitations may be initiated by either the classroom teacher or by the supervisor.
2. Inservice - supervisors shall plan and conduct appropriate in-service activities.
3. Consultation - consultations regarding students, curriculum, instruction, etc., may be initiated by either the staff member or designated supervisor. Other administrative staff of either the Cooperative or a Member District may request a consultation between a service provider and his or her designated supervisor.
4. Records and reports - Appropriate records and reports may be requested by the designated supervisor.

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

### **3:70 Succession of Authority**

If the Executive Director, Assistant Director, or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Executive Director and approved by the Board of Directors.

CROSS REF.:1:20 (Cooperative Organization), 3:30 (Chain of Command)

ADOPTED:August 4, 2017

**Cooperative Association for Special Education (CASE)**

**SECTION 4 - OPERATIONAL SERVICES**

**Cooperative Association for Special Education (CASE)**

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

The Executive Director is responsible for the Cooperative's fiscal and business management.

The Executive Director shall ensure the efficient and cost-effective operation of the Cooperative's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems.

### Administrative District

Every three (3) years the Board of Directors shall designate the Administrative District for C.A.S.E. in accordance with the Articles of Joint Agreement. The Administrative District shall approve C.A.S.E.'s fiscal operations which include reimbursements relating to the C.A.S.E. office and C.A.S.E. facility personnel, employee payroll requirements and program costs as approved by the Executive Director in accordance with C.A.S.E.'s annual budget.

The Administrative District shall approve C.A.S.E. contractual agreements and the expenditure of C.A.S.E. funds, with the direction and approval of the Board of Directors.

The Board of Directors delegates to the Executive Director the authority to monitor the day-to-day fiscal operations of C.A.S.E. A monthly report of fiscal operations shall be prepared by the Executive Director for approval by the Board of Directors and the Administrative District.

### Budget Planning

The Cooperative's fiscal year is from July 1 until June 30. The Executive Director shall present a tentative budget to the Board no later than the March meeting. The budget shall include the Federal grants and State funds. The Board of Directors shall review and adopt the C.A.S.E. budget prior to its implementation by the Executive Director.

Included in the tentative budget shall be a detailed program budget for each program area. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the Cooperative's educational and service program. The annual budget will be adopted by the Board of Directors no later than the June meeting and then ratified by the Administrative District.

### Preliminary Adoption Procedures

Upon receiving the Executive Director's tentative budget, the Board of Directors shall set 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, which shall be at least thirty (30) days before the Board approves the final budget.

The Cooperative Secretary shall publish a notice in a local newspaper stating the date, place and time of the availability of the proposed budget for public inspection and the public hearing on the proposed budget.

At the public hearing, the proposed budget shall be reviewed and the public invited to comment.

### Final Adoption Procedures

The Board shall adopt the budget no later than the June Board meeting. The Board shall adopt the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes.

The Executive Director, or designee, shall perform each of the following:

1. Post the Cooperative's final annual budget, itemized by receipts and expenditures, on its Internet website; notify parents/guardians that it is posted and provide the website's address.
2. Submit the annual budget, a deficit reduction plan if one is required by the State Board of Education guidelines, and other financial information to the State Board of Education according to its requirements.

### Budget Amendments

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

### Implementation

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

### LEGAL REF.:

35 ILCS 200/18-55 et seq.

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

23 Ill.Admin.Code Part 100.

Adopted: August 26, 2020

**Cooperative Association for Special Education (CASE)**

## 4:15 Identity Protection

The collection, storage, use, and disclosure of social security numbers by CASE shall be consistent with State and federal laws. The goals for managing CASE'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 CASE from unauthorized disclosure.

The Executive Director/Superintendent is responsible for ensuring that CASE 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 Cooperative 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 CASE employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Executive Director/Superintendent. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The CASE 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 Executive Director/Superintendent ensures that the Cooperative takes reasonable measures to safeguard: (1) *protected personally identifiable information*, (2) other information that a federal awarding agency, pass-through agency or State awarding agency designates as sensitive, such as *personally identifiable information* (PII) and (3) information that the Cooperative 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 Executive Director/Superintendent shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information. The Executive Director/Superintendent shall ensure that employees and contractors responsible for the administration of a federal or State award for the Cooperative receive regular training in the safeguarding of sensitive information. Employees mishandling sensitive information are subject to



discipline, up to and including dismissal.

LEGAL REF.:

2 C.F.R. §200.303(e).

5 ILCS 179/, Identity Protection Act.

30 ILCS 708/, Grant Accountability and Transparency Act

50 ILCS 205/3, Local Records Act.

105 ILCS 10/, Illinois School Student Records Act.

815 ILCS 530/, Personal Information Protection Act.

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## **4:20 Fund Balances**

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

The Cooperative seeks to maintain a year-end fund balance to revenue ratio of no less than 10-25 percent, as calculated under the Ill. State Board of Education's *School District Financial Profile*.

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

Adopted: August 7, 2020

**Cooperative Association for Special Education (CASE)**

## 4:30 Revenue and Investments

### Revenue

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

### Investments

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

The Chief Investment Officer and Executive Director/Superintendent 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 Cooperative'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 Cooperative 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 Cooperative funds in one or more of the following:

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

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

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one of the three highest

classifications established by at least two standard rating services and that mature not later than three years from the date of purchase, (b) such purchases do not exceed 10% of the corporation's outstanding obligations, and (c) no more than one-third of the Cooperative's funds may be invested in short term obligations of corporations.

5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, school district, the State of Illinois, any other state, or any political subdivision or agency of the State of Illinois or any other state, whether the interest earned is taxable or tax-exempt under federal law. The bonds shall be (a) registered in the name of the municipality, county, or other governmental unit, or held under a custodial agreement at a bank, and (b) rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
7. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by the Cooperative or its governing authority.
8. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.
9. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The Cooperative may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
10. The Illinois School District Liquid Asset Fund Plus.
11. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of the Cooperative, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

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

- a. The securities, unless registered or inscribed in the name of the Cooperative, are purchased through banks or trust companies authorized to do business in the State of Illinois.
- b. The Chief Investment Officer, after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government,

that acts for the Cooperative in connection with repurchase agreements involving the investment of funds by the Cooperative. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements.

- c. A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the Cooperative on the records of the custodial bank and the transaction must be confirmed in writing to the Cooperative by the custodial bank.
- d. Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.
- e. The security interest must be perfected.
- f. The Cooperative enters into a written master repurchase agreement that outlines the basic responsibilities and liabilities of both buyer and seller.
- g. Agreements shall be for periods of 330 days or less.
- h. The Chief Investment Officer informs the custodial bank in writing of the maturity details of the repurchase agreement.
- i. The custodial bank must take delivery of and maintain the securities in its custody for the account of the Cooperative and confirm the transaction in writing to the Cooperative. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for the Cooperative; that the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to the Cooperative's claims to rights to those securities.
- j. The obligations purchased by the Cooperative may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.
- k. The custodial bank shall be liable to the Cooperative for any monetary loss suffered by the Cooperative due to the failure of the custodial bank to take and maintain possession of such securities.

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

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

The Chief Investment Officer and Executive Director/Superintendent 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 select 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 Cooperative with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the Cooperative 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 Cooperative may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The Cooperative may consider factors including:

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

### Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with 30 ILCS 235/6(d). The Board must approve each collateral agreement.

### Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the Cooperative's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board 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 Cooperative'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 Cooperative, 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 Board will determine, after receiving the Executive Director/Superintendent's recommendation,

which fund is in most need of interest income and the Executive Director/Superintendent 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 Board and Cooperative 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 CASE employee having influence on the Cooperative's investment decisions shall:

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

### LEGAL REF.:

30 ILCS 235/, Public Funds Investment Act.

30 ILCS 238/, III. Sustainable Investing Act.

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

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## 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 CASE Board in advance of the Board's first regular monthly meeting or, if necessary, a special meeting. These bills are reviewed by the Board, after which they may be approved for payment by Board order. Approval of all bills shall be given by a roll call vote and the votes shall be recorded in the minutes. The Treasurer shall pay the bills after receiving a Board order or pertinent portions of the Board minutes, even if the minutes are unapproved, provided the order or minutes are signed by the Board Chairperson and Secretary, or a majority of the Board.

The Treasurer is authorized, without any further Board 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 Board.

The Board authorizes the Executive Director/Superintendent or designee to establish revolving funds and a petty cash fund system 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.

### LEGAL REF.:

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

23 Ill.Admin.Code §100.70.

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

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**



# 4:50-E Exhibit - Exhibit - Cooperative Payment Order

## Operational Services

### Exhibit - Cooperative Payment Order

*This statutory order authorizes the Treasurer to pay a Board-approved bill or obligation before meeting minutes are officially approved. Several items may be attached to this form.*

Order Date: \_\_\_\_\_

The Treasurer, \_\_\_\_\_, of the Cooperative Association for Special Education in DuPage County, shall pay to the order of

\_\_\_\_\_ the sum of  
\$ \_\_\_\_\_, for \_\_\_\_\_

By order of the Board of Directors of the Cooperative Association for Special Education.

\_\_\_\_\_  
\_\_\_\_\_  
Board President Date

\_\_\_\_\_  
\_\_\_\_\_  
Secretary Date

DATED : December 7, 2018

**Cooperative Association for Special Education (CASE)**

## 4:55 Use of Credit and Procurement Cards

The Executive Director and employees designated by the Executive Director are authorized to use C.A.S.E. credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the Cooperative's behalf. Credit and procurement cards shall only be used for those expenses that are for the Cooperative'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 Cooperative's best interests.

The Executive Director or designee shall manage the use of C.A.S.E. credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether C.A.S.E. credit and procurement card use by the Executive Director is appropriate.

In addition to the other limitations contained in this and other Board policies, C.A.S.E. 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 Cooperative or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Executive Director or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. The dollar caps are at the Executive Director's and designee's discretion. An alternative follows: "The Director shall limit the amount each cardholder may charge in a single purchase or within a given month and inform the issuing bank of these limitations.
4. The Executive Director or designee must approve the use of a C.A.S.E. 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 Cooperative 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 Executive Director shall implement a process whereby all purchases using a Cooperative 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 C.A.S.E. 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 Executive Director or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the Cooperative credit or procurement card and shall ensure that it is used for the Cooperative's benefit.

### LEGAL REF.:

105 ILCS 5/10-20.21.

23 Ill.Admin.Code §100.70(d).

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

Adopted: January 11, 2019

**Cooperative Association for Special Education (CASE)**

**4:55-E Exhibit - Exhibit - Cardholder's Statement Affirming Familiarity with Requirements for Using Cooperative Credit and/or Procurement Cards**

Operational Services

**Exhibit - Cardholder's Statement Affirming Familiarity with Requirements for Using Cooperative Credit and/or Procurement Cards**

---

Cardholder's Name

---

Cardholder's Address

---

Position

---

Name of Individual who authorized issuance of card.

I affirm that I am familiar with Board Policy 4:55, *Use of Credit and Procurement Cards*, that I understand my responsibilities regarding use of such cards, and that I agree to adhere to all requirements regarding such cards.

---

Cardholder's Signature Date

-----

-----

I provided a copy of this Statement along with a copy of the Board Policy 4:55, *Use of Credit and Procurement Cards*, to the cardholder who signed this statement.

---

Office Personnel Date

DATED : January 11, 2019

**Cooperative Association for Special Education (CASE)**

## 4:60 Purchases and Contracts

The Executive Director/Superintendent shall manage the Cooperative's purchases and contracts in accordance with State 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 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 CASE 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 Executive Director/Superintendent 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 Executive Director/Superintendent or designee shall ensure that it complies with applicable State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 *et seq.*
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the Cooperative in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Executive Director/Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Executive Director/Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the Cooperative's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board Policy 4:70, *Resource Conservation*.
8. Each contractor with the cooperative 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 Cooperative school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the Cooperative's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor

that provides services to students or in schools?, provide the Cooperative with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the Cooperative and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.

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

LEGAL REF.:

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

820 ILCS 130/.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:175 (Convicted Child Sex Offender; Fingerprint-Based Criminal Background Check and/or Screening; Notifications)

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## **4:70 Resource Conservation**

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

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

LEGAL REF.:

105 ILCS 5/10-20.19c.

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

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 4:80 Accounting and Audits

The Cooperative's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Illinois State Board of Education (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 Executive Director/Superintendent, in addition to other assigned financial responsibilities, shall report monthly on the Cooperative'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 Executive Director/Superintendent shall arrange an audit of CASE 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 Executive Director/Superintendent. The Executive Director/Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

### Annual Financial Report

The Executive Director/Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the ISBE. The Executive Director/Superintendent shall review and discuss the Annual Financial Report with the Board before it is submitted.

### Inventories

The Executive Director/Superintendent 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 Cooperative 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 Executive Director/Superintendent shall establish procedures for the management of property acquired by the Cooperative under grant awards that comply with federal and State law.

### Capitalization Threshold

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

### Disposition of Cooperative Property

The Executive Director/Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) Cooperative 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 Executive Director or designee may unilaterally dispose of personal property of a diminutive value. The Executive Director/Superintendent shall establish procedures for the disposition of property acquired by the Cooperative under grant awards that comply with federal and State law.

### Taxable Fringe Benefits



The Executive Director/Superintendent or designee shall: (1) require that all use of CASE property or equipment by employees is for the Cooperative'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 Cooperative 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 Executive 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. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$1000.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Executive Director/Superintendent 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 Cooperative's name or with the Cooperative's Federal Employer Identification Number. Two of the following individuals, the Executive Director/Superintendent, Assistant Director, and/or Executive Assistant, shall sign all checks issued by the Cooperative, except that checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

#### Internal Controls

The Executive Director/Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the Cooperative'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 Executive Director/Superintendent or designee shall annually audit the Cooperative'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.

#### LEGAL REF.:

2 C.F.R. §200 et seq.

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

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

23 Ill.Admin.Code Part 100.

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## 4:100 Insurance Management

The Executive Director/Superintendent 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 each of the following:

1. Liability coverage to insure against any loss or liability of the Cooperative 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 Board's direction or related to any mentoring services provided to the Cooperative's certified 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 certified 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 Executive Directors); and student teachers.
2. Catastrophic accident insurance at the mandated benefit level for student athletes in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Ill. High School Association that results in medical expenses in excess of \$50,000.
3. 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.
4. Workers' Compensation to protect individual employees against financial loss in case of a work-related injury, certain types of disease, or death incurred in an employee-related situation.
5. Employee Insurance Programs.

**Please also refer to the Collective Bargaining Agreement between Board of Directors, C.A.S.E., and C.A.S.E. Education Association, Illinois Education Association-NEA.**

LEGAL REF.:

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

105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, 5/10-22.34b, and 5/22-15.

215 ILCS 5/, Ill. Insurance Code.

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

820 ILCS 219/.

820 ILCS 305/, Workers' Compensation Act.

ADOPTED: September 17, 2010

REVISED: October 5, 2016; August 2, 2019

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

### Notice

The C.A.S.E. Member districts shall be responsible for implementing the free and reduced-price food services policy and all applicable programs.

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

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

105 ILCS 125/ and 126/.

23 Ill.Admin.Code §305.10 et seq.

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 4:160 Environmental Quality of Buildings and Grounds

The Executive Director/Superintendent shall take all reasonable measures to protect: (1) the safety of Cooperative personnel, students, and visitors on Cooperative premises from risks associated with hazardous materials and (2) the environmental quality of the Cooperative's buildings and grounds. Before pesticides are used on Cooperative premises, the Executive Director/Superintendent 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/.

### LEGAL REF.:

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

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

20 ILCS 3130/, Green Buildings Act.

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

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

105 ILCS 140/, Green Cleaning School Act.

225 ILCS 235/, Structural Pest Control Act.

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

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

23 Ill.Admin.Code §1.330.

CROSS REF.: 4:170 (Safety)

Adopted: August 2, 2019

**Cooperative Association for Special Education (CASE)**

## **4:175 Convicted Child Sex Offender; Fingerprint-Based Criminal Background Check and/or 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 Board, Executive Director/Superintendent, or Executive Director/Superintendent's designee. If permission is granted, the Executive Director/Superintendent or Board Chairperson shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Executive Director/Superintendent 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 Executive Director/Superintendent or designee shall develop guidelines for managing his or her presence in school.

### Fingerprint-Based Criminal Background Check and/or Screening

The Executive Director/Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings as required by State law or Board policy for employees; student teachers and student interns; 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 Executive Director/Superintendent or designee shall take appropriate action based on the result of any fingerprint-based criminal background check and/or screening.

### Notification to Parents/Guardians

The Executive Director/Superintendent 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 Executive Director/Superintendent or designee shall serve as the Cooperative contact person for purposes of these laws. The Executive Director/Superintendent 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 Executive Director/Superintendent or Building Principal determines advisable.

### LEGAL REF.:

20 ILCS 2635/, Uniform Conviction Information Act.

720 ILCS 5/11-9.3.

730 ILCS 152/, Sex Offender Community Notification Law.

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

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

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## 4:180 Pandemic Preparedness; Management; and Recovery

The Board of Directors recognizes 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 CASE community for a pandemic, the Executive Director/Superintendent or designee shall: (1) learn and understand how the roles that the federal, State, and local government function; (2) form a pandemic planning team consisting of appropriate CASE personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic school action plan; and (3) build awareness of the final plan among staff, students, and community.

### Emergency School Closing

In the case of a pandemic, 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 Executive Director/Superintendent 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 President and the Executive Director/Superintendent 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 District 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, *Board of Directors 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 Executive Director/Superintendent shall consult with the 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, *Executive Director*, 3:50, *Administrative Personnel Other Than the Executive 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.

### LEGAL REF.:

105 ILCS 5/10-16.7, 5/10-20.5, 5/10-20.56, and 5/10-30.

5 ILCS 120/2.01 and 120/7(e), Open Meetings Act.

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

20 ILCS 3305/, Ill. Emergency Management Agency Act.



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

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the Board), 2:220 (Board of Directors Meeting Procedure), 2:240 (Board Policy Development), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 3:70 (Succession of Authority), 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)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**

**SECTION 5 - PERSONNEL**

**Cooperative Association for Special Education (CASE)**

**General Personnel**

**Cooperative Association for Special Education (CASE)**

## 5:10 Equal Employment Opportunity and Minority Recruitment

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

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this Policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

### Administrative Implementation

The Executive Director/Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the Cooperative's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Executive Director/Superintendent or a Complaint Manager for the Uniform Grievance Procedure.

The Executive Director/Superintendent shall appoint a Title IX Coordinator to coordinate the Cooperative's efforts to comply with Title IX.

The Executive Director/Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the Cooperative's current Nondiscrimination Coordinator and Complaint Managers.

#### **Nondiscrimination Coordinator:**

Natalie Heinrich  
1104 N Main Street, Lombard, IL 60148  
nheinrich@casedupage.com  
630.629.2600

#### **Title IX Coordinator:**

Kari Gibbons  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
kgibbons@casedupage.com  
224.588.4002

#### **Complaint Managers:**

Mary Furbush  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
mfurbush@casedupage.com  
630.942.5600

Steven Smidl  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
ssmidl@casedupage.com  
630.942.5600

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

### Minority Recruitment

The Cooperative 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 Cooperative to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

### LEGAL REF.:

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

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

29 U.S.C. §206(d), Equal Pay Act.

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

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

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

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

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

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

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

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

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

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

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

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

410 ILCS 513/25, Genetic Information Privacy Act.

740 ILCS 174/, Ill. Whistleblower Act.

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

775 ILCS 35/5, Religious Freedom Restoration Act.

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

820 ILCS 70/, Employee Credit Privacy Act.

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

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

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment, At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 8:70 (Accommodating Individuals with Disabilities)

Adopted: October 2, 2020

**Cooperative Association for Special Education (CASE)**

## 5:20 Workplace Harassment Prohibited

CASE expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. CASE employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in 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 Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

CASE will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

### Sexual Harassment Prohibited

CASE 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. CASE provides annual sexual harassment prevention training in accordance with State law.

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

### Making a Report or Complaint

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

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

### Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees 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 Executive Director/Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the CASE's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.

**Nondiscrimination Coordinator:**

Natalie Heinrich  
1104 N Main St, Lombard, IL 60148  
nheinrich@casedupage.com  
630.629.2600

**Title IX Coordinator:**

Kari Gibbons  
22W600 Butterfield Rd., Glen Ellyn, IL 60137  
kgibbons@casedupage.com  
224.588.4002

**Complaint Managers:**

Mary Furbush  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
mfurbush@casedupage.com  
630.942.5600

Steven Smidl  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137  
ssmidl@casedupage.com  
630.942.5600

Investigation Process

Any CASE 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 CASE'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 Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, 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; Conduct, and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

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

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

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



*Procedure, or policy 2:260, Uniform Grievance Procedure.*

### Enforcement

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

### Retaliation Prohibited

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

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

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

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

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

### LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

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

Oncale v. Sundowner Offshore Services, 523 U.S. 75 (1998).

Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).

Sangamon County Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

Vance v. Ball State University, 133 S. Ct. 2434 (2013).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

Adopted: October 2, 2020

**Cooperative Association for Special Education (CASE)**

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

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

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

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

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act (5 ILCS 430/70-5, amended by P.A.s 100-554 and 101-221) 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 Board of Directors of the Cooperative Association for Special Education, DuPage County, 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 7th day of February, 2020.

Attested by: Dr. David Larson, Board President

Attested by: Kari Gibbons, Board Secretary

**Cooperative Association for Special Education (CASE)**

## 5:30 Hiring Process and Criteria

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

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

### Job Descriptions

The Board maintains the Executive Director/Superintendent's job description and directs, through policy, the Executive Director/Superintendent, in his or her charge of the CASE's administration.

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

### Investigations

The Executive Director/Superintendent 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 Executive Director/Superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Executive Director/Superintendent or designee, or if the applicant is a successful Executive Director/Superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Executive Director/Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for purposes of clarifying the information, the Ill. Dept. of State Police and/or Statewide Sex Offender Database. The 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.

CASE 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 CASE employee, then the Board must consider that person's status as a condition of employment.

The Executive Director/Superintendent shall ensure that CASE does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. CASE 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. CASE 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. CASE 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. CASE does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. CASE does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation, unless the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer.
6. CASE does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. CASE 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. CASE provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

### 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 Cooperative.

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

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

### LEGAL REF.:

105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/21B-10, 5/21B-80, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and 5/24-5.

20 ILCS 2630/3.3, Criminal Identification Act.

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

820 ILCS 70/, Employee Credit Privacy Act.

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

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

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

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

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Executive Director), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Fingerprint-Based Criminal Background Check and/or Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:280 (Educational Support Personnel - Duties and Qualifications)

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

## 5:35 Compliance with the Fair Labor Standards Act

### Job Classifications

The Executive Director/Superintendent 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 CASE employees will be 12:00 a.m. Monday until 11:59 p.m. Sunday. 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 Executive Director/Superintendent 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 Executive Director/Superintendent. 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 Executive Director/Superintendent or designee shall implement the policy in accordance with the FLSA, including its required notices to employees. In the event of a conflict between the policy and State or federal law, the latter shall control.

### LEGAL REF.:

820 ILCS 105/4a.

Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, 29 C.F.R. Parts 516, 541, 548, 553, 778, and 785.

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

Adopted: June 5, 2020

# Cooperative Association for Special Education (CASE)



## 5:40 Communicable and Chronic Infectious Disease

The Executive Director/Superintendent or designee shall develop and implement procedures for managing known or suspected cases of a communicable and chronic infectious disease involving C.A.S.E. employees that are consistent with State and federal law, Illinois Department of Public Health rules, and Board policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the Executive Director/Superintendent immediately. The Executive Director/Superintendent shall hold the employee's medical condition and records in strictest confidence, except to the extent allowed by law.

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

### LEGAL REF.:

Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; 29 C.F.R. §1630.1 et seq., amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325.

Rehabilitation Act of 1973, 29 U.S.C. §791; 34 C.F.R. §104.1 et seq.

Department of Public Health Act, 20 ILCS 2305/6.

105 ILCS 5/24-5.

Personnel Record Review Act, 820 ILCS 40/.

Control of Communicable Diseases, 77 Ill.Admin.Code Part 690.

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

Adopted: August 10, 2020

**Cooperative Association for Special Education (CASE)**

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

All CASE workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on CASE premises or while performing work or being *on call* for CASE:

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 CASE premises or while performing work for CASE 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 CASE premises or while performing work for Cooperative 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. CASE considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms listed in the Cannabis Regulation and Tax Act (CRTA).

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

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

For purposes of this policy, *CASE premises* means workplace as defined in the CRTA in addition to CASE 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 the Board policy respecting a drug-and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on CASE premises or while performing work for CASE, 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 Executive Director/Superintendent 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 CASE 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 CASE may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the CASE to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

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

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

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

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

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

### CASE 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 CASE 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 Executive Director/Superintendent shall notify the appropriate State or federal agency from which CASE 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*.

### LEGAL REF.:

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

Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.

Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.

Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.

30 ILCS 580/, Drug-Free Workplace Act.

105 ILCS 5/10-20.5b.

410 ILCS 82/, Smoke Free Illinois Act.

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

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

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

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

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

23 Ill.Admin.Code §22.20.

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

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

## 5:60 Expenses

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

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

### Advancements

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

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

### Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Executive Director/Superintendent 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 Cooperative'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 Cooperative's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

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

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

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

### Registration

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

### Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

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

### Meals

Meals charged to the Cooperative should represent mid-fare selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

### Lodging

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

### Miscellaneous Expenses

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

### Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Executive Director/Superintendent 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 Cooperative funds consistent with this policy.

LEGAL REF.:

2 C.F.R. §200.474.

30 ILCS 708/130, Grant Accountability and Transparency Act.

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

105 ILCS 5/10-22.32.

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

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

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

## 5:60-E1 Exhibit - Employee Expense Reimbursement Form

Submit to the Executive Director. 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: \_\_\_\_\_

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)**

Auto Travel Allowance: \_\_\_\_\_ per mile

Date	Mileage		Comm. Travel Expenses	Lodging	Meals			Other		Daily Total
	Miles	Cost			Bkfst	Lunch	Dinner	Item	Cost	
<b>Subtotal</b>										
<b>Advances</b>									-	
<b>TOTAL</b> (A negative amount indicates refund due from employee.)									\$	

Director (below maximum allowable amount):  Approved  Denied

Approved in Part

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Action (exceeds maximum allowable amount):  Approved  Denied

Approved in Part

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_



DATED:December 2, 2016

**Cooperative Association for Special Education (CASE)**

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

Submit to the Executive Director. Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements. Please print.

Name: \_\_\_\_\_ Title/Office: \_\_\_\_\_

Travel Destination: \_\_\_\_\_ Purpose: \_\_\_\_\_

**Estimated Expenses Approval Requested** (50 ILCS 150/20)

**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

Date	Mileage		Comm. Travel Expenses	Lodging	Meals		
	Miles	Cost			Bkfst	Lunch	Dinner
<b>Total</b>							

**Director** (*below maximum allowable amount*):  **Approved**  **Denied**

**Approved in Part**

Executive Director Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**Approved in Part**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

DATED: December 2, 2016

**Cooperative Association for Special Education (CASE)**

## **5:70 Religious Holidays**

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

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

LEGAL REF.:Religious Freedom Restoration Act, 775 ILCS 35/15.

Illinois Human Rights Act, 775 ILCS 5/2-101 and 5/2-102.

ADOPTED:November 7, 2014

**Cooperative Association for Special Education (CASE)**

## **5:80 Court Duty**

**Please refer to the current Collective Bargaining Agreement between Board of Directors, C.A.S.E. and C.A.S.E. Education Association, Illinois Education Association - NEA.**

### **For those not covered by this Agreement:**

The Cooperative will pay full salary during the time an employee is absent due to court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court. The Cooperative will deduct any fees received for such duties, less mileage and meal expenses, from the employees compensation, or make arrangements for the employee to endorse the fee check to the Cooperative.

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

LEGAL REF.:

105 ILCS 5/10-20.7.

Adopted: August 26, 2020

**Cooperative Association for Special Education (CASE)**

## 5:90 Abused and Neglected Child Reporting

Any CASE employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any CASE employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Executive Director/Superintendent or Building Principal that a report has been made. The Executive Director/Superintendent 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 CASE 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 CASE employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at [report.cybertip.org/](http://report.cybertip.org/) or [www.missingkids.org](http://www.missingkids.org). The Executive Director or Building Principal shall also be promptly notified of the discovery and that a report has been made.

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

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

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

All CASE employees shall:

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

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

### 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 CASE 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 Executive Director/Superintendent or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform CASE 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 CASE from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

#### Special Executive Director/Superintendent Responsibilities

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

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

#### Special School 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 Executive Director/Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board determines that any CASE 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.

#### LEGAL REF.:

105 ILCS 5/10-21.9.

20 ILCS 1305/1-1 et seq., Department of Human Services Act.

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

720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the School Board), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited)

Adopted: February 7, 2020

# Cooperative Association for Special Education (CASE)



## 5:100 Staff Development Program

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

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

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

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

1. At least, once every two years, training of all CASE staff by a person with expertise on anaphylactic reactions and management.
2. At least every two years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides CASE staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for licensed school personnel and administrators who work with students in grades kindergarten through 12 to identify the warning signs of mental illness and suicidal behavior in youth along with appropriate intervention and referral techniques.
5. Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training as follows:
  - a. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect (see Policy 5:90, *Abused and Neglected Child Reporting*).
  - b. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years (see policy 5:90, *Abused and Neglected Child Reporting*).
  - c. Informing educators about the recommendation in the *Erin's Law* Taskforce Report requesting them to attend continuing professional development programs that address the prevention and identification of child sexual abuse (see Policy 5:90, *Abused and Neglected Child Reporting*).
6. Education for staff instructing students in grades 7 through 12, concerning teen dating violence as recommended by the Cooperative's Nondiscrimination Coordinator or Complaint Manager.
7. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

8. Annual continuing education and/or training opportunities (*professional standards*) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three-year period.
9. Every two years, school personnel who work with students must complete an in-person or online training program on the management of asthma, the prevention of asthma symptoms, and emergency response in the school setting.
10. Instruction in violence prevention and conflict resolution for teachers in grades kindergarten through 12.
11. Training for school personnel to develop cultural competency, including understanding and reducing implicit racial bias.
12. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
13. For nurses, administrators, guidance counselors, teachers, persons employed by a local health department and assigned to a school, and persons who contract with CASE to perform services in connection with a student's seizure action plan, training in the basics of seizure recognition, first aid, and appropriate emergency protocols.
14. For all CASE staff, annual sexual harassment prevention training.

The Executive Director/Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with the CASE member Districts' policies on suicide and depression awareness and prevention.

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

#### LEGAL REF.:

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b, Pub. L. 111-296.

7 C.F.R. Parts 210 and 235.

105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/22-80(h), and 5/24-5.105 ILCS 25/1.15, Interscholastic Athletic Organization Act.

105 ILCS 150/25, Seizure Smart School Act.

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

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 49/, Good Samaritan Act.

775 ILCS 5/2-109, Ill. Human Rights Act.

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

77 Ill.Admin.Code §527.800.

CROSS REF.: 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Director),

4:160 (Environmental Quality of Buildings and Grounds), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:285 (Food Allergy Management Program), 7:290 (Suicide and Depression Awareness and Prevention)

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

## 5:120 Employee Ethics; Conduct; and Conflict of Interest

### Professional and Appropriate Conduct

All CASE employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

### Statement of Economic Interests

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act, 5 ILCS 420/4A-101:

1. Executive Director;
2. Building Principal;
3. Head of any department;
4. Any employee who, as the Cooperative'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 CASE employees. Students shall not be used in any manner to promote a political candidate or issue.

### Prohibited Interests; Conflict of Interest; and Limitation of Authority

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

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

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

or two above.

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

#### 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.

Any outside employment on behalf of students who are eligible for or receiving CASE services creates a possible conflict of interest. Accordingly, CASE employees may not accept outside employment on behalf of any student who is enrolled in any CASE member district or who receives services in any CASE operated program for special education students unless approved in writing by the Executive Director/Superintendent or his/her designee.

Incorporated

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

LEGAL REF.:

U.S. Constitution, First Amendment.

2 C.F.R. §200.318(c)(1).

5 ILCS 420/4A-101, Ill. Governmental Ethics Act.

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

30 ILCS 708/, Grant Accountability and Transparency Act.

50 ILCS 135/, Local Governmental Employees Political Rights Act.

105 ILCS 5/10-22.39 and 5/22-5.

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

775 ILCS 5/5A-102, Ill. Human Rights Act.

23 Ill.Admin.Code Part 22, Code of Ethics for Illinois Educators.

Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).

Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct)

Adopted: February 7, 2020

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

### Definitions

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

**Social media** - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. Without limitation, this includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube*.

**Personal technology** - Any device that is not owned or leased by the Cooperative or otherwise authorized for Cooperative use and which is designed to: (1) transmit sounds, images, text, messages, videos, or electronic information, (2) electronically record, play, or store information, or (3) access the Internet, or private communication or information networks. This includes desktop computers, laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

### Usage of Conduct

All Cooperative employees who use personal technology and social media shall:

1. Adhere to the high standards for appropriate school relationships required by Policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest* at all times, regardless of the ever-changing social media and personal technology platforms available. Do not post images or private information in a manner readily accessible to students and other employees that is inappropriate for those persons to view. Without limitation, this includes content prohibited by Policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Use a Cooperative-provided or supported method whenever possible to communicate with staff members, students and parents/guardians for legitimate school-sponsored functions or for genuine school purposes. Specifically, do not text or email students using personal technology and do use Cooperative-provided media to communicate with students and parents/guardians regarding school matters.
3. Do not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or Cooperative employees without proper approval. For Cooperative employees, proper approval may include implied consent under the circumstances.
5. Refrain from using the Cooperative's logos without permission from the Executive Director/Superintendent or designee and follow Board Policy 5:170, *Copyright*, and all Cooperative copyright compliance procedures.
6. Use personal technology and social media for personal purposes only during non-work times or hours, except in the case of emergencies. Any use at school or school functions must be during duty-free periods and must occur during such times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
7. Assume any and all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate materials

through the staff member's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its staff members' personal technology and social media.

8. Be subject to remedial and any other appropriate disciplinary action for violations for 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 Cooperative relating to, or arising out of, any violation of this policy.

The Executive Director/Superintendent shall:

1. Inform Cooperative employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, Employee Ethics: Conduct; and Conflict of Interest.
2. Direct Building Principals to annually:
  - a. Provide their building staff with a copy of this policy.
  - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
  - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with the community.
4. Ensure that no one for the Cooperative, or on its behalf, requests of an employee or applicant access in any manner to his or her social networking website or requests to passwords to such sites.
5. Periodically review this policy and any procedures with any Cooperative employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.:

105 ILCS 5/21B-75 and 5/21B-80.

Ill. Human Rights Act, 775 ILCS 5/5A-102.

Code of Ethics for Ill. Educators, 23 Ill.Admin.Code §22.20.

Ill. Right to Privacy in the Workplace Act, 820 ILCS 55/20(b)

Garcetti v. Ceballos, 547 U.S. 410 (2006).

Pickering v. High School Dist. 205, 391 U.S. 563 (1968).

Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

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

Adopted: January 10, 2020

## **5:130 Responsibilities Concerning Internal Information**

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

### **LEGAL REF.:**

Family Educational and Privacy Rights Act, 20 U.S.C. §1232g.

Uses and Disclosures of Protected Health Information; General Rules, 45 C.F.R. §164.502.

Ill. Freedom of Information Act, 5 ILCS 140/.

Local Records Act, 50 ILCS 205/.

105 ILCS 10/.

Personnel Record Review Act, 820 ILCS 40/.

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

Adopted: August 10, 2020

**Cooperative Association for Special Education (CASE)**



## 5:150 Personnel Records

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

### **For those not covered by this Agreement:**

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

The Executive Director/Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Executive Director/Superintendent shall 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 CASE employee and was the subject of a report made by a CASE employee to DCFS.

When requested for information about an employee by an entity other than a prospective employer, the Cooperative will only confirm position and employment dates unless the employee has submitted a written request to the Executive Director/Superintendent or designee.

### LEGAL REF.:

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 46/10, Employment Record Disclosure Act.

820 ILCS 40/, Personal Record Review Act.

23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to Cooperative Public Records), 7:340 (Student Records)

Adopted: September 23, 2020

## 5:170 Copyright

### Works Made for Hire

The Executive 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 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 the Cooperative 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 Cooperative's copyright compliance procedures and to obey the copyright laws. The Cooperative is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Executive Director or designee whenever the staff member is uncertain about whether using or copying material complies with the Cooperative'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 Executive Director or designee, install or download any program on a C.A.S.E.-owned technology. At no time shall it be necessary for a C.A.S.E. staff member to violate copyright laws in order to properly perform his or her duties.

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

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

#### **District DMCA Agent:**

Mary Furbush  
22W600 Butterfield Road, Glen Ellyn, IL 60137  
mfurbush@casedupage.com  
630/942-5600

#### LEGAL REF.:

Federal Copyright Law of 1976, 17 U.S.C. §101 et se

105 ILCS 5/10-23.10.

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

Adopted: August 26, 2020

**Cooperative Association for Special Education (CASE)**

## 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, CASE-paid insurance programs, etc.) will be deducted from the Cooperative's compensation liability to the employee. The Board of Directors' intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of their gross salary.

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

If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may begin dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. The Executive Director/Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the 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 the Cooperative's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant if the examination is job-related and consistent with business necessity.

**Please also refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

LEGAL REF.:

42 U.S.C. §12101 et seq., Americans with Disabilities Act.

105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.

Elder v. School Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

School District No. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Adopted: August 26, 2020

**Cooperative Association for Special Education (CASE)**

## 5:185 Family and Medical Leave

The U.S. Department of Labor's rules ("federal rules") implementing the Family and Medical Leave Act ("FMLA"), as they may be amended from time to time, control FMLA leave.

### Eligibility

Any C.A.S.E. employee who has been employed for at least 12-months and who has worked a minimum of 1,250 hours in the preceding twelve months may take an unpaid leave of absence for one or more of the following reasons:

- In order to provide care for a son or daughter during the 12-month period after the birth of that child;
- In order to provide care for a son or daughter during the 12-month period after the child is adopted or placed in foster care of the employee;
- In order to provide care for a son, daughter, spouse or parent with a serious health condition;
- In order to recover from or treat the serious health condition of the employee;
- 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; or
- 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 in federal rules.

An eligible employee may take FMLA leave for up to a combined total of 12 work weeks of unpaid leave for the above-stated reasons during a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

Additionally, leave may be taken in increments of less than 12 weeks. An employee also may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules. Any leave taken for the above-stated purposes will be counted towards the 12 weeks of allowed FMLA leave. However, C.A.S.E. 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 National Guard or Reserve military service or when a written agreement exists concerning C.A.S.E.'s intention to rehire the employee.

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.

Spouses who are eligible for FMLA leave and who are both employed by C.A.S.E. will be limited to a combined total of 26 weeks to care for a covered servicemember as specified above and to a combined 12 weeks of unpaid FMLA leave during any 12-month period if the leave is taken:

- for birth of the employee's son or daughter or to care for the child after birth;
- for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- to care for the employee's parent with a serious health condition.

### "Serious Health Condition"

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or continuing

treatment by a health care provider. A serious health condition involving continuing treatment by health care provider includes:

(1) Incapacity for more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- a. treatment two or more times by a health care provider, or a nurse or physician's assistant under the direct supervision of a health care provider, or a provider of health care services (e.g., a physical therapist) under orders of, or referral by, a health care provider; or
- b. treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(2) Any period of incapacity due to pregnancy, or prenatal care.

(3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A "chronic serious health condition" is one that requires at least two visits to a health care provider (or other health care professional under the supervision of a health care provider) per year; continues over an extended period of time; and may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, or epilepsy).

(4) A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's disease, stroke, or a terminal disease). In such instances the individual must be under the supervision of, but need not be receiving active treatment from, a health care provider.

(5) A period of absence to receive or recover from multiple treatments by, or as prescribed by, a health care provider either for restorative surgery after an accident or other injury or for a condition (including but not limited to cancer, severe arthritis or kidney disease) that would likely result in a period of incapacity of more than three consecutive days in absence of medical intervention or treatment.

The term "treatment," as used in this Policy, includes: examinations to determine if a serious health condition exists and evaluations of the condition; a regimen of therapy requiring special equipment to resolve or alleviate a health condition (e.g., oxygen); or a course of prescription medication. The term "treatment", however, does not include routine physical, eye, or dental examinations; conditions for which cosmetic treatments are administered (unless treatment involves inpatient hospital care or complications arise); or a regimen of treatment that consists of taking over-the-counter medications, bed-rest, drinking fluids, exercise, or other similar activities that can be initiated without a visit to a health care provider.

Substance abuse may constitute a serious health condition under this policy if the condition satisfies the definition set forth in sections II(A) or II(B) above.

An employee may not only take FMLA leave due to treatment for substance abuse by a health care provider, or a provider of health care services on referral by a health care provider. Absence resulting from the employee's substance use, but unrelated to treatment, does not qualify for FMLA leave.

### Notice

Employees must provide at least 30 days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of family member. If 30 days' notice is not practicable because of lack of knowledge of a medical emergency, notice must be given as soon as practicable. Medical certification or other documentation will be required by C.A.S.E. to support the request for leave.

Further, C.A.S.E 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.

C.A.S.E 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, C.A.S.E. may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) C.A.S.E. 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 C.A.S.E. within 15 calendar days after the request. C.A.S.E. may request recertification every 6 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.

When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered servicemember.

When the leave is because of a qualified exigency, the employee must provide 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 in support of a contingency operation, and the dates of the covered military member's active duty service.

When the approximate timing of, or the need for, leave is not foreseeable, an employee should give notice as soon as practicable under the facts and circumstances. It is expected that an employee will give notice within two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.

The regulations now provide that C.A.S.E. may retroactively designate leave as FMLA leave by providing the affected employee with the general written designation notice required by Section 825.300, provided C.A.S.E.'s failure to timely designate leave does not cause harm or injury to the employee. C.A.S.E. and the employee may also mutually agree that the leave be retroactively designated as FMLA leave.

The employee should provide notice in writing to the Executive Director or his/her designee. However, notice may be provided in person, by telephone, telegraph, fax transmittal or other electronic means. If the employee is unable to personally provide notice, notice may be given by the employee's spokesperson (e.g., spouse, adult family member or other responsible person).

### Return from Leave

An employee returning from leave of 12 weeks or less under this policy will be restored to his or her former position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee's position will not be held beyond twelve weeks unless required pursuant to a collective bargaining agreement. An employee who fails to return to work at the expiration of his or her leave will be considered to have abandoned his or her position. The employee will not accrue seniority or benefits during the leave. 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.

Upon return from the employee's FMLA, C.A.S.E. may require the employee to participate in the Advantage EAP, "Fitness for Duty" program.

### Concurrent Use of Benefit Days

Employees are required to use accrued sick/personal and/or vacation days concurrently with any leave taken pursuant to this policy, subject to applicable restrictions in the Board rules and/or collective bargaining agreements. Additionally, leaves of absences provided for by collective

bargaining agreements, Board rules, or other Board policies may be taken for the above-stated reasons, and will be counted towards the employee's 12 weeks of allowed FMLA leave. To the extent an employee is covered by a collective bargaining agreement with a provision that provides leaves of absence benefits which are greater than those described in this policy, the provision of the collective bargaining agreement shall govern.

All approved worker's compensation time off greater than three working days shall run concurrently with any eligible FMLA.

### Healthcare Benefits

During the 12-week period of approved FMLA leave, an employee's health care benefits will be maintained, so long as the employee continues to make his or her employee contribution as appropriate. C.A.S.E. may recover the premium that C.A.S.E. paid for maintaining coverage for the employee if the employee fails to return to work at the expiration of the FMLA leave. The employee's return shall be excused consistent with the FMLA regulations found at 29 CFR 825.213, if the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of either a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered servicemember, which would otherwise entitle the employee to leave under FMLA; or (2) other circumstances beyond the employee's control.

### Instructional Employees

Instructional Employees, defined as those whose principle function is to teach and instruct students in a class, small group, or an individual setting, are subject to special FMLA leave rules:

- (1) Leave taken for a period that ends with the school year begins the next semester is leave taken consecutively rather than intermittently and any period during the summer vacation when the employee would not have been required to report for work is not counted against the employee's FMLA leave entitlement.
- (2) If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employee will be required to take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment or may be transferred to an available alternate position.
- (3) If an instructional employee does not give required notice of foreseeable FMLA leave (see above) to be taken intermittently or on a reduced leave schedule, the employee may be required to take an FMLA leave of a particular duration or to delay taking the leave until the notice provision has been met.
- (4) If an instructional employee begins a leave more than five weeks before the end of a semester, the leave would last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the employee may be required to continue taking the leave until the end of the semester.
- (5) If an instructional employee begins a leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the leave would last more than two weeks, and the employee would return to work during the two-week period before the end of the semester, the employee may be required to continue taking the leave until the end of the semester.
- (6) If an instructional employee begins a leave for a purpose other than the employee's own serious health condition during the three-week period before the end of the semester, and the leave would last more than five working days, the employee may be required to continue taking the leave until the end of the semester.

### Key Employees

"Key employees" are defined as those salaried FMLA-eligible employees who are among the highest paid ten percent of all C.A.S.E. employees. A key employee may be denied reinstatement after an FMLA leave if the Board determines that reinstatement will cause substantial and grievous economic injury to C.A.S.E. operations.

If the Board believes that reinstatement may be denied to a key employee, the Board will give the employee written notice that she or he qualifies as a key employee, and will fully inform the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the Board determines that the employee will not be reinstated from FMLA leave. The Board will provide said notice and information at the time the employee gives notice of the need for FMLA leave, or when FMLA leave begins, if earlier. If the notice cannot be given immediately because of the need to determine whether the employee qualifies as a key employee, the notice will be given as soon as practicable. The notice will be served either in person or by certified mail, and will explain the basis for the Board's finding that substantial and grievous economic injury will result, and, if leave has commenced, will provide the employee a reasonable time in which to return to work, taking into account the circumstances, such as the length of the leave and the urgency of the need for the employee to return.

If the employee does not return to work in response to the Board's notification of intent to deny restoration, the employee continues to be entitled to maintenance of health benefits and the Board may not recover the cost of health benefit premiums. The employee's rights under the FMLA continue unless and until the employee either gives notice that s/he no longer wishes to return to work or the Board actually denies reinstatement at the conclusion of the leave period.

After notice to the employee that substantial and grievous economic injury will result if the employee is reinstated to employment, an employee is still entitled to request reinstatement at the end of the leave period even if the employee did not return to work in response to the Board's notice. The Board must then again determine whether there will be substantial and grievous economic injury from reinstatement, based on the facts at that time. If it is determined that substantial and grievous injury will result, the Board shall notify the employee in writing (in person or by certified mail) of the denial of restoration.

### Implementation

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

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

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

ADOPTED:September 2, 2016

**Cooperative Association for Special Education (CASE)**



**Professional Personnel**

**Cooperative Association for Special Education (CASE)**

## 5:190 Teacher Qualifications

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

- a. Have a valid Illinois Professional Educator License issued by the State Executive Director of Education with the required endorsements as provided in the School Code.
- b. Provide the Cooperative administrative office with a complete transcript of credits earned in institutions of higher education.
- c. On or before September 15 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Cooperative administrative office with a transcript of any credits earned since the date the last transcript was filed.
- d. Notify the Executive Director/Superintendent of any change in the teacher's transcript.

The Executive Director/Superintendent or designee shall:

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

**Please also refer to the current Contractual Agreement between Board of Directors, CASE and CASE Educational Association, Illinois Education Association - NEA.**

LEGAL REF.:

20 U.S.C. §6312(e)(1)(A).

105 ILCS 5/10-20.15, 5/21-11.4, 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.

23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

Adopted: January 10, 2020

**Cooperative Association for Special Education (CASE)**

## **5:200 Terms and Conditions of Employment and Dismissal**

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

### Duty-Free Lunch

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.

**Please also refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### School Calendar

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### Nursing Mothers

CASE accommodates employees who are nursing mothers according to provisions in the Nursing Mothers in the Workplace Act and Federal Law.

### Salary

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### Assignments and Transfers

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### School Social Worker Services Outside of CASE Employment

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

### Dismissal

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### Evaluation

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association – NEA.**

### LEGAL REF.:

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.

820 ILCS 260/1 et seq.

23 Ill.Admin.Code Parts 50 (Evaluation of Educator Licensed Employees) and 51 (Dismissal of Tenured Teachers).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532(1985).

CROSS REF.: 6:20 (School Year Calendar and Day)

Adopted: October 2, 2020

**Cooperative Association for Special Education (CASE)**

## **5:210 Resignations**

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

LEGAL REF.:

105 ILCS 5/24-14.

Park Forest Heights School Dist. v. State Teacher Certification Bd., 842 N.E.2d 1230 (Ill.App.1st 2006).

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

## 5:220 Substitute Teachers

The Executive Director/Superintendent or designee may employ substitute teachers as necessary to replace teachers who are temporarily absent.

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

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the Cooperative 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 Cooperative only for a period not to exceed 120 paid school days.
3. A short term substitute teacher holding a short-term substitute teaching license may teach for any one licensed teacher under contract with the Cooperative only for a period not to exceed five consecutive school days.

The Illinois Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year, but not more than 100 paid days in the same classroom. Beginning July 1, 2021, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 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 Cooperative's short-term substitute teacher training program. Short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

### Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the Cooperative 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 Executive Director/Superintendent or designee shall notify the appropriate Regional Office of Education within five business days after the employment of a substitute teacher in an emergency situation.

### LEGAL REF.:

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

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

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

Adopted: October 2, 2020

# Cooperative Association for Special Education (CASE)

## 5:240 Suspension

### Suspension Without Pay

The Executive Director, or his/her designee, may suspend a professional employee (for up to ten (10) employment days) without pay for misconduct that is detrimental to C.A.S.E. The Board of Directors may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a professional employee as a disciplinary measure for misconduct that is detrimental to C.A.S.E.

Misconduct that is detrimental to C.A.S.E. 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; and
- Other sufficient causes.

The Executive 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 Board of Directors or a Board-appointed hearing examiner before it is imposed. Prior to a suspension without pay, the employee will be notified of the charges by the Executive Director or designee and have an opportunity to explain or rebut the charges at a meeting with the Executive Director or designee. The employee will be provided with a written notice of suspension.

The employee may request a hearing to appeal the suspension without pay within five (5) calendar days after receiving the notice of suspension. In the event of an appeal, the suspension will be implemented pending the appeal at the discretion of the Executive Director. The Board or Board-appointed hearing officer will conduct the hearing. The Board or its designee shall notify the professional employee of the alleged charges and the date and time of the hearing. The hearing will be conducted in accordance with procedures adopted by the Board. If the employee does not appeal the suspension, the Executive Director or designee shall report the action to the Board at its next regularly scheduled meeting.

### Suspension With Pay

The Board or Executive Director or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in C.A.S.E.'s best interests, (2) as a disciplinary measure for misconduct that is detrimental to C.A.S.E. as defined above, or (3) pending a hearing before the Board or a hearing officer to consider further discipline, including dismissal from employment.

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

### Employees Under Investigation by Illinois Department of Children and Family Services (DCFS)

Upon receipt of a DCFS recommendation that C.A.S.E. remove an employee from his or her position pending the outcome of a DCFS investigation for which the employee is the subject and that is related to his or her employment with C.A.S.E., the Board or Executive 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. Suspend the employee with or without pay according to the above paragraph.

Repayment of Compensation and Benefits

If a professional employee is suspended with pay, 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 C.A.S.E. all compensation and the value of all benefits received by the employee during the suspension. The Executive Director or designee will notify the employee of this requirement when the employee is suspended.

LEGAL REF.:

5 ILCS 430/5-60(b).

105 ILCS 5/24-12.

325 ILCS 5/7.4(c-10).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).

Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).

Massie v. East St. Louis Sch. District No.189, 203 Ill.App.3d 965 (5th Dist. 1990).

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

ADOPTED: April 6, 2018

**Cooperative Association for Special Education (CASE)**

## 5:250 Leaves of Absence

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

### Sick and Bereavement Leave

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

#### **For those not covered by this Agreement:**

Each full-time professional staff member is granted 14 days sick leave each school year at full pay. Unused days are allowed to accumulate to 340 days. Sick leave is defined in State law as: Personal illness; quarantine at home; death, illness, injury or medical appointment of a family member (child [biological, adopted, ward], spouse, domestic partner, sibling, parent, mother- or father-in-law, grandchild, grandparent or stepparent); or birth, adoption, or placement for adoption.

As a condition for paying sick leave after three days absence for personal illness or 30 days for birth or as the Board or Executive Director/Superintendent deem necessary in other cases, the Board or Executive Director/Superintendent 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 chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice registered nurse to perform health examinations, (4) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Executive Director/Superintendent requires a certificate during a leave of less than three days for personal illness, CASE shall pay the expenses incurred by the employee.

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

### Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Illinois Child Bereavement Leave Act, 820 ILCS 154/) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member's child, or (3) grieving the death of the staff member's child, without any adverse employment action.

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

### Sabbatical Leave

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

Leaves for Service in the Military

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

General Assembly Leave

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

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

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

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

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

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

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

Association Leave, Emergency/Business Leave

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

**Other Unpaid Leaves** - New Child Leave, Disability Leave, Exchange Leave, Educational Organization Leave, Exploratory Leave, General Leave, Nontenured Licensed Employees Leave, Graduate Internship Leave

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

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 Cooperative, 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 Cooperative's employees may be absent to serve as election judges on the same Election Day.

LEGAL REF.:

10 ILCS 5/13-2.5

105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147/, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

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

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

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

## 5:260 Student Teachers and Student Interns

The Executive Director/Superintendent is authorized to accept students from university-approved teacher-training programs to do student teaching or required student internships in the Cooperative or participate in a student internship.

Before permitting an individual to student teach in the Cooperative, the Executive Director/Superintendent or designee shall ensure that:

1. The Cooperative performed a background check as required by 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 student teacher background check as required by 105 ILCS 5/10-21.9(g) shall include:

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

Each individual who will be student teaching or beginning a required internship must provide the Cooperative with written authorization for, and pay the costs of, his or her background check (including any applicable vendor's fees). Upon receipt of this authorization and payment, the Executive Director/Superintendent or designee will submit the student teacher's name, sex, race, date of birth, social security number, fingerprint images, and other identifiers, as prescribed by the Department of State Police, to the Department of State Police. The Executive Director/Superintendent or designee will provide each student teacher with a copy of his or her report.

### Assignment

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

### LEGAL REF.:

Adam Walsh Child Protection and Safety Act, P.L. 109-248.

Uniform Conviction Information Act, 20 ILCS 2635/1.

105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 4:175 (Convicted Child Sex Offender; Fingerprint-Based Criminal Background Check and/or Screening; Notifications), 5:190 (Teacher Qualifications)

Adopted: January 10, 2020

**Educational Support Personnel**

**Cooperative Association for Special Education (CASE)**

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

### Employment At-Will

Unless otherwise specifically provided, C.A.S.E. employment is at-will, meaning that employment may be terminated by C.A.S.E. or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in 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 Executive 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

**Please refer to the current Collective Bargaining Agreement between Board of Directors, C.A.S.E. and C.A.S.E. Education Association, Illinois Education Association - NEA.**

#### **For those not covered by this Agreement:**

The Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month.

### Assignment

**Please refer to the current Collective Bargaining Agreement between Board of Directors, C.A.S.E. and C.A.S.E. Education Association, Illinois Education Association - NEA.**

#### **For those not covered by this Agreement:**

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

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

Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013).

Cook v. Eldorado Community Unit School District, No. 03-MR-32 (Ill.App.5, 2004).

Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (Ill.App.1, 1985), *aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987).

Kaiser v. Dixon, 468 N.E. 2d 822 (Ill.App.2, 1984).

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

ADOPTED:November 6, 2015

# Cooperative Association for Special Education (CASE)



## 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 discretion or pursuant to Illinois State Board of Education regulations.

### Paraprofessional

Paraprofessionals assist in the instruction of pupils. Employment as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the 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 or teacher aides, and the requirements in this section do not apply. In addition, individuals who are completing their clinical experiences and/or student teaching do not need to comply with this section, provided they otherwise qualify for instructional duties under ISBE rules.

### Nonlicensed Personnel Working with Students and Performing Non-Instructional Duties

Nonlicensed personnel performing non-instructional duties may be used:

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

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

### LEGAL REF.:

34 C.F.R. §200.58.

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

625 ILCS 5/6-104 and 5/6-106.1.

23 Ill.Admin.Code §§1.280, 1.630, and 25.510.

CROSS REF.: 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 6:250 (Community Resource Persons and Volunteers)

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

## **5:290 Employment Termination and Suspensions**

### Resignation

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

### Retirement

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

#### **For those not covered by this Agreement:**

An employee planning to retire should notify his or her supervisor at least two months before the retirement date.

### Non-RIF Dismissal

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

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Executive Director/Superintendent is responsible for making dismissal recommendations to the Board of Directors 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

**Please refer to the current Collective Bargaining Agreement between Board of Directors, CASE and CASE Education Association, Illinois Education Association - NEA.**

#### **For those not covered by this Agreement:**

The Board may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board 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 Executive Director/Superintendent 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 Executive Director/Superintendent's judgment, the employee's presence is detrimental to the Cooperative. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that CASE 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 CASE, the Board, or Executive Director/Superintendent 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.

LEGAL REF.:

5 ILCS 430 et seq.

105 ILCS 5/10-22.34c and 5/10-23.5.

820 ILCS 105/4a.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment), 5:292 (Retirement Service Recognition Benefit for Educational Support Personnel Retiring Under IMRF by June 30, 2012)

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

## **5:292 Retirement Service Recognition Benefit for Educational Support Personnel Retiring Under IMRF by June 30, 2012**

### Section A

It shall be the policy of the Board of Directors of C.A.S.E. to recognize services of its full-time educational support personnel who have provided services through a retirement service recognition benefit for employees who retire under IMRF effective on or before June 30, 2012.

### Section B

Educational support personnel who satisfy all of the following requirements, may apply for a retirement service recognition benefit under this policy as "Retirees":

1. Have attained the age of 59 ½ and been full-time employees of C.A.S.E. for a minimum of one (1) year immediately preceding their voluntary termination for purposes of retirement under IMRF effective on or before June 30, 2012; and
2. Are not represented by any bargaining unit.
3. By December 1, 2011, submit an irrevocable written notice of intent to retire under IMRF effective on or before June 30, 2012, are not eligible for any early retirement plan that requires a contribution from C.A.S.E. or a C.A.S.E. member district.

### Section C - Benefit Available to Retirees Who Satisfy the Eligibility Requirements of Section B

The Board shall provide the Retirees with the following benefit:

1. For Retirees with at least one (1) but less than ten (10) years of continuous employment at C.A.S.E., a one-time bonus of ten percent (10%) of the last year of salary.
2. For Retirees with at least ten (10) years of continuous employment at C.A.S.E., a one-time bonus of fifteen percent (15%) of the last year of salary.
3. For Retirees with at least fifteen (15) years of continuous employment at C.A.S.E., a one-time bonus of twenty percent (20%) of the last year of salary.

In either case, the one-time bonus will be paid to the Retiree over the last five (5) months of his/her C.A.S.E. employment.

### Section D - Required Procedures for Participation and Receipt of Benefit

1. All requests for a retirement service recognition benefit must be submitted in writing to the Director by December 1, 2011. The request shall include a copy of the Retiree's latest statement from the IMRF system indicating the Retiree's service credit information.
2. Participation and receipt of the benefit are dependent upon the Retiree's unconditional and irrevocable resignation from employment by the Board for purposes of retirement under IMRF, effective on the date identified in the Retiree's written notice, but in no event effective later than June 30, 2012. Any Retiree who does not fulfill his/her contract, for whatever reason, shall be ineligible for any of the benefits contained in this policy.

### Section E - Other Programs

A Retiree who participates in any other program, including but not limited to IMRF's Early Retirement Incentive program or any other retirement enhancement or incentive program not contained herein, shall be ineligible for the benefits offered by this policy.

### Section F - Vacation

In order to be eligible for a benefit provided in Section C, and prior to payment of any such benefit over the last five (5) months of C.A.S.E. employment, a Retiree must use all vacation leave earned prior to December 1, 2011. The Board may waive part or all of this provision in its sole discretion.

Section G - Miscellaneous Provisions

1. For purposes of this policy, the school year shall begin on July 1 and end on June 30.
2. If changes occur, which result in an increase in the cost of this policy to the Board, it shall be revised in such a manner so that the benefits to be provided shall result in no additional cost to the Board relative to the current policy.
3. This policy shall be without further force and effect after June 30, 2012.

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

ADOPTED:October 21, 2011

AMENDED:October 21, 2011

**Cooperative Association for Special Education (CASE)**

## 5:300 Schedules and Employment Year

The Executive Director shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, 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 Cooperative 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 Executive Director'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 Cooperative accommodates employees who are nursing mothers according to State and federal law.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.

105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

740 ILCS 137/, Right to Breastfeed Act.

820 ILCS 105/, Minimum Wage Law.

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

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

ADOPTED: August 4, 2017

**Cooperative Association for Special Education (CASE)**

## **5:320 Evaluation**

The Executive 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 Board policies as well as in compliance with State law. The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated annually, preferably before the annual salary review.
2. The direct supervisor shall provide input.
3. The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the annual evaluation.
5. All evaluations shall comply with State and federal law.

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

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

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

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

### Sick and Bereavement Leave

Full time twelve month educational support personnel shall be entitled to fourteen (14) days sick leave per year. Full time eleven-month educational support personnel shall be entitled to twelve (12) days sick leave per year. Full time school year (nine or ten month) educational support personnel shall be entitled to ten (10) days sick leave per year. Part time employees will receive the same number of days, in each category, but each day will be based on a proration of the length of the part time individual's work day. Part-time employees will receive sick leave pay equivalent to their regular workday.

Sick leave for CASE educational support staff shall accumulate to 240 days. If a personnel transfer occurs within the Cooperative, such personnel shall retain accumulated sick leave.

As a condition for paying sick leave after three days absence for personal illness or 30 days for birth or as the Board or Executive Director/Superintendent deem necessary in other cases, the Board or Executive Director/Superintendent 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 chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse, (4) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Executive Director requires a certificate during a leave of less than three days for personal illness, CASE shall pay the expenses incurred by the employee.

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

### Vacation

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>	
Beginning of year 1	End of year 1	10 Days shall be pro-rated to the end of the fiscal year.
Beginning of year 2	End of year 5	10 Days per year
Beginning of year 6	End of year 14	15 Days per year
Beginning of year 15		20 Days per year

Part-time employees who work at least half-time are entitled to vacation days on a pro-rated basis.



The Executive Director/Superintendent will determine the procedure for requesting vacation.

Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the school system for one year. Vacation remuneration shall be paid only when employment is terminated by the action of the Board of Directors or by a two weeks notice in writing by the employee.

Requests for vacations shall be submitted to the administrator to whom the employee is responsible and must be approved by the Executive Director/Superintendent. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. The Executive Director/Superintendent shall keep a record of vacations earned and the dates taken. No more than ten (10) vacation days may be carried over to the next fiscal year.

### Holidays

Unless the Cooperative has a waiver or modification of the School Code pursuant to Section 2-3.25g or 24-2(b) allowing it to schedule school on a holiday listed below, CASE employees will not be required to work on:

New Year's Day-and day preceding or following	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Abraham Lincoln's Birthday	Veteran's Day
Casimir Pulaski's Birthday	Thanksgiving Day-and day after
Memorial Day	Christmas Day-and day preceding or following
Independence Day	

A holiday will not cause a deduction from an employee's time or compensation. The Board may also designate other days on the school calendar as paid non-attendance days.

The Cooperative may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

### Leave to Serve as a Trustee of the Illinois 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 105 ILCS 5/24-6.3.

### Personal Leave

Three (3) days personal leave may be granted to full-time twelve month; two (2) days personal leave to all nine, ten, and eleven month CASE employees each school year for personal business which cannot be handled during non-school days or hours. Unused personal leave shall accumulate as sick leave. Written application for such leave shall be made to the Executive Director/Superintendent at least forty-eight (48) hours prior to the desired onset of such leave. In an emergency, such recording of time may be made at a later time. Personal leave shall not be granted the first day or last day of the school year, or the first day preceding or the first day after a school vacation, holiday or recess period, provided these restrictions shall not apply to recognized religious holidays of the staff members' faith. The Executive Director/Superintendent has the discretion to grant an exception to the above.

### Other Leaves

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

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

#### Parental Leave of Absence

Any educational support staff member, who has worked an equivalent period of continued full time employment to that of an included certified staff member, shall be eligible as outlined in the CASE Bargaining Agreement.

#### Disability Leave

Any employee who is temporarily disabled and has exhausted all available sick leave shall be entitled to temporary disability leave without pay or other benefits, as eligible under IMRF, subject to the general conditions listed below. Such leave shall be for the period of temporary disability only.

For the purposes of this section, any absence because of disability or incapacity for less than ninety (90) consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity shall be deemed a temporary disability.

#### General Leave

An employee may be granted a leave without pay or other benefits for such other purposes deemed appropriate and beneficial to the Cooperative as determined by the Executive Director/Superintendent, and subject to the general conditions for unpaid leaves of absence, as stated below.

#### General Conditions for Unpaid Leaves of Absence

1. Application for such leave shall be made in writing to the Executive Director/Superintendent at least one hundred (100) calendar days prior to such anticipated leave. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the purpose of the requested leave, and the requested starting and ending dates of the leave.
2. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability.
3. The employee and the Executive Director/Superintendent shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of employment and medical factors to the maximum possible degree and the pertinent time factors relating thereto. The leave shall not exceed the balance of the school year in which it commences and one additional school year.
4. Sick leave shall not be applicable during the period of any leave, except in accordance with Board Policy 5:185, *Family and Medical Leave*, regarding the *Family and Medical Leave Act of 1993*. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the Cooperative.
5. In all instances where an employee is granted a leave of six (6) months or more, as a condition thereof, she/he shall advise the Executive Director/Superintendent in writing at least thirty (30) calendar days prior to the termination of such leave that she/he intends to return to employment. Return to work shall be in accord with the previously agreed upon plan, subject, however, to

changed education conditions. In the event of an earlier return, CASE. may delay reinstatement of said employee. Failure to advise the Executive Director/Superintendent of intent to return as required by this paragraph shall be treated as an election not to return to employment and as a resignation from CASE.

6. An employee returning from disability leave shall submit evidence from a qualified physician that he/she is medically able to perform all of his/her essential duties with the notice of intent to return. If the employee is able to perform the essential functions of his/her position, but only with reasonable accommodation, the physician's statement shall identify any recommended accommodations.

The Executive Director/Superintendent may grant leaves of absence up to thirty (30) work days.

LEGAL REF.:

105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

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

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

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

Adopted: February 7, 2020

**Cooperative Association for Special Education (CASE)**

**SECTION 6 - INSTRUCTION**

**Cooperative Association for Special Education (CASE)**

## **6:10 Educational Philosophy and Objectives**

The member districts are C.A.S.E. and all our efforts shall be directed toward the collective benefit of the children served.

Education is a shared responsibility of C.A.S.E. member districts, parents, students, staff, and the communities involved. The Cooperative's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The philosophy and objectives for the educational program include the following:

1. All children want to learn and are capable of learning.
2. All children have the right to an appropriate education which allows them to achieve and/or perform to the upper limits of their ability.
3. All children with special education needs residing within the C.A.S.E. boundaries shall be treated equally in all respects.
4. All children shall be educated as close to home as possible.
5. A strong collaborative relationship between general education and special education is imperative.
6. C.A.S.E. shall help all students develop sensitivity to the needs and values of others and a respect for individual and group differences.
7. All who are involved in the special education process shall be treated with dignity and respect.
8. Recruiting, hiring, and retaining the best qualified staff and providing them with a continued professional staff development program is fundamental.
9. An organized structure which clearly identifies, defines, and delineates the roles and responsibilities of all involved is essential.
10. The cooperative must be fiscally and educationally accountable to its constituents.

CROSS REF:1:30 (Mission Statement)

Adopted: January 11, 2019

**Cooperative Association for Special Education (CASE)**

## **6:100 Using Animals in the Educational Program**

Animals may be brought into school facilities for educational purposes according to procedures developed by the Executive Director assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.

Experiments on living animals are prohibited; however, behavior studies that do not impair an animal's health or safety are permissible. The dissection of dead animals or parts of dead animals shall be allowed in the classroom only when the dissection exercise contributes to or is a part of an illustration of pertinent study materials. All dissection of animals shall be confined to the classroom and must comply with The School Code.

Students who object to performing, participating in, or observing the dissection of animals are excused from classroom attendance without penalty during times when such activities are taking place. No student will be penalized or disciplined for refusing to perform, participate in, or observe a dissection. The Executive Director or designee shall inform students of: (1) their right to refrain from performing, participating in, or observing dissection, and (2) which courses contain a dissection unit and which of those courses offers an alternative project.

LEGAL REF.:105 ILCS 5/2-3.122, 5/27-14, and 112/1 et seq.

CROSS REF.:6:40 (Programs and Curriculum Development)

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 6:120 Education of Children with Disabilities

C.A.S.E. shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in C.A.S.E., 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 federal laws and regulations as well as State laws and the Ill. State Board of Education (ISBE) Special Education rules, that special education services are needed.

It is the intent of C.A.S.E. to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, C.A.S.E. shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in federal laws and regulations, as well as in State laws and 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, need or are believed to need special instruction or related services, C.A.S.E. 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.

### LEGAL REF.:

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

42 U.S.C. §12101 et seq., Americans With Disabilities Act.

34 C.F.R. §300.

105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

23 Ill.Admin.Code Part 226.

CROSS REF.:7:230 (Misconduct by Students with Disabilities)

Adopted: December 7, 2018

**Cooperative Association for Special Education (CASE)**

## 6:235 Access to Electronic Networks

CASE provides electronic networks to support the educational mission of CASE and its member districts. Electronic networks, including the Internet, are a part of the CASE's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. CASE's electronic networks are not a public forum for general use. The use of these electronic networks is a privilege, not a right, that is extended to staff, students, parents, and other members of the CASE community. Violations of this Policy may result in a loss of privileges, discipline, or legal actions at the discretion of the Executive Director/Superintendent or designee. The Executive Director/Superintendent shall develop an implementation plan for this Policy and appoint system administrator(s).

The Cooperative 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 Cooperative will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

### Acceptable Use

All use of CASE's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the educational mission of CASE and its member districts, or (2) for a legitimate school business purpose. General rules for behavior and communications apply when using the electronic networks. CASE's *Authorization for Electronic Network Access* contains the appropriate uses, ethics, and protocol.

CASE's electronic networks are not intended to be used for non-academic or non-administrative functions, or for personal or recreational use, which include, but are not limited to, illegal, commercial, political, religious or entertainment purposes as more fully described below.

Uses of the electronic networks that are **not** acceptable include, but are not limited to, the following:

1. Installing, modifying, uploading or downloading programs or software without approval from the Administration.
2. Engaging in acts of vandalism, which is defined as any malicious attempt to harm or destroy data of another user or CASE, including the creation or use of computer viruses.
3. Accessing, submitting, posting, publishing, transmitting or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, harassing or illegal material; this includes using the electronic networks to engage in bullying as defined by State law.
4. Posting CASE or member district work product (e.g., test materials, Department procedures, CASE publications) on the Internet for public access without prior approval from the Executive Director/Superintendent or designee.
5. Posting, publishing, transmitting, receiving or displaying material for commercial gain.
6. Accessing data maintained by CASE in which the individual has not been given proper authorization.
7. Accessing the electronic networks when such privilege has been suspended or revoked by CASE.
8. Using the electronic networks in violation of State or federal law.

### Internet Safety

Technology measures shall be used on each CASE computer with Internet access. They measures shall include a filtering device that protects against Internet access by users 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 Executive Director/Superintendent or designee. The Executive Director/Superintendent 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 Executive Director/Superintendent or designee. The Executive Director/Superintendent 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 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.

DISCLAIMER. In compliance with the federal Children's Internet Protection Act, CASE endeavors to protect users of CASE's electronic networks from websites containing material that is illegal for minors, including, but not limited to, pornography. CASE also endeavors to address the safety and security of minors when using electronic mail and other forms of direct electronic communications through the electronic networks. However, the use of employee-provided and student-provided technology to access the Internet network cannot be subjected to measures used by CASE such as content filters, blocking lists, or monitoring of Internet website traffic for patterns of usage that could indicate inappropriate network usage. Accordingly, employees and students who provide their own technology and/or access to the Internet shall assume any risk associated therewith. CASE expressly disclaims any responsibility for imposing content filters, blocking lists or monitoring of employee or student-provided technology and/or devices.

### Electronic Mail

CASE provides electronic mail ("e-mail") accounts to aid employees and students in fulfilling their duties and responsibilities in the learning environment. The Executive Director/Superintendent or designee will develop and implement procedures for the use of CASE e-mail that shall, at a minimum, address acceptable uses, CASE monitoring, data retention, and confidentiality issues.

### Authorization for Electronic Network Access

Each staff member must sign CASE's *Access to Electronic Networks Employee Authorization Form*.

All users of CASE's electronic networks 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 electronic networks.

The failure of any student or staff member to follow the terms of CASE's administrative procedure, Acceptable Use of the District's Electronic Networks, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

### LEGAL REF.:

No Child Left Behind Act, 20 U.S.C. §6777.

Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).

Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

105 ILCS 5/27-23.7, 10/1 et seq.

720 ILCS 135/0.01.

CROSS REF.: 2:250 (Access to Cooperative Public Records), 5:100 (Staff Development Program), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Termination and Suspensions), 6:40 (Programs and Curriculum Development), 6:60 (Curriculum Content), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs)

ADOPTED: September 17, 2010

REVISED: May 24, 2013; June 5, 2020

**Cooperative Association for Special Education (CASE)**

## 6:235-E1 Exhibit - Staff Authorization for Electronic Network Access

I, have received a copy of, read, and been given an opportunity to ask questions about C.A.S.E.'s Board Policy 6:235, *Access to Electronic Networks*, and its administrative procedures.

- I understand and will abide by Board Policy 6:235 and its administrative procedures.
- I understand that C.A.S.E. and/or its agents may access and monitor at any time, without prior notice or consent, my use of C.A.S.E.'s electronic networks. My use of any C.A.S.E. equipment or electronic devices, including laptops, cell phones, or any similar devices, may be monitored and reviewed at any time, no matter where the equipment and device(s) are located.
- I understand that my use of the Internet and e-mail services, and any materials stored, transmitted, or received using C.A.S.E.'s electronic networks, may be monitored and reviewed at any time.
- I understand that the monitoring of devices may include the use of system log files, screen captures, key captures, images captured by built-in camera or other connected devices and/or any other method that becomes available to ensure the device is being used in accordance with Board Policy, to protect C.A.S.E.'s assets, or for inventory control.
- I understand that any device(s) loaned to me during my employment remain property of C.A.S.E. are solely for my use in support of education, in furtherance of C.A.S.E.'s and its member district's educational mission, or for legitimate school business purposes. I understand that any loaned device(s) must not to be used by my family members or anyone else for any reason at any time.
- I agree to instruct or assist in the instruction to students on acceptable use of C.A.S.E.'s electronic networks and proper network etiquette. I recognize my responsibility for supervising students' use of C.A.S.E.'s electronic networks.
- I agree that I will not bypass restrictions or disable/compromise any security/monitoring functions on C.A.S.E. equipment and devices, or attempt to do so.
- I further understand that should I commit any violation of Board Policy 6:235, its administrative procedures, or this Authorization, my access privileges may be revoked and school disciplinary action, up to and including suspension without pay and termination, and/or appropriate legal action may be taken.
- In consideration for using C.A.S.E.'s electronic networks, I hereby release C.A.S.E., its member districts, and its Board members, employees and agents from any claims and damages arising from my use of, or inability to use, C.A.S.E.'s electronic networks, including the Internet.

By signing below, I agree that I understand and agree to the terms of this Authorization.

SignatureDate

DATED:May 24, 2013

**Cooperative Association for Special Education (CASE)**

## **6:240 Field Trips**

Field trips are permissible when the experiences are a part of the educational program, and/or contribute to the Cooperative's educational objectives.

All field trips must have the Executive Director or designee's prior approval. The Executive 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 Executive 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, as determined by the Executive Director or designee - who may elect to waive fees for students who qualify for such a waiver. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition.

Privately arranged trips, including those led by CASE staff members, shall not be represented as or construed to be sponsored by the Cooperative. The Cooperative's does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

LEGAL REF:

105 ILCS 5/29-3.1.

CROSS REF: 6:10 (Educational Philosophy and Objectives), 7:10 (Equal Educational Opportunities)

Adopted: January 11, 2019

**Cooperative Association for Special Education (CASE)**

## 6:250 Community Resource Persons and Volunteers

The Board of Directors 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 student study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (such as computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
3. To assist with academic programs under a certificated teacher's immediate supervision;
4. To assist in times of violence or other traumatic incidents within the Cooperative 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 Illinois School Crisis Assistance Team Steering Committee;
5. As a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval; or
6. As supervisors, chaperones, or sponsors for non-academic school activities.

The Executive 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, or has otherwise been convicted of a felony, is prohibited from being a resource person or volunteer.

### LEGAL REF.:

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

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: December 7, 2018

**Cooperative Association for Special Education (CASE)**

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

Persons with suggestions or complaints about curriculum, instructional materials, and programs should provide their concerns in writing and/or use the Uniform Grievance Procedure.

CROSS REF.:2:260 (Uniform Grievance Procedure), 8:110 (Public Suggestions and Complaints)

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## **6:280 Grading and Promotion**

### Grading and Promotion

When CASE is providing services or operating programs within the schools or contracted facilities of a member district, the member districts Grading and Promotion procedures will apply.

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

**SECTION 7 - STUDENTS**

**Cooperative Association for Special Education (CASE)**



## 7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender, 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, actual or potential marital or parental status, including pregnancy. Further, the Cooperative will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the Cooperative remains viewpoint neutral when granting access to school facilities.

### 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 Board 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).

### Administrative Implementation

The Executive Director/Superintendent shall appoint a Nondiscrimination Coordinator and a Title IX Coordinator. The Executive Director/Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and related grievance procedures.

### LEGAL REF.:

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

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

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

775 ILCS 35/5, Religious Freedom Restoration Act.

Ill. Constitution, Art. I, §18.

Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).

105 ILCS 5/3.25b, 3.25d(b), 10-20.12, 10-22.5, and 27-1.

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

23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited)

Adopted: October 2, 2020

# Cooperative Association for Special Education (CASE)

## 7:20 Harassment of Students Prohibited

No person, including a CASE employee or agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender; 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; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. CASE 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

CASE 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 Sexual Harassment Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

### Making a Report or Complaint

Students are encouraged to promptly report claims or incidences of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Title IX Coordinator, a Complaint Manager, or any employee with whom the student is comfortable speaking. A student may choose to report to an employee of the student's same gender.

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 Sexual Harassment Grievance Procedure*. The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager shall process and review the report according to the appropriate grievance procedure.

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

#### **Nondiscrimination Coordinator:**

Natalie Heinrich  
1104 N Main St., Lombard, IL 60148  
nheinrich@casedupage.com  
630.629.2600

#### **Title IX Coordinator:**

Kari Gibbons  
22w600 Butterfield Rd., Glen Ellyn, IL 60137  
kgibbons@casedupage.com  
224.588.4002

#### **Complaint Managers:**

Dr. Mary Furbush  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137

Steven Smidl  
22W600 Butterfield Rd., Glen Ellyn, IL  
60137

mfurbush@casedupage.com

ssmidl@casedupage.com

The Executive Director/Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the Cooperative's student handbook(s), on the Cooperative's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

### Investigation Process

Any CASE 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 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 CASE'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 Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged student harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, 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 Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

### Enforcement

Any CASE 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 CASE, e.g., vendor, parent, invitee, etc. Any CASE 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 Sexual Harassment Grievance Procedure*).

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

### LEGAL REF.:

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

105 ILCS 5/10-20.12, 10-22.5, 5/27-1, and 5/27-23.7.

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

23 Ill.Admin.Code §1.240 and Part 200.

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

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

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

West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**

## **7:60 Residence**

### Member Districts

Students who are residents of Member Districts may participate in the programs available through the Special Education Cooperative.

### Non-Member Districts

Students who are residents of non-member districts may participate in the programs available through the Member Districts, under guidelines established by the Cooperative, providing the 'sending district' pay the serving District the tuition charge as billed.

LEGAL REF.:McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.

105 ILCS 5/10-20.12a, 5/10-20.12b, and 5/10-22.5.

105 ILCS 45/ and 70/.

23 Ill.Admin.Code §1.240.

Israel S. by Owens v. Board of Educ. of Oak Park and River Forest High School Dist. 200, 601 N.E.2d 1264 (Ill.App.1, 1992).

Joel R. v. Board of Education of Manheim School District 83, 686 N.E.2d 650 (Ill.App.1, 1997).

Kraut v. Rachford, 366 N.E.2d 497 (Ill.App.1, 1977).

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## **7:170 Vandalism**

The Board of Directors 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/.

ADOPTED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 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 Cooperative goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

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 nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the Cooperative 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 nonschool-related activity, function, or program.

### Definitions from 105 ILCS 5/27-23.7

*Bullying* includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

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.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

*Restorative measures* means a continuum of school-based alternatives to exclusionary discipline,



such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school.

*School personnel* means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

### Bullying Prevention and Response Plan

1. The Cooperative uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of this Cooperative. However, nothing in the Cooperative's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the Cooperative named officials or any staff member. The Cooperative named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted.

### **Nondiscrimination Coordinator:**

Natalie Heinrich  
1104 N. Main St., Lombard, IL 60148  
nheinrich@casedupage.com  
630.629.2600

### **Title IX Coordinator:**

Kari Gibbons  
22w600 Butterfield Rd., Glen Ellyn, IL 60137  
kgibbons@casedupage.com  
224.588.4002

### **Complaint Managers:**

Dr. Mary Furbush	Steven Smidl
22w600 Butterfield Rd, Glen Ellyn, IL 60137	22w600 Butterfield Rd, Glen Ellyn, IL 60137
mfurbush@casedupage.com	ssmidl@casedupage.com
630.942.5600	630-942-5600

4. Consistent with federal and State laws and rules governing student privacy rights, the Executive Director/Superintendent or designee shall promptly inform the parent(s)/guardian(s) of every student involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Executive Director/Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
  - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
  - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
  - c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
  - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Executive Director/Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the Cooperative's jurisdiction and shall require that the Cooperative provide the victim with information regarding services that are available within the Cooperative and community, such as counseling, support services, and other programs.

6. The Executive Director/Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. A student's act of reprisal or retaliation will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.
8. A student will not be punished for reporting bullying or supplying information, even if the Cooperative's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.
9. The Cooperative's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Executive Director/Superintendent or designee shall post this policy on the Cooperative's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. The Executive Director/Superintendent or designee shall fully implement the Board policies, including without limitation, the following:
  - a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
  - b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. Any person may use this policy

to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.

- c. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
- d. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the Cooperative's educational program as required by State law.
- e. 6:235, *Access to Electronic Networks*. This policy states that the use of the Cooperative's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
- f. 7:20, *Harassment of Students Prohibited*. This policy prohibits *any* person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
- g. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
- h. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibit students from and provide consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

#### LEGAL REF.:

405 ILCS 49/, Children's Mental Health Act.

105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.

23 Ill.Admin.Code §1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**

## 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. C.A.S.E. will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities. The committee shall review the State Board of Education's guidelines on the use of behavioral interventions and use them as a non-binding reference. This policy and the behavioral intervention procedures shall be furnished to the parents/guardians of all students with individual education plans within 15 days after their adoption or amendment by, or presentation to, the Board of Directors or at the time an individual education plan is first implemented for a student; all students shall be informed annually of the existence of this policy and the procedures. At the annual individualized education plan review, a copy of this policy shall be given to the parents/guardians. The policy and procedures shall be explained. A copy of the procedures shall be available, upon request of the parents/guardians.

### Use of Isolated Time Out and Physical Restraint as Behavioral Interventions

C.A.S.E. retains the power to use reasonable force as needed to maintain safety of students, school personnel, or other persons or for the defense of property. C.A.S.E. acknowledges that there may be instances in which a student with disabilities requires the use of isolated time out and/or physical restraint as behavioral interventions to ensure the safety of the student or others.

#### 1. Circumstances Under Which Isolated Time Out Or Physical Restraint May Be Applied

Isolated time out and physical restraint, as defined herein, are permitted only as behavioral interventions as a means of maintaining a safe and orderly environment for learning and only to the extent that their use is necessary to preserve the safety of students and others. Neither isolated time out nor physical restraint shall be used to administer discipline to (i.e., punish) individual students. Both isolated time out and physical restraint are considered restrictive interventions and should only be used in emergency situations or when less restrictive interventions have been attempted and failed.

Isolated time out and physical restraint will only be used as behavioral interventions with a student with disabilities in an emergency situation or pursuant to a behavioral intervention plan (BIP) that is part of his/her IEP. Any BIP that includes the use of isolated time out and physical restraint must be developed by the student's IEP team, including the student's parent(s), at a duly convened IEP meeting and in accordance with the needs of the student.

This policy does not apply to the restriction of a student's movement when that restriction is for a purpose other than the maintenance of a safe and orderly environment, such as the appropriate use of a safety belt in motor vehicles.

#### 2. Definitions

For purposes of this policy, the terms isolated time out and physical restraint are defined as follows:

- a. Isolated time out means the confinement of a student in a time-out room or some other enclosure, whether within or outside the classroom, from which the student's egress is restricted.
- b. Physical restraint means holding a student or otherwise restricting his or her movements. Physical restraint includes only the use of specific planned techniques, and does not include momentary periods of physical restriction by direct person-to-person contact without the aid of material or mechanical devices, accomplished with limited force and designed to:
  1. prevent a student from completing an act that would result in potential physical harm to himself, herself, or another or damage to property; or

2. remove a disruptive student who is unwilling to leave the area voluntarily.
3. Procedures For Using Isolated Time Out And Physical Restraint

Staff shall observe the following procedure in cases of isolated time out or physical restraint:

a. Isolated time out:

1. The staff person responsible for supervising the student during isolated time out must be able to see the student at all times.
2. The staff person who is responsible for supervising the student shall remain within two feet of any enclosure used for isolated time out.

b. Physical restraint:

1. Physical restraint may only be employed by staff when:
  - the student poses a physical risk to himself, herself, or others;
  - there is no medical contraindication to its use; and
  - the staff applying the restraint have been trained in its safe application, consistent with 23 Ill. Admin. Code § 1.285.
2. Staff shall not subject students to physical restraint for using profanity or other verbal displays of disrespect for themselves or others. A verbal threat shall not be considered as constituting a physical danger unless a student also demonstrates a means of or intent to carry out the threat.
3. Except as otherwise permitted by law, staff shall not employ mechanical or chemical restraints (i.e., the use of any device other than personal physical force to restrict the limbs, head, or body).
4. For purposes of maintaining discipline, staff shall not use medically prescribed restraint procedures employed for the treatment of a physical disorder or for the immobilization of a person in connection with a medical or surgical procedure.
5. Staff shall take into consideration the safety and security of the student whenever physical restraint is employed. Staff use of physical restraint shall not rely upon pain as an intentional method of controlling the student.
6. In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the supervising staff person shall consider the potential for injury to the student, the student's need for privacy, and the educational and emotional well-being of other students in the vicinity.
7. If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, staff shall permit the student to have his or her hands free of restraint for brief periods, unless the supervising personnel determine that such freedom appears likely to result in harm to the student or others.

c. Time limits:

1. Staff shall not keep a student in isolated time out for more than 30 minutes after he or she ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which it would be an appropriate intervention.
2. Staff shall release the student from physical restraint immediately upon the determination by the staff person administering the restraint that the student is no longer in imminent danger of causing physical harm to himself, herself, or others.

d. Documentation:

Staff shall prepare a written record of each episode of isolated time out or physical restraint which

includes:

1. the student's name;
2. the date of the incident;
3. the beginning and ending times of the incident;
4. a description of any relevant events leading up to the incident;
5. a description of any interventions used prior to the implementation of isolated time out or physical restraint;
6. a description of the incident and/or student behavior that resulted in isolated time out or physical restraint;
7. a log of the student's behavior in isolated time out or during physical restraint, including a description of the restraint technique(s) used and any other interaction between the student and staff,
8. a description of any injuries, whether to staff, student or others, or property damage;
9. a description of any planned approach to dealing with the student behavior in the future;
10. a list of the staff persons who participated in the implementation, monitoring, and supervision of isolated time out or physical restraint; and
11. the date on which parental notification took place.

The record described in this subsection (d) shall be completed by the beginning of the school day following the episode of isolated time out or physical restraint.

The Superintendent of each C.A.S.E. member district is authorized to develop, in conjunction with the District's Parent-Teacher Advisory Committee, appropriate school personnel and others, additional procedures to be followed by staff in cases of isolated time out or physical restraint, consistent with this Section and 23 Ill. Admin. Code § 1.285.

#### 4. Responsible School Official

The Program Administrator will be informed of all incidents in which isolated time out or physical restraint are utilized, and will maintain the documentation and provide parent notification required under 23 Ill. Admin. Code § 1.285.

#### 5. Process for Evaluating Injuries

In any case where a serious injury results from the use of isolated time out or physical restraint, the Program Administrator must be informed as soon as possible, but in no event later than the beginning of the school day after such injury occurs which is identified by the student, his or her parent/guardian, a staff member or any other individual as serious. The Executive Director or his/her designee shall investigate the injury with the assistance of the school nurse, and shall review the circumstances surrounding the injury.

#### 6. Consideration Of Alternative Strategies

In the event that an episode of isolated time out exceeds 30 minutes, an episode of physical restraint exceeds 15 minutes, or repeated episodes have occurred during any three-hour period, a certified staff person knowledgeable about the use of time out or trained in the use of physical restraint, shall consider the appropriateness of continuing the procedure in use and the need for alternative strategies. Alternative strategies to be considered include, but are not limited to, assessment by a mental health crisis team, assistance from police or transportation by ambulance.

#### 7. Annual Review

On an annual basis, the Program Administrator shall review the use of isolated time out and physical

restraint in his/her C.A.S.E. program. This review shall include:

- a. a review of the number of incidents involving the use of isolated time out or physical restraint;
- b. the location and duration of each incident;
- c. the identity of the staff member(s) and student(s) who were involved in each incident;
- d. any injuries or property damage that occurred in each incident; and
- e. the timeliness of parental notification and administrative review after each incident.

### Discipline of Special Education Students

C.A.S.E. shall comply with the provisions of the Individuals With Disabilities Education Act (IDEA), the Illinois School Code and their respective rules and regulations, when disciplining students with disabilities. 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. Any special education student whose gross disobedience or misconduct is not a manifestation of his or her disability may be expelled pursuant to the expulsion procedures, except that such disabled student shall continue to receive educational services as provided in the IDEA, the Illinois School Code and their respective rules and regulations, during such period of expulsion.

A special education student may be suspended for periods of no more than 10 consecutive school days each in response to separate incidents of gross disobedience or misconduct, regardless of whether the student's gross disobedience or misconduct is a manifestation of his or her disability, as long as the repeated removals do not constitute a pattern that amounts to a change in placement (considering factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another) and provided that such student receives educational services to the extent required by the IDEA, the Illinois School Code and their respective rules and regulations, during such removals.

Any special education student may be temporarily excluded from school by court order or by order of a duly appointed State of Illinois due process hearing officer changing the student's placement to an appropriate interim alternative educational setting for up to 45 school days, if C.A.S.E. demonstrates that maintaining the student in his or her current placement is substantially likely to result in injury to the student or others.

A special education student who has carried a weapon to school or to a school function, or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or who has inflicted serious bodily injury upon another person while at school or a school function may be removed from his or her current placement. Such a student shall be placed in an appropriate interim alternative educational setting for no more than forty-five (45) school days, in accordance with the IDEA, the Illinois School Code and their respective rules and regulations. The length of time a student with a disability is placed in an interim alternative educational setting must be the same amount of time that a student without a disability would be subject to discipline.

Upon the occurrence of any act that may subject the student either to expulsion or suspension resulting in more than ten (10) cumulative days during any one school year, C.A.S.E. will convene an IEP meeting to review the student's behavioral intervention plan or, if a behavioral intervention plan has not been developed, to develop one.

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).

ADMIN. PROC.:7:230-AP (Misconduct by Students with Disabilities)

CROSS REF.:6:120 (Education of Children with Disabilities)

ADOPTED:March 6, 2015

**Cooperative Association for Special Education (CASE)**



## 7:230-AP Administrative Procedure - Misconduct by Students with Disabilities

### Special Education Suspension Procedures

1. All suspension notices and suspension review procedures established by the Illinois School Code shall be followed when suspending a special education student. In addition, a special education student who is suspended from school for more than ten (10) cumulative school days in a school year shall receive educational services in accordance with the IDEA, the Illinois School Code and their respective rules and regulations.
2. The first time a student is removed for more than ten (10) cumulative days during the school year, C.A.S.E. shall, no later than ten (10) business days after the decision to suspend a student is made, convene an IEP meeting to review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior. If no behavior intervention plan is in place, the IEP team shall develop a plan for a functional behavioral assessment that must be used to develop a behavior intervention plan.
3. For all subsequent removals of the student that do not constitute a change in placement, the IEP team members must review the behavior intervention plan and its implementation. If any IEP team member indicates that the plan may need to be modified, an IEP meeting must be convened to review the plan and revise it, if appropriate.
4. For all removals that exceed ten (10) cumulative days during one school year, C.A.S.E. must provide services to the student. C.A.S.E. personnel, in conjunction with at least one of the student's teachers, shall determine the services to be provided. Such services must be designed to enable the student to progress in the general curriculum and advance toward his or her IEP goals.

### Special Education Expulsion Procedures

1. C.A.S.E. shall promptly notify the student's parent(s)/guardian(s) of the gross disobedience or misconduct and whether the student shall be recommended for expulsion. All procedural protections pertaining to notice provided under the District's and C.A.S.E.'s discipline policy shall apply to a notice of recommended expulsion in the case of a special education student. The parent(s)/guardian(s) shall also receive written notification that:
  - States that a manifestation determination meeting shall be convened to determine whether the student's act of gross disobedience or misconduct is a manifestation of his or her disability. The manifestation determination meeting shall take place as soon as possible, but no later than ten (10) school days after the decision to discipline the student is made.
  - Requests that the student's parent(s)/guardian(s) attend the manifestation determination meeting at the date, time, and location specified in the notice.
  - Encloses a copy of the procedural safeguards.
2. For purposes of such manifestation determination, the meeting shall include the parents, relevant members of the student's IEP team, and any other qualified personnel, such as the authorized administrator familiar with the act of misconduct.
3. In carrying out the manifestation determination, all relevant information in terms of the behavior subject to the disciplinary action shall be considered, including:
  - Evaluation and diagnostic results, including relevant information supplied by the parents;
  - Teacher observations of the student; and
  - The student's IEP.
4. The behavior subject to the disciplinary action must be determined to be a manifestation of the student's disability if it is determined that:

- The conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
  - The conduct in question was the direct result of the District's or C.A.S.E.'s failure to implement the student's IEP.
5. If, at the manifestation determination meeting, it is determined that the behavior of the student was a manifestation of his or her disability, the authorized administrator shall not continue with his or her recommendation for expulsion. The authorized administrator may request a review of the appropriateness of the educational placement of the student in accordance with the ISBE Special Education rules. During the period necessary to propose a new placement, the student will remain in his or her then-current placement unless:
- The student has not served a full ten (10) school day suspension imposed for the offense, in which case the student may be required to serve the remaining days of his or her suspension; or
  - The parent(s)/guardian(s) and the District agree on an interim placement; or
  - The District obtains an order from a court of competent jurisdiction or a State of Illinois due process hearing officer changing the then-current placement or providing for other appropriate relief.
6. If, at the manifestation determination review meeting, it is determined that the behavior of the student was not a manifestation of his or her disability, the authorized administrator may continue with his or her recommendation that the student be considered for expulsion by the District School Board. The parent(s)/guardian(s) shall receive written notice that includes the following:
- A provision stating that the parent(s)/guardian(s) are entitled to all rights provided under the IDEA, the Illinois School Code and their respective rules and regulations, as available to the parent(s)/guardian(s) from the District or C.A.S.E.
  - A copy of the parent'(s)/guardian'(s)' rights.
7. In addition to issues regularly determined at an expulsion hearing, the authorized administrator must present evidence that the manifestation determination review team met and concluded that the student's misconduct was not a manifestation of his or her disability, which shall be duly noted by the School Board.
8. The administration shall ensure that relevant special education and disciplinary records of the student are transmitted for consideration by the School Board.
9. If a special education student is expelled from school in accordance with the procedures set forth above, an IEP meeting shall be convened to develop an educational program to deliver educational services to the student during such period of expulsion.

### Weapons, Drug Offenses, and Serious Bodily Injury

In accordance with the above procedures, the District and/or C.A.S.E. may take one or more of the following steps when a student with a disability carries a weapon to school or to a school-related function, or knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or at a school-related function, or has inflicted serious bodily injury upon another person while at school or a school-related function:

1. Suspend the student from school for ten (10) school days or less.
2. Conduct a manifestation determination meeting.
3. Convene an IEP conference to: (a) determine placement in an interim alternative educational setting for up to forty-five (45) school days, and (b) review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior (if no behavior intervention plan is in place, the IEP team shall develop a plan for a functional

behavioral assessment that must be used to develop a behavior intervention plan). The student may be placed in an interim alternative educational setting even if the behavior is a manifestation of the student's disability.

4. The interim alternative educational setting must:
  - Enable the student to continue to progress in the general curriculum;
  - Enable the student to receive the services and modifications set forth in his or her IEP; and
  - Include services and modifications designed to address the misconduct to prevent it from recurring.
5. If the parent(s)/guardian(s) disagree with the interim alternative educational placement or with the proposed placement and initiate a due process hearing, the student must remain in the interim alternative educational setting during the authorized review proceedings, unless the parent(s)/guardian(s) and the District agree on another placement.

#### Change of Placement if Maintenance of Current Placement Is Likely to Result in Injury

In the event that maintenance of a student's current placement is substantially likely to result in injury to the student or to others, the District or C.A.S.E. may seek an order from a court of competent jurisdiction or a State of Illinois due process hearing officer to change the student's placement to an appropriate interim alternative educational setting for one or more forty-five (45) school day periods after:

1. Conducting a manifestation determination and
2. Convening an IEP meeting to determine a proposed interim alternative educational setting.

The length of time a student with a disability is placed in an interim alternative educational setting must not be greater than the amount of time that a student without a disability would be subject to discipline.

DATED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 7:230-E1 Exhibit - Behavioral Interventions in the Schools

C.A.S.E. is committed to providing a learning environment for all students which is conducive to their academic, social and emotional growth. C.A.S.E. staff will intervene with students whose behavior is not consistent with this goal. Specifically, intervention will occur when a student's behavior (1) is resulting in, or has the potential of resulting in, property loss or damage, (2) endangers the health and safety of him/herself or others, (3) represents a disruption of the educational process and (4) interferes with the school's legitimate educational purpose, i.e., constitutes non-compliance with the program's rules and regulations.

C.A.S.E. staff will intervene in the least intrusive manner consistent with the student's behavior. More intrusive interventions will occur when the student's behavior represents a significant danger to the health, safety and well-being of him/herself or others. Staff will use no interventions that are prohibited by law, such as corporal punishment, physical manipulation or procedure that causes pain and/or damage when used as an aversive procedure, expulsion with cessation of services, or faradic (electric) skin shock.

Interventions employed by C.A.S.E. are grouped under the following headings: 1) nonrestrictive, 2) restrictive and 3) highly restrictive. Unless the student's behavior is severe and potentially harmful to the health, safety or well-being of him/herself or others, staff will utilize non-restrictive procedures. If non-restrictive measures are not effective in de-escalating the student's behavior, restrictive measures will be employed. If these are not effective, highly restrictive measures will be used. Written documentation is required for each instance of a "restrictive" or "highly restrictive" intervention. Parents will be informed of such intervention as soon as possible and provided an opportunity to respond.

Parents and students will be informed of these behavioral interventions annually or upon initial enrollment of the student in C.A.S.E. programs. Parents and students may obtain copies of the Illinois State Board of Education's Behavioral Interventions in Schools: Guidelines for Development of District Policies for Students with Disabilities (January 1996), by contacting the Illinois State Board of Education, 100 North First Street, Springfield, Illinois 62777.

C.A.S.E. shall establish a parent-teacher advisory committee to assist the administration in the monitoring and development (or revision) of policies and procedures regarding behavioral interventions. C.A.S.E. will provide behavioral consultation services to staff and students on an as-needed basis and provide ongoing staff development opportunities to staff as they pertain to behavior management. Each C.A.S.E. program will establish a behavioral intervention committee that will review procedures and their implementation on a regular basis.

For students whose inappropriate behaviors are exhibited on a consistent basis, an IEP meeting will be convened for the purpose of developing an individualized behavior intervention plan. Parents are encouraged to be involved in the development of a behavior intervention plan for their child. Parents shall be informed fully of the rationale, procedures, and possible outcomes of a behavior intervention plan developed at an IEP meeting. All procedural safeguards, including rights to conflict resolution, mediation and an impartial due process hearing, shall be applicable to the resolution of disputes involving behavioral intervention plans.

Students who attend C.A.S.E. programs who must wear harnesses and other protective devices, as medically prescribed, are not considered to be physically restrained as defined in this policy. However, such devices will be worn only when necessary for the safety of the student and others. Students who are determined to require restraining devices which are not medically prescribed will have this so noted in their IEP. Students requiring vehicular restraining devices will have this so noted in their IEP.

In any C.A.S.E.-operated program, reasonable force may be exercised by a staff member to ensure

the safety of oneself, other students, school personnel or persons, the defense of property, or in emergency situations. Students enrolled in C.A.S.E. programs shall be physically controlled only when necessary and only in a manner consistent with program guidelines and procedures. Such control shall not be used as punishment, rather for safety and/or therapeutic reasons.

Isolated time out and physical restraint are permitted only as behavioral interventions as a means of maintaining a safe and orderly environment for learning and only to the extent that their use is necessary to preserve the safety of students and others. Neither isolated time out nor physical restraint shall be used to administer discipline to (i.e., punish) individual students. Both isolated time out and physical restraint are considered restrictive interventions and should only be used in emergency situations or when less restrictive interventions have been attempted and failed.

Isolated time out and physical restraint will only be used with a student with disabilities as behavioral interventions in an emergency situation or pursuant to a behavioral intervention plan (BIP) that is part of his/her IEP. Any BIP that includes the use of isolated time out and physical restraint must be developed by the student's IEP team, including the student's parent(s), at a duly convened IEP meeting and in accordance with the needs of the student.

The behavioral interventions provide examples of non-restrictive, restrictive and highly restrictive interventions and conditions/circumstances under which they may be used.

Provided below is an alphabetized, non-exhaustive list of behavioral interventions according to four levels of restrictiveness: nonrestrictive, restrictive, highly restrictive, and prohibited.

Interventions listed as nonrestrictive are preferred, when appropriate, because of the low risk of negative side effects and the high priority placed on positive behavior change rather than behavior control. These interventions may be used without the development of a written behavioral management plan or inclusion in the student's IEP. A best practices approach to the implementation of any behavioral intervention, however, involves a functional analysis of the behavior of concern, careful planning and monitoring of the intervention procedures, and systematic evaluation of intervention outcomes. The use of positive and non-aversive interventions should be given the highest priority and should be directed at the development of positive student behaviors and skills.

### Non-restrictive Interventions

- Allowing student to escape task
- Calling/notifying parent
- Contingent exercise\*
- Differential reinforcement
- Direct instruction
- Environmental/activity modification
- Extinction\*
- Instructional assignment
- Modeling
- Peer involvement
- Planned ignoring
- Positive practice/overcorrection\*
- Positive reinforcement (individual or group)
- Prompting
- Proximity control
- Punishment writing\*
- Redirecting student (physically)\*

- Redirecting student (verbal, nonverbal, signal)
- Response-cost
- Restitutive overcorrection\*
- Self-management
- Shaping
- Teaching alternative behaviors
- Teaching self-reinforcement
- Behavior Insight Compositions
- Writing lines
- Time-out (exclusionary/physical)\*
- Time-out (non-exclusionary)
- Token economy
- Verbal feedback
- Verbal reprimand

*\*Depending upon the student's needs, IEP, etc., these interventional may be restrictive in nature. With extensive use, these interventions may become restrictive in nature. Additionally, if they adversely affect student learning or extreme negative behaviors occur in response to them, they could be considered restrictive interventions. Under these circumstances, all precautions (e.g., documentation) associated with a restrictive intervention should be followed.*

Interventions listed as restrictive may be appropriate during emergency situations or when less restrictive interventions have been attempted and failed. Restrictive interventions include aversive and deprivation procedures that are associated with a higher risk of negative side effects. Therefore, greater caution should be exercised in their use. Restrictive interventions should be used only after a functional analysis of behavior has been completed and documented, a behavioral management plan written and appropriate modification of the student's IEP completed. Except in emergencies, restrictive interventions shall be used only when less restrictive interventions have been attempted unsuccessfully. Additionally, restrictive interventions shall be used for a minimum amount of time necessary to control the individual's behavior, shall be used in conjunction with positive interventions designed to strengthen competing behavior, and shall be replaced by less restrictive procedures as quickly as possible.

### Restrictive Interventions

- Detention (before/after school, weekend)
- Exclusion from extracurricular activities
- Food delay
- Forced physical guidance
- Inhibiting devices
- Isolated time out
- Manual restraint
- Negative practice
- Physical restraint
- Satiation
- Suspension (in-school) - educational program provided
- Suspension (out-of-school) - educational program not provided

Interventions listed as highly restrictive are deemed inappropriate in most circumstances.

### Highly Restrictive Intervention

- Aversive mists, aromatics, tastes
- Denial or restriction of access to regularly used equipment/devices that facilitate the child's educational functioning, except when such equipment is temporarily at risk for damage
- Mechanical restraints (excludes restraints prescribed by physician or used as a safety procedure for transportation)
- Expulsion with continuing education program

Interventions listed as prohibited are illegal.

### Prohibited Interventions

- Corporal punishment
- Expulsion with cessation of services
- Faradic skin shock
- Physical manipulation or procedure that causes pain and/or tissue damage used as an aversive procedure

DATED:September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 7:230-E2 Exhibit - Physical Management Incident Report

Please refer to Board Policy 7:230, *Misconduct by Students with Disabilities*.

For purposes of this report, the following definitions apply:

**"Physical restraint"** means holding a student or otherwise restricting his or her movements. Physical restraint includes only the use of specific, planned techniques (e.g., the "basket hold" and "team control"). Physical restraint may only be used by staff when:

1. The student poses a physical risk to himself, herself, or others;
2. There is no medical contraindication to its use; and
3. The staff applying the restraint has been trained in its safe application as specified in Board policies and procedures.

**"Physical management"** means momentary periods of physical restriction by direct person-to-person contact, without the aid of material or mechanical devices, accomplished with limited force and designed to:

1. Prevent a student from completing an act that would result in potential physical harm to himself, herself, or another or damage to property; or
2. Remove a disruptive student who is unwilling to leave the area voluntarily.

THE DESIGNATED PROGRAM ADMINISTRATOR MUST BE NOTIFIED OF ALL INCIDENTS INVOLVING THE USE OF PHYSICAL RESTRAINT AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF THE SCHOOL DAY IN WHICH THE INCIDENT OCCURRED.

(THIS REPORT MUST BE COMPLETED BY NO LATER THAN THE BEGINNING OF THE SCHOOL DAY FOLLOWING THE INCIDENT.)

**Student Name:**

**Date of Incident:**

**Location/Area of Incident:**

**Staff Completing Report:**

**Identify staff and student(s) who were involved in the incident:**

**Specifically explain the events/circumstances that led to the use of physical management:**

**Specifically explain any interventions that were used prior to the use of physical management:**

**Provide a description of the incident and/or the student's behavior that resulted in the use of physical management:**

**Log the student's behavior during the physical management, including technique(s) used by the staff and any other interactions between the student and staff:**

**Time Observed Behavior Staff**

**What length of time was the student physically managed?**



**Beginning time: End time:**

**Was anyone injured? No: ?Yes: ?**

**If yes, provide who was injured and a description of the injury(ies):**

**Was medical attention required? No: ?Yes: ?**

**If yes, provide who and a description of what actions were taken to provide medical attention:**

**Was any property damaged?No: ?Yes: ?**

**If yes, provide a description of property damage:**

**Provide a description of any planned approach for dealing with the student's behavior in the future:**

**Did you contact the student's parent/guardian about the incident?**

**Phone Call No: ?Yes: ?Date:**

**Written Notice\*?Yes: ?Date:**

**\*Within 24 hours of the use of physical restraint, written notice must be given to the student's parent/guardian that includes (1) the student's name, (2) the date of the incident, (3) a description of the intervention used, and (4) the name of a C.A.S.E. contact person with a telephone number to be called for further information.**

**Signature of staff completing report:**

**Date report completed:**

**Date report submitted to Program Administrator:**

**Date report reviewed by Program Administrator:**

**Date report submitted to Executive Director:**

**Date of parent/guardian notification:**

**Completed Only When (one or more of the following occur):**

- Isolated Time Out (ITO) exceeds 30 minutes
- Physical Restraint (PR) exceeds 15 minutes
- Repeated episodes occur during any 3 hour period

### **Clinical Review**

Conducted to determine the appropriateness of continuing the procedure in use. Factors to consider include but are not limited to, 1) need for medication, 2) nourishment, 3) use of restroom, 4) need for alternate strategies (e.g., assessment by mental health crisis team, assistance from police, or transportation by ambulance).

---

---

Certified Staff (knowledgeable about the use of isolated time out or trained in the use of physical restraint as applicable).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Notification:

Date of Phone Call(s) \_\_\_\_\_ Initial \_\_\_\_\_

Date Mailed \_\_\_\_\_ Initial \_\_\_\_\_

Staff Completing Report \_\_\_\_\_ Date \_\_\_\_\_

Program Administrator Review of Report \_\_\_\_\_ Date \_\_\_\_\_

If ITO and/or PR were used on an emergency basis for a student who does not have a behavioral intervention plan providing for the use of ITO and/or PR, an IEP meeting must be convened to discuss the incident and, if necessary, initiate the development of a behavioral intervention plan. If the student has experienced three instances of ITO and/or PR, a behavioral intervention plan must be developed by the IEP team.

Date of Scheduled IEP meeting \_\_\_\_\_

Program Administrator Date \_\_\_\_\_

DATED: September 17, 2010

**Cooperative Association for Special Education (CASE)**

## 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 Executive Director/Superintendent or designee shall ensure that CASE employees are aware of CASE member districts' suicide and depression awareness and prevention programs. Such programs 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 *Illinois School Code Section 5/2-3.166(c)(2)-(7)*. The Programs shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
  - a. For students, implementation will require education for students to develop a sound mind and a healthy body, pursuant to Illinois School Code, 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7.
  - 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 licensed school personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
  - b. Illinois State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide. Implementation will incorporate Paragraph 2, above, along with:
  - a. Implementing the goals and benchmarks of the Illinois Learning Standards and the *Children's Mental Health Act of 2003*, 405 ILCS 49/15(b), which (requires student social and emotional development in educational programs);
  - b. Guidance and counseling programs for students, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services pursuant to 105 ILCS 5/10-22.24a and 22.24b.
  - c. *The Children's Mental Health Act of 2003's* requirement for, protocols for responding to students with social, emotional, or mental health issues that impact learning ability; and
  - d. State and/or federal resources that address emotional or mental health safety plans for students who are 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 any building-level Student Support Committees established at the CASE member districts.
5. Reporting procedures. Implementation of this requirement shall incorporate any CASE member district policies on guidance and counseling programs and 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 Cooperative's Suicide and Depression Awareness and Prevention Program.

#### Monitoring

The Board will review and update this Policy as needed, pursuant to *Ann Marie's Law* and Board Policy 2:240, *Board Policy Development*.

#### Information to Staff, Parents/Guardians, and Students

The Executive Director/Superintendent shall inform CASE employees about this Policy and ensure its posting on CASE's website.

#### LEGAL REF.:

*Illinois School Code*, 105 ILCS 5/2-3.166, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

*Children's Mental Health Act of 2003*, 405 ILCS 49/

*Mental Health and Developmental Disabilities Confidentiality Act*, 740 ILCS 110/

*Individuals with Disabilities Education Act*, 42 U.S.C. §12101 et seq.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:65 (Student Social and Emotional Development), and 6:120 (Education of Children with Disabilities)

Adopted: March 6, 2020

**Cooperative Association for Special Education (CASE)**

## 7:340 Student Records

CASE student records are confidential and 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 or by a school employee, regardless of how or where the information is stored, except for: (1) writings or other recorded information that are kept in the sole possession of a school staff member, are destroyed not later than the student's graduation or permanent withdrawal, and are not accessible or revealed to any other person except a temporary substitute teacher (2) information maintained by law enforcement officers working in the school; (3) video or other electronic recordings created and maintained by law enforcement officers working in the school or for security or safety reasons or purposes, provided the information was created at least in part for law enforcement or security or safety reasons or purposes; (4) electronic recordings made on school buses; and (5) any reports received by a law enforcement agency and law enforcement records transmitted to the appropriate school official by a local law enforcement agency under a reciprocal reporting system. The content of video or other electronic recordings created and maintained by law enforcement officers working in the school or for security or safety reasons or purposes may become part of a school student record to the extent that school officials use and maintain this content for a particular reason regarding a specific student. Such video or other electronic recordings which become part of a student's records are not a public record and shall be released only in conformance with federal and State law.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. The information contained in 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. CASE may release directory information as permitted by law, but a parent/guardian shall have the right to object to the release of information regarding his or her child. However, CASE will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the student's parent/guardian. Upon request, CASE discloses school student records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law.

The Executive Director/Superintendent shall implement this policy with administrative procedures. The Executive Director/Superintendent shall also designate a *records custodian* who will be responsible for maintaining student records and protecting such records against risks, such as unauthorized access, release or use. The Executive Director/Superintendent or designee shall inform staff members of this policy, and shall inform students and their parents/guardians of this policy, as well as their rights regarding student records.

CASE shall maintain only those student records necessary to provide special education and related services to a student during his or her participation in a CASE program. CASE shall return all student records in its possession to the student's district of residence upon exit of the student from CASE programs.

The Executive Director/Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law.

### LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act, implemented by 34 C.F.R. Part 99.

50 ILCS 205/7.

105 ILCS 5/10-20.21b, 5/20.37, 5/20.40, and 5/14-1.01 et seq.

105 ILCS 10/, III. School Student Records Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

750 ILCS 5/602.11, III. Marriage and Dissolution of Marriage Act.

23 III.Admin.Code Parts 226 and 375.

Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).

Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information)

Adopted: March 6, 2020

**Cooperative Association for Special Education (CASE)**

## 7:340-AP Administrative Procedure - Student Records

### Student Records Defined

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 or by a school employee, regardless of how or where the information is stored, except for: 1) writings or other recorded information that are kept in a school staff member's sole possession destroyed not later than the student's graduation or permanent withdrawal, and not accessible or revealed to any other person except a temporary substitute teacher; (2) information maintained by law enforcement officers working in the school; (3) video or other electronic recordings created and maintained by law enforcement officers working in the school or for security or safety reasons or purposes, provided the information was created at least in part for law enforcement or security or safety reasons or purposes; (4) electronic recordings made on school buses; and (5) any reports received by a law enforcement agency and law enforcement records transmitted to the appropriate school official by a local law enforcement agency under a reciprocal reporting system.

The content of video or other electronic recordings created and maintained by law enforcement officers working in the school or for security or safety reasons or purposes may become part of a school student record to the extent that school officials use and maintain this content for a particular reason (e.g., disciplinary action, compliance with a student's IEP) regarding a specific student. Such video or other electronic recordings which become part of a student's records are not a public record and shall be released only in conformance with federal and State law.

### Maintenance of School Student Records

C.A.S.E. shall maintain only those student records necessary to provide special education and related services to a student during his or her participation in a C.A.S.E. program. C.A.S.E. shall return all student records in its possession to the student's district of residence upon the student's exit from C.A.S.E. programs.

For the period of a student's participation in C.A.S.E. programs, C.A.S.E. maintains two types of school records for each student: *permanent* records and *temporary* records.

The *permanent records* shall include:

Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parent(s)/guardian(s)

Academic transcripts, including grades, class rank, graduation date, grade level achieved, and scores on college entrance examinations, except that a parent may request in writing the removal of any such scores, and the unique student identifier assigned and used by the SIS

Attendance record

Health record

Record of release of permanent record information in accordance with 105 ILCS 10/6(c)

Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12)

If not maintained in the temporary record, the *permanent records* may include:

Honors and awards received

Information concerning participation in school-sponsored activities and athletics, or offices held in

school-sponsored organizations.

No other information shall be kept in the permanent records. All information not required to be kept in the student's permanent records is kept in the student's *temporary records* and must include:

A record of release of temporary record information in accordance with Section 6(c) of the Act

Scores received on the State assessment tests administered in the elementary grade levels (that is, kindergarten through grade 8)

Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, or the imposition of punishment or sanction

Information provided under Section 8.6 of the Abused and Neglected Child Reporting Act as required by Section 2(f) of the Act. No report other than what is required under Section 8.6 of the Abused and Neglected Child Reporting Act shall be placed in the student temporary record.

Completed home language survey form

Any biometric information that is collected by C.A.S.E.

Health-related information

Accident reports

The *temporary records* may include:

Family background information

Intelligence test scores, group and individual

Aptitude test scores

Reports of psychological evaluations, including information on intelligence, personality and academic information obtained through test administration, observation, or interviews

Elementary and secondary achievement level test results

Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations

Honors and awards received

Teacher anecdotal records

Other disciplinary information

Special education records

Records associated with plans developed under section 504 of the Rehabilitation Act of 1973

Any verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the education of the student

Information in the temporary record will indicate authorship and the date it was added to the record.

The Building Principal is the records custodian for his or her respective building and is responsible for



the maintenance, care, and security of a student's permanent or temporary records. The Building Principal or designee must take all reasonable measures to protect student records through administrative, technical, and security safeguards against risks, such as unauthorized access, release or use. Upon a student's exit from C.A.S.E. programs, the Building Principal or designee shall notify the parent(s)/guardian(s) and the student that all records in C.A.S.E.'s possession will be returned to the school district of residence and of their right to request a copy. Before C.A.S.E. destroys or deletes any information from a student's records, the parent/guardian must be given reasonable prior notice at his or her last known address and an opportunity to copy the record and information proposed to be destroyed or deleted. Student records shall be destroyed under the conditions set forth in the Local Records Act. Student records shall be reviewed at least every 4 years, or upon a student's change in attendance centers, whichever occurs first, to verify entries and correct inaccurate information.

C.A.S.E. uses students' Social Security numbers for intra-school identification purposes, if at all. However, C.A.S.E. may not require students or their parents/guardians to provide them. Absent a court order, C.A.S.E. will not provide educational records to the Immigration and Naturalization Service.

For purposes of this administrative procedure, a "court order" is a document signed by a judge. A subpoena signed by a court clerk, an attorney, or an administrative agency office shall not be considered a court order unless signed by a judge.

#### Access to Student Records

C.A.S.E. shall grant access to student records as follows:

1. Neither C.A.S.E. nor any of its employees or school officials shall release, disclose, or grant access to information found in any student record except under the conditions set forth in the Illinois School Student Records Act, the Mental Health and Developmental Disabilities Confidentiality Act, and their respective implementing rules.
2. The parent(s)/guardian(s) of a student under 18 years of age, or designee, shall be entitled to inspect and copy information in the child's records; a student less than 18 years old may inspect or copy information in the student's permanent school record. Such requests shall be made in writing and directed to the Building Principal. Access to the records shall be granted within 15 school days of C.A.S.E.'s receipt of such a request.

Where the parents/guardians are divorced or separated, both shall be permitted to inspect and copy the student's records unless C.A.S.E. receives a copy of a court order indicating otherwise. C.A.S.E. shall send copies of the following to both parents/guardians at either's request, unless C.A.S.E. has a copy of a court order indicating otherwise:

- a. Academic progress reports or records;
- b. Health related information;
- c. Notices of parent-teacher conferences;
- d. School calendars distributed to parents/guardians; and
- e. Notices about open houses, graduations, and other major school events including pupil-parent/guardian interaction.

When the student reaches 18 years of age, graduates from high school, marries, or enters military service all rights and privileges accorded to parent(s)/guardian(s) become exclusively those of the student.

Access shall not be granted the parent(s)/guardian(s) or the student to confidential letters and recommendations concerning the admission to a post-secondary educational institution,

applications for employment or the receipt of an honor or award which were placed in the records prior to January 1, 1975, provided such letters and statements are not used for purposes other than those for which they were specifically intended. Access shall not be granted to such letters and statements entered into the record at any time if the student has waived his or her right of access after being advised of his or her right to obtain the names of all persons making such confidential letters and statements.

3. C.A.S.E. may grant access to, or release information from, student records without parental/guardian consent or notification to C.A.S.E. employees or school officials, or employees or officials of the Illinois State Board of Education, who have a current, demonstrable educational or administrative interest in the student, in furtherance of such interest. A "school official" is a Board member, attorney, auditor, insurance representative, independent evaluator, or a contractor, consultant, volunteer, or other person to whom C.A.S.E. has outsourced institutional services or functions for which C.A.S.E. would otherwise use employees. A "current, demonstrable educational or administrative interest" means that the person requires access to the student record information to perform his or her required services or functions for C.A.S.E.
4. C.A.S.E. may grant access to, or release information from, student records without parental/guardian consent or notification to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.
5. C.A.S.E. shall grant access to, or release information from, a student's records pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice of such order's terms, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. However, C.A.S.E. will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's records without notice to or the consent of the student's parent(s)/guardian(s). Parents of students who are named in a court order shall be deemed to have received the required written notice, except where mental health or developmental disabilities records/information as defined in the Mental Health and Developmental Disabilities Confidentiality Act is in a student's records. The school shall respond to the order no earlier than 5 school days after its receipt in order to afford parents the opportunity to review, inspect and challenge the records if the parents choose to do so.
6. C.A.S.E. shall grant access to, or release information from, any student record as specifically required by federal or State law.
7. C.A.S.E. shall grant access to, or release information from, student records to any person possessing a written, dated consent, signed by the parent(s)/guardian(s) or eligible student stating to whom the records may be released; the information or record to be released; the reason for the release; the right of the parent(s)/guardian(s) or eligible student to copy the information to be disclosed, challenge its contents, limit the consent to designated record(s) or portion(s) of the information contained in those records, and revoke the consent in writing at any time; the consequences of a refusal to consent, if any; and the date on which the consent expires. One copy of the signed consent form will be kept in the temporary records and one copy is mailed to the parent(s)/guardian(s) or eligible student by the Executive Director/Superintendent.
8. C.A.S.E. may release student records, or information contained therein, to the official records custodian of another Illinois school, or an official with similar responsibilities in a school outside of Illinois, in which the student has enrolled or intends to enroll, upon written request from such official. This exception includes, but is not limited to, the disclosure of student records/information in connection with determining an appropriate placement for a student with disabilities under the IDEA, provided that the parent(s)/guardian(s) shall be given prompt written notice.
9. Prior to the release of any records, or information under items 6 and 8 above, C.A.S.E. shall

provide prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents. If the release is under 6 above and relates to more than 25 students, a notice published in the newspaper is sufficient.

10. C.A.S.E. may release student records, or information contained therein, in connection with an emergency without parent guardian consent if the knowledge of such information is necessary to protect the health or safety of the student or other persons. C.A.S.E. employees and school officials shall make this decision taking into consideration the nature of the emergency, the seriousness of the threat to the health or safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. C.A.S.E. shall notify the parent(s)/guardian(s) or eligible student as soon as possible of the information released, the date of the release, the person, agency or organization to whom the release was made, and the purpose of the release.
11. C.A.S.E. shall grant access to, or release information from student records to juvenile authorities when necessary for the discharge of their official duties upon their request before the student's adjudication, provided they certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" means: (a) a circuit court judge and court staff members designated by the judge; (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case; (d) any individual, public or private agency having court-ordered custody of the child; (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (f) any potential placement provider when such release is authorized by the court to determine the appropriateness of the potential placement; (g) law enforcement officers and prosecutors; (h) adult and juvenile prisoner review boards; (i) authorized military personnel; and (j) individuals authorized by court.
12. C.A.S.E. shall grant access to, or release information from student records, to a SHOCAP (Serious Habitual Offender Comprehensive Action Program) committee member, provided that:
  - a. The committee member is a State or local official or authority,
  - b. The disclosure concerns the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are to be released and the official or authority certifies in writing that the records will not be disclosed to any other party except as provided under State law without the prior written consent of the student's parent(s)/guardian(s),
  - c. The disclosure's purpose is limited to identifying serious habitual juvenile offenders and matching those offenders with community resources pursuant to Section 5-145 of the Juvenile Court Act of 1987, and
  - d. The release, transfer, disclosure, or dissemination consistent with the Family Educational Rights and Privacy Act.
13. Upon their request, military recruiters and institutions of higher learning shall have access to secondary students' names, addresses, and telephone listings, unless an objection is made by the student's parent(s)/guardian(s). The Building Principal or designee shall notify parents/guardians that they may make this objection.
14. C.A.S.E. charges \$.35 per page for copies of student records. No parent(s)/guardian(s) or student shall be precluded from receiving copies because of financial hardship.
15. Except as provided below, a record of all releases of information from student records (including all instances of access granted whether or not records were copied) shall be kept and maintained as part of such records. This record shall be maintained for the life of the student record and shall be accessible only to the parent(s)/guardian(s) or eligible student, or official

records custodian The record of release shall include:

- a. The nature and substance of the information released or made accessible.
- b. The name and signature of the official records custodian releasing the information.
- c. The name of the person obtaining the release or access, the capacity in which the request for information was made, and the purpose of the request.
- d. The date of the release or grant of access.
- e. A copy of any consent to such release.

No record of a disclosure is maintained when records are disclosed according to the terms of an *ex parte* court order.

### Court Orders of Protection

Upon receipt of a court order of protection, the Building Principal shall file it in the records of a child who is the "protected person" under the order of protection. No information or records shall be released to the Respondent named in the order of protection. When a child who is a "protected person" under an order of protection transfers to public or private school, or as soon as possible, the Building Principal shall, at the request of the Petitioner, provide, within 24 hours of the transfer or as soon as possible, written notice of the order of protection, along with a certified copy of the order, to the school to which the child is transferring.

### Directory Information

C.A.S.E. may release certain directory information regarding students, except that a student's parent(s)/guardian(s) may prohibit the release of the student's directory information. Directory information is limited to:

Name

Address

Gender

Grade level

Birth date and place

Parents'/guardians' names, mailing addresses, electronic mail addresses, and telephone numbers

Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications (e.g., yearbooks, newspapers, or sporting or fine arts programs), except that:

A) No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, and

B) No image on a school security video recording shall be designated as directory information

Academic awards, degrees, and honors

Information in relation to school-sponsored activities, organizations, and athletics

Major field of study

## Period of attendance in school

The notification to parents/guardians and students concerning student records will inform them of their right to object to the release of directory information.

### Student Biometric Information Collection

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

Before collecting student biometric information, C.A.S.E. shall obtain written permission from parent(s)/guardian(s) or eligible student. Upon a student's 18<sup>th</sup> birthday, C.A.S.E. shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited, except (1) if prior written consent is provided by the parent/guardian or eligible student, or (2) pursuant to court order.

C.A.S.E. will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or permanently withdraws from C.A.S.E., or (2) C.A.S.E. receives a written request to discontinue use of biometric information from the parent/guardian or eligible student. Requests to discontinue using a student's biometric information shall be forwarded to the Executive Director or designee.

### Student Record Challenges

The parents/guardians may challenge the accuracy, relevancy, or propriety of their student's school records, with the exception of academic grades, current maintained by C.A.S.E. Also, when the student's records are being forwarded to another school to which the student is transferring, no challenge may be made to references to expulsions or out-of-school suspensions. The request for a hearing must be submitted in writing to the official records custodian and contain notice of the specific entry or entries to be challenged and the basis of the challenge. A records challenge will be conducted according to the following procedures:

1) An initial informal conference will be held with the parents, within 15 school days of receipt of the written request for a hearing.

2) If the challenge is not resolved by the informal conference, the following will be initiated:

A) A hearing officer, who is not employed in the attendance center in which the student is enrolled, will be appointed by C.A.S.E.

B) The hearing officer will conduct a hearing no later than 15 days after the informal conference, unless an extension of time is agreed upon by the parents and school officials. The hearing officer will notify parents and school officials of the time and place of the hearing.

C) At the each party has the right to:

1. Present evidence and to call witnesses;

2. Cross-examine witnesses;
3. Counsel;
4. A written statement of any decision and the reasons therefore; and
5. Appeal an adverse decision to an administrative tribunal or official to be established or designated by the State Board.

D) A verbatim record of the hearing will be made by a tape recorder or a court reporter. A typewritten transcript may be prepared by either party in the event of an appeal of the hearing officer's decision. However, a typewritten transcript is not required in an appeal.

E) The hearing officer will transmit a written decision will be transmitted to the parents and C.A.S.E. no later than 10 school days after the conclusion of the hearing. It must be based solely on the information presented at the hearing and must be one of the following:

- i) To retain the challenged contents of the student record;
- ii) To remove the challenged contents of the student record; or
- iii) To change, clarify or add to the challenged contents of the student record.

3) Any party will have the right to appeal the hearing officer's decision to the Regional Superintendent within 20 school days after the decision is transmitted. If the parent appeals, the parent will inform C.A.S.E. and within 10 school days C.A.S.E. will forward a transcript of the hearing, a copy of the record entry in question and any other pertinent materials to the Regional Superintendent. C.A.S.E. may initiate an appeal by the same procedures.

The parent(s)/guardian(s) may insert a written statement of reasonable length describing their position on disputed information. C.A.S.E. will include a copy of the statement in any release of the information in dispute.

### Special Education Records

For purposes of this administrative procedure, "special education records" means student records that relate to identification, evaluation, or placement of, or the provision of a free and appropriate public education to, a student with a disability under the Individuals with Disabilities Education Act (IDEA), Article 14 of the School Code, and their respective implementing regulations. Special education records include the report of the multidisciplinary staffing conference on which placement or non-placement was based, and all records and audio recordings in any format relating to special education placement hearings and appeals.

A student's special education records and other information contained in the student's temporary records may be of continued assistance when after the student exits C.A.S.E. programs. The special education records and other temporary records may include individualized education plans (IEPs), reports of psychological and other evaluations of the student, disciplinary information, aptitude/intelligence test scores, and/or other information that may be useful for future educational planning for the student and/or for the provision of vocational, health, mental health, educational, or other services to the student.

After the student exits C.A.S.E. programs, all special education records in its possession are returned to the student's district of residence. A parent/guardian or student may request a transfer of the special education records from the resident school district.

### Other Rights

No person may condition the granting or withholding of any right, privilege or benefits or make as a condition of employment, credit, or insurance the securing by any individual of any information from a

student's temporary record which such individual may obtain through the exercise of any right secured under State law.

Parent(s)/guardian(s) have the right to file a complaint with the U.S. Department of Education concerning alleged failures by C.A.S.E. to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington DC 20202-4605

LEGAL REF.:

20 U.S.C. §1232(g)(j).

Owasso I.S.D. No. I-011 v. Falvo, 122 S.Ct. 934 (2002).

Chicago Tribune Co. v. Chicago Bd. of Ed., 773 N.E.2d 674 (Ill.App.1, 2002).

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part99.

105 ILCS 5/10-21.8 and 10/1 et seq.

23 Ill.Admin.Code §Part 375.

DATED : August 26, 2020

**Cooperative Association for Special Education (CASE)**

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

Educational technologies used in the Cooperative shall further the objectives of the Cooperative's educational program, as set forth in Board policy 6:10, *Educational Philosophy and Objectives*, align with the curriculum criteria in policy 6:40, *Curriculum Development*, and/or support efficient Cooperative operations. The Executive Director/Superintendent shall ensure that the use of educational technologies in the Cooperative meets the above criteria.

The Cooperative 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 Cooperative 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 Cooperative is prohibited. Protecting such information is important for legal compliance, Cooperative operations, and maintaining the trust of Cooperative stakeholders, including parents, students and staff. The Board designates the I.T. Coordinator, to serve as Privacy Officer, who shall ensure the Cooperative 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 Executive Director/Superintendent or designee designates which Cooperative 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 Executive Director/Superintendent or designee shall ensure the Cooperative 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 Executive Director/Superintendent or designee shall also ensure that the Cooperative provides any breach notifications required by State law.

### LEGAL REF.:

20 U.S.C. §1232g, Family and Educational Rights and Privacy Act, implemented by 34 C.F.R. Part



99.

105 ILCS 10/, III. School Student Records Act.

105 ILCS 85/, Student Online Personal Protection Act.

CROSS REF.: 4:15 (Identity Protection), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks), 7:340 (Student Records)

Adopted: November 6, 2020

**Cooperative Association for Special Education (CASE)**

**SECTION 8 - COMMUNITY RELATIONS**

**Cooperative Association for Special Education (CASE)**

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

### A. Advertising and Posting or Distributing Materials or Literature in C.A.S.E. Schools or on C.A.S.E. grounds

C.A.S.E. has not established an open forum for the distribution of advertising, material, or literature by non-school related individuals or entities. No advertising, material, or literature shall be posted or distributed by non-school related individual, group, company, or community-based organization that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, (4) be defamatory, obscene, vulgar, or indecent, or (5) advance or oppose religion or related interests except as set forth in Section D below, (6) advance or oppose a political agenda, interest or candidate except as set forth in Section D below. In all respects it is the intent of the Board of Directors that the content of any advertising, material, or literature distributed by non-school related individuals or entities be limited and in accordance with this Policy, be neither controversial nor disruptive, and be appropriate to the mission of C.A.S.E. and C.A.S.E.'s pedagogical concerns.

### B. Community, Educational, Charitable, or Recreational Organizations

Also subject to Section A above, community, educational, charitable, recreational, or similar groups may, under procedures established by the Executive Director, advertise events pertinent to students' interests or involvement. This may include displaying posters in areas reserved for community posters, having flyers distributed to students, or being included in the school's or Cooperative's website where appropriate. All material and literature must be (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Executive Director or designee. The Cooperative reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

### C. Commercial Companies and Political Candidates or Parties

Commercial companies and political candidates or organizations are prohibited from advertising, posting, or distributing materials in C.A.S.E. schools, on C.A.S.E. grounds, or on school or C.A.S.E. websites.

### D. Religion or Political Materials

Material that advances or opposes religion or related interests, or advances or opposes a political agenda, interest or candidate, will not be accepted for posting or distribution, except when used as part of 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 Fund-Raising Activities), 7:330 (Student Use of Buildings - Equal Access)

Adopted: February 8, 2019

**Cooperative Association for Special Education (CASE)**

## 8:30 Visitors to and Conduct on School Property

When CASE is providing services or operating programs within the schools of a member district, the member district's visitor policy will apply.

The Cooperative expects mutual respect, civility, and orderly conduct among all people on CASE property or at a CASE event. No person on CASE property or at a CASE event (including visitors, students, and employees) shall:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official, coach, or any other person.
2. Behave in an unsportsmanlike manner, use vulgar or obscene language.
3. Possess a weapon, any object that can reasonably be considered a weapon, looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface CASE property.
6. Violate any Illinois law, town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any CASE activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of CASE 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 CASE employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other CASE policies or regulations, or a directive from an authorized security officer or CASE employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects CASE or a CASE function.

### Convicted Child Sex Offender

When CASE is providing services or operating programs within the schools of a member district, the member district's convicted child sex offender policy will apply.

### Exclusive Bargaining Representative Agent

**Please refer to the applicable collective bargaining agreement(s).**

**For employees whose collective bargaining agreement does not address this subject:**

Upon notifying the ESY 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 Cooperative.

## Enforcement

When CASE is providing services or operating programs within the schools of a member district, the member district's policy will apply. During ESY any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The ESY Principal or designee shall seek immediate removal of any person who refused to provide requested identification.

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

### LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. §7181 et seq., Pro-Children Act of 1994.

105 ILCS 5/10-20.5b, 5/22-33, 5/24-25, and 5/27-23.7(a).

115 ILCS 5/3(c), Ill. Educational Labor Relations Act.

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

430 ILCS 66/, Firearm Concealed Carry Act.

410 ILCS 705/, Cannabis Tax and Regulation Act.

720 ILCS 5/11-9.3.

CROSS REF.: 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:250 (Community Resource Persons and Volunteers),

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

## 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 Cooperative 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 Cooperative 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 Executive Director or designee is designated the Title II Coordinator and shall:

1. Oversee the Cooperative's compliance efforts and recommend necessary modifications to the Board of Directors.
2. Maintain the Cooperative'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.
3. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Executive Director or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Executive Director or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

### LEGAL REF.:

Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131 et seq.; 28 C.F.R. Part 35.

Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).

105 ILCS 5/10-20.51.

410 ILCS 25/, Environmental Barriers Act.

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Expansion Programs)

ADOPTED: March 7, 2019

**Cooperative Association for Special Education (CASE)**

## **8:80 Gifts to the Cooperative**

The 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 Executive Director/Superintendent or designee. Individuals should obtain a pre-acceptance commitment before identifying the Cooperative.
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.
4. Be viewpoint neutral. The Executive Director/Superintendent 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.
5. 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.

### LEGAL REF.:

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

105 ILCS 5/16-1.

23 Ill.Admin.Code §200.40.

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

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**



## **8:95 Parental Involvement**

In order to assure collaborative relationships between students' families and the Cooperative, and to enable parents/guardians to become active partners in their children's education, the Executive Director shall develop administrative procedures to:

1. Keep parents/guardians thoroughly informed about their child's school and education.
2. Encourage parents/guardians to be involved in their child's school and education.
3. Establish effective two-way communication between parents/guardians and the Cooperative.
4. Seek input from parents/guardians on significant school-related issues.
5. Inform parents/guardians on how they can assist their children's learning.

The Executive Director shall periodically report to the Board of Directors on the implementation of this Policy.

LEGAL REF.:

105 ILCS 5/10-20.5

CROSS REF.:6:250 (Community Resource Persons and Volunteers), 8:10 (Cooperative-Community Relations Goals)

Adopted: May 13, 2019

**Cooperative Association for Special Education (CASE)**

## 8:110 Public Suggestions and Concerns

### Public Suggestions and Concerns

The CASE Board is interested in receiving suggestions and concerns from members of the community. Any individual may make a suggestion or express a concern by contacting CASE. Community members who email CASE or any CASE 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. All suggestions and/or concerns will be referred to the appropriate level staff member or Cooperative administrator who is most able to respond in a timely manner. Each concern or suggestion shall be considered on its merit.

An individual who is not satisfied may file a grievance under 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.

#### LEGAL REF:

115 ILCS 5/14(c-5), Ill. Educational Labor Relations Act.

CROSS REF: 2:140 (Communications To and From the Board), 2:230 (Public Participation at Board of Directors Meetings and Petitions to the Board), 2:260 (Uniform Grievance Procedure), 3:30 (Chain of Command), 6:235 (Access to Electronic Networks), 6:260 (Complaints About Curriculum, Instructional Materials and Programs), 8:10 (Connection with the Community)

Adopted: June 5, 2020

**Cooperative Association for Special Education (CASE)**

