



Henry- Stark Counties

SPECIAL EDUCATION DISTRICT 801

PERSONNEL HANDBOOK RULES AND REGULATIONS

This handbook is intended to inform employees of applicable benefits and personnel procedures. It is also designed to inform the public, member districts, and the cooperative of the policies and procedures followed by the Executive and Governing Boards of Henry-Stark Counties Special Education District #801 and its employees.

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Rules and Regulations Implementing Governing Board
Personnel Policy #46
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ARTICLE II – “EMPLOYMENT REQUIREMENTS”

2.1 Employment Period

- A. Periods of employment vary by position and location of employment. Employees will be informed of the exact number of responsibility days/hours they are expected to be required to work prior to the beginning of each school year. Hours and days of work may vary, depending upon needs of the district.
- B. Responsibility days/hours are defined as those days/hours in which the employees are expected to perform their assigned duties at their designated workstations or assignments. Responsibility days are designated in the official Henry-Stark Counties Special Education District annual calendar or the annual calendar of assigned district, including any approved modifications of the calendar that occur during the year. Responsibility days may also include other days, based upon needs and circumstances in individual cases.
- C. Henry-Stark Counties Special Education District employees will receive a Notification of Assignment with the exact number of anticipated days and hours to be worked. The Notification of Assignment is mailed to employees before the beginning of their work year depending on the position one has with the Henry-Stark Counties Special Education District.
- D. Nothing in this provision or in a notice of assignment prevents or limits reduction-in-force as school district or Henry-Stark Counties Special Education District needs change.

2.2 Daily Work Hours

Certified employees are required to keep the same minimum hours of attendance as the district staff where their assignments are located. Every certified staff member will have a 30 minute duty free lunch.

Educational support employees whose work hours are not otherwise designated will be instructional bell-to-bell hours per day and not less than 7.0 hours per day which includes a 30 minute duty free (unpaid) lunch. Accordingly, actual work hours will be a minimum of 6.5 hours per day. The actual starting and ending times will be determined by the Director.

School secretaries and Support/Personnel secretaries work hours will be 7.0 hours per day which includes a 30 minute duty free (unpaid) lunch. Accordingly, actual work hours will be 6.5 hours per day. The actual starting and ending times will be determined by the Director.

The work hours for all other office staff will be 8.0 hours per day which includes a 30-minute duty free (unpaid) lunch except for days when students are not in attendance then the work day shall be 7.5 hours per day which includes a 30 minute duty free (unpaid). The actual starting and ending times will be determined by the Director.

2.3 School Closings

In the event a member district of the Henry-Stark Counties Special Education District closes school for any reason other than as provided in the member district's school calendar, including, but not limited to, a strike or work stoppage by a member district's employees, and the Henry-Stark Counties Special Education District teacher or other employee would otherwise be assigned to work at such district on such day(s) of the school closure, the Henry-Stark Counties Special Education District teacher or other employee shall not report to work in the event services are not needed by the member district. The

Henry-Stark Counties Special Education District teacher or other employee will be obligated to report to work for makeup days, if any, which shall be scheduled as a result of such school closure. If days are not made up, the Director may assign employees to other duties.

A. Certified Employees and Paraprofessionals

The large geographical area and the large number of school districts in which Henry-Stark Counties Special Education District personnel work prevent the Henry-Stark Counties Special Education District from designating building closures due to weather or another emergency. If a school district or building within a school district where a Henry-Stark Counties Special Education District employee is assigned is closed due to inclement weather, the Henry-Stark Counties Special Education District staff member will not report to work in said district.

Henry-Stark Counties Special Education District staff who are assigned to school districts who have closed their attendance centers for adverse weather will be required to reschedule a workday consistent with the school district's readjusted calendar for make-up days.

Certified employees and paraprofessionals must utilize personal days/hours if they are unable to reschedule a make-up day in a district where they are assigned.

If a Member District enacts an E-Learning Day (in place of a snow days, watermain break, flooding, furnace/boiler issue, etc....) hourly employees will have the following 3 options available:

1. Use a personal day(s) or a sick day(s) in place of the e-learning day(s). Personal day(s) must be utilized first.
2. Make the day(s) up before the end of the current calendar year. If not made up the day(s) will become a dock day(s).
3. Choose a dock day(s) in place of the other two options.

Hourly employees will be required to contact administration with their decision within 48 hours of the e-learning day, or it will become a dock day.

- B. If the Henry-Stark Counties Special Education District office is closed due to inclement weather, the full-time 12-month office personnel must utilize personal or vacation days.

2.4 Employee Change of Name or Address

Employees must inform the Henry-Stark Counties Special Education District Office of changes in their name and/or address. The Change of Address form located on the Henry-Stark web site should be completed as soon as possible but no later than 30 calendar days after the change occurs, to avoid problems with paychecks and correspondence.

2.5 Criminal Background Check

Pursuant to Section 10-21.9 of *The School Code of Illinois*, any certified or non-certified applicants for employment must authorize an investigation to determine if such applicant has been convicted of any of the enumerated criminal or drug offenses set forth in Section 10-21.9(c) or has been convicted, within 7 years of the application for employment with the Henry-Stark Counties Special Education District, of any other felony under the laws of this State or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in Illinois, would have been punishable as a felony under Illinois law. Execution of this release form is a condition of employment, and the Henry-Stark Counties Special Education District will not employ any person who has not executed the authorization which indicates the applicant's name, other names used, including but not limited to maiden name, sex, race, date of birth, Social Security number, and driver's license number.

Any information obtained as a result of this investigation will be kept confidential to the extent as set forth in the statute and will be used to determine if the Henry-Stark Counties Special Education District will employ a particular individual. Fingerprinting is required as a condition of the criminal records background check. All employment is conditional upon receipt of the criminal records background check, and Henry-Stark Counties Special Education District reserves the right to withdraw offer of employment, or immediate discharge from

employment of any individual, based upon information found in the criminal records background check, or obtained through the application process. Falsification of application information in any form will be grounds for immediate discharge.

2.6 Physical Examination

- A. A physical examination, at the employee's expense, is required upon offer of employment by the Henry-Stark Counties Special Education District. The employee must submit evidence of the employee's physical fitness to perform all essential duties assigned and freedom from
to perform the duties assigned. The information shall be recorded on the Health Examination Form provided to the employee by the Human Resources Manager. The form should be placed on file in the Henry-Stark Counties Special Education District Office before the first day of work with the Henry-Stark Counties Special Education District. Such evidence shall consist of a physical examination and a tuberculosis skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than 90 days preceding time of presentation to the Governing Board. Nothing in this statement will preclude employment of an otherwise qualified person with a disability from employment, who is able to perform all essential job duties, either with or without accommodation.
- B. The Henry-Stark Counties Special Education District reserves the right to require an employee to submit to an additional physical and/or mental examination to verify the employee's fitness for duty and/or freedom from communicable disease, including tuberculosis. Any expense for such examination will be paid by the Henry-Stark Counties Special Education District. If the employee in question is already under the care of a physician or health professional the employer will consider a report from the physician or other health professional provided by the employee to the Director. Obtaining a report of the employee's condition from the employee's physician or other health professional will not preclude the requirement that the employee must submit to a physical and/or mental examination to verify the employee's fitness for duty.
- C. Any medical or health information regarding an employee shall be kept confidential, and records thereof shall be kept in a secure (locked) location and shall be accessed only by those persons with a direct need to know such information in the performance of duties for Henry-Stark Counties Special Education District. No employees shall access or attempt to access this information except as stated herein. No employee, Executive Board or Governing Board member shall redisclose the information except as is necessary for the performance of their respective functions.

2.7 Licensure

- A. All licensed employees must have their licensures registered and renewed through the office of the Bureau Henry Stark Regional Superintendent of Schools. A copy of the license must be placed on file in the Henry-Stark Counties Special Education District Office upon employment and upon each renewal.
- B. All personnel for whom a license to practice is required (e.g., therapists) or who have any other form of approval or non-teaching certification issued by any governmental entity or agency (such as teacher aide approvals or commercial drivers' licenses) shall submit a copy of their license or approval to the Henry-Stark Counties Special Education District Office upon employment and upon each renewal. Any employee whose license or approval is revoked or expired is subject to dismissal.

2.8 Additional Hiring Criteria

- A. Completion of an employment application and interview.
- B. Completion of all forms or submission of information as required by law or any governmental agency, including but not limited to the Internal Revenue Service ("IRS").
- C. Completion of the US Citizenship and Immigration Services Form I-9.

- D. Completion of the Abused and Neglected Child Reporting Act form and continued compliance with the *Abused and Neglected Child Reporting Act* is required.
- E. Compliance with the Henry-Stark Counties Special Education District Drug-and Alcohol-Free Workplace Policy and Rules is required.
- F. Completion of the Henry-Stark Counties Special Education District's Authorization for Access form and continued compliance with the Computer System Use policy and rules is required.
- G. Criminal records report and other background information (references, work history and the like) acceptable to the Director and Executive Board.

2.9 Continued Employment Criteria

- A. Compliance with all Henry-Stark Counties Special Education District policies, procedures and directives, whether written or oral is required.
- B. Compliance with any other requirements as determined by the Henry-Stark Counties Special Education District or law is required.
- C. Compliance with all relevant laws is required.
- D. Maintenance, in good standing, of all legally required certificates, licenses, and approvals which are required for the position.

2.10 Employment Conditions

An offer of employment, or continued employment if hired, is contingent upon receipt of complete information satisfactory to Henry-Stark Special Education District from the Illinois State Police and Child Abuse Registry background investigations by submitting the required Form I-9, including evidence of identity and work authorization, the health and medical examination forms, including TB test results, and any other forms required by the Henry-Stark Counties Special Education District, or by state or federal.

ARTICLE III – “COMPENSATION”

3.1 Salary/Hourly Pay/Pay

Salary for salaried employees and hourly pay for non-salaried employees shall be determined and adjusted by the Governing Board. Any applicable collective bargaining agreement may also establish salaries and wages.

3.2 Pay Periods

- A. Payroll will be distributed Bi-Weekly.
- B. If the payday falls on a holiday or weekend, payment will be on the previous Henry-Stark Counties Special Education District attendance day.
- C. Final paychecks for staff who are separating employment with the HSCSED will be issued effective the next regularly scheduled pay period, and benefits will cease at the end of the month of separation from the Henry-Stark Counties Special Education District. Final paychecks for certificated employees who are subject to a reduction in force shall be on or before the third business day following the last day of pupil attendance in the regular school term unless the employee specifies otherwise, in writing.

3.3 Compensation for Additional Training

All teachers are encouraged to pursue continuing education. Teachers may be eligible for an increase in salary (per the Collective Bargaining Agreement) if or additional course work beyond the bachelor's or master's degree that directly relates to the staff member's area of service or would directly benefit the staff member and the Henry-Stark Counties Special Education District in the exercise of the staff member's professional role, provided that the staff member receives a grade of "B" or higher or "pass" in a "pass or fail" course. For teachers to receive an increase in salary for additional course work beyond the bachelor's or master's degree teachers must seek pre-approval from the Director or designee of the coursework beyond the bachelor's degree or coursework and master's program plan for a master's degree by completing and submitting the required form no later than 30 days before the proposed coursework or program begins. For a master's degree program, the Director must pre-approve the master's degree plan and any amendment(s) to that plan to receive an increase in salary. The Director has sole discretion on deciding whether the coursework and/or plan sought to be approved is directly related to the staff member's professional role. To obtain a horizontal increase, the teachers staff member must submit evidence of successful completion of the course(s)/program in the form of official transcripts, and/or report card, prior to September 15th for any course(s)/program completed prior to that date of that school year and January 15th for any course(s)/program completed after September 15th but prior to January 15th of that school year. The Planned Program and Course Approval forms are located on the Henry-Stark website.

3.4 Payroll Deductions (other than taxes)

The following deductions are examples of deductions that may be made to your pay as required by law or as required because of an employee's election or request. This list is not exhaustive.

- A. Deduction for the Illinois Teachers' Retirement System for employees covered by TRS will be made year-round from salaries paid to all certified personnel on a twelve (12) month basis.

If a certified employee is employed for a different duration (for example, a substitute or short-term employee) the TRS deduction will be made from each paycheck. TRS deductions whether paid by the employer or deducted from employee earnings shall be deemed an employer "pick-up" within the meaning of 414(h) (2) of the Internal Revenue Code.

- B. Deduction for the TRS for earnings paid to certified personnel for reportable summer duties which include summer school teaching, summer substitute teaching, and summer homebound tutoring.
- C. Deduction for Medicare will be made from salaries paid to all certified personnel employed after July 1, 1986. Deduction for Medicare may be made from salaries of any certified personnel employed before July 1, 1986, who, during the TRS referendum process, have elected to have deductions for Medicare made from their salaries.
- D. Deductions for Social Security will be made from compensation paid to non-certified personnel. Deductions for Illinois Municipal Retirement Fund shall be made from compensation of non-certificated employees regularly working 600 or more hours per year. TRS deductions whether paid by the employer or deducted from employee earnings shall be deemed an employer "pick-up" within the meaning of 414(h) (2) of the Internal Revenue Code
- E. All personnel who elect coverage as a part of the group health insurance package will have a deduction which reflects the cost of the coverage to the extent not paid by Henry-Stark Counties Special Education District.
- F. The Governing Board of the Henry-Stark Counties Special Education District shall authorize deductions for tax deferred annuities (commonly referred to as 403 (b) plans) for staff members who authorize the same in writing and complete and submit the required form(s), such to be effective no later than forty-five (45) calendar days after receipt of the authorization by the Director. A composite list of 403 (b) companies is available from the Henry-Stark Counties Special Education District Office. It is the responsibility of the staff member to consult with a qualified tax advisor to guarantee he/she does not go over the maximum allowable deduction.
- G. All personnel who elect to participate in the District Section 125 Flex Plan shall be permitted to make contributions towards the cost of major medical/health, dental insurance plans, and daycare with pre-taxed dollars.

3.5 Compensation for Overtime

All regular non-exempt personnel who work beyond forty (40) hours in a work week shall be compensated at a pay rate equal to one-and-one-half (1 ½) times the employee's regular hourly rate for all hours worked more than forty (40). Unless an employee receives express approval by a direct supervisor to work overtime, he/she is prohibited from working more than forty hours in a workweek (*i.e.*, Sunday – Saturday). Any employee who works unauthorized overtime hours may be subject to disciplinary action, including discharge.

ARTICLE IV – “FRINGE BENEFITS”

4.1 Group Health Insurance

Insurance and other fringe benefits are determined by the Henry-Stark Counties Special Education District Governing Board. Information is made available to all personnel upon employment and as any revisions are made to the benefit plan. All questions and forms related to insurance and other fringe benefits should be processed through the Henry-Stark Counties Special Education Office.

- A. All personnel working at least 30 hours are eligible to enroll in the group health insurance plan from the first day of work. Enrollment is accomplished by completion of an enrollment form at the time of employment and all other necessary forms, and compliance with any carrier requirements and limitations. Henry-Stark Counties Special Education District reserves the right to establish and adjust insurance premiums and its contributions. A group plan booklet is available to serve as a guide to the major provisions of the policy. For more information, including information on what any pro-rata contribution toward the cost of coverage paid by the employer, if any, please refer to your Benefits Summary Sheet.
- B. Coverage for dependents is available for eligible employees at the expense of the employee through payroll deduction if elected and submitted by the employee on the enrollment form. Eligibility for coverage is determined by the terms of the health plan or carrier.
- C. If an employee is eligible for group health insurance coverage but fails to timely enroll, enrollment for him/herself, he/she may later enroll during the open enrollment period or within 30 days of a change in status under applicable law.

4.2 Liability Insurance

- A. All employees and student teachers are provided with certain liability insurance provided by the Governing Board. There is no coverage for willful and wanton misconduct.
- B. If additional liability insurance is required by the Henry-Stark Counties Special Education District for a certain position (e.g., therapists) the Henry-Stark Counties Special Education District will require the contractor to provide copies of the documents substantiating Henry-Stark as an additional insured.

ARTICLE V – “TRAVEL”

5.1 Travel

- A. All personnel will be reimbursed at the allowable IRS mileage reimbursement rate for work-related mileage. They will be reimbursed for tolls, parking fees, and public transportation costs only with receipts.
- B. Travel costs incurred in a particular month should be indicated on the Mileage Reimbursement Form located on the Henry-Stark website and submitted to Payroll/Accounts Payable Manager on or before the 5th day of the preceding month, and no more than 3 month's pasts will be accepted. No forms will be processed without the employee's signature, and the employee's printed name.
- C. Mileage is to be calculated as follows:
Employees are not paid for mileage incurred commuting from home to work or work to home. Therefore, employees should submit for reimbursement the work-related mileage that they incur during the workday other than commuting. The Henry-Stark developed mileage chart will be followed for traveling between district and buildings for actual mileage.

5.2 Travel Out of the Member School District Area

- D. All personnel will be reimbursed at the allowable IRS mileage rate for work-related mileage. They will be reimbursed for tolls, parking fees, and public transportation costs.
- E. All personnel must request prior approval for work related travel outside of the member school district area.
- F. Approval for out of the member school district area travel must be requested at least one week in advance.
- G. Allowable Expenses: Personnel may request reimbursement for the following expenses for travel outside of the member school district area: tolls, parking fees, transportation, meals, and overnight lodging. Receipts are required for: tolls, parking fees, lodging, registration fees, and meals.
- H. Reimbursement: Personnel will be reimbursed for approved expenses cited above after submitting the Request for Travel/Conference form on the Henry-Stark website showing actual expenses and including the necessary receipts. Meals will be reimbursed as follows for which receipts must be attached:
 - 1. Daily meal charges are not to exceed \$50, (e.g., breakfast-\$10, lunch-\$15, and dinner-\$25.)
 - 2. Server gratuities are to be included in the cost of meals and are considered part of the daily meal allowance.
- I. Unallowable Expenses:

The following are items considered to be personal in nature; therefore, generally not chargeable to Henry-Stark Counties Special Education District: barber, shoeshine, personal entertainment (movies, shows, sporting events, magazines, liquor, etc.), insurance on personal property, travel insurance, cost of personal credit cards, charges incurred as a result of third-party misuse of lost credit cards, purchase of clothing or toiletries, loss of personal property, loss of personal funds, tickets or cash advances, fines for traffic violations, damages to employee's car, cost of circuitous or side trips for personal reasons, living or other expenses applicable if the duration of a trip is extended for personal reasons, laundry and valet charges on trips of short duration, gifts to employees, maintenance or repair of personal property (home, grounds, etc.) while away from the

employee's normal locale of employment. When accompanied by a spouse or other non-employee, absolutely no expense incurred by the spouse or other non-employee is reimbursable. Employee shall be reimbursed for sleeping accommodations at a single room rate.

5.3 Conference/Workshop Attendance and Reimbursement

Henry-Stark Counties Special Education District personnel are encouraged to participate in conferences, workshops, and other appropriate activities for the purpose of professional growth and development.

- J. The Henry-Stark Counties Special Education District may allocate money for staff members on an annual basis for professional development.
- K. Personnel must have prior approval for attendance at conferences and workshops from both the principal and Director or a designee to be eligible to attend and receive reimbursement. Request for Travel/Conference Form located on the Henry-Stark website.
- L. If the staff activity will require travel, the Request for Travel/Conference Form should be completed. Staff members will be reimbursed for only approved conference and workshop expenses. The amount of available reimbursement for conferences and workshops will be determined annually.

ARTICLE VI – “ABSENCES FROM WORK”

6.1 Sick Leave

- A. All personnel are eligible for sick leave as determined by the Governing Board and as outlined in the Collective Bargaining Agreement. The use of sick time will be monitored in hours with the smallest unit being one-fourth (1/4) of a day.
- B. Employees may accumulate unlimited sick leave. For purposes of purchasing creditable service from TRS and IMRF respectively, purchasing service credit shall be in accordance with those standards developed by TRS and IMRF.
- C. New employees will be eligible for sick leave after completing one full day of employment.
- D. Sick leave shall be interpreted to include appointments with physicians and dentists, personal illness, quarantine at home, or serious illness or death in the household of the employee, or in the immediate family, or other appropriate health related matters. The individuals who qualify as being a member of your immediate family are parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts and uncles, civil unions, and legal guardians. Sick time may not be taken for time away from work for other reasons, such as due to weather and/or car trouble.
- E. The staff member will notify the secretary in his/her assigned school and the sick time form within Skyward when (s)he is taking sick leave. This notification should occur on or before the employee is scheduled to arrive at his/her first appointment or assigned school for that day. Employees who are leaving work for reasons of illness during the workday should notify the above referenced offices prior to their departure. If proper notification of sickness is not provided, deductions from pay and other disciplinary action, including termination, may occur.

6.2 Personal Time

- A. All full-time personnel are eligible for two (2) days of personal time during the year and can accumulate up to four (4) days. No reason needs to be given for the use of personal time. Use of personal time will be documented with the smallest unit being one-quarter day.
- B. Request for such leave shall be submitted through Skyward for approval, at least five (5) days in advance, whenever possible.
- C. Personal time shall not be taken on a day preceding or following a holiday without the prior approval of the Director or designee. Any decision of the Director to deny or grant approval shall be non-precedential.
- D. Personnel employed less than full-time will receive hours of personal leave determined by prorating the appropriate hours by the full-time equivalency of their responsibility days/hours (2 times their full-time equivalency).
- E. Personal leave time which is unused at the end of the work year shall accumulate up to four (4) days and beyond will roll into as sick time and will be reflected as such on personnel Skyward account.

6.3 Vacation

Full-time 12-month personnel are eligible for vacation days/hours.

Employees not on a 12-month employment duration are responsible for the number of days designated by their work assignment and they do not receive any vacation time.

6.4 Military Family Leave

Each full-time certified employee with an immediate family member serving in active-duty military service shall be entitled to two (2) military family leave days per school year without loss of pay. The immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and legal guardians. Unused days will not accumulate. There are no provisions for reimbursement for any unused military family days. Military family leave shall be used for the purpose of transporting an immediate family member to/ from an active-duty post and attending honor ceremonies and graduations. Requests for Military Family Leave shall be made by submitting the Military Family Leave request form.

6.5 Jury Duty/Subpoenaed Staff

The Henry-Stark Counties Special Education District will pay the regular salary to all personnel employed on a full-time basis required to serve as jurors or subpoenaed as a witness for a work-related matter. The staff member shall promptly remit to the Henry-Stark Counties Special Education District any fees received because of such service. This policy shall not apply to any matter wherein the staff member is subpoenaed in a matter in which the Henry-Stark Counties Special Education District is an adverse party.

6.6 Legal Holidays

The School Code states:

“Teachers shall not be required to teach on Saturdays, nor shall teachers or other school employees, other than non-certificated school employees whose presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property, be required to work on legal school holidays, which are determined by local school district calendars. Typically the school holidays are: January 1, New Year’s Day; the third Monday in January, the Birthday of Martin Luther King Jr., February 12, the Birthday of President Lincoln, Good Friday; the day designated as Memorial day by federal law; July 4, Independence Day; the first Monday in September, Labor Day; the second Monday in October, Columbus Day; November 11, Veteran’s Day; the Thursday in November called Thanksgiving Day; and December 25, Christmas Day, unless any such holiday is waived by the local school district”

Henry-Stark Counties Special Education District employees are expected to follow the legal holidays indicated on the Henry-Stark Counties Special Education District calendar. An exception to this rule is if an employee is assigned to a single district. In this instance, the employee will follow the district employee calendar and the legal holidays designated for that district.

ARTICLE VII – “WORK RELATED INJURY OR ILLNESS”

7.1 Sick Leave and Workers' Compensation

- A. An employee suffering a work-related injury or illness will notify their immediate supervisor at the time of the incident. Within 24-hours of experiencing a work-related injury or illness the employee is required to file a workers' compensation incident report by contacting the Henry-Stark Human Resources Manager. The workers' compensation incident report will require the employee to provide specific information regarding the incident, witnesses (if applicable), and other related details.
- B. An employee who sustains an accidental injury arising out of and in the course of his employment with the Henry-Stark Counties Special Education District (hereinafter referred to as "Injury"), may be entitled to compensation under the *Illinois Workers' Compensation Act* (820 ILCS 305/1 *et seq.*) ("Act"). An employee who believes he is entitled to compensation under the Act shall comply with all the requirements of the Act.
- C. An employee who sustains any Injury, requiring the employee to be absent from work, may be entitled to certain sick leave and/or personal leave benefits for such Injury.
- D. An employee who sustains an Injury which requires the employee to be absent from work shall be entitled to receive his accumulated sick leave and/or personal leave benefits for the time he is absent, provided that the employee does not at any time receive compensation under the Act for temporary total disability for such Injury. If an employee at any time receives compensation under the Act for temporary total disability for such Injury, the employee shall be entitled to that portion of his accumulated sick leave and/or personal leave benefits that will bring the employee's combined weekly sick leave and/or personal leave benefits and weekly compensation under the Act for temporary total disability for the period the employee is absent from school up to the employee's Average Weekly Wage (as defined in Section 10 of the Act) at the time of the Injury, to the extent the employee has available accumulated sick leave and/or personal leave and submits the form in the Appendix requesting this benefit. (Appendix 8-A).
 - 1. If the employee requests the benefit described in Paragraph A, the portion of sick leave and/or personal leave benefits received by an employee for an Injury shall be deducted from said employee's accumulated sick leave and/or personal leave. In order to receive this benefit, the employee shall sign over his/her compensation check from the Workers' Compensation insurance carrier. The employee shall then receive two-thirds of the used sick leave and/or personal leave back in addition to the remaining one-third of the used sick leave and/or personal leave. (The employee shall execute the appropriate form in the Appendix evidencing selection of this option).
 - 2. If the employee does not request the benefit described in Paragraph A because the employee simply does not wish to have this benefit or the employee does not have any accumulated sick leave or personal leave to elect this benefit, the employee will be placed on unpaid leave until the employee is certified to return to active service. (The employee shall execute the appropriate form in the Appendix evidencing selection of this option). However, if the disability becomes permanent, as defined by the Governing Board, the employee may be discharged.
- E. In the event the Henry-Stark Counties Special Education District pays an employee sick leave benefits for an Injury and the employee subsequently receives compensation under the Act for temporary total disability for such Injury, and the sum of the sick leave benefits and compensation under the Act for total temporary disability is greater than the benefits the employee is entitled to under the terms of this policy, then the Henry-Stark Counties Special Education District shall be entitled to deduct from the employee's wages the amount equal to the excess sick leave benefits paid to the employee.

7.2 Medical Benefits and Workers' Compensation

The Henry-Stark Counties Special Education District shall receive a credit towards the payment of compensation under the Act, in the amount an employee receives as medical, surgical, hospital, temporary disability, or accidental disability benefits pursuant to a formal or informal plan contributed wholly or partially by the Henry-Stark Counties Special Education District

ARTICLE VIII -"FAMILY AND MEDICAL LEAVE"

8.1 NOTIFICATION OF LEAVE

A. Foreseeable Leave

An employee shall provide 30 days' notice to the Director before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment for a serious health condition of the employee or a family member. If 30 days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. The employee shall advise the Director as soon as possible if dates of scheduled leave change, are extended, or were initially unknown. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Director of the reasons why the leave schedule is necessary, and of the schedule for treatment.

When planning medical treatment that necessitates FMLA leave (including intermittent leaves and reduced schedule leaves), the employee shall make a reasonable effort to schedule leave so as not to disrupt Henry-Stark Counties Special Education District operations unduly, subject to the approval of the health care provider. Accordingly, employees shall consult with the Director prior to scheduling such treatment to work out a treatment schedule which best suits the needs of both the Henry-Stark Counties Special Education District and the employee.

B. Non-Foreseeable Leave

When the need for leave or its approximate timing is not foreseeable, an employee shall give notice to the Director of the need for FMLA leave as soon as practicable under the facts and circumstances of the case.

C. Additional Notice Requirements

The notice requirements for FMLA leave are in addition to any other notification requirements for other leaves. However, failure to comply with such other notification requirements does not prohibit the granting of FMLA leave.

D. Notice to Employee

Upon the employee's request for leave, the Director or designee shall provide a response to the employee giving notice of the employee's FMLA rights and obligations. The response to the employee shall be given to the employee within two (2) business days unless it is impractical to do so.

E. Failure to Provide Notice

If an employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the Director may deny the taking of FMLA leave until at least 30 days after the employee provides notice of the need for FMLA leave.

8.2 MEDICAL CERTIFICATION

F. Initial Medical Certification

An employee seeking FMLA leave for the serious health condition of the employee, or a family member shall be required to provide medical certification within fifteen (15) calendar days of the Director's or designee's request for medical certification unless it is not practicable under the circumstances to do so, despite the employee's diligent good faith efforts. In most cases, the Director shall request medical certification within two business days of the employee's request for leave, if such leave was foreseeable, otherwise, the Director shall request medical certification within two business days after the leave commences.

G. Additional Medical Certification

- (1) When the Director has reason to doubt the appropriateness of the leave or its duration, as specified on the initial medical certification submitted by an employee, the Director may request the employee to obtain a second opinion from a health care provider designated by the Director at the Governing Board's expense. The Governing Board may not regularly contract with or otherwise utilize the services of the health care provider furnishing the second opinion unless no more than one or two local doctors practice in the relevant specialty. If the two opinions differ, the Director may require the employee to obtain certification from a third health care provider jointly selected by the Director and the employee, at the Governing Board's expense. The opinion of the third health care provider shall be final. Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to the benefits of FMLA, including maintenance of group health insurance benefits.
- (2) The Director may request recertification at the employee's expense at any reasonable interval, but not more often than every 30 days, unless:
 - (a) the employee requests an extension of leave (except for pregnancy, chronic or permanent/long-term conditions under continuing supervision of a health care provider);
 - (b) a significant change in circumstances described by the previous certification occurs;
 - (c) the Director receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the leave; or
 - (d) the employee is unable to return to work after the leave due to a serious health condition.
- (3) As a condition of restoring an employee whose own serious health condition required him or her to take regular (as opposed to intermittent) FMLA leave, the Director may require the employee to provide medical certification that the employee is able to resume work. Such request shall be made in accordance with Section III(B)(b) of these rules and regulations and shall be required whenever a question exists about the employee's ability to perform the essential functions of the job, based upon and in accordance with any uniform Governing Board policy on fitness-for-duty.

H. Failure to Provide Medical Certification

If an employee fails to provide the requested medical certification, the Director may delay the leave itself, delay continuation of the leave or delay reinstatement until the appropriate certification is provided.

8.3 NOTICE TO EMPLOYEES

I. Posting Requirement

In each building in the member districts the FMLA notice shall be posted in a prominent place where it can be seen by both employees and applicants for employment. The FMLA notice shall be no smaller than 8-1/2 inches by 11 inches.

J. Written Guidance for Employees

Employees shall be provided guidance concerning their benefits and leave rights as follows:

- (a) The employee handbook or other written guidance/policies concerning employee benefits or leave rights shall incorporate information on FMLA rights and responsibilities and the Governing Board's policies regarding the FMLA.
- (b) When an employee requests FMLA leave in writing, the employee shall be provided notice within one or two business days, if feasible, detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. The specific notice should include as appropriate:
 - 1. That the leave will be counted against his/her annual FMLA leave entitlement;
 - 2. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences of failing to do so;
 - 3. The employee's right to substitute paid leave (if applicable) or whether the Governing Board requires the substitution of paid leave, and the conditions related to any substitution;
 - 4. Any requirement for the employee to make any premium payments to maintain health benefits, and arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
 - 5. That the employee will be required to present a fitness-for-duty certificate to be restored to employment if there is a question regarding the employee's ability to perform the essential functions of the job;
 - 6. Their status as a "key employee" and the potential consequence that restoration may be denied following FMLA leave, explaining the conditions required for such denial.
 - 7. The employee's right to restoration to the same or equivalent job upon return from leave; and
 - 8. The employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA leave if the employee fails to return to work after the unpaid FMLA leave.

8.4 INTENT TO RETURN TO WORK

The Director shall require an employee on FMLA leave to report periodically concerning the employee's status and intent to return to work.

8.5 RECORDKEEPING

The Director or designee shall ensure that records are kept for three years in accordance with the

recordkeeping requirements of the Fair Labor Standards Act. The records shall contain the following information:

- (1) basic payroll and identifying employee data;
- (2) dates designated-FMLA leave is taken by the employee, including hourly increments if the leave is less than one full day;
- (3) copies of FMLA notices furnished to the employer and employee;
- (4) any documents describing employee benefits and paid and unpaid leave policies;
- (5) premium payments of employee benefits; and
- (6) records of any dispute between the Governing Board and employee regarding FMLA leave.

Records and documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members created for FMLA purposes shall be maintained as confidential medical records in separate files from the usual personnel files.

8.6 DEFINITIONS

K. Instructional Employees

An Instructional Employee is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting. In addition to teachers, the term includes athletic coaches, driving instructors, special education assistants such as signers for the hearing impaired, therapists, and teacher aides whose principal job is actual teaching or instructing. Counselors, psychologists, curriculum specialists, teacher assistants or aides who do not have as their principal job actual teaching or instructing, cafeteria and maintenance workers, and bus drivers are excluded.

L. Key Employees

A key employee is a salaried employee who is among the highest paid 10 percent of all salaried and non-salaried employees employed within 75 miles of the employee's worksite.

M. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves one of the following:

- (1) Inpatient care (an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (inability to work, attend school or perform other regular daily activities due to the serious health condition, its treatment or recovery) or any subsequent treatment in connection with such inpatient care; or
- (2) Continuing treatment by a health care provider, including any one or more of the following:

- (a) A period of incapacity as defined in (C)(1) above of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (i) Treatment two or more times by a health care provider, a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of or on referral by a healthcare provider; or
 - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment.
- (b) Any period of incapacity due to pregnancy or prenatal care.
- (c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which:
 - (i) Requires periodic visits for treatment by a health care provider, nurse, or physician's assistant under a health care provider's direct supervision;
 - (ii) Continues over an extended period; and
 - (iii) May cause episodic rather than a continuing period of incapacity, such as asthma, diabetes, or epilepsy.
- (d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, such as a severe stroke or the terminal stages of a disease.
- (e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider either for restorative surgery after an accident or other injury, or treatments such as chemotherapy, physical therapy, or dialysis, for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

N. Undefined Terms

All terms not specifically or fully defined in the Policy, or its Rules and Regulations shall be defined by the FMLA and its implementing regulations.

Definitions for Purposes of FMLA

1. **Incapacity:** the inability to work, attend school or perform other regular daily activities due to the serious health condition and treatment for or recovery from.
2. **Treatment:** includes examinations to determine if a serious health condition exists and evaluations of the condition but does not include routine physical and eye or dental examinations.
3. **A Regimen of Continuing Treatment:** includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications, such as aspirin or antihistamines that can be initiated without a visit to a health care provider.
4. **Serious Health Condition:** an illness, injury, impairment or physical or mental condition involving hospital care, absence plus treatment, pregnancy, a chronic condition requiring treatment or permanent/long term conditions requiring supervision, as described above.
5. **Hospital Care:** Inpatient care (an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of *incapacity* or subsequent treatment in connection with or consequent to such inpatient care.
6. **Absence Plus Treatment:** A period of *incapacity* of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) which also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services (e.g., physical therapist) under orders of or on referral by a health care provider; or
 - Treatment by a health care provider on at least one occasion which results in a *regimen of continuing treatment* under the supervision of health care provider.
7. **Pregnancy:** A period of *incapacity* due to pregnancy or for prenatal care
8. **Chronic Conditions Requiring Treatment:** A chronic condition which:
 - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period (including recurring episodes of a single underlying condition);
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
9. **Permanent/Long Term Conditions Requiring Supervision:**
 - A period of *incapacity* which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving, active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

Summary of the Family and Medical Leave Act of 1993

The *Family and Medical Leave Act of 1993* (FMLA) was enacted in August 1993. It requires public agencies to provide up to twelve weeks (60 workdays; 480 work hours) of unpaid, job-protected leave per calendar year to *eligible* employees for certain family and medical reasons. Employees are eligible if they have worked in a salaried position at least one year or for Henry-Stark Special Education District in a wage position for at least one year *and* the employee has worked 1,250 hours during the immediate prior 12 months. Leave for part-time employees is given proportionate to the percent of time worked.

Reasons for Taking Leave

An employer must grant unpaid leave to eligible employees for one or more of the following reasons:

- a serious health condition that makes the employee unable to perform their job;
- the care of the employee's child (birth, adoption, or foster care); or
- the care of the employee's spouse, parent, stepparent, child, stepchild who has a serious health condition.
- Certain types of paid leave may be substituted for unpaid leave at the option of the employee or the employer.

Advance Notice and Medical Certification

- The employee should provide 30 days advance notice and medical certification.
- An employer may also require medical certification if the employee is unable to return from leave because of a serious health condition.
- An employer may require second or third opinions (at the employer's expense) and may require a release to return to work.

Intermittent or Reduced Leave

- An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- Subject to the approval of the healthcare provider, when planning medical treatment, the employee should consult with the employer and make a reasonable effort to schedule the leave so as not to unduly disrupt department operations.
- Intermittent or reduced scheduled leave to care for a newborn child, adoption or foster care is subject to department head approval.

Job and Benefits Protection

- Upon return from FMLA leave, employees must be returned to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit accrued prior to the start of the employee's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of bonafide executive, administration, and professional employees under the *Fair Labor Standards Act*.

- The employer must maintain the employee's medical insurance coverage under any *group health plan* for the duration of the FMLA leave. However, the employee is responsible to pay for the employee portion of the coverage.
- When the employee uses paid annual or sick leave under the provisions of FMLA, the payroll deductions of the employee portion of the premium continues.
- If the employee fails to return to work from FMLA, the employer may recover premiums paid to maintain the employee's health coverage

FMLA Does Not

- affect any federal or state laws prohibiting discrimination;
- supersede any state or local law which provides greater family or medical leave rights;
- discourage employers from adopting policies more generous than required by FMLA.

Unlawful Acts by Employers

FMLA makes it unlawful for an employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful; and
- discharge or discriminate against any person because of involvement in any proceeding under or related to FMLA.

Miscellaneous Provisions

- ***Special rules apply to employees of local education agencies.***
- Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Any employer who willfully violates this requirement may be subject to a fine of up to \$100 for each separate offense.

Enforcement

- The *Secretary of Labor* is authorized to investigate and attempt to resolve complaints of violations and may bring an action against an employer in any federal or state court of law.
- The enforcement procedures of FMLA parallel those of the federal *Fair Labor Standards Act*. The FMLA will be enforced by the Department of Labor's *Wage and Hour Division*.
- An eligible employee may bring a civil action against an employer for violations.
- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA may have any damages reduced to actual damages at the discretion of a judge.

For additional information, contact the Director of Henry-Stark Special Education District.

Family and Medical Leave Act (FMLA) Employee/Director Responsibilities and Information

- At the time the employee makes the director aware of a request for leave for a reason that might qualify under *FMLA*, the director should give the employee the application and related information.
- The *FMLA Request Form* may be completed by the employee, family member, or the Director or designee.
- It is the responsibility of the employee, *not the Director or other supervisor*, to submit the (original) completed *Certification of Health Provider Form* (by the attending physician) to the Director Services within fifteen (15) calendar days; copies may be retained by the employee and Director.
- Failure to submit the appropriate paperwork to the Director within the 15-calendar daytime frame may result in the denial of *FMLA* leave.
- The supervisor has an option of putting the employee on *Provisional FMLA* leave to avert the use of more leave than necessary from work. Please call Personnel Services for additional information.
- The employee must have worked for Henry-Stark Special Education District for at least 12 months and must have worked 1,250 hours during the previous 12 months. Leave for part-time employees is given proportionate to the percent of time worked.
- The director or designee will:
 1. determine the 1,250 hours eligibility requirement,
 2. calculate the available leave,
 3. verify the certification of the required documentation by the attending physician,
 4. send written confirmation to the employee and supervisor or department head documenting the approval or /disapproval of the request for *FMLA* leave with effective date and any current accrued leave balances.
- If the employee does not return to work after 12 weeks of leave, Henry-Stark Special Education District may then seek to recover the health insurance contribution for the period of leave- without-pay.
- At the end of the *FMLA* leave, the employee will be reinstated to the original or equivalent position.
- For the birth, adoption or foster care placement of a child, the parents may only use twelve weeks of combined leave. They are not each entitled to twelve weeks of *FMLA* leave.

Reporting Leave and Leave Usage

- The employee has the option of using applicable leave balances (earned and accrued vacation, sick or personal leave while on approved *FMLA* leave. The hours will be deducted from the employee's *FMLA* leave annual entitlement.
 - An eligible employee may take up to 12 weeks of unpaid leave or use applicable vacation, sick or personal leave,
 - If an employee is found ineligible for *FMLA* leave, standard leave policies will apply.
 - If the employee is unavailable to complete the *Time Sheet*, the supervisor should complete it, and enter leave on the leave system.
- FMLA entitlement is a total of 12 weeks combined.

- Follow up medical documentation may be requested of the employee **only** by the director or the director's authorized designee during the time the employee is on leave.
- If an *intermittent* or *reduced work* schedule is requested, it must be discussed and developed by the employee and the director, or authorized designee. **An *intermittent* or *reduced schedule* of leave for birth, adoption or foster care of a child is subject to approval by the department head.** Contact the director for assistance.
- If the employee is on unpaid approved *FMLA* leave, it will be his/her responsibility to pay the employee portion of the monthly health care premium to the Henry-Stark Special Education District Office.

The Serious Health Condition of the Employee The employee may use sick leave from other accrued and earned leave balances, if any such as vacation, personal or sick leave, or the employee may go on FMLA leave-without-pay.

Caring for an Immediate Family Member (*Parents, stepparents, spouse, children, step- children*)

The employee may use sick leave from other accrued and earned leave balances, if any such as vacation, personal or sick leave, or the employee may go on FMLA leave-without-pay.

Birth of a Child

The mother may use sick leave during a period before or after delivery when she is unable to work due to the effects of pregnancy or childbirth. The employee may go on FMLA leave-without-pay.

The father may use FMLA leave-without-pay.

Adoption or Placement of a Foster Child

The parent(s) may go on FMLA leave-without-pay.

If both parents are Henry-Stark Special Education District employees, their FMLA entitlement is a total of 12 weeks combined.

ARTICLE IX - "LEAVE WITHOUT PAY"

Leaves of absence without pay of duration no longer than one year may be granted by the Executive Board upon recommendation from the Director for such purposes as education, travel, leaves for personal illness or serious illness in the immediate family or household, child rearing, childbirth, and adoption. However, an employee who is unable to work because of pregnancy or childbirth may utilize sick leave to the extent earned and available. However, employees are not required to exhaust sick leave, personal leave, or vacation leave before requesting, or being placed on unpaid leave.

Leaves of absence without pay shall be of the shortest duration possible, consistent with the scheduling needs of the educational program and the district. When possible, leaves of absence shall be coordinated with natural breaks in the educational process, such as the beginning or end of semesters, for employees who deliver direct educational services.

An employee who desires to request a leave of absence without pay shall request the same of the Director in writing. Those leaves of duration of three months or fewer, with commencement and return dates approved by the Director shall not require approval of the Executive Board.

An employee requesting a leave of absence without pay shall request the same of the Director. If the employee is unable to request the leave, due to illness or injury, the leave of absence may be requested on the employee's behalf by a family member or legally appointed representative.

Employees on unpaid leaves of absence shall not be entitled to utilize sick leave during the period of the unpaid leave.

Employees on unpaid leave of absence without pay may continue in the health insurance plan at the employee's expense, subject to health carrier or health plan approval.

This provision does not increase or limit the right of eligible Employees or the District in respect to leaves under the Family and Medical Leave Act.

ARTICLE X - "DETERMINATION OF TEMPORARY AND PERMANENT DISABILITY"

10.1 Temporary Disability

An employee shall be deemed temporarily disabled if, after exhaustion of all earned and accrued sick, vacation and personal leave, 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 90 consecutive work days, or is intermittently absent from service for 90 out of 120 consecutive work days, for the same or a related illness or incapacity

10.2 Permanent Disability

An employee who, after exhaustion of all earned and accrued sick, vacation and personal leave 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 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 90 calendar days, provided the Governing Board receives a statement from a physician licensed in Illinois to practice medicine in all its branches acknowledging the permanent nature and duration of the employee's disability.

10.3 Temporary Disability Leave

Any employee who is temporarily disabled and has exhausted all his/her accumulated sick leave, and FMLA leave shall be placed automatically on an unpaid disability leave of absence for a temporary period, not to exceed 90 workdays 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 unpaid leaves of absence in the Henry-Stark Counties Special Education District including the provisions of the Henry-Stark Counties Special Education District's policy on Family and Medical Leaves of Absence.

10.4 Computation of Absences

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

10.5 Effect on Probationary Service

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

ARTICLE XI - "LICENSED STAFF REDUCTION-IN-FORCE"

11.1 Layoff Procedures

The Director will give the President of the Association advanced notification when it is necessary to reduce the Licensed Staff because of declining enrollment, program elimination, or financial necessity. The Sequence of Honorable Dismissal List will be used pursuant with the 105 ILCS 5/24-12 of the *Illinois School Code* for the Reduction in Force (RIF).

11.2 Definition of Seniority

1. Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority: The licensed employee shall acquire seniority rights upon employment in the District;
2. Continuous service shall begin from the first day the employee is paid for his/her duties in full time continuous service which leads to tenure; and,
3. Approved paid leaves of absence shall count in determining District seniority. Unpaid leaves of absence shall not count when determining seniority.

11.3 Breaking Ties of Employment with Equal Seniority

1. Seniority shall be determined by the total number of years of service to the District regardless of whether the service is continuous;
2. If the total years of service to the District as determined above are equal, then seniority shall be determined by the employee's total years of TRS service; and
3. If the total years of service to the District as determined above are equal, District seniority shall be determined by a random lot selection witnessed by an Association representative.

11.4 Consultation with Association

When the District decides it is necessary to reduce the number of employees in the bargaining unit because of enrollment or funding, the Association President will be informed in advance of any public announcement pertaining to same. The Association shall be given an opportunity to discuss the number of employees not to be reemployed, the particular positions to be eliminated and alternatives to such changes.

11.5 Payment of Salary

When a licensed employee is dismissed by the District due to a desire to decrease the number of licensed employees employed by the board or to discontinue some particular type of service, the employee shall be given the option of being paid all earned compensation on or before the third business day following his or her last day of employment or the next regularly scheduled pay date. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees who were employed for the entire previous school year.

11.6 Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be filled in accordance with 105 ILCS 5/24-12 of the School Code.

11.7 Waiver of Recall Rights

Failure of the employee to respond within ten (10) calendar days after the receipt of the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee will result in the termination of the employee's right of recall to the vacant position. It shall be the responsibility of the employee to inform the Director of any change in home address.

ARTICLE XII – “EDUCATIONAL SUPPORT EMPLOYEES REDUCTION-IN-FORCE”

12.1 Applicability

This regulation includes all full-time employees of Henry-Stark Counties Special Education District whose jobs do not require teaching or administrative certificates. Such employees are referred to as Educational Support Personnel (ESP’s) for purposes of this section. Short-term, temporary and student employees (such as student teachers or students-in-training) are not deemed to be Educational Support Personnel for purposes of this Policy.

12.2 Seniority

The District shall provide the Association with an educational support personnel seniority list by February 1, annually. Employees shall have ten (10) calendar days from the date of posting of the tentative seniority list to file written objections with the Director or designee to the information shown on the list, including the employee’s ranking or category. After the period for objections has passed, the administration shall prepare and post a finalized seniority list by February 15.

Seniority Lists will be available on the Henry-Stark Counties Special Education District website.

12.3 Definition of Seniority

Seniority is the length of an educational support employee’s service starting with the first day on which duties are performed if the employee successfully completes the probationary period. In order for an employee to have seniority, he/she must have successfully completed the probationary period. Once an employee has successfully completed the probationary period, seniority shall be retroactive to the first day duties are performed in the probationary period.

1. Seniority is lost upon the following:
 - a. Resignation;
 - b. Dismissal; and
 - c. Retirement.

2. Seniority is retained but shall not accrue during the following:
 - a. Unpaid leave of absence;
 - b. Unpaid sick leave; and
 - c. Period of layoff as established by this Agreement.

3. Seniority continues to accrue during the following:
 - a. Paid leave of absence; and
 - b. Temporary disability under IMRF.

12.4 Seniority List

District shall publish a seniority list for each of the following educational support employee categories of position:

1. Highly Qualified Instructional Aide,
2. Custodians
3. Hearing Impaired Interpreters
4. Board Certified Behavior Analysis (BCBA)

Employees changing job categories shall begin a new probationary period.

An employee shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

12.5 Layoff Procedures

If an educational support employee is removed or dismissed because of a decision of the District to decrease the number of employees or to discontinue some particular type of service, written notification shall be given the employee by certified mail, in accordance with the Illinois School Code, together with a statement of honorable dismissal and the reason, therefore. The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first.

12.6 Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees removed or dismissed from that category of position, so far as they are qualified to hold such position.

12.7 Waiver of Recall

Failure of the employee to respond within ten (10) calendar days after the receipt of the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee will result in the termination of the employee's right of recall to the vacant position. It shall be the responsibility of the employee to inform the Director of any change in home address.

12.8 Breaking Ties of Employment with Equal Seniority

Should a conflict arise concerning two (2) or more educational support employees with identical length of continuing service within a category, seniority shall be determined by the total number of years of service to the District regardless of whether the service is continuous. If the total years of service remains identical, a lot selection shall be held, witnessed by an Association representative.

ARTICLE XIII - "MINORITY RECRUITMENT AND HIRING"

In implementing the Minority Recruitment and Hiring Policy, the Director or designee may utilize the following practices and activities:

- A. Establish an internal communication policy regarding the Henry-Stark Counties Special Education District's commitment to minority recruitment and hiring;
- B. Develop internal procedures to ensure that the Henry-Stark Counties Special Education District's commitment to minority recruitment and hiring is fully implemented;
- C. Periodically inform all employees of the Henry-Stark Counties Special Education District's commitment to minority recruitment and hiring for all persons;
- D. Enlist the assistance and support of all recruitment sources, including employment agencies, college placement directors and business associates to provide minority recruitment and hiring opportunities;
- E. Review employment records to determine the availability of promotable and transferable members of various minority groups;
- F. Establish meaningful contacts with minority organizations and leaders for technical assistance, education and referral of potential employees;
- G. Engage in recruitment activities at educational institutions with substantial enrollment of students from various minority groups.
- H. Minority media for institutional and employment advertising.

ARTICLE XIV – “DRUG AND ALCOHOL-FREE WORKPLACE

14.1 General

The Henry-Stark Counties Special Education District shall certify to the Illinois State Board of Education and upon application to any federal granting agency that the Henry-Stark Counties Special Education District provides and maintains a drug- and alcohol-free workplace.

14.2 Definitions

- A. The term "illicit drugs" means the use of any controlled substance or other illegal, addictive, or harmful drug, including narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, or anabolic steroids.
- B. The term "school premises" refers to school buildings, or property, or owned or approved vehicles used to transport students to and from school and school events, and to all Henry-Stark Counties Special Education District-sponsored events or functions, whether on or off school premises, including field trips and athletic events.
- C. The term "drug abuse education and prevention" means prevention, early intervention, rehabilitation, referral, and education related to the abuse of alcohol and the use and abuse of controlled, illegal, addictive, or harmful substances, including anabolic steroids.

14.3 Drug- and Alcohol-Free Workplace Requirements

- A. The Henry-Stark Counties Special Education District shall annually notify each employee that the unlawful manufacture, dispensing, possession, use or distribution of illicit drugs or alcohol is prohibited in the Henry-Stark Counties Special Education District in all locations where work is performed in connection with a specific federal grant, and shall specify the standards of conduct required and the disciplinary sanctions which will be taken against employees for violation of such prohibition. (Appendix 14-A) The notice to employees shall be in substantially the form attached as Appendix 14-B to these regulations. The notice shall be provided to all Henry-Stark Counties Special Education District employees annually at the start of each school year. New Henry-Stark Counties Special Education District employees shall also receive the notice at the time they commence employment.
- B. The Henry-Stark Counties Special Education District shall establish a drug and alcohol abuse education and prevention program to inform employees about:
 - 1. The Henry-Stark Counties Special Education District's policy of maintaining a drug-and alcohol-free workplace;
 - 2. Any available drug and alcohol counseling, rehabilitation, re-entry, and employee assistance programs;
 - 3. The penalties that the Henry-Stark Counties Special Education District may impose upon employees for drug and alcohol abuse violations occurring in the workplace; and
 - 4. The dangers of drug and alcohol abuse in the workplace.
- C. All Henry-Stark Counties Special Education District employees shall annually be given a copy of the statement required by paragraph (A) above, with notification that, as a condition of

employment, it is mandatory that the employee will:

1. Abide by the terms of the statement; and
 2. Notify the Henry-Stark Counties Special Education District of any original criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- D. The Henry-Stark Counties Special Education District shall, within ten (10) calendar days, notify the federal granting agency after receiving the notice specified under subparagraph (C)(2) or otherwise receiving actual notice of a drug conviction.
- E. The Henry-Stark Counties Special Education District shall take one of the following actions regarding any employee who violates any provisions of the Drug- and Alcohol- Free Workplace Policy or these implementing regulations and within thirty (30) calendar days of receiving notice under subparagraph (C)(2) with respect to any employee who is so convicted:
1. Take appropriate disciplinary action against such an employee, including oral or written reprimand, suspension, or other action up to and including termination from employment; or
 2. Require such employee to complete participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- F. The Henry-Stark Counties Special Education District shall review its drug- and alcohol-free workplace program biennially to maintain a drug-free workplace through implementation of paragraphs (A) through (E) above and to:
1. Determine its effectiveness and to implement procedures and effect changes, if necessary; and,
 2. Ensure that disciplinary sanctions described in (E) above are consistently enforced.

APPENDIX 14-A

Pursuant to the Drug Free Workplace, Henry-Stark Counties Special Education District is required to notify all employees annually that the unlawful manufacture, dispensing, possession, use or distribution of illicit drugs or alcohol is prohibited in the Henry-Stark Counties Special Education District in all locations where work is performed in connection with a specific federal grant, and to further notify you of the standards of conduct required and the disciplinary sanctions which will be taken against employees for violation of such prohibition.

Please be informed that the policy of Henry-Stark Counties Special Education District supplements the Drug Free Workplace Act, and that the unlawful manufacture, dispensing, possession, use or distribution of illicit drugs is prohibited in the Henry-Stark Counties Special Education District, as is unlawful manufacture, possession, use or consumption of alcoholic beverages in any form. This policy applies in all locations where work is performed by employees, of Henry-Stark Special Education District, including, without limitation, property, buildings, vehicles or other conveyances of Henry-Stark Special Education District or its member districts, or while the employee is elsewhere on the business or activities of Henry-Stark Special Education District or one of its member districts. .

Violation of this policy is deemed to be a most serious offense, and will result in discipline, including, as the Governing Board deems appropriate, termination of employment. Further, all evidence and information of illegal activity involving drugs or alcohol will be provided to police authorities promptly.

EMPLOYEE NOTIFICATION

POLICY ON DRUG- AND ALCOHOL- FREE WORKPLACE

Henry-Stark Counties Special Education District, in compliance with its obligations under the Drug Free Schools and Communities Act of 1986, as amended by Public Law 101-226 in 1989 ("Schools Act"), and the Drug-Free Workplace Act of 1988, hereby notifies all employees that the Henry-Stark Counties Special Education District has a policy of maintaining a drug- and alcohol- free workplace and that the unlawful manufacture, dispensing, possession, use or distribution of illicit drugs or alcohol is prohibited on School Henry-Stark Counties Special Education District premises or as part of any school activities.

All employees must abide by the terms of this policy as a condition of employment in this Henry-Stark Counties Special Education District Any employee found to be in violation of this policy shall be subject to discipline under existing employee disciplinary policies and procedures. The penalties for violation could include oral or written reprimand, suspension, or other disciplinary action up to and including termination from employment and referral for criminal prosecution.

The Governing Board believes that drug and alcohol abuse are dangerous to the user and harmful to the school environment. To assist you in becoming aware of the dangers of drug and alcohol abuse, you may contact Henry-Stark Counties Special Education District Office. In addition, you can also receive information regarding local drug and alcohol rehabilitation programs from Henry-Stark Counties Special Education District Office.

Any employee of the Henry-Stark Counties Special Education District at any of the district locations , convicted of a violation of any federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace must notify the Henry-Stark Counties Special Education District no later than five (5) calendar days after such conviction, which is defined to include a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

ARTICLE XV – “UNIFORM GRIEVANCE”

15.1 Filing a Complaint

A person (hereinafter Complainant) who wishes to avail himself or herself of this grievance procedure may do so by filing a complaint in writing on the Formal Grievance Form located on the Henry-Stark website with the Henry-Stark Counties Special Education District Compliance Manager.

If the complaint involves accommodation of disability or discrimination on the basis of disability, the complaint will be referred to the ADA/Section 504 procedure.

The Complainant shall not be required to file a complaint with the Director if the Director is the person against whom the complaint is to be filed. In that case the complaint should be filed with the chair of the Executive Board of Henry-Stark Special Education District, and all action to be taken hereunder by the director shall be taken by the said chair, or designee. The Director 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 if a student is involved. The Director may assist the Complainant in filing a complaint under this grievance procedure.

15.2 Investigation

The Director will investigate the complaint or appoint a qualified designee 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 Director’s designee, if appointed, shall file a written report of his/her investigation findings with the Director.

15.3 Decision and Appeal

After receipt of the investigation report, the 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 Director for review by the Governing Board. The Director shall be responsible for forwarding all materials relative to the complaint and appeal to the Governing Board. Thereafter, the Governing Board shall render a written decision, which may affirm, modify, or reverse the Director's decision. A copy of the Governing Board'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 Governing Board.

ARTICLE XVI - "NON-DISCRIMINATION ON THE BASIS OF DISABILITY"

16.1 The Americans With Disabilities Act ("ADA")/Section 504 Coordinator

A. Appointment

The Henry-Stark Counties Special Education District shall designate at least one employee (Director or designee) to coordinate its efforts to comply with and carry out its responsibilities under the ADA and Section 504.

B. Duties

The duties of the ADA/Section 504 Coordinator shall include answering questions regarding rights and responsibilities under the ADA and Section 504 and investigating any complaint or grievance alleging noncompliance with the ADA or Section 504.

C. Notification

The Henry-Stark Counties Special Education District shall make available to all interested individuals the name, office address, and telephone number of the employee designated as the ADA/ Section 504 Coordinator.

16.2 Grievance Procedure

The Americans With Disabilities Act ("ADA") and Section 504 require that each program, service, and activity offered by the Henry-Stark Counties Special Education District, when viewed in its entirety, be readily accessible to and usable by qualified individuals with disabilities or handicaps.

A "grievance" is any complaint under the ADA/Section 504 by an individual with a disability who:

- D. meets the essential eligibility requirements for participation in or receipt of the benefits of a program, activity or service offered by the Henry-Stark Counties Special Education District, and
- E. believes he or she has been excluded from participation in or denied the benefits of any program, service or activity of the Henry-Stark Counties Special Education District or has been subject to discrimination by the Henry-Stark Counties Special Education District on the basis of his or her disability or handicap.

The Henry-Stark Counties Special Education District will endeavor to respond to and resolve grievances without the need to resort to the formal grievance procedure established by the Henry- Stark Counties Special Education District's Uniform Grievance Procedure (Policy No. XXI). A person who wishes to avail himself or herself of the formal Uniform Grievance Procedure, however, may do so only by filing a written grievance within three hundred sixty-five (365) calendar days of the alleged discrimination.

The ADA/Section 504 Coordinator shall provide a copy of the Uniform Grievance Procedure and the required Grievance Form, located on the district website, to anyone who requests it or expresses a desire to file a formal grievance.

Each grievance involves a unique set of factors which include but are not limited to: the specific

nature of the disability; the essential eligibility requirements for, the benefits to be derived from, and the nature of the service, program or activity at issue; the effect of the disability on the health and safety of others; and whether or not an accommodation would constitute a fundamental alteration to the program, service or activity or constitute an undue hardship on the Henry-Stark Counties Special Education District. Accordingly, termination of a grievance at any level, whether through the granting of relief or otherwise, shall not constitute a precedent on which any other grievant should rely.

16.3 Notification of ADA/Section 504 Policy

Notice of the Henry-Stark Counties Special Education District's policy on nondiscrimination on the basis of disability shall be included in recruitment materials; applications for employment, services or participation in programs and activities; handbooks, manuals, or pamphlets distributed to the public, employees, or students; and Governing Board meeting policies. Notice shall be further provided by the display of informative posters in public areas of Henry-Stark Counties Special Education District office building(s). Such notice shall identify the responsible employee who coordinates the Henry- Stark Counties Special Education District's efforts under Section 504 and the ADA.

ARTICLE XVII - "SCHOOL VISITATION RIGHTS"

17.1 Definitions

A. Employee

"Employee" means a person:

1. who has worked for the Henry-Stark Counties Special Education District at least six (6) consecutive months immediately preceding a request for school visitation leave; and
2. who works, during those six (6) months, an average number of hours per week equal to at least one-half (.5) of a full-time equivalent position as defined by the Henry-Stark Counties Special Education District

B. Child

"Child" refers to a biological, adopted, or foster child, or a stepchild or a legal ward of an employee who is enrolled in a primary or secondary public or private school in Illinois or in a state which shares a common boundary with Illinois.

C. School

"School" means any public or private primary or secondary school or educational facility located in Illinois or in a state which shares a common boundary with Illinois.

17.2 Henry-Stark Counties Special Education District Employees

Eligible Henry-Stark Counties Special Education District employees will be granted up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. This leave time for school visitation shall be unpaid and subject to the following provisions:

- A. Before an employee is eligible to take school visitation leave, the employee must first exhaust all accrued vacation, personal and compensatory leave, or any other leave available to the employee, with the exception of sick leave and disability leave.
- B. Before arranging attendance at the conference or activity, the employee shall provide the Director with a written request for leave at least seven (7) days in advance of the conference or activity.
- C. In an emergency, the employee must make every effort to give at least twenty-four (24) hours' notice of the need for school visitation leave by contacting the Regional Director or designee.
- D. The employee must consult with the Director to schedule school visitation leave so as not to disrupt unduly the Henry-Stark Counties Special Education District's operations.
- E. If an employee submits a written request to make up the time taken for school visitation leave, the Henry-Stark Counties Special Education District shall try to provide a reasonable opportunity

for the employee to make up the time at the normal rate of pay. If no such opportunity exists, the employee's school visitation leave shall remain unpaid.

- F. Within two (2) working days of the completion of school visitation, the employee must submit to the Director or designee written documentation of the visitation which verifies the time and date the visitation occurred and ended. If the employee fails to submit the required verification statement, the leave taken shall be deemed an unexcused absence subject to the Henry-Stark Counties Special Education District's standard disciplinary procedures.
- G. School visitation leave shall not be granted to an employee if allowing such leave would result in more than five percent (5%) of the Henry-Stark Counties Special Education District's work force, or five percent (5%) of a Henry-Stark Counties Special Education District work force shift, taking school visitation leave at the same time.

ARTICLE XVIII - "MAINTENANCE, INSPECTION AND DISSEMINATION OF PERSONNEL RECORDS"

18.1 Administrative Regulations Governing Personnel Records

A. Scope

1. An "employee" may inspect/copy personnel records if he/she is:
 - a. currently employed, whether full, part-time, temporary or a substitute;
 - b. a former employee with a right to return to a position subject to recall after a layoff or leave of absence;
 - c. a former employee who has terminated service within the preceding year.
2. The "records" subject to inspection are personnel records and the contents therein including test scores (not test documents and protocols) and any documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action maintained by the employer or by others having a contractual agreement with the employer to keep or supply personnel records.
3. The records not subject to inspection are:
 - a. Letters of reference;
 - b. Test documents and protocols (not scores);
 - c. Information of a personal nature about another person if the disclosure would clearly be an unwarranted invasion of that person's privacy;
 - d. Records relevant to a pending claim or dispute between employee and employer which may be discovered in a judicial proceeding; and
 - e. Materials related to the employer's staff planning, such as matters relating to development, expansions, or goals, where the materials relate to or affect more than one employee, unless such materials will be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, compensation, discharge or discipline.
 - f. Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information obtained from such records.

18.2 Inspection of Records

B. Rights of Employees

1. Employees shall be permitted to inspect all or any part of their personnel records within three (3) working days of making such request provided the request is made in writing.
If the employer can demonstrate that it is unable to meet this deadline, the employer shall have an additional three (3) days to comply.
2. An employee may request inspection of personnel records twice during a calendar year provided the requests are made not less than five (5) months apart.

3. The employees may not remove all or any part of records reviewed without express written consent of the employer.
4. An employee may obtain a copy of the information or part of the information in the personnel record at or after the time provided for inspection. An employee seeking copies more than 10 pages will be charged a fee as determined by the Henry-Stark Counties Special Education District, not to exceed the fee to be established by the Governing Board on an annual basis.

C. Time and Place of Inspection

The inspection of records shall take place at a location reasonably near the employee's place of employment during normal business hours. The employer may permit inspection at another time or place more convenient to the employee. The employer may have an agent present during review. If the employee demonstrates that he or she is unable to review the record at the employing unit, the employer shall, upon a written request, mail a copy of the record requested to the employee. The employer may require that the employee pay for the costs of mailing.

18.3 Correction of Records

- D. The employee may request that a personnel record be corrected by completing and submitting the Request to Correct Record in writing to the Director. Any information in the records may be removed or corrected by mutual agreement of the employer and employee. If the parties cannot agree to removal or correction of the records within thirty (30) days following such request, the employee has the right, within ten (10) days after such impasse, to attach a statement of reasonable length explaining his or her position on the disputed portion of the personnel record. This statement shall permanently remain with the records and if the records are transmitted to a third party, the statement shall accompany the transmitted records. The employer may include a statement with such transmitted records that the employer's transmission of the employee's statement does not imply agreement with the statement.
- E. If the employer or employee knowingly places a false statement in the record, the other party shall first request that the statement be deleted or corrected. If there is no response to such request within a reasonable time, the complaining party may institute legal proceedings in accordance with applicable law to correct such information in the record.

18.4 Dissemination of Disciplinary Records

To Third Parties

The employer, the Henry-Stark Counties Special Education District, shall not divulge to a third party who is not a part of the employer's organization, or to a party the records of that employee or former employee concerning discipline reports, letters of reprimand or other disciplinary action without written notice to the employee on or before the day of the dissemination. That notice shall be by first class mail mailed to the employee's last known address. Prior to releasing an employee's personnel record to a third party, the employer shall delete any disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old except if these records are released pursuant to a legal action or arbitration or are consented to by the employee in writing.

Notice is not required if:

1. The records are requested by a government agency as a result of a complaint or claim by an employee or as a result of a criminal investigation by such agency;
2. Disclosure is ordered to a party in a legal or arbitration action; or
3. The employee has waived such notice as part of a written signed employment application with another employer.

ARTICLE XIX - "COMPUTER SYSTEM USE"

19.1 Implementing Rules and Acceptable Use Guidelines

All users of the Henry-Stark Counties Special Education District Computer System ("System") must comply with Henry-Stark Counties Special Education District policy and these Implementing Rules and Acceptable Use Guidelines, as amended from time to time, as well as the computer use policies, rules, and guidelines of the school district where the employee works.

The "System" includes all computer hardware and software owned, leased, licensed or operated by the Henry-Stark Counties Special Education District, including, but not limited to, Henry-Stark Counties Special Education District electronic mail; the Henry-Stark Counties Special Education District web site; Henry-Stark Counties Special Education District Internet access, on-line services and bulletin board systems; any portion of the Internet accessed through computer hardware and/or software owned, leased, licensed or operated by the Henry-Stark Counties Special Education District "Use" of the System shall include use of or obtaining access to the System from any computer terminal or other device whether owned or operated by the Henry-Stark Counties Special Education District

Any employee who uses the System or computer hardware and/or software owned, leased, licensed or operated by a member district (Member District Systems) shall comply with all policies, regulations, rules, and/or guidelines of the member district governing such use, and shall also comply with Henry-Stark Counties Special Education District policy and these Implementing Rules and Acceptable Use Guidelines during such use as if the employee were using the Henry-Stark Counties Special Education District System.

Employees have no expectation of privacy in their use of the System or Member District Systems. The Henry-Stark Counties Special Education District, or, in the case of Member District Systems, the Member District has the right to access, review, copy, delete, or disclose, as allowed by law, any software, data, message, or other computer file created, sent, received, or stored on the System, including, but not limited to, electronic mail. Employees should be aware that any of the foregoing also may be subject to public disclosure pursuant to state and/or federal law. The Henry-Stark Counties Special Education District and Member Districts reserves the right to and does monitor use of the System by employees, including employees' access to the Internet, to ensure the efficient use and operation of the System and compliance with applicable law, policies, regulations, and guidelines.

Access to the System is provided to employees for educational and work-related purposes. Incidental personal use should be minimized and must not interfere with either an employee's work-related duties or the efficient operation of the System.

Employees must submit a signed "Computer Use" form provided at employment intake before being granted access to the System.

19.2 Privileges

The System, including all information created, sent, received, or sent thereon, is the property of the Henry-Stark Counties Special Education District Access to the System is a privilege, not a right, and may be suspended or revoked at any time. Violations of Henry-Stark Counties Special Education District policy or these Implementing Rules and Acceptable Use Guidelines, or of computer system use policies, regulations, rules, or guidelines of member school districts, may result in discipline up to and including dismissal, loss of System use privileges, and/or referral to law enforcement or other

authorities or other legal action as appropriate.

19.3 Acceptable and Unacceptable Use

All use of the System must be for bona fide educational or research purposes consistent with the Henry-Stark Counties Special Education District's educational mission, except for incidental personal use permitted. All use also must comply with Henry-Stark Counties Special Education District policy and these Implementing Rules and Acceptable Use Guidelines, as amended.

Unacceptable uses include, but are not limited to, any use of the System that: violates the rights of others; is primarily intended as an immediate solicitation of funds is illegal or for illegal purposes of any kind; is inappropriate for an educational setting; disrupts the proper and efficient operation of the System; disrupts the proper and orderly operation or discipline of any program maintained by the Henry-Stark Counties Special Education District; or disrupts the proper and orderly operation of any program or activity operated by Henry-Stark Special Education District or a member school district.

Unacceptable uses specifically include, but are not limited to, using the System to:

- A. Engage in activities which are inconsistent with the Henry-Stark Counties Special Education District's educational mission, or which interfere with an employee's performance of work responsibilities.
- B. Access, retrieve, view, maintain, store, or disseminate materials that contain pornography, obscenity, or sexually explicit, perversely lewd, and vulgar, obscene, profane, or indecent text, sound, regulation or images. "Indecent materials" are those materials which, in context, depict or describe sexual activities or organs in terms patently offensive, as measured by contemporary community standards. "Obscene materials" are those materials which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way and which, taken as a whole, do not have any serious literary, artistic, political, or scientific value.
- C. Access, retrieve, view, maintain, store, or disseminate any material in violation of any federal or state law or regulation or Henry-Stark Counties Special Education District policy or rules. This includes but is not limited to: unauthorized use of copyrighted material; use of the System to commit fraud, or with the intent to commit fraud; use of any password or access code issued to any person other than the user; or disclosing the full name, home address, or phone number of any student.
- D. Install, remove, modify, decompile, or transfer any software to or from the System without authorization from the System Administrator.
- E. Engage in for-profit or non-school sponsored commercial activities, including advertising or sales.
- F. Harass, threaten, intimidate, or demean an individual or group of individuals because of sex, color, race, religion, age, disability, national origin, or sexual orientation.
- G. Disrupt the educational process or interfere with the rights of others at any time, either during school days or after school hours.
- H. Disrupt or interfere with the proper and efficient operation of the System.
- I. Gain unauthorized access to, or make unauthorized modifications to, the data or files of another user.
- J. Gain unauthorized access to, or make unauthorized modifications to, the System, or the computer system of any other individual or organization.

- K. Forge or alter electronic mail messages to misrepresent their source or content; use an account owned by another user; or disclose any System password, including the user's own.
- L. Invade the privacy of any individual, including, but not limited to, any act that violates federal or state laws governing the use and disclosure of student records.
- M. Download, copy, print or otherwise access, store, maintain or possess any software, file, or other data in violation of federal or state law.
- N. Send electronic mail or other on-line messages that are intended to harass any other person or that contain chain letters, pyramid schemes, or unsolicited commercial advertisements.
- O. Conceal or misrepresent the user's identity while using the System.
- P. Post material on the Henry-Stark Counties Special Education District's web site without the authorization of the Director or designee.
- Q. Commit vandalism, including, but not limited to, downloading, uploading, or creating computer viruses.
- R. Attempt to commit any act which would violate any Henry-Stark Counties Special Education District policy, rules, or guidelines, including these Implementing Rules and Acceptable Use Guidelines, if completed successfully.

19.4 Student Access to System

No System user shall, under any circumstances, permit any student to use any part of the System that has access to the Internet.

No System user shall, under any circumstances, permit any student to access the Internet through any computer hardware or software owned, leased, operated by, or licensed to a member district except as permitted by policies, rules, regulations, or guidelines of that member district.

19.5 Web Sites

From time to time, the Henry-Stark Counties Special Education District may publish student-related information or material created by students and/or Henry-Stark Counties Special Education District staff on Henry-Stark Counties Special Education District web sites consistent with the following guidelines:

- A. Any material which is proposed to be published on Henry-Stark Counties Special Education District web sites must be sponsored by an Henry-Stark Counties Special Education District employee and approved for publication by the Director or designee(s).
- B. The Henry-Stark Counties Special Education District web sites shall not display photographs or work of students except as provided herein or as otherwise allowed by law.
- C. A student shall not be depicted in photographs published on Henry-Stark Counties Special Education District web sites unless the student's parent or guardian has submitted a signed authorization consenting to such publication.
- D. A student's home address, telephone number, e-mail address, or other information which would allow a visitor to the Henry-Stark Counties Special Education District website to personally contact the student shall not be published on the Henry-Stark Counties Special Education District website.

- E. Work prepared by a student shall not be published on Henry-Stark Counties Special Education District web sites unless the student has submitted a signed Authorization consenting to such publication and the student or the student's parent or guardian has specifically approved the work for publication on Henry-Stark Counties Special Education District web sites in writing.
- F. Any student work published on Henry-Stark Counties Special Education District web sites shall contain a copyright notice in substantially the following form: "Copyright [Year], [Student's name]." A student's submission of work for publication on Henry-Stark Counties Special Education District web sites shall constitute a non-exclusive, non-transferable license in favor of the Henry-Stark Counties Special Education District for such publication.
- G. Photographs that are included within a published work requires written consent from such person(s) the person's parent or guardian if the student is under 18 years of age.
- H. Any reply to, or message concerning, a student's work that has been published on Henry-Stark Counties Special Education District web sites shall be directed to the sponsoring staff member.
- I. Staff works which are prepared in the scope of employment are works "made for hire" within the meaning of the *Copyright Act*, 17 U.S.C. § 101 *et seq.*, and all copyrights and other intellectual property rights in and to such works vest in the Henry-Stark Counties Special Education District. Submission of other staff works for publication on Henry-Stark Counties Special Education District web sites shall give rise to a non-exclusive, non-transferable license in favor of the Henry-Stark Counties Special Education District for such publication.
- J. All material published on Henry-Stark Counties Special Education District web sites must be appropriate for the Henry-Stark Counties Special Education District's educational mission. All student and staff work submitted for publication on Henry-Stark Counties Special Education District web sites are subject to treatment as Henry-Stark Counties Special Education District-sponsored publications.
- K. Copying or reproduction of text, graphics, sounds, or other material found on Henry-Stark Counties Special Education District web sites is prohibited without express written permission. Any permitted copying or reproduction must include credit to the Henry-Stark Counties Special Education District and to the original author.

19.6 Disclaimer

Henry-Stark Counties Special Education District makes no warranties of any kind, whether express or implied, for the System. The Henry-Stark Counties Special Education District is not responsible for any damages incurred, including the loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Use of any information obtained via the System is at the user's own risk. The Henry-Stark Counties Special Education District is not responsible for the accuracy or quality of information obtained through the System. Henry-Stark Counties Special Education District is not responsible for any user's intentional or unintentional access of material on the Internet which may be obscene, indecent, or of an inappropriate nature.

19.7 Security and User Reporting Duties

- A. Security of the System is a high priority and must be a priority for all users.
- B. Users are prohibited from sharing their log-in IDs or passwords with any other individual.
- C. A user who becomes aware of any security risk or misuse of the system must immediately notify the appropriate Henry-Stark Counties Special Education District administrator.

19.8 Amendments and Additional Rules

The Henry-Stark Counties Special Education District may amend these Implementing Rules and Acceptable Use Guidelines from time to time, and the Director, or designee, may promulgate additional rules governing use of the Henry-Stark Counties Special Education District Computer System, as necessary to ensure the proper and efficient use of the System.

All such amendments and/or additional rules shall be posted in a conspicuous place in Henry-Stark Counties Special Education District offices or provided to Henry-Stark Counties Special Education District employees, or otherwise posted or disseminated in a manner reasonably calculated to provide notice of them to Henry-Stark Counties Special Education District users. Violations of such amendments and/or additional rules shall constitute a violation of these Implementing Rules and Acceptable Use Guidelines and may be subject to discipline up to and including dismissal, loss of System use privileges, and/or referral to law enforcement or other authorities or other legal action as appropriate.

19.9 Indemnification

The user agrees to indemnify the Henry-Stark Counties Special Education District for any losses, costs, damages, charges or fees, including, but not limited to, telephone charges, long-distance charges, per-minute surcharges, equipment or line costs, or attorney fees, incurred by the Henry-Stark Counties Special Education District and relating to, or arising out of the user's use of the System or any violation by the user of Henry-Stark Counties Special Education District policy or these Implementing Rules and Acceptable Use Guidelines.

19.10 Cooperation with Investigations

The Henry-Stark Counties Special Education District reserves the right to participate and cooperate fully in any investigation requested or undertaken by either law enforcement authorities or a party alleging to have been harmed using the System. Evidence of illegal activity may be reported or turned over to appropriate authorities.

ARTICLE XX - "REQUEST OF SUPPLIES, MATERIALS AND SERVICES"

- A. The Henry-Stark Counties Special Education District will make available to all personnel supplies, materials, and other services necessary to fulfill their duties or provide comprehensive services.
- B. Personnel wishing to request supplies, materials and equipment must complete a purchase requisition form and submit it to the Director for approval.
- C. All purchases require the approval of Director.
- D. The Henry-Stark Counties Special Education District office is responsible for processing all purchase requests, inventory and ensuring all equipment and must be involved in the process of purchasing all equipment and materials.
- E. Staff, who are given permission to purchase equipment and materials directly from a vendor, must obtain a purchase order from the special education office prior to the transaction. Invoices, packing slips and receipts must be returned to the business office so that equipment may be placed on the inventory.
- F. Equipment and materials will not be released by the special education office until it has been inventoried. Please do not remove equipment and materials from the office until the process is complete.
- G. If any equipment is lost or stolen, please notify the special education office immediately so that the proper steps may be taken in reporting the loss to our insurance company.
- H. The special education office must be notified if any equipment is to be retired or removed from the inventory.
- I. The special education office will establish all Henry-Stark Counties Special Education District charge accounts. When materials and supplies are charged, with the appropriate purchase order, all receipts must be forwarded to the business office immediately.
- J. Avoid using the petty cash fund and impress fund for materials and supply reimbursement. These funds should be used for emergency purposes.

ARTICLE XXI – CHRONIC COMMUNICABLE DISEASE “EMPLOYEES WITH CHRONIC INFECTIOUS DISEASES”

21.1 Temporary Exclusion

An employee who has a chronic infectious disease or is a carrier of an infectious disease may be excluded temporarily from work or transferred to another position by the Director or his/her designee pending determination of the employee's medical condition and continued employment status. During any period of temporary exclusion, the employee shall be entitled to utilize sick leave and other related benefits. In the event it is determined that the employee could have been at work during the temporary exclusion, no deduction from sick leave shall be made for such excluded time.

21.2 Medical Examination

An employee who has a chronic infectious disease or is a carrier of an infectious disease may be required by the Governing Board from time to time to undergo an examination by a physician licensed in Illinois to practice medicine and surgery in all its branches. Such examination must be job-related and consistent with business necessity or must have the purpose of determining whether the employee is a direct threat to himself or others in the work environment. The Governing Board shall pay the expenses of any required medical examination. The employee shall be allowed to select the physician from a list supplied by the Governing Board. If the employee unreasonably delays in selecting the physician or making an appointment for an examination, the Governing Board will select the physician and/or make the appointment on behalf of the employee.

21.3 Evaluation and Decision Regarding Employment

The Director shall make any final recommendations to the Governing Board regarding the continued employment of an employee with a chronic infectious disease. In making this recommendation, the Director, when necessary, may consult with appropriate medical personnel, including the employee's personal physician, and provided the identity of the employee is not disclosed, Department of Public Health personnel and other appropriate medical experts in the field.

21.4 Confidentiality

- A. The medical condition of an employee who has a chronic infectious disease shall be disclosed only to the extent necessary to minimize the health risks to the employee and others.
- B. If the employee's medical condition involves the presence of HIV or its antibodies, stricter confidentiality standards apply. No person may disclose the identity of any person upon whom an HIV test is performed or the results of such a test in a manner which permits identification of the subject of the test without written consent of the individual tested. Further, no person to whom the results of a test have been disclosed may disclose the test results to another person without the tested individual's consent. If an employee discloses to a supervisor that the employee has tested positive for the presence of HIV, the employee will be requested to give written consent to inform the Director and the Governing Board of the employee's medical condition. If the employee does not consent to disclosure of his/her identity and medical condition, the supervisor shall not disclose the identity of the infected employee but shall disclose to the Director and the Governing Board that an individual in the school community has tested positive for HIV and shall report on that individual's medical condition and ability to perform responsibilities.

ARTICLE XXII - "OPEN MEETINGS: GOVERNING BOARD ACTION, GOVERNING BOARD MINUTES, AND VERBATIM RECORDS"

22.1 Final Action

Prior to the Governing Board taking any final action on a matter at an open session, the Board President, Director, or any person acting in their stead, shall publicly describe the nature of the issue before the Governing Board and such other information as will inform the public of the business being conducted during the discussion of the matter. If no discussion occurs on a matter upon which the Governing Board is to take final action, the motion itself shall describe the nature of the action being considered.

22.2 Minutes and Verbatim Records

The Governing Board shall keep and maintain written minutes of all open and closed session meetings and a verbatim record, in the form of an audio or video recording, of all closed meetings held. All minutes and verbatim records shall include: 1) the date, time, and place of the meeting; 2) a listing of Governing Board members present and absent; 3) a summary of discussions on all matters which are proposed, deliberated, or decided at the meeting; and 4) a record of any votes taken. The minutes for open meetings will be made available for public inspection within seven (7) days after the Governing Board approves such minutes.

22.3 Review of Closed Session Minutes

The Governing Board shall, in closed session, meet periodically, but not less than semi-annually, to review the minutes and recordings of its closed session meetings. During such review, the Governing Board shall determine, and shall thereafter report in open session: 1) whether the need for confidentiality still exists as to all or part of the closed session minutes or recordings under review; or 2) whether the minutes or recordings or portions thereof no longer require confidential treatment and can be made available for public inspection. The Governing Board shall accomplish this review in the following manner:

- A. At its initial closed session meeting held in accordance with this policy, the Governing Board shall review all closed session minutes and recordings approved by the Governing Board prior to the date of the meeting and determine whether the need for confidentiality still exists as to all of those minutes and recordings or any portions thereof. Additionally, the Governing Board shall direct the administration to prepare a summary of the contents of all closed session minutes and recordings approved to that date, which summary shall be used during future reviews to assist the Governing Board in making its semiannual determinations. The summary shall identify the minutes by the date of the closed session and shall briefly describe the contents of the minutes and the type of detail included.
- B. Thereafter, the Governing Board shall meet in closed session at its January and June meetings to review the prepared summary of previously-reviewed closed session minutes and the actual minutes of all closed sessions held since the last review occurred. The Governing Board shall determine whether the need for confidentiality still exists as to all or part of the minutes physically before it or listed on the prepared summary. The Governing Board shall then direct the administration to list on the closed session minutes summary all of the minutes reviewed since the summary was last prepared.
- C. If the Governing Board finds that it is no longer necessary to protect the public interest or the

privacy of an individual by keeping specific closed session minutes and recordings confidential, then the Governing Board shall determine those minutes and recordings or portions thereof are no longer confidential.

22.4 Verbatim Records Destruction

The Governing Board shall destroy verbatim records of closed meetings, without notification to or approval from a records commission or State Archivist, after twenty-four (24) months from the date of the recorded meeting unless needed for a specific purpose as determined by the Governing Board. Before the destruction of a verbatim record, the Governing Board must approve 1) the destruction of the particular recording and 2) closed meeting minutes that meet the requirements outlined in Section II above.

ARTICLE XXIII - "FREEDOM OF INFORMATION ACT"

23.1 General

The Henry-Stark Counties Special Education District shall display and make available for public inspection and copying all public records as required by the Illinois *Freedom of Information Act*.

23.2 Information to be Displayed

The following information shall be displayed and available for inspection, review, and copying, during normal business hours and days at the Henry-Stark Counties Special Education District's administrative office at 1318 w. Sixth Street, Kewanee, Illinois.

- a brief description and a summary of the purpose of the Henry-Stark Counties Special Education District;
- a block diagram of the Henry-Stark Counties Special Education District's functional subdivisions;
- the amount of the Henry-Stark Counties Special Education District's operating budget;
- the number and location of all Henry-Stark Counties Special Education District offices and schools;
- the approximate number of full and part-time employees;
- the identification and membership of any Governing Board, commission, committee or council which operates in an advisory capacity relative to the operation of the Henry-Stark Counties Special Education District, or which exercise control over Henry-Stark Counties Special Education District policies or procedures, or to which the Henry-Stark Counties Special Education District is required to report and be answerable for its operations; and
- a description of how the public may request information and records, including:
 1. a directory of names, titles and addresses of employees to whom the request for public records is to be made; and
 2. fees to be charged for copying and for certification of public records.

23.3 Records Available From the Henry-Stark Counties Special Education District

All records within the scope of the Illinois *Freedom of Information Act* that are under the Henry-Stark Counties Special Education District's control shall be available pursuant to this policy. To aid persons in obtaining access to these public records, a reasonably current detailed list of all types or categories of records within the control of the Henry-Stark Counties Special Education District shall be maintained and made available for inspection and copying. Upon request, the Henry-Stark Counties Special Education District shall also furnish an explanation of the manner in which any records stored by electronic data processing may be obtained in a form comprehensible to those lacking knowledge of computer language or printout format.

23.4 Procedures for Requests to Inspect or Copy Records

A. Form and Scope of Request

A request to inspect or copy records shall be identified as a *Freedom of Information Act* request and shall include the name and address of the requestor, a precise description of the public record sought, a statement of whether the request is for inspection or copying (certified or regular), and the purpose for the request. All requests shall be submitted to the Director or designee [the secretary to the Director] at the Henry-Stark Counties Special Education District's administrative office at 1318 W. 6th Street, Kewanee IL 61443.

B. Responses to Request

1. Time for Response

- a. The Henry-Stark Counties Special Education District shall grant or deny a written request by letter within seven (7) working days after its receipt, except as additional time is necessary pursuant to Section B.1.b below.
- b. An additional seven (7) working days are available for response if:
 - i. records are stored in whole or in part at another location;
 - ii. a substantial number of records must be collected;
 - iii. the request is couched in categorical terms and requires an extensive search;
 - iv. after a search, the records cannot be located and additional efforts are being made to locate them;
 - v. the requested records require an examination and evaluation by a competent person to determine whether the records are exempt under the Act;
 - vi. timely compliance would be an undue burden or would interfere with regular operation of the Henry-Stark Counties Special Education District;
or
 - vii. there is need for consultation with another public body which has a substantial interest in the determination or in the subject matter of the request.

If additional time is required for any of the above reasons, the Director shall so notify in writing the person making the request within seven (7) working days of receipt of the request. Notice shall include the reason for delay and the anticipated date the records will be available or denied. In no instance may the delay in processing last longer than seven (7) working days. A failure to render a decision within seven (7) working days shall be considered a denial of the request.

2. Granting of Request

If a request is granted, the Director or designee shall contact the requestor and arrange a time for inspection of the requested records, or shall arrange to have the requested records copied. Inspection will not be allowed when records are in immediate use by persons exercising official duties which require use of the records. Inspection of records is to be made at the Henry-Stark Counties Special Education District's administrative office, and records may not be removed from the office. The Director or designee shall be present during the copying or inspection of records.

3. Charges for Copies and Certification

- a. A fee of \$.25 per page may be charged for copying documents. These charges are reasonably calculated to reimburse the Henry-Stark Counties Special Education District for the actual cost involved in reproducing, and are subject to change annually by Governing Board resolution. No charge shall be made for staff time spent searching for or reviewing records.
- b. The Director or designee may waive or reduce fees if the person requesting the documents states the specific purpose for the request and indicates that a fee waiver or reduction is in the public interest. Fee waiver or reduction is in the public interest if the principal purpose of the request is to access and disseminate information regarding the health, safety and welfare or legal rights of the general public and is not for the principal purpose of personal or commercial benefit. In setting the amount of fee waiver or reduction, the Director or designee may take into consideration the amount of materials requested and the cost of copying them.

4. Denial of Request

If a request is denied, the requestor shall be notified in writing within the specified time period of:

- a. the reason for denial;
- b. the name and title of each person responsible for the denial;
- c. if denied on the grounds that the records are exempt, the exemption claimed to authorize the denial; and
- d. the requestor's right to appeal the denial.

Copies of all denial notices shall be retained in a central file open to the public and indexed by exemption and, to the extent feasible, by type of record requested.

5. Basis for Denial

A request may be denied if:

- a. the records are exempt from public access in accordance with the provisions of the Illinois *Freedom of Information Act*; or
- b. a request for all records falling within a category is unduly burdensome, there is no way to narrow the request, and the burden on the Henry-Stark Counties Special Education District outweighs the public interest in the information. The Henry-Stark Counties Special Education District shall notify the requestor in writing of the reasons and the extent to which the request would unduly burden the operations of the Henry-Stark Counties Special Education District, and provide the requestor with an opportunity to confer in order to reduce the request to manageable proportions. Repeated requests for the same public records by the same person shall be deemed unduly burdensome under this provision.

6. Appeal from Denial

Any person denied the opportunity to inspect or copy a record may appeal that decision within fourteen (14) working days by a written notice of appeal to the President of the Governing Board. The President of the Governing Board shall review the appeal and notify the party of the decision within seven (7) working days after notice of appeal.

7. Status of Response

The Governing Board President or the Director shall, at each regular or special Governing Board meeting, report any *Freedom of Information Act* requests made of the Henry-Stark Counties Special Education District, and the status of the Henry- Stark Counties Special Education District's response.

**ARTICLE XXIV – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 GOVERNING
BOARD PRIVACY POLICY**

"HIPAA PRIVACY POLICY"

24.1 Definitions

1. Covered Entity – means a health plan, health care clearinghouse, or health care provider who transmits any health information in “electronic media” in connection with a standard transaction.

Electronic media – means the mode of electronic transmission and includes the Internet (wide-open), Extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

2. Health Information – means any information, whether oral or recorded in any form or medium, that: (a) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearing house; and (b) relates to the past, present, or future physical or mental health condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual.

3. Individually Identifiable Health Information – is information that is a subset of health information, including demographic information collected from an Individual, and

- a. is created or received by the Cooperative (health plan), a health care provider, employer, or health care clearing house; and
- b. relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and
- c. identifies the Individual; or
- d. with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

4. Protected Health Information (“PHI”) – means Individually Identifiable Health Information that:

- a. is transmitted by or maintained in electronic media; or
- b. is transmitted by or maintained in any other form or medium.

PHI excludes Individually Identifiable Health Information contained in:

- a. education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g;
- b. records described at 20 U.S.C. 1232g(a)(4)(B)(iv) which are records on a student who is eighteen years of age or older, or is attending an institution of post-secondary education,

which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and which are made, maintained, or used only in connection with the provision of treatment to the student, and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice; and

c. employment records held by the Cooperative in its role as employer.

5. Use - means the application, sharing, utilization, examination, employment, or analysis of PHI within the Cooperative.
6. Disclosure – means the release, transfer, provision of access to, or divulging information, in any other manner, outside of the Cooperative.
7. Treatment – means the provision, coordination, or management of health care and related services by one or more health care providers which includes: the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.
8. Payment – means activities undertaken by the cooperative to:
 - a. obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan;
 - b. obtain or provide reimbursement for the provision of health care;
 - c. determine eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefits claims;
 - d. adjust amounts due based upon enrollee health status and demographic characteristics;
 - e. bill, manage claims, collect, obtain payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing;
 - f. review health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
 - g. review utilization activities, including precertification and preauthorization of services; and
 - h. disclose to consumer reporting agencies of any of the following PHI relating to the collection of premiums or reimbursement: name and address, date of birth, social security number, payment history, account number, and name and address of the health care provider and/or health plan.
9. Health Care Operations - means any of the following activities of the Cooperative to the extent that the activities are related to covered functions, and any of the following activities of an organized health care arrangement in which the cooperative participates:
 - a. conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of

generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives, and related functions that do not include Treatment;

- b. reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- c. underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract or reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance);
- d. conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
- e. business planning and development, such as conducting cost management and planning related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies;
- f. business management and general administrative activities of the entity, including, but not limited to:
 - (i) management activities relating to implementation of and compliance with privacy policies;
 - (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer;
 - (iii) resolution of internal grievances;
 - (iv) due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity or, following completion of the sale or transfer, will become a covered entity; and
 - (v) creating De-Identified Health Information or a Limited Data Set.

- 10.** Designated Record Set - means a group of records maintained by or created for the Cooperative that is (i) the medical and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals.

“Record” as used above, shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Cooperative.

- 11.** Hybrid Entity – means a single legal entity that is a covered entity whose business activities include both covered and non-covered functions. A covered function is any function the

performance of which makes the performer a covered entity.

12. Health Care Component – means a component or combination of components of a Hybrid Entity designated by the Hybrid Entity.
13. Individual – means the person who is the subject of PHI.

24.2 Employee Training Concerning PHI

Cooperative employees who require access to PHI to perform the functions of their positions shall receive proper training to ensure the security and privacy of such information.

The Cooperative will provide training to its existing employees by no later than April 14, 2004. Thereafter, the Cooperative will train each new member of its workforce within a reasonable period of time after the employee joins the workforce.

The Privacy Officer shall document that the Cooperative has provided the required training to its employees and retain such documentation in accordance with section 2.3 of this Policy.

Cooperative employees shall be required to adhere to the Cooperative's privacy policies, practices and procedures described herein as a condition of employment. Any Cooperative employee who does not adhere to the policies, practices and procedures described in this Policy shall be subject to discipline up to and including termination.