

**TRI-COUNTY SPECIAL EDUCATION ASSOCIATION**  
**Board Managerial Policy**

**ARTICLE ONE - BOARD ORGANIZATION**

**I. Boards of Education**

The Boards of Education of member districts shall delegate to the Executive Committee of the Tri-County Special Education Association (Association) the appropriate authority and responsibility to develop and implement the policies and procedures necessary to operate the Association.

**II. Association Council**

- A. In accordance with Article V of the Joint Agreement, the membership of the Association Council shall consist of each Superintendent and one representative Board Member from each member district. The Superintendents of each Regional Office of Education shall be non-voting, ex officio members.
- B. The Association Council shall hold an annual meeting in May of each year. The Executive Director shall present a report, which delineates goals accomplished during the previous year as well as goals established for the current year. The annual budget shall be presented for action by the Association Council. These meetings shall be open to the public.
- C. Minutes of all meetings shall be kept in the Office of the Executive Director and shall be available for public inspection after approval by the Council. These minutes shall include the Joint Agreement's annual budget, all amendments and all actions by the Association Council. Copies of the minutes shall be sent to all Association Council members and Superintendents.
- D. Special meetings of the Association Council will be called by the Chairperson, as needed, or upon receiving requests from at least seven member district representatives.

**III. Executive Committee**

- A. In accordance with Article VI of the Joint Agreement, the membership will consist of fourteen (14) members; seven Superintendents and seven duly elected Board Members from the member districts. The members will represent the seven districts as defined in the Joint Agreement, Article 6-1. At the discretion of each Board of Education, an alternate Board Member may be elected to attend Executive Committee meetings in the absence of the regular Board Member. No alternate will be authorized for the Superintendent.
- B. At the first regular session of the Executive Committee following the organizational meeting, the Executive Committee shall elect a Chairperson and Vice-Chairperson from the representatives of the Superintendents.

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- C. The Executive Committee shall conduct regular meetings in the months of January, February, March, April, June, August, September and November. The scheduled times and dates of specific meetings will be determined annually by the Committee at the June Meeting.
- D. Minutes of all meetings shall be kept in the Office of the Executive Director and shall be available for public inspection after approval by the Executive Committee. These minutes shall include all actions by the Executive Committee and reports made to said committee. Minutes will be supplied to all members of the Association Council and Superintendents.
- E. Special sessions of the Executive Committee will be called as needed by the Chairperson or upon the Director receiving requests from at least three member districts.
- F. The Executive Committee's responsibilities include, but are not limited to, establishment of all positions of the Association, approval of all personnel, approval of all policies and procedures, and recommendation to the Association Council regarding the annual budget.

**IV. Superintendents of Member Districts**

- A. The responsibility of giving educational guidance to participating district's Boards of Education concerning the areas of special education rests with individual Superintendents. Accordingly, each Superintendent shall maintain active and open communication with the Executive Committee and the Executive Director.
- B. The Executive Director shall assume responsibility of informing district superintendents of needed teacher approvals and reimbursement claims and shall provide technical assistance in the special education area, as needed.
- C. Each member district shall be responsible for the completion and submission to the Executive Director all forms required by the Illinois State Board of Education for purposes of receiving teacher approval and/or reimbursement. Upon receipt and within the timelines provided by the State Board of Education, the Executive Director shall submit electronically all approvals and claims to the State Board of Education.

**V. Administrative District**

- A. The fiscal and legal affairs of the Association shall be administered by an Administrative District.
- B. The Administrative District shall be appointed by the Executive Committee from among the member districts for a term of one (1) year, or until a successor district has

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been appointed. The Administrative District or the Executive Committee may terminate the Administrative District's appointment provided that notice is given to the Director, in writing, at least six (6) months prior to the end of the fiscal year.

- C. The Administrative District shall be responsible to the Association as follows:
  - 1. To provide services from a recognized bonded treasurer, whose bond is on file with the Regional Office of Education.
  - 2. To keep records of all fiscal transactions of the Association and to prepare reports on a monthly basis.
  - 3. To ratify employment and pay the salaries of the Association's employees.
  - 4. To make all purchases and expenditures for the Association consistent with its policies, budgetary limitations, and relevant provisions of the *School Code*.
- D. The Administrative District shall be reimbursed for expenses and for non-professional, administrative, and clerical services provided to the Association. Such amount shall be negotiated annually with the Executive Committee upon the request of the Administrative District.
- E. The Administrative District shall have a certified public accountant firm perform an audit of the Association's accounts annually. The report of this audit shall be made available to the Executive Committee.

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**ARTICLE TWO-FINANCE AND OPERATIONS**

**I. Budget**

- A. At its first regular meeting after its organizational meeting, the Executive Committee shall appoint a Finance Committee to assist the Executive Director in drafting budgets and, as necessary, overseeing implementation of the Association's fiscal procedures. The Executive Director shall disseminate financial information at each Executive Committee meeting.
1. The Executive Director shall be responsible for developing the budget for each fiscal year, July 1 through June 30. He/she shall work with the Administrative District to state the amount of cash on hand at the beginning of the fiscal year and the estimated receipts and expenditures for the fiscal year.
  2. The local budget anticipates revenues and expenditures arising from member district assessments, contractual services, and state resources.
  3. The Executive Director shall present the draft budget to the Association Council for adoption at its May meeting. The Association's Budget is a compilation of each of the following: IDEA Flow-Through and Preschool grants, local and Medicaid budgets as approved by the Executive Committee, and budgets prepared for other grants and funding sources.
- B. The Executive Director shall present the tentative local and, as applicable, Medicaid budgets to the Executive Committee no later than its March meeting for study and no later than its April meeting for approval.

**II. Finances**

- A. The Director shall prepare and distribute the Association's Annual Financial Audit Report to all member district Superintendents following approval of the Executive Committee.
- B. On an annual basis, the Executive Director will review the Annual Financial Reports or audited reports of those member districts that undergo an A-133 audit to confirm sub-grant receipts and expenditures.
- C. Selected Association costs relative to administrative and centralized services, shall be assessed to each member district utilizing two assessment components:
1. Each member district shall be assessed a per capita share computed on said district's percentage of the total Association enrollment as reflected on the Public District Fall Enrollment/Housing Report as of September 30th of the previous year.

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2. Each member district shall be assessed an equal assessment factor, obtained by dividing costs (in accounts that are paid equally) by the number of participating districts.
3. Individual member districts may request additional services to be paid for by the district requesting the service. The Association will provide these services upon approval of the Executive Committee.

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**ARTICLE THREE - PERSONNEL**

**I. Executive Director**

1. Qualifications

The Executive Director of Special Education shall have a minimum of a master's degree and shall meet all qualifications required by the Illinois State Board of Education for a State approved Director of Special Education. The Executive Director shall have those qualities and competencies, which will enable him/her to give effective leadership to special education programs.

2. Employment

The Executive Director shall be employed by the Executive Committee for such a period of time as deemed advisable by said Committee. The Executive Committee shall annually evaluate the Executive Director at the regular January meeting. Terms of his/her contract shall be set and sent to the Administrative District on or before February 1 (unless a mutually agreed upon later date was established) for ratification.

3. Responsibilities

The Executive Director shall report directly to the Executive Committee. The Executive Director shall confer with and advise the Executive Committee concerning policies and decisions relating to special education. He/she shall be responsible for the overall operation of the Association in accordance with both federal and State Regulations and, within that framework, be responsible for all administrative, educational, and financial matters pertaining to the Association including the development of federal and State proposals and subsequent amendments. Information and reports, as necessary, shall be prepared and submitted to the Executive Committee.

**II. Employment Status**

A. Special Education teachers shall be employed by operating districts.

B. Certified Employees not covered by a collective bargaining agreement are entitled to the benefits outlined in this Article.

C. Therapy Personnel

1. Licensed therapy assistants work with students under the supervision of therapists and the Executive Director. Assistants work a 180 day schedule.

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2. Speech-Language Pathologists are employed by the Association for the purpose of providing a full range of speech-language services to students in the member districts. Speech-Language Pathologists are supervised by the Executive Director in conjunction with local administrators and the Association's Supervisor of Speech-Language Services. Speech-language pathologists work a 190-day schedule, but are expected to adapt individual calendars and daily schedules in a manner that maximizes the therapy time in each assigned building.

**D. Clerical Personnel**

1. Twelve-month Secretaries - Secretaries employed to work 7 hours per day or 35 hours per normal work week for the period from July 1 through June 30 are considered full-time employees.
  2. Ten-month Secretaries - Secretaries employed to work 7 hours per day or 35 hours per normal work week, for ten (10) months beginning mid-August of each school year, are considered full-time employees.
  3. Part-time Secretaries - Secretaries employed to work less than 7 hours per day or less than 35 hours per normal work week are considered part-time employees.
  4. Temporary Employees – These individuals are hourly employees and are not eligible for any fringe benefits or paid vacation.
- E. Independent Contractors provide agree-upon services in accordance with individual contracts. They receive payment at an agree-upon hourly rate, receive no benefits, and are not employees of the Association. Independent Contractors shall provide annual documentation of liability insurance to the Director or designee and must also abide by the policies and procedures of the Association.

**III. Employee Benefits**

- A. Standard benefits for Association employees not otherwise covered under a collective bargaining agreement include the following: (a) sick days, (b) holidays, (c) personal days, (d) bereavement days, (e) board-paid retirement benefits, (f) professional development days, (g) board-paid contributions toward health insurance, (h) a \$20,000 life insurance policy, (i) an opportunity for eligible employees to participate in the FLEX or cafeteria plan, (j) mileage reimbursement, and (k) unpaid leaves under specific circumstances.
- B. Twelve-month Secretaries receive two weeks paid vacation for the first ten (10) years of employment with the Association and three weeks paid vacation every year thereafter commencing on July 1<sup>st</sup> of the employee's 11<sup>th</sup> year; two (2) paid personal

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days per year, paid school holidays, twelve (12) sick days per year accumulating to 240, and the same board contribution toward health, accident and life insurance coverage provided to the professional staff.

- C. Ten-month Secretaries receive paid school holidays, two (2) paid personal days per year, ten (10) sick days per year accumulating to 240, and the same board contribution toward health, accident and life insurance coverage provided to the professional staff.
- D. Part-time Secretaries shall accrue sick days at a rate of one (1) day for each twenty (20) days worked. The board contribution toward health, accident and life insurance coverage, sick leave as well as personal leave will be pro-rated based upon the percentage of the work day. Such employees are not entitled to paid school holidays or paid vacations.
- E. All vacations days must be taken within the year during which they are earned and shall not accumulate. Vacation days not used in the year in which they are earned shall be lost and the employee shall not be entitled to any compensation for those days.

**IV. Employee Orientation**

- A. Orientation consistent with implementing both job responsibilities and management policies and procedures is provided to new and returning employees at the beginning of each school year.
- B. All Association employees shall be directly responsible to the Executive Director.

**V. Seniority and Tenure**

- A. Seniority Lists are presented annually to the Executive Board for each classification of non-administrative certified personnel and will be posted no later than February 1st of each year.
- B. Tenure is conferred upon certified employees, excluding administrators, in a manner consistent with Illinois law. All other personnel are at-will employees.

**VI. Evaluation**

The Executive Director, Assistant Directors, and supervisory personnel will evaluate those employees for which they have been assigned using the current Association evaluation tool.

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**VII. Nondiscrimination and Accommodations**

- A. Non-discriminatory Employment Practices. The Association does not discriminate on the basis of age, race, color, ethnicity, gender, religion, or disability. All complaints of discrimination shall be handled through the Uniform Grievance Policy, set out in Article Four.
- B. Accommodations to the Workplace. Any request for reasonable accommodations will be considered consistent with the *Americans with Disabilities Act*, IDEA 2004, and Section 504 of the *Rehabilitation Act of 1974*.

**VIII. Employment Eligibility**

- A. All new employees are required to show evidence of physical fitness to perform the assigned job duties and freedom from communicable diseases, including tuberculosis. Results of this examination shall be filed with the Administrative District before the first pay period in October, and will be kept in personnel files in the Association's Administrative Offices.
- B. All certified employees shall register their certificates in the county of the Administrative District.
- C. All employees shall be required to consent to a criminal background check and fingerprinting as a condition of employment. Costs associated with fingerprinting may be required of the employee, and reimbursed by the Association.

**IX. Employee Work Calendar/Day**

- A. The staff work calendar, in accordance with provisions set forth in the Negotiated Agreement between the Tri-County Special Education Association cooperative and the Tri-County Education Association, shall be prepared by the Executive Director. Said calendar will indicate the first and last day of the contract period, legal holidays, no-work days, vacation periods for employees and emergency days.
- B. Emergency Days
  - 1. All Employees are responsible for ensuring their own safety and may elect to use personal emergency days or other allowable alternatives when environmental conditions make these options necessary.
  - 2. If emergency days are called for schools in an employee's assigned area, the employee will report to his or her Tri-County office for work, work in a different district that is in session, work in an alternative location designated by the Executive Director, or make individual arrangements for the day. Individual arrangement options are outlined in the Management Procedures.

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3. Emergency closings of satellite and home office locations will be at the discretion of the Executive Director. Closings will be announced as described in the Management Procedures.
  
- C. Personal adjustments to the Association calendar are encouraged and will be approved by the Executive Director in order to maximize the time personnel spend working with students, parents, and educators in district programs. A written request shall be made of the Executive Director, detailing the days to be traded within the same contract year and the anticipated impact or benefit to assigned districts.
  
- D. Attendance. Employees are expected to follow management procedures for reporting absences and requesting leaves. Briefly, it is important to immediately notify (a) the Executive Director or his/her designee and (b) personnel with whom one is scheduled to work that day. Excessive absences may signal an underlying condition impacting the ability to work, the need for an extended leave, and/or and the need to plan alternative means of delivering necessary district services. The Executive Director and Employee will discuss the circumstances and needs surrounding excessive absences.
  
- E. Work Days consist of seven hours of service and an unpaid lunch each day or as outlined in any applicable collective bargaining agreement.

**X. Family and Medical Leave Act Leave**

A. General

1. Eligibility for Leave, Duration and Purpose of Leave

Pursuant to the *Family and Medical Leave Act* (the "FMLA"), any employee who has been employed by the Association for at least 12 months, and has worked at least 1,250 hours during the preceding 12 months, shall be entitled to an unpaid leave of absence of up to 12 work weeks during a 12-month period for the following purposes:

- (a) the birth of a child and to care for the newborn child, provided the leave is completed no later than 12 months after the birth of the child;
  
- (b) the placement of a child with the employee for adoption or foster care, provided the leave is completed no later than 12 months after the placement of the child;
  
- (c) because the employee is needed to care for the employee's spouse, child or parent with a serious health condition; or
  
- (d) the treatment of a serious health condition that makes the employee unable to perform the functions of the job.

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A full-time instructional employee shall be deemed to have met the 1,250 hour requirement unless the Board can demonstrate that the instructional employee did not work 1,250 hours in the preceding 12 months.

2. Calculation of 12-Month Period

Each time an employee takes FMLA leave, the remaining leave to which the employee is entitled would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. Example: If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken. Example: An employee takes four (4) weeks of FMLA leave beginning February 1, 2000; four (4) weeks beginning June 1, 2000; and four (4) weeks beginning December 1, 2000. In this case, the employee would not be entitled to any additional FMLA leave until February 1, 2001. However, beginning on February 1, 2001, the employee would be entitled to four (4) weeks of leave; on June 1, 2001, the employee would be entitled to an additional four (4) weeks, and on December 1, 2001, an additional four (4) weeks of FMLA leave.

3. Intermittent or Reduced Schedule Leave

When medically necessary, FMLA leave may be taken on an intermittent, or a reduced schedule, basis for an employee's own illness or injury or to care for a sick family member. FMLA leave may not be taken on such basis after the birth or adoption of a child or placement of a child in foster care unless approved by the Executive Committee, except in situations when the mother or newborn child has a serious health condition. If the request for intermittent leave or leave on a reduced schedule is foreseeable based upon planned medical treatment, the Executive Committee may require the employee to transfer temporarily to an available alternate position which better accommodates recurring periods of leave.

4. Health Insurance

During FMLA leave, the Executive Committee shall maintain group health insurance coverage under the same conditions that would have been provided if the employee was working. If an employee does not return to work after an unpaid FMLA leave, the employee shall repay the cost of health insurance premiums paid by the Executive Committee unless the employee's failure to return is due to (a) the continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA leave or (b) other circumstances beyond the employee's control.

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5. Return to Work

Upon return from FMLA leave, the employee shall be placed in the same position the employee held when the leave commenced or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nothing herein shall grant the employee greater rights to reinstatement, benefits or conditions of employment than if the employee had been continuously employed. A key employee may be denied restoration to employment if it is necessary to prevent substantial and grievous economic injury to the operations of the Executive Committee.

B. Combination With Other Leaves

Any employee qualifying for FMLA leave may first substitute any other applicable paid leave (e.g., sick leave) and/or vacation leave or personal leave prior to utilizing FMLA leave. The use of FMLA leave shall not preclude the use of other applicable paid or unpaid leave that would extend the employee's leave beyond 12 work weeks. Additionally, although not considered a "leave," if an employee is absent from work due to a compensable injury on the job and/or occupational disease under the *Workers' Compensation Act*, such absence will be deducted from the employee's 12 week FMLA entitlement, if the injury/illness is one that meets the criteria for a serious health condition.

C. Special Leave Rules For Instructional Employees

1. Required Continuation of Leave

The Executive Committee may require an instructional employee to continue taking FMLA leave until the end of the semester if:

- (a) the leave begins more than five weeks before the end of the semester, the leave will last at least three weeks and the instructional employee would otherwise return to work during the last three weeks of the semester; or
- (b) the leave (which is for a purpose other than the instructional employee's own serious health condition) begins during the last five weeks of the semester, the leave will last for more than two weeks and the instructional employee would otherwise return to work during the last two weeks of the semester; or
- (c) the leave (which is for a purpose other than the instructional employee's own serious health condition) begins during the last three weeks of the semester, and the leave lasts more than five working days.

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Any leave required by the Board to be taken until the end of the semester shall not be counted as FMLA leave. However, the Executive Committee shall continue to maintain health insurance group coverage, pursuant to A.4, and the employee shall be entitled to the restoration rights set forth under A.5.

2. Reduced Schedule or Intermittent Leave

If an instructional employee requests FMLA intermittent leave or leave on a reduced schedule to care for a family member, or for an employee's own serious health condition, which is foreseeable based on planned medical treatment that would cause such employee to be on leave for more than 20% of the total number of working days over the duration of the leave, the Executive Committee may require the employee to choose either to:

- (a) take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- (b) temporarily transfer to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.

If an employee elects to take the leave for a "period or periods of a particular duration," the entire period of leave taken will count as FMLA leave.

D. Spouses Employed By Same Employer

If leave is taken by spouses who are both employed by the Board for birth or placement of a child for adoption or foster care, or to care for the employee's parent with a serious health condition, such leave is limited to a combined total of 12 work weeks. This limitation does not apply to leave taken by either spouse to care for the other spouse or a child with a serious health condition, or for leave taken due to the employee's own serious health condition.

E. Rules and Regulations

The Executive Director is authorized to adopt rules and regulations, consistent with the FMLA, regarding the provision of notice of leave, medical certification, distribution of FMLA information, and recordkeeping requirements and such other matters necessary to implement the FMLA.

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F. FMLA Controlling

In the event this Policy or its Rules or Regulations conflict with the FMLA, the FMLA shall control. To the extent that this Policy or its Rules and Regulations is silent on a matter covered by the FMLA, the FMLA and its implementing rules and regulations shall control.

**XI. Temporary and Permanent Disability**

A. General

In furtherance of its duties to employ staff to conduct its educational programs, the Executive Committee is authorized to establish guidelines for determining when an employee is temporarily or permanently disabled. The absence of any employee caused by temporary disability, as hereinafter defined, shall not affect his/her tenured status, nor shall any employee be dismissed for reasons of temporary disabilities which prevents the performance of services. If an employee is determined by the Executive Committee to be permanently disabled, as defined hereunder, the Executive Committee may determine, in its sole discretion and after the employee has exhausted all accumulated sick leave, sick leave bank benefits and leave pursuant to the *Family and Medical Leave Act* (the "FMLA"), to terminate the employment of the permanently disabled employee for inability to perform his/her required services to the Association.

B. Temporary Disability

An employee shall be deemed temporarily disabled if that employee, because of ill health, incapacity, or for any other reason, is physically or mentally unfit to perform his/her duties during the school term and, as a consequence, is either continuously absent for a period of not more than ninety (90) consecutive calendar days, or is intermittently absent from service for 90 out of 120 consecutive calendar days, for the same or a related illness or incapacity.

C. Permanent Disability

An employee who, because of ill health or other incapacity, is either continuously absent during the school term, for the same or a related illness or incapacity, for more than ninety (90) consecutive calendar days, or intermittently absent for more than 90 out of 120 consecutive calendar days, shall be deemed permanently disabled. An employee may also be deemed permanently disabled immediately, or in less than ninety (90) calendar days, provided the Executive Committee receives a statement from a physician licensed in Illinois to practice medicine in all of its branches acknowledging the permanent nature and duration of the employee's disability.

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D. Temporary Disability Leave

Any employee who is temporarily disabled and has exhausted all his/her accumulated sick leave, sick leave bank rights, and FMLA leave shall be placed automatically on an unpaid disability leave of absence for a temporary period of time, not to exceed ninety (90) calendar days or 90 out of 120 intermittent calendar days from the commencement of the illness or incapacity. The employee's right to fringe benefits, including health insurance coverage and seniority credit, during the period of a temporary disability leave shall be governed by the general conditions applicable to all leaves of absence in the Association including the provisions of the Association's policy on Family and Medical Leaves of Absence.

E. Computation of Absences

Time periods under Sections B, C or D of this Policy shall be computed anew at the start of a new fiscal year. If, however, an employee remains disabled at the start of a new fiscal year from the same or a related disability which caused the employee to be absent the previous fiscal year, then the time period shall not be computed anew but shall be continued from the previous fiscal year.

F. Effect on Probationary Service

Nothing in this policy is intended to prevent the Executive Committee, upon the recommendation of the Executive Director, from dismissing and not reemploying an employee at the end of any probationary period for the specific reason of inability to evaluate and observe that employee's performance because of excessive absences for whatever reason, including temporary or permanent disability. Nothing in this policy is intended to prevent the Executive Committee, upon recommendation of the Executive Director, from dismissing an employee for cause or pursuant to a reduction-in-force.

**XII. Personnel Records**

The Association shall maintain personnel records in accordance with State and federal law. Personnel records shall be retained for all applicants, employees, and former employees in order to comply with governmental record keeping and reporting requirements and shall be maintained in the Association's main administrative office. Employees may access their personnel records in accordance with State law. Third parties shall not have access to an employee's personnel files and personal information except for the employee's supervisor who has a business related reason or a third party for which the employee has given written consent to the Association for the disclosure.

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**XIII. Staff Development**

At least every two (2) years the Association shall provide in-service training to its certified and administrative personnel addressing the current best practices for the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-averse behavioral interventions and the use of psychotropic and psychostimulant medication in children of school-age.

**XIV. Employee Suspension**

- A. The Executive Committee is itself authorized and authorizes the Executive Director or designee to suspend an employee with pay during an investigation into allegations of misconduct whenever the employee's continued presence in his/her position would not be in the best interests of the Association, or for misconduct which is detrimental to the Association.
- B. The Executive Committee further is itself authorized and authorizes the Executive Director to suspend an employee without pay for up to ten (10) employment days for misconduct which is detrimental to the Association. Employees who are exempt from the overtime provisions of the *Fair Labor Standards Act* may be suspended without pay only in increments of five (5) employment days (one work week). No employee shall be suspended for more than thirty (30) days of employment without pay during any fiscal year.
- C. Misconduct includes, but is not limited to, unprofessional actions, conduct, or judgment, any failure to follow any oral or written directive, order or policy of the Executive Committee or of any supervisor, or any act or failure to act that constitutes a violation or an attempt to violate any law or local ordinance which relates to the employee's duties.

**XV. Employee Dismissal**

The Executive Committee may dismiss an Association employee in accordance with State law and regulations.

**XVI. Victims of Domestic or Sexual Violence Leave**

Any Association employee may take an unpaid leave of absence if he/she is the victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence. The employee may take up to twelve (12) weeks of unpaid leave during any 12-month period; except the leave may not be in addition to any other unpaid leave or *Family Medical Leave Act* leave.

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**ARTICLE FOUR – BOARD GOVERNANCE**

**I. Sexual Harassment Policy**

- A. It is the Association's policy to provide its employees an employment environment free of unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct or communications of a sexual nature constituting sexual harassment as defined herein and prohibited by State and federal law.
- B. An employ who engages in sexual harassment will be subject to discipline, up to and including termination. Any person making a knowingly false accusation regarding sexual harassment will be subject to discipline up to, and including, termination.
- C. Employees should report claims of sexual harassment to the Executive Director, the employee's immediate supervisor, or another administrator.
- D. Definitions

- 1. "Sexual harassment" committed by an employee against another person is defined, for purposes of this Policy, as:

Any unwelcome sexual advances or requests for sexual favors or any 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.

- 2. Sexual harassment may include, but is not limited to, the following:
  - a. verbal harassment or abuse;
  - b. pressure for sexual activity with sexual or demeaning implications;
  - c. repeated remarks with sexual or demeaning implications;
  - d. unwelcome and deliberate touching;
  - e. suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises;
  - f. inappropriate cornering, patting or pinching;
  - g. intentional brushing against another's body;
  - h. uninvited comments regarding physical or personality characteristics of a sexual nature;
  - i. uninvited and unwelcome sexually oriented "kidding", "teasing", double entendres, jokes or questions;
  - j. uninvited letters, telephone calls or material of a sexual nature;

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- k. uninvited sexually suggestive looks and gestures; and
- l. attempted or actual rape or sexual assault.

E. Prohibited Conduct

1. Sexual Harassment

- a. it shall be a violation of this Policy for any employee to sexually harass another employee, student, or other person.
  - b. it shall be a violation of this Policy for any employee to intentionally falsely report or allege sexual harassment.
2. The Association shall not retaliate against an individual who reports alleged sexual harassment or who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment complaint; nor shall the Association permit any employee to do so. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
3. The Association will not tolerate, condone or permit sexual harassment committed against employees by nonemployees who conduct business with the Association. The Executive Committee encourages reporting of all incidents of alleged sexual harassment, regardless of who the offender may be, and will promptly investigate all reported incidents, when the alleged offender is not an Association employee. The administration, in consultation with the complaining person, will review the complaint and attempt to identify and implement a reasonable remedy if sexual harassment has been confirmed.
4. Sexual harassment may constitute criminal conduct and be a violation of Illinois law. In such situations, the Executive Director shall consult with legal counsel, and shall comply with any required reporting and other legal obligations.

F. Reporting Procedure

- 1. Any employee, who believes he or she is the victim of sexual harassment, is encouraged to directly inform the person engaging in sexual harassment that such harassment is unwelcome and must stop if he/she feels comfortable doing so. Any employee who is so informed to stop engaging in sexual harassment shall do so immediately.
- 2. An employee who believes he or she has been the victim of sexual harassment shall report the alleged acts to the employee's supervisor or the Executive Director. If the claim of sexual harassment is against the employee's supervisor, then the employee shall report the conduct to the Executive Director. If the claim is against the Executive Director, then the employee shall report the instance to the Chair of the Executive Committee. The Executive Committee Chair is hereby

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authorized to appoint any administrator to fully investigate any claim of sexual harassment against the Executive Director. Any person so appointed shall have the same power to investigate the claim as if he or she were the Executive Director, and shall report his or her findings to the Executive Committee.

3. The compensation, work assignments or other terms of employment of any employee who complains of sexual harassment or retaliation shall not be affected by so complaining, except that an employee intentionally making false complaints may be disciplined.
4. The Executive Director, or his/her designee, or the administrator appointed by the Executive Committee Chairperson shall promptly and thoroughly investigate all claims of sexual harassment, and as part of such investigation, shall conduct interviews of all persons involved. An employee who fails to cooperate fully in an investigation or supplies false information may be subject to discipline. Within thirty (30) days of the initial complaint, the administrator conducting the investigation shall reduce his or her findings and determinations to writing and provide it to the Executive Committee. The complaining employee shall be notified of the findings.

If the person conducting the investigation determines that there is no basis for the claim of sexual harassment, no further action shall be taken. If the employee complaining of harassment disagrees with the findings of the investigation, he or she may bring the matter to the attention of the Executive Committee for its review. Such review shall be commenced by the employee making written exceptions to the findings and determinations. Such exceptions shall be delivered to the Executive Director for transmittal to the Executive Committee, except if the Executive Director is the person complained of, the exceptions shall be delivered to the person conducting the investigation for transmittal to the Executive Committee. The Executive Committee may consider the exceptions in closed session at a regular or special meeting. If the Executive Committee agrees with the exceptions, or disagrees with the findings and determinations it shall commence appropriate steps to discipline the employee.

**G. Corrective Action**

1. If, after a full investigation of the matter, the Executive Director determines that sexual harassment occurred, he or she may take such disciplinary measures as may be appropriate up to, and including, a recommendation for termination.
2. If the Executive Director is the subject of the claim of sexual harassment, the administrator appointed by the Executive Committee Chairperson shall, following a full investigation of the matter, report to the Chairperson of the Executive Committee. The Chairperson shall then convene a meeting of the Executive Committee to consider the matter. The Executive Committee may then impose whatever discipline it deems appropriate, including, but not limited to, dismissal.

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3. Where a hostile, intimidating or offensive work environment has been found to exist, the Executive Director shall take reasonable steps to eliminate the conduct creating such environment.

H. Dissemination of Policy

The Executive Director shall communicate the substance of this Policy to all employees by posting the Policy in places accessible to employees, and also by other means likely to inform employees of their rights and responsibilities under this Policy, which may include, but need not be limited to, employee meetings, employee handouts, announcements and the like. The Executive Director shall further provide a copy of this Policy to new employees at the time of employment.

**II. Drug and Alcohol Free Workplace**

- A. All member district workplaces, as well as the Association offices, are drug and alcohol free workplaces. All employees shall be prohibited from:
  1. Manufacturing, dispensing, distribution, possession, use or being under the influence of a controlled substance while performing work for the Association or on school property.
  2. Distributing, consuming, using, possessing, or being under the influence of alcohol while performing work for the Association or on school property.
- B. For purposes of this policy a controlled substance is one which is:
  1. Not legally obtainable;
  2. Being used in a manner different than prescribed;
  3. Legally obtainable, but has not been legally obtained;
  4. Referenced in federal or state controlled substance acts.
- C. As a condition of employment, each employee shall:
  1. Abide by the terms of the Association policy respecting a drug and alcohol free workplace; and
  2. Notify his or her supervisor of his or her conviction of any criminal drug statute no later than five days after such a conviction.

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- D. In order to make employees aware of drug and alcohol abuse, the Association will:
1. Post notice of the Association drug and alcohol free workplace policy in a place where other information for employees is posted;
  2. Make available materials from local, state, and national anti-drug and alcohol-abuse organizations;
  3. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to employees;
- E. An employee who violates this policy may be subject to disciplinary action, including termination, or may be asked to successfully complete a drug or alcohol abuse rehabilitation program.
- F. The Executive Committee shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within thirty (30) days after receiving notice of the conviction.
- G. Should the Association be a current participant in a federal education program in which the Association is the prime grantee and a direct receiver of federal funds, the Executive Director shall notify the appropriate federal agency after receiving notice of the conviction.

**III. Computer/Internet Usage Policy**

A. Policy Statement

This policy is intended to serve as a guide to the scope of the Association's authority and the safe and acceptable use of the Association's computers, computer network, and Internet access. This policy governs all use of Association computers, the Association's local and/or wide area network, and access to the Internet through Association computers or the Association's local and/or wide area network, which will be collectively referred to in this policy and its implementing rules and regulations as the Association's "computer network."

Access to the Association computer network is consistent with and beneficial to the business mission of the Association. However, access to the computer network is a privilege, not a right. The Executive Committee has a duty to ensure that the manner in which the computer network is used does not conflict with the Association's basic mission. Use of the Association's computer network may be restricted and the Association shall not permit use of the computer network which: (a) disrupts the proper and orderly operation in the Association; (b) threatens the integrity or efficient

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operation of the Association's computer network; (c) violates the rights of others; (d) is socially inappropriate or inappropriate for a student's age or maturity level; (e) is primarily intended as an immediate solicitation of funds; (f) is illegal or for illegal purposes of any kind; or (g) constitutes gross disobedience or misconduct.

**B. Unacceptable Use**

Use of the Association computer network for any unacceptable use will result in the suspension or revocation of computer network privileges, disciplinary action, and/or appropriate legal action. Unacceptable uses of the Association's computer network specifically include, but are not limited to, the following:

1. Taking any steps which threaten, or which may reasonably be interpreted to threaten, any person, group of persons, building, or property with harm, regardless of whether the user intends to carry out such threat;
2. Compromising the privacy or safety of other individuals by disclosing personal addresses, telephone numbers, or other personal identifying information;
3. Accessing, using or possessing any material in a manner that constitutes or furthers fraud (including academic fraud), libel, slander, plagiarism, forgery, or a violation of copyright or other intellectual property right;
4. Using the computer network for commercial, private, or personal financial gain, including gambling;
5. Deliberately accessing, creating, displaying, transmitting, or otherwise possessing or disseminating material which contains pornography, obscenity, or sexually explicit, pervasively lewd and vulgar, or indecent or inappropriate language, text, sounds, or visual depictions;
6. Accessing any external computer, computer system, or computer account (including external e-mail accounts) not maintained by the Association, whether or not the user is an authorized user of such external computer, computer system, or computer account.
7. Creating or forwarding chain letters, "spam," or other unsolicited or unwanted messages;
8. Creating or sending e-mail or other communications which purport to come from another individual (commonly known as "spoofing"), or otherwise assuming an anonymous or false identity in communicating with other individuals, businesses, or organizations;

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9. Modifying, disabling, compromising, or otherwise circumventing any anti-virus, user authentication, or other security feature maintained on the Association network or on any external computer, computer system, or computer account;
10. Using or accessing another user's computer network account or password, with or without consent from that user;
11. Disclosing any computer network password (including your own) to any other individual;
12. Downloading or installing text files, images, or other files or software to the Association's computer network without prior permission from the Executive Director or designee;
13. Creating or deliberately downloading, uploading, or forwarding any computer virus, or otherwise attempting to modify, destroy, or corrupt computer files maintained by any individual on any computer;
14. Participating in, or subscribing to, mailing lists, newsgroups, chat services, electronic bulletin boards, or any other association or service which would cause a large number of e-mails or other electronic messages to be sent to the Association's computer network;
15. Using encryption software or otherwise encoding or password-protecting any file which is created with, sent to, received by, or stored on the Association's computer network;
16. Using the computer network to participate in acts constituting "prohibited political activities" under the *State Officials and Employees Ethics Act* or "election interference" under the *Election Code* or to participate in any political activities that create an appearance of impropriety under those laws or under any ethics policy of the Association relating to political activities of the Association's employees;
17. Attempting to commit any action which would constitute an unacceptable use if accomplished successfully.

**IV. Educational Philosophy**

- A. The specialized instruction and related services provided by Association personnel are intended to supplement and support districts in their efforts to meet goals for student achievement and community relationships.

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- B. At the same time, the supplemental and support services provided by Association personnel are intended to help students with specialized learning needs achieve academic and social-emotional success in school and to prepare for adult life.
- C. All Association services are collaborative--partnerships of service providers, district educators, families, students and community members.

**V. Relationships with Students, Educators, and Community Members**

Association personnel shall work as colleagues with employees of member districts. As such, they will follow the board policies of their assigned districts. Association employees will treat colleagues, students, and community members with respect, and shall seek assistance from district and/or joint agreement administrators when necessary to prevent or resolve conflicts.

**VI. Corporal Punishment**

Association personnel are not authorized to use corporal punishment with students. This prohibition does not preclude protecting oneself or others from physical harm, implementing Crisis Prevention Intervention or Therapeutic Crisis Intervention procedures. Association personnel are encouraged to review the Association's current Behavioral Intervention Guidelines at the administrative offices.

**VII. Public Access to Records**

The Association recognizes that all persons are entitled to request information regarding the official acts, decisions, procedures and policies of the Association. Accordingly, the Association shall maintain and make available public records, and shall grant and deny requests for such information as required by the *Illinois Freedom of Information Act*. The Executive Committee shall charge \$0.25 per page for copies of public documents. The Executive Committee President or Executive Director shall, at each regular Executive Committee meeting, report any requests made of the Association under provisions of the *Illinois Freedom of Information Act* and shall report the status of each requests.

**VIII. Student Records**

The Executive Committee is required under both State and federal law to properly collect, maintain, disseminate, destroy, and protect the confidentiality of student records and student information. The Executive Committee intends that the actions of the Association and its employees, agents, and attorneys be in conformity with all applicable State and federal statutes, as amended from time to time, and the regulations promulgated there under. The Executive Committee authorizes the Executive Director to promulgate such rules and regulations as may be reasonably necessary to effectuate this policy and implement the requirements of federal or State law as they relate to student records.

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**IX. Management Procedures**

The Executive Director shall be responsible for advising all personnel of the Association's policies and procedures on an annual basis. A Management Procedures and Guidelines Manual shall be given to each staff member upon initial employment and when updated from time to time. Association personnel will affirm in writing that they received and read a copy of the Association management procedures.

**X. Stipends**

The Association may, from time to time, provide stipends to employees of member districts for their participation in training activities sponsored by the Association on behalf of its member districts.

**XI. Time Out and Physical Restraint**

The Executive Committee bears the responsibility of protecting the safety, health, and welfare of the students, staff, and property of the school district and maintaining a safe and orderly environment for learning. Therefore, it may be necessary at times to physically restrain or physically remove a student into an isolated time out setting when the student's conduct affects the well-being of the schools. It is the Association's policy to implement isolated time out and physical restraint procedures as a means of maintaining a safe and orderly learning environment to the extent such procedures are necessary to preserve the safety of the students, staff or others. Neither isolated time out nor physical restraint procedures shall be used as a form of punishment when administering discipline to individual students. The Executive Director is authorized to establish rules and regulations to implement and enforce this policy consistent with the requirements of ISBE regulations.

**XII. Uniform Grievance Procedure**

A. Students or their parents, employees or community members may file a complaint in accordance with this grievance procedure, if they believe that the Executive Committee, its employees or agents has violated their rights guaranteed by the state or federal constitution, state or federal statutes or policy. Claims to be reviewed under this policy include, but are not limited to, those arising under the following:

- (1) Title II of the *Americans with Disabilities Act*;
- (2) Title IX of the *Education Amendments of 1972*;
- (3) Section 504 of the *Rehabilitation Act of 1973*;
- (4) Claims of sexual harassment under the *Illinois Human Rights Act*;
- (5) Title VII of the *Civil Rights Act of 1964*.

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**B. Complaint Resolution**

The Executive Committee will endeavor to respond to and resolve complaints without the need to resort to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of an individual to prompt and equitable resolution of a complaint filed hereunder shall not be impaired by the individual's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies. However, use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

**C. 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 one of the designated District Complaint Managers. If the complaint involves accommodation of disability or discrimination on the basis of disability, the complaint will be referred to the ADA/Nondiscrimination Coordinator who will follow this grievance procedure. The Complainant shall not be required to file a complaint with a particular Complaint Manager if he or she is the person against whom the complaint has been filed. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with the parents/guardians of a student. The Complaint Manager may assist the Complainant in filing a complaint under this grievance procedure.

**ADA/Nondiscrimination Coordinator:**

Sheryl Wernsing Piercy, Ed.D.  
name

105 E. Hamilton Road, Bloomington IL  
address

(309) 828-5231  
telephone

**Complaint Managers:**

Kris Dean  
name

105 E. Hamilton Road, Bloomington IL  
address

(309) 828-5231  
telephone

Donna Morris  
name

812 Lincoln Ave., Lincoln IL  
address

(217)732-2316  
telephone

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D. Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his/her behalf. The complaint or identity of the Complainant will not be disclosed except (1) as required by law, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant. The Complaint Manager shall file a written report of his/her investigation findings with the Executive Director. If a complaint of sexual harassment contains allegations involving the Executive Director, the written report shall be filed with the Executive Committee, which shall render a decision in accordance with the procedure set forth below.

E. Decision and Appeal

After receipt of the Complaint Manager's investigation report, the Executive Director shall render a written decision, which shall be provided to the Complainant. In the event the Complainant is not satisfied with the decision, the Complainant may appeal the decision by making a written request to the Complaint Manager for review by the Executive Committee. The Complaint Manager shall be responsible for forwarding all materials relative to the complaint and appeal to the Executive Committee. Thereafter, the Executive Committee shall render a written decision, which may affirm, modify or reverse the Executive Director's decision. A copy of the Executive Committee's decision shall be provided to the Complainant. This grievance procedure shall not be construed to create an independent right to a hearing before the Association Council.

**XIII. Reporting of Abused and Neglected Children**

All Association personnel who have reasonable cause to believe that a child enrolled in the Association has been abused or neglected shall contact the Illinois Department of Children and Family Services directly. The employee shall notify the Executive Director that he/she caused a report to be filed. All employees shall be instructed in their obligations under the *Abused and Neglected Child Reporting Act* and, prior to commencement of his/her employment, shall sign a statement to the effect that the employee has knowledge of and understands the reporting requirements of this law.

**XIV. Employees with Chronic Infectious Diseases**

A. An employee who has a chronic infectious disease or is a carrier of an infectious disease shall be permitted to retain his or her position and all job responsibilities whenever, through reasonable accommodation, there is no significant risk of transmission of the disease to others. An employee who cannot retain his or her position or job responsibilities shall remain subject to the Executive Committee's employment policies, including, but not limited to, sick leave, physical examinations, temporary and permanent disability and termination.

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- B. The Executive Director shall promptly notify the Executive Committee when the presence in the Association is verified of an employee who has a chronic infectious disease or is a carrier of an infectious disease. The identity of the employee shall be disclosed to the Executive Committee only to the extent permitted by law. The Executive Director also shall report to the Executive Committee, when necessary, on the employee's medical status and condition and ability to perform his/her job responsibilities.

The Executive Director is authorized to establish rules and regulations designed to implement this Policy.