



Eastern Illinois Area of Special Education

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Employee Handbook

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Welcome

Welcome to the Eastern Illinois Area of Special Education. We are pleased that you have joined EIASE and welcome you to help continue the successful education of our students.

We are fortunate enough to have outstanding employees who work as a team and provide for making EIASE successful. You have been carefully chosen as a team member because you exhibited those characteristics, which will allow us to continue to provide quality education to our students. Welcome to our team.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Reeley". The signature is fluid and cursive, with the first name "Tony" and last name "Reeley" clearly distinguishable.

Tony Reeley, Executive Director
Eastern Illinois Area of Special Education

THE EIASE MISSION

The mission of the Eastern Illinois Area of Special Education is to provide a service of instruction, diagnostics, therapeutics, and technical support to its member districts' children with disabilities, faculty, parents, administration, and community. Therefore, EIASE is a service agency operating under the aegis of its member districts to assist them in giving each child with a disability an opportunity to obtain an education designed to satisfy his/her own needs as well as the demands of the society in which he/she lives.

EIASE Member DistrictsClark County

Casey-Westfield CUSD #4
Marshall CUSD #2
Martinsville CUSD #3

Coles County

Charleston CUSD #1
Mattoon CUSD #2
Oakland CUSD #5

Cumberland County

Cumberland CUSD #77
Neoga CUSD #3

Edgar County

Edgar County CUSD #6
Kansas CUSD #3
Paris Crestwood CUSD #4
Paris Union #95
Shiloh CUSD #1

Moultrie County

Okaw Valley CUSD #302
Sullivan CUSD #300

Shelby County

Cowden-Herrick CUSD #3A
Shelbyville CUSD #4
Stewardson-Strasburg CUSD #5A
Windsor CUSD #1

Douglas County

Arcola CUSD #306
Arthur CUSD #305
Tuscola CUSD #301
Villa Grove CUSD #302

Effingham County

Altamont CUSD #10
Beecher City CUSD #20
Dieterich CUSD #30
Effingham CUSD #40
Teutopolis CUSD #50

Employee Rights and Responsibilities

All Employees have a responsibility to make themselves familiar with, and abide by, the laws of the state as these affect their work, the provisions of the collective bargaining agreement, the policies of the Executive Board, and the administrative procedures designed to implement them.

All Employees shall be expected to carry out their assigned responsibilities with conscientious concern, with the first responsibility of the Employees being the education of students. Also essential to the success of ongoing EIASE operations and its related and instructional program are the following specific responsibilities, which shall be required of all Employees:

1. Faithfulness and promptness in attendance at work.
2. Support, adherence, and enforcement of policies of the Executive Board and procedures of the EIASE administration.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of EIASE property. EIASE property should not be removed from EIASE buildings without the permission from the Principal/Department Head, Associate Director, Assistant Director, or Executive Director. This includes but is not limited to furniture, computers, printers, and office supplies.
5. Concern and attention toward their own and the Executive Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.
6. Maintain strict confidentiality of all information, data, and records relating to EIASE, any past or present EIASE personnel, and any past or present students.
7. Adherence to the EIASE Standards of Conduct.

EIASE Policies

CONTRACT LANGUAGE

There is an agreement between Eastern Illinois Area of Special Education and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA). The Association distributes copies of the agreement. Members are responsible to become familiar with the information in the contract. Nothing in this employee handbook shall supersede Federal or State law and/or collective bargaining agreements.

EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY RECRUITMENT (5:10)

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

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

ADMINISTRATIVE IMPLEMENTATION

The Executive Director shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the Joint Agreement's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Executive Director or a Complaint Manager for the Uniform Grievance Procedure. The Executive Director shall insert into this policy the names, addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Jeremy Doughty

Name

5837 Park Drive

Charleston, IL 61920

Address

jdoughty@eiase.com

Effective Date: 7/1/2025

 Email

844-999-9001

 Telephone
Complaint Managers:

Dori Cash

Name

5837 Park Drive

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dcash@eiase.com

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Jeremy Doughty

Name

5837 Park Drive

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 Telephone

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

MINORITY RECRUITMENT

The Joint Agreement will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the Joint Agreement to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

DISCRIMINATION AND HARASSMENT ON THE BASIS OF RACE, COLOR, AND NATIONAL ORIGIN PROHIBITED (2:270)

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

Examples of Prohibited Conduct

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

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

Making a Report or Complaint; Investigation Process

Individuals are encouraged to promptly report claims or incidents of discrimination or harassment based on race, color, or national origin to the Nondiscrimination Coordinator, a Complaint Manager, or any employee

with whom the student is comfortable speaking. Reports under this policy will be processed under Board policy 2:260, Uniform Grievance Procedure.

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

Reports and complaints of discrimination or harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

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

Federal and State Agencies

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

Prevention and Response Program

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

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

POLICY POSTING AND DISTRIBUTION

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

Pursuant to Illinois law, policies related to nondiscrimination, harassment, and retaliation (e.g., 2:270, 2:265, 7:255) are posted on the EIASE website and included in this handbook as required. These policies are reviewed annually and distributed to employees and families in an accessible format.

ENFORCEMENT

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

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

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

RETALIATION PROHIBITED

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

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

EMPLOYMENT AT WILL (5:270)

Please refer to the following current agreement:

Article 6.1 & 6.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

EMPLOYMENT AT-WILL

Unless otherwise specifically provided, Joint Agreement employment is at-will, meaning that employment may be terminated by the Joint Agreement or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in Board policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Executive Director is authorized to make exceptions to employing non-licensed employees at-will but shall maintain a record of positions or employees who are not at-will.

WORKPLACE HARASSMENT PROHIBITED (5:20)

The Joint Agreement expects the workplace environment to be productive, respectful, and free of unlawful harassment. Joint Agreement employees shall not engage in harassment or abusive conduct on the basis of an individual's race, religion, national origin, sex, sexual orientation, age, citizenship status, disability, or other protected status identified in Board policy 5:10, Equal Employment Opportunity and Minority Recruitment. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policy 7:20, Harassment of Students Prohibited.

SEXUAL HARASSMENT PROHIBITED

The Joint Agreement shall provide a workplace environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.

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

MAKING A COMPLAINT; ENFORCEMENT

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge. An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Board policy 2:260, Uniform Grievance Procedure).

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

Employees should report claims of harassment to the Nondiscrimination Coordinator and/or use the Board policy 2:260, Uniform Grievance Procedure. Employees may choose to report to a person of the employee's same sex. There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

WHOM TO CONTACT WITH A REPORT OR COMPLAINT

The Executive Director shall insert into this policy the names, addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Jeremy Doughty

Name

5837 Park Drive

Charleston, IL 61920

Address

jdoughty@eiase.com

Email

844-999-9001

Telephone

Complaint Managers:

Effective Date: 7/1/2025

Dori Cash	Jeremy Doughty
Name	Name
5837 Park Drive	5837 Park Drive
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Address	Address
dcash@eiase.com	jdoughty@eiase.com
Email	Email
844-999-9001	844-999-9001
Telephone	Telephone

The Executive Director shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

PREVENTION OF AND RESPONSE TO BULLYING, INTIMIDATION, AND HARASSMENT (7:180)

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important Joint Agreement goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by a school Joint Agreement or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This item (4) applies only in cases in which a school administrator or teacher receives a report that bullying through this means has occurred and it does not require a Joint Agreement or school to staff or monitor any nonschool-related activity, function, or program.

DEFINITIONS FROM SECTION 27-23.7 OF THE SCHOOL CODE (105 ILCS 5/27-23.7)

Bullying includes *cyber-bullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;

3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Cyber-bullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyber-bullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyber-bullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school.

School personnel means persons employed by, on contract with, or who volunteer in a school Joint Agreement, including without limitation school and school Joint Agreement administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

BULLYING PREVENTION AND RESPONSE PLAN

The Director or designee shall develop and maintain a bullying prevention and response plan that advances the Joint Agreement's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the following requirements:

1. The Joint Agreement uses the definition of bullying as provided in this policy.
2. Bullying is contrary to State law and the policy of this Joint Agreement. However, nothing in the Joint Agreement's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Joint Agreement Complaint Manager or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the Joint Agreement Complaint Manager or any staff member. Anonymous reports are also accepted.

Complaint Manager:

Dori Cash

Name

5837 Park Drive

Effective Date: 7/1/2025

Address

Charleston, IL 61920

dcash@eiase.com

Email

844-999-9001

Telephone**Anonymous Reporting call: 844-999-9001**

4. Consistent with federal and State laws and rules governing student privacy rights, the Director or designee shall promptly inform parent(s)/guardian(s) of all students involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Director or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of the incident of bullying was received and taking into consideration additional relevant information received during the course of the investigation about the reported incident of bullying.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the report of the incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents and guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Director or designee shall investigate whether a reported act of bullying is within the permissible scope of the Joint Agreement's jurisdiction and shall require that the Joint Agreement provide the victim with information regarding services that are available within the Joint Agreement and community, such as counseling, support services, and other programs.

6. The Director or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying is prohibited. A student's act of reprisal or retaliation will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.
8. A student will not be punished for reporting bullying or supplying information, even if the Joint Agreement's investigation concludes that no bullying occurred. However, knowingly making a false

accusation or providing knowingly false information will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

9. The Joint Agreement's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Director or designee shall post this policy on the Joint Agreement's Internet website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must also be distributed annually to parents/guardians, students, and school personnel, including new employees when hired.
11. The Director or designee shall assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. This process shall include, without limitation:
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the Joint Agreement already collects for other purposes. The Director or designee must post the information developed as a result of the policy evaluation on the Joint Agreement's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students.

12. The District's bullying prevention plan must be consistent with other Board policies.

ABUSED AND NEGLECTED CHILD REPORTING (5:90)

Any Joint Agreement employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, shall immediately: (1) report such a case to the Illinois Department of Children and Family Services on its Child Abuse Hotline 800/25-ABUSE or 217/524-2606, and (2) follow any additional directions given by the Illinois Department of Children and Family Services to complete a report. The employee shall also promptly notify the Executive Director or Building Principal that a report has been made. All Joint Agreement employees shall sign the Acknowledgement of Mandated Reporter Status form provided by the Illinois Department of Child and Family Services (DCFS) and the Executive Director or designee shall ensure that the signed forms are retained.

Any Joint Agreement employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's Cyber-Tip line 800/843-5678, or online at www.cybertipline.com. The Executive Director or Building Principal shall also be promptly notified of the discovery and that a report has been made.

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

The Executive Director shall notify the State Superintendent and the Regional Superintendent in writing when he or she has reasonable cause to believe that a certificate holder was dismissed or resigned from the Joint Agreement as a result of an act that made a child an abused or neglected child. The Executive Director

must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the certificate holder.

The Executive Director or designee shall provide staff development opportunities for all school personnel working with students, in the detection, reporting, and prevention of child abuse and neglect.

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

RELEASE DURING SCHOOL HOURS (7:90)

For safety and security reasons, a prior written or oral consent of a student's custodial parent/guardian is required before a student is released during school hours: (1) at any time before the regular dismissal time or at any time before school is otherwise officially closed, and/or (2) to any person other than a custodial parent/guardian.

Accurate determination of the custodial parent/guardian should be an ongoing effort, repeating each year with student registration. In the event the parent/guardian indicates that there has been a divorce or any other change in the legal rights and responsibilities surrounding the parent/guardian relationship with a student, a request for a copy of the Court Order of the Allocation of Parental Responsibilities or Parenting Plan (formerly called child custody order) should be immediately requested. If guardianship has been determined in any other manner, a copy of any Court Order or legal documents governing that relationship should be requested.

If no such documentation exists, a review of the child's birth certificate should be completed to determine whether the purported parents/guardians are listed on the birth certificate. If a parent/guardian who is not listed on the birth certificate is claiming to have legal rights towards the child, consultation with the Executive Director and/or legal counsel should occur to accurately determine the appropriate rights and responsibilities of each party. If a parent/guardian is contesting the parental rights of an individual who is listed on the child's birth certificate, the Executive Director and/or legal counsel should be contacted and all individuals listed on the child's birth certificate should be advised to seek their own legal counsel as to their rights and responsibilities while continuing to enforce the assumed parental rights of all individuals named on the birth certificate.

2:260 UNIFORM GRIEVANCE PROCEDURE

A student, parent/guardian, employee, or community member should notify any Joint Agreement Complaint Manager if he or she believes that the Joint Agreement Boards, their employees, or their agents has violated his or her rights regarding any one of the following:

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.
2. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
3. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.
4. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.
5. Sexual harassment prohibited by the State Officials and Employees Ethics Act, 5 ILCS 430/70- 5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under policy 2:265, Title IX Grievance Procedure)

6. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
7. Victims' Economic Security and Safety Act, 820 ILCS 180/
8. Illinois Equal Pay Act of 2003, 820 ILCS 112/
9. Illinois Whistleblower Act, 740 ILCS 174/
10. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
11. Employee Credit Privacy Act, 820 ILCS 70/

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

Right to Pursue Other Remedies Not Impaired

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

Deadlines

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

Filing a Complaint

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

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint under policy 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment, in addition to any response required by this policy.

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

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under policy 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited, in addition to any response required by this policy.

For any complaint alleging sexual harassment or other violation of policy 5:20, Workplace Harassment Prohibited, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

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

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Executive Director. The Complaint Manager may extend this timeframe as he or she deems appropriate.

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

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Executive Director shall provide his or her written decision to the Complainant and the accused as well as to the "Complaint Manager. All decisions shall be based upon the preponderance of evidence standard.

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

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

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

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

Appointing a Nondiscrimination Coordinator and Complaint Managers

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

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

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

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

Nondiscrimination Coordinator:Jeremy Doughty

Name

5837 Park Drive

Charleston, IL 61920

Address

jdoughty@eiase.com

Email

844-999-9001

Telephone

Title IX Coordinator:Dori Cash

Name

5837 Park Drive

Address

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dcash@eiase.com

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Complaint Managers:Dori Cash

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2:265 TITLE IX GRIEVANCE PROCEDURE

Discrimination on the basis of sex, including sex-based harassment, affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from discrimination on the basis of sex is an important District goal. The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106), including against applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sex Discrimination Prohibited

Sex discrimination as defined in Title IX (Title IX Sex Discrimination) is prohibited. A District employee, agent, or student violates this prohibition whenever that person engages in conduct on the basis of sex that causes another person to be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any education program or activity operated by the District. Title IX Sex Discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and/or gender identity. Sex-based harassment is a form of Title IX Sex Discrimination. Sex-based harassment occurs whenever a person engages in conduct on the basis of sex that satisfies one or more of the following:

1. A District employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service on a person's participation in unwelcome sexual conduct; or
2. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 C.F.R. §106.2.

Definitions from [34 C.F.R. §106.2](#)

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Title IX Sex Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Title IX Sex Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Title IX Sex Discrimination.

Complaint means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX.

Respondent means a person who is alleged to have violated the District's prohibition on Title IX Sex Discrimination.

Retaliation means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made "a Complaint, or participated or refuse to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

Making a Report

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

School employees who receive information about conduct that reasonably may constitute Sex Discrimination under this policy shall promptly forward the report or information to the Title IX Coordinator. An employee who fails to promptly make or forward a report or information may be disciplined, up to and including discharge.

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

Title IX Coordinator:

Dori Cash

Name

5837 Park Drive

Address

Charleston, IL 61920

dcash@eiase.com

Email

844-999-9001

Telephone

Processing and Reviewing a Report or Complaint

Upon receipt of a report of conduct that reasonably may constitute Title IX Sex Discrimination, the Title IX Coordinator and/or designee shall offer and coordinate supportive measures, as appropriate, for a Complainant.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, Uniform Grievance Procedure; 5:10, Equal Employment Opportunity and Minority Recruitment; 5:20, Workplace Harassment Prohibited; 5:90, Abused and Neglected Child Reporting; 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest; 7:10, Equal Educational Opportunities; 7:20, Harassment of Students Prohibited; 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment; 7:185, Teen Dating Violence Prohibited; and 7:190, Student Behavior, to determine if the allegations in the report require further action under those policies.

Reports of alleged Title IX Sex Discrimination will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of Title IX Sex Discrimination."

Title IX Complaint Grievance Process

The Superintendent or designee shall implement procedures to ensure the prompt and equitable resolution of all Complaints according to a grievance process that fully complies with 34 C.F.R.

§106.45. See the District's Title IX Complaint Grievance Process (Grievance Process) under administrative procedure 2:265-AP2, Formal Title IX Complaint Grievance Process.

When a Complaint is filed, the Title IX Coordinator will investigate it and make a determination regarding the outcome of the Complaint, or appoint a qualified person(s) to undertake the investigation and make a determination regarding the outcome of the Complaint.

Enforcement

Any District employee who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex Discrimination will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex Discrimination will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any District student who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex

Effective Date: 7/1/2025

Discrimination will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding Title IX Sex Discrimination will likewise be subject to disciplinary action.

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

Retaliation Prohibited

The District prohibits any form of retaliation, including peer retaliation, in its education program or activity. Any person should report claims of retaliation using this Board policy 2:265, Title IX Grievance Procedure.

A student, employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

STUDENT RECORDS (7:340)

School student records are confidential and information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The Joint Agreement may release directory information as permitted by law, but a parent/guardian shall have the right to object to the release of information regarding his or her child. However, the Joint Agreement will comply with an ex parte court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the student's parent/guardian.

When a court order, signed by a judge, is provided ordering the release of student records, the Joint Agreement will comply after providing prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. This notice shall include a copy of the order and the right to inspect, copy, and challenge the contents of the records. A subpoena for records is not the same as a court order signed by a judge, and should immediately be provided to the Executive Director and/or legal counsel in order to assure appropriate student records obligations are met and to assure that the receiving party is not held in contempt for failure to respond to the subpoena. Subpoenas for oral testimony should be treated the same as subpoenas for records, generally information regarding a student to which an employee may testify is protected if it could be found in a student record, such that a court order to testify is necessary to proceed. Subpoenas are frequently issued as a result of family law issues, criminal law issues, and civil litigation relating to a student, and the professional handling of such requests may eliminate a great deal of unnecessary burden.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKING POLICY

The Executive Director or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Statewide Child Murderer and Violent Offender against Youth Database are performed on each employee as required by School Code. A copy of the record

of convictions obtained from the Illinois State Police may be provided by EIASE to the applicant and the Executive Director or designee shall notify the applicant if the applicant is identified in either database. Any information concerning the record of convictions obtained by EIASE shall be confidential and may only be transmitted or shared with the President of the Governing Board, Executive Director or his designee, Regional Superintendent, State Superintendent, State Teacher Certification Board, or any other person necessary to the hiring decision.

EIASE retains the right to not employ or to discharge any employee who makes any false or misleading statement on, or omits facts from, his or her employment application or documents, if there is any criminal history records check, Statewide Sex Offender Database check, Statewide Child Murderer and Violent Offender Against Youth Database check, or background investigation, or if EIASE is prohibited from employing the employee under Section 10-21.9 of the Illinois School Code.

ACCIDENT REPORTING AND INVESTIGATION

Employees must report any accident or injury to their building administrator immediately following the accident or injury. Employees will assist in completing an accident/injury report and update administration regarding recovery from accidents or injuries following doctor visits. The Administration will investigate all accidents and injuries and report to the Executive Director efforts to prevent any further accidents and injuries.

JOB-RELATED INJURY

Please refer to the following current agreement: **Article 9.1.2.9** of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

REPLACEMENT OF PERSONAL BELONGINGS

1. A claim for repair/replacement of an Employee's glasses/clothing will only be honored when it results from an altercation provoked by a TLC/LIFE Academy student, or other incident acceptable to the Executive Director or his designee, while the Employee was performing his/her duties. The term altercation is defined by The Reader's Digest Encyclopedic Dictionary as, "A heated dispute; angry controversy; wrangling."
2. To file a claim, the Employee will, within five (5) school days of the incident, take the damaged item to the supervising administrator of the program in which he/she works.
3. The administrator shall process the claim by completing EIASE form "[Request for Replacement of Personal Belongings](#)" ([staff.eiase.com](#)) as follows:
 - a. Date of claim
 - b. Employee's name
 - c. Determine that the item was damaged during an altercation with a TLC/LIFE Academy student, or similar incident involving other students.
 - d. Obtain a description of the item damaged, including age of the item, condition before it was damaged, and estimate of original purchase price.
 - e. Obtain a description of the damage to the personal item.
 - f. Make recommendations regarding the claim and provide rationale for the decision. Administrator may consult with a certified optician in making a decision to repair or replace damaged parts of glasses.
 - g. Determine the amount of reimbursement to be allowed for claim according to the following:
 - i. Reimbursement for clothing to be repaired will be at the actual cost of the repair, not to exceed \$50.00 per occurrence.

- ii. Reimbursement for replacement of clothing will be equal to one-half the cost of an equivalent new item, not to exceed \$50.00 per occurrence.
 - iii. Reimbursement for repair/replacement of glasses will be only for parts damaged (i.e., lens, frames). Damaged parts of glasses will be repaired/replaced at actual cost of repair/replacement, not to exceed the original cost of the glasses.
 - iv. Contact lenses will be replaced when the Employee's physician verifies that his/her vision problem is only correctable by the wearing of contact lenses. In such cases, reimbursement will be equivalent to the actual cost of replacement of the damaged lens.
 - v. Once a claim is approved, the Employee will have glasses repaired/replaced, and submit a copy of the bill to EIASE for reimbursement at the approved rate.
- h. All claims for repair/replacement of glasses or clothing must be approved by the Executive Director or his/her designee prior to any actual repair/replacement or reimbursement for such repair/replacement. The administration will make every effort to process claims within ten (10) school days of their receipt.
4. The wearing of heirloom/irreplaceable expensive watches and/or jewelry is not recommended.

Reference:

5.060 (AP3) - Replacement of Personal Belongings

DRUG AND ALCOHOL FREE WORKPLACE (5:50)

All EIASE workplaces are drug- and alcohol-free workplaces. All employees are prohibited from engaging in any of the following activities while on EIASE premises or while performing work for EIASE:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being under the influence of any illegal substance or any detectable use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being under the influence of an alcoholic beverage; being present on EIASE premises or while performing work for EIASE when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Distribution, consumption, use, possession, or being under the influence of cannabis; being present on EIASE premises or while performing work for EIASE when cannabis use is detectable, regardless of when and/or where the use occurred. This applies to any type of cannabis in any form regardless if the cannabis is illegal cannabis, medical cannabis, or legal recreational cannabis.

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

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

As a condition of employment, each employee shall:

1. Abide by the terms of the Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on EIASE premises or while performing work for EIASE, no later than 5 calendar days after such a conviction.

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

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

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to EIASE employees.
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that EIASE may impose upon employees for violations of this policy.

EIASE ACTION UPON VIOLATION OF POLICY

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

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

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

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS AND COMMERCIAL VEHICLE DRIVERS

EIASE shall adhere to federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers.

This program shall comply with the requirements of the Code of Federal Regulations, Title 49 §382 et seq. The Executive Director or designee shall adopt and enact regulations consistent with the federal regulations, defining the circumstances and procedures for the testing.

PUBLIC INFORMATION PROCESS

The Executive Director is the public relations officer of EIASE. Contacts with the media should be routed through the Executive Director or designee. If a member of the media contacts an employee about a school related issue, the Executive Director should be informed.

RESPONSIBILITIES CONCERNING INTERNAL INFORMATION (5:130)

Joint Agreement employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the Joint Agreement or used by the Joint Agreement or its employees. The Executive Director or designee shall

manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

PERSONNEL RECORDS

Information contained in personnel records will be regarded as privileged, and will be furnished only to persons authorized by the Executive Director. Upon written request, all EIASE Employees may have access to information in their own personnel files, except for confidential employment recommendations. Procedures by which Employees may access and obtain copies of documents in their Employee files are described in the Agreement between EIASE and EIASEA under articles 2.1 and 2.1.1. Access to Employee files requires completion of the EIASE form, "[Personnel Records Request Form](http://staff.eiase.com)." (staff.eiase.com)

Reference:

Article 2.1 & 2.1.1 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

SOLICITATION AND DISTRIBUTION

Employees may not solicit or distribute literature concerning outside events or activities during the employee's working time or the working time of any employee. (Working time does not include lunch periods, work breaks, or any periods in which employees are not on duty). In addition, the posting of written solicitations or literature on EIASE bulletin boards is restricted. These bulletin boards display important information and employees should consult them frequently for: Employee Announcements, Internal Memoranda, Job Openings, Organization Announcements, Payday Notice, Worker's Compensation Insurance information, etc. If employees have a message of interest to the workplace, they may submit it to administration for approval.

REQUISITION PROCEDURE

Materials and supplies may only be purchased by Purchase Orders. (P.O.) A Purchase Order (P.O.) is generated by the Employee member completing an Skyward Purchase Order request and having it approved by his/her Project Director.

The requisition request, having been approved by the Project Director will be forwarded to the EIASE Business Manager. The Business Manager will approve or reject the requisition and a purchase order number will be assigned. A final approval for all requisitions over \$2500 must be approved by the Executive Director, or his designee. The Eastern Illinois Area of Special Education Business Manager will maintain all records pertaining to requisitions and ordering.

- Requisitions must be submitted in a timely manner in order to be processed.
- Must be received in the business office at least 2 weeks prior to being needed.
- Be sure to include the proper budget code on the requisition.
- The timeline for check requests is the same as for requisitions. They must be received in the business office at least 2 weeks prior to being needed.

ACTIVITY FUNDS (4.90)

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

The Executive Director or designee shall be responsible for supervising student activity funds in accordance with Board policy, 4:80, *Accounting and Audits*; State law; and the Illinois State Board of Education rules for student activity funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the authority and responsibilities specific to the treasurer listed in the Illinois State Board of Education rules for school activity funds, except that the treasurer is not authorized to make loans between activity funds.

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

Money from an Activity fund may only be used for the purpose specified for that account. In order to request funds from an activity fund, the requisition must specify the purpose of the purchase, specify the activity fund that is to be used, the purpose of the purchase must match the purpose of the activity fund, and the requisition must be received at least two (2) weeks prior to the funds being needed.

FUNDRAISING (5.140-AP)

EIASE employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, on school grounds without prior approval from the Executive Director.

When applying for approval for fundraising, employees must specify the method and purpose of the fundraiser in addition to the activity fund where the funds will be deposited. When money is raised in a fundraiser:

1. All funds shall be deposited as soon as possible, but never to exceed 1 week.
2. At least 2 people (1 being the building principal) must verify that the funds deposited match the deposit amount.
3. Any discrepancies must be immediately reported to the Executive Director.
4. All funds received must be deposited. Funds received should never be used to make a purchase for the activity without first being deposited. Funds must always be deposited first, then a requisition may be made to use the funds.
5. Cash should always be dealt with by:
 - a. Always give a receipt for any cash donations given.
 - b. Deposit funds as soon as possible (never to exceed 1 week) regardless of the size of the deposit.
 - c. Any funds/cash kept in the building overnight shall always be locked in a safe.
 - d. Cash deposits should always be verified by at least two people (1 being the building principal)

Reference:

5:140 - Solicitations by or From Staff

PUBLICATION OF ARTICLES

Licensed Professional Educators are encouraged to contribute professional articles to local, state and national publications. If, however, the articles purport to express EIASE views, they should be cleared through the Executive Director's office. This procedure allows for a resolution of policy questions and EIASE postures prior to public presentation.

Effective Date: 7/1/2025

ETHICS (5:120)

All Joint Agreement employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. Any employee who sexually harasses a student or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal. The Executive Director or designee shall identify appropriate employee conduct standards and provide them to staff members.

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:

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

ETHICS AND GIFT BAN

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

PROHIBITED INTERESTS, LIMITATION OF AUTHORITY, AND OUTSIDE EMPLOYMENT

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

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the Joint Agreement nor shall an employee act as an agent of any business in any transaction with the Joint Agreement.

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

References:

Ethics and Gift Ban (2:105)

PROHIBITED POLITICAL ACTIVITY

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

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.

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

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

LIMITATIONS ON RECEIVING GIFTS

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

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

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Board member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any:
 - a. Contribution that is lawfully made under the Election Code, or
 - b. Activities associated with a fund-raising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Board members or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or

- prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Board member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board member or employee, and are customarily provided to others in similar circumstances.
 10. Intra-governmental and intergovernmental gifts. "Intra-governmental gift" means any gift given to a Board member or employee from another Board member or employee, and "inter-governmental gift" means any gift given to a Board member or employee by an officer or employee of another governmental entity.
 11. Bequests, inheritances, and other transfers at death.
 12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

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

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

ENFORCEMENT

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

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

DEFINITIONS

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

"Political activity" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

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

“Prohibited source” means any person or entity who:

1. Is seeking official action by:
 - a. A Board member, or
 - b. An employee, or by the Board member or another employee directing that employee;
2. Does business or seeks to do business with:
 - a. A Board member, or
 - b. An employee, or with the Board member or another employee directing that employee;
3. Conducts activities regulated by:
 - a. A Board member, or
 - b. An employee or by the Board member or another employee directing that employee; or
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee.

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

TOBACCO

In keeping with Eastern Illinois Area of Special Education’s intent to provide a safe and healthful work environment and in compliance with the Illinois School Code and Smoke-Free Illinois Act, smoking is **prohibited** in all school buildings, vehicles used for school purposes, and school property. Further, the use of tobacco is prohibited on school property by any employee, student, or other person when such property is being used for any school purposes. “School purposes” include but are not limited to all events or activities or other use of school property that the Board or school officials authorize or permit on school property, including without limitation all interscholastic or extracurricular athletic, academic, or other events sponsored by the Board or in which pupils of EIASE participate. “Tobacco” shall mean cigarette, cigar, or tobacco in any other form, including smokeless tobacco which is any loose, cut, shredded, ground, powdered, compressed or leaf tobacco that is intended to be placed in the mouth without being smoked.

This policy applies equally to all employees and visitors.

PERSONAL TECHNOLOGY AND SOCIAL MEDIA: USAGE AND CONDUCT (5:125)

DEFINITIONS

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

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

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

USAGE AND CONDUCT

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

1. Adhere to the high standards for appropriate school relationships required by policy 5:120, *Ethics and Conduct* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes Joint Agreement employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:120, *Ethics and Conduct*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a Joint Agreement-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or Joint Agreement employees without proper approval. For Joint Agreement employees, proper approval may include implied consent under the circumstances.
5. Refrain from using the Joint Agreement’s logos without permission and follow Board policy 5:170, *Copyright*, and all Joint Agreement copyright compliance procedures.
6. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
7. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students’ viewing of inappropriate Internet materials through the Joint Agreement employee’s personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees’ personal technology and social media.
8. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of the Joint Agreement for any losses, costs, or damages, including reasonable attorney fees, incurred by the Joint Agreement relating to, or arising out of, any violation of this policy.

The Executive Director shall:

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

ACCESS TO ELECTRONIC NETWORKS (6:235)

Electronic networks, including the Internet, are a part of the Joint Agreement's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Executive Director shall develop an implementation plan for this policy and appoint system administrator(s).

The Joint Agreement is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the Joint Agreement will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

CURRICULUM AND APPROPRIATE ONLINE BEHAVIOR

The use of the Joint Agreement's electronic networks shall: (1) be consistent with the curriculum adopted by the Joint Agreement as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Executive Director's implementation plan, use the Internet throughout the curriculum.

The Joint Agreement's electronic network is part of the curriculum and is not a public forum for general use.

ACCEPTABLE USE

All use of the Joint Agreement's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the Joint Agreement's electronic networks or Joint Agreement computers. General rules for behavior and communications apply when using electronic networks. The Joint Agreement's Authorization for Electronic Network Access contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

INTERNET SAFETY

Technology protection measures shall be used on each Joint Agreement computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Executive Director or designee. The Executive Director or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bonafide research or other lawful purpose, provided the person receives prior permission from the Executive Director or system administrator. The Executive Director or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

AUTHORIZATION FOR ELECTRONIC NETWORK ACCESS

Each staff member must sign the Joint Agreement's Authorization for Electronic Network Access as a condition for using the Joint Agreement's electronic network. Each student and his or her parent(s)/guardian(s) must sign the Authorization before being granted unsupervised use.

All users of the Joint Agreement's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

The failure of any student or staff member to follow the terms of the Authorization for Electronic Network Access, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

PERSONAL TECHNOLOGY AND SOCIAL MEDIA: USAGE AND CONDUCT (6:235 - AP1)

All use of electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or legal action.**

TERMS AND CONDITIONS

Acceptable Use - Access to the District's electronic network must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

Privileges - The use of the District's electronic network is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

Unacceptable Use - The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

1. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
2. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
3. Downloading of copyrighted material for other than personal use;

4. Using the network for private financial or commercial gain;
5. Wastefully using resources, such as file space;
6. Hacking or gaining unauthorized access to files, resources, or entities;
7. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
8. Using another user's account or password;
9. Posting material authored or created by another without his/her consent;
10. Posting anonymous messages;
11. Using the network for commercial or private advertising;
12. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
13. Using the network while access privileges are suspended or revoked.

Network Etiquette - The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Be polite. Do not become abusive in messages to others.
2. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
3. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
4. Recognize that email is not private. People who operate the system have access to all email. Messages relating to or in support of illegal activities may be reported to the authorities.
5. Do not use the network in any way that would disrupt its use by other users.
6. Consider all communications and information accessible via the network to be private property.

No Warranties - The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Indemnification - The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

Security - Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

Vandalism - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

Telephone Charges - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

Copyright Web Publishing Rules - Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission.

1. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
2. Students and staff engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of "public domain" documents must be provided.
3. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.
4. The *fair use* rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
5. Student work may only be published if there is written permission from both the parent/guardian and student.

Use of Email - The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides email to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.

1. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an email account is strictly prohibited.
2. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
3. Electronic messages transmitted via the School District's Internet gateway carry with them an identification of the user's Internet *domain*. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
4. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
5. Use of the School District's email system constitutes consent to these regulations.

INTERNET SAFETY

Internet access is limited to only those *acceptable uses* as detailed in these procedures. Internet safety is almost assured if users will not engage in *unacceptable uses*, as detailed in these procedures, and otherwise follow these procedures.

Staff members shall supervise students while students are using District Internet access to ensure that the students abide by the *Terms and Conditions* for Internet access contained in these procedures.

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.

The system administrator and Building Principals shall monitor student Internet access.

References:

- 6.235 (AP1 E2) - Staff Authorization for Electronic Network Access
- 6.235 (AP2) - Web Publishing Guidelines

6.235 (E3) - Online Privacy Statement

USE OF TECHNICAL RESOURCES

Eastern Illinois Area of Special Education maintains photocopiers, facsimile machines, and printers. Utilization of these technical resources is not to be conducted in any way that may be disruptive to Eastern Illinois Area of Special Education operations or in violation of Eastern Illinois Area of Special Education policy or law.

Eastern Illinois Area of Special Education technical resources are provided exclusively to assist in the conduct of EIASE's business; however, occasional use of technical resources for personal purposes is permissible so long as it does not interfere with business or the employee's assigned duties, is not related to outside school business activities, does not conflict EIASE's policy or law, and is approved by the building principal.

Information sent and stored on facsimile machines is the property of Eastern Illinois Area of Special Education. By using EIASE's technical resources, all individuals knowingly and voluntarily consent to their usage being monitored and acknowledge EIASE's right to conduct such monitoring. Individuals should not expect that facsimile transmissions are confidential or private, and should be aware that all types of business records are subject to inspection, review, or disclosure without prior notice for any business purpose or as required by law. In general, these communications are treated no differently than any other business record or correspondence, and may be used in administrative, judicial, or other proceedings.

PERSONAL USE OF COPY MACHINES

Employees may use the EIASE copy machine to make personal copies at a cost of \$.25 each for black and white and \$1.00 each for color copies. Personal copies may be made only when the building/program is present, and only at times when the copying machine is not being used for EIASE business. The building/program secretary will assist Employees in making personal copies only as time allows.

PUBLIC RELATIONS AND TELEPHONE CALLS

It is important that EIASE phones be kept clear for EIASE business. Personal calls are acceptable; however, proper discretion is advised. First impressions are very important and when answering the phone employees shall greet the caller with "Good Morning or Good Afternoon, **Eastern Illinois Area of Special Education**, John/Jane Doe speaking." Employees who answer the phone should do so promptly and in a businesslike manner. Employees will be held responsible for paying for all non-business-related long distance phone calls.

CELLULAR PHONE POLICY

This policy outlines the use of personal cell phones at work, the personal use of EIASE cell phones and the safe use of cell phones by employees. This policy applies to phone calls, text messaging, pictures, etc.

PERSONAL CELLULAR PHONES

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of EIASE phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore encouraged to make personal calls on non-work time where possible and to ensure that friends and family members are aware of EIASE's policy. Flexibility will be provided in circumstances demanding immediate attention.

EIASE will not be liable for the loss of personal cellular phones brought into the workplace.

PERSONAL USE OF EIASE-PROVIDED CELLULAR PHONES

Where job responsibilities or EIASE needs demand immediate access to an employee, EIASE may issue an EIASE cell phone to an employee for EIASE-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, employees will be required to reimburse EIASE for any personal calls on an EIASE issued cell phone. Phone logs will be audited regularly to ensure compliance with this policy.

SAFETY ISSUES FOR CELLULAR PHONE USE

When using cell phones and other portable devices, employees are expected to observe all relevant state and Federal Laws. This would include laws requiring hand-free devices or prohibiting text messaging while driving. Employees are expected to stop driving before conducting business electronically or are expected to use hands-free devices while driving. Company owned electronic devices may be monitored to ensure compliance with the policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

(Violations of this policy will be subject to discipline up to and including termination.)

EIASE TOOLS AND EQUIPMENT

EIASE may supply all equipment, tools, or other items to assist in the performance of duties. All items shall be collected at the end of the workday and returned to their proper location.

EIASE VEHICLES

All employees must get authorization to use EIASE vehicles. When using EIASE vehicles, employees must follow all state and Federal laws. Employees shall pay any tickets in violation of the law. An employee must agree to pre-employment and regular checks of MVR and are required to maintain a good driving record in order to drive EIASE vehicles.

PARKING

All employees shall park on EIASE premises in a designated area. Employees will refrain from parking in designated visitor parking and handicap parking spaces.

DRESS STANDARDS

It has long been held that one of the best methods of instruction is that of setting a good example. Accordingly, EIASE Employees shall strive to set the kind of example for students that will serve them well in their own conduct and behavior, and contribute toward a school atmosphere that is friendly, but has a degree of formality.

In their association with students, parents and faculty of member districts, all school Employees will set examples that are an important part of the educational process. Their manner, dress, courteousness, industry, and attitudes establish models that affect the development of young people and efficacy of EIASE.

It is of paramount importance that the members of the faculty set good examples in conduct, manners, dress, and grooming. Employees are expected to wear appropriate dress for work. This means that clothing and appearance should be in good taste and reflective of the community's perception of our profession.

Effective Date: 7/1/2025

Employees shall follow the norms of the district/building they are working in when considering appropriate attire for work.

Yoga pants, tights, sweat pants, shorts, tank tops, ball caps and flip flops are not professional attire and shall not be worn by EIASE employees while at work. Also, tee shirts are not professional attire. However, departments and programs often purchase tee shirts which promote EIASE or their program/department. Tee shirts may be permissible to wear at work if they have been approved by the department/program supervisor and promote EIASE or EIASE's programs or departments. EIASE Employees shall keep in mind that our primary purpose is to work with students when considering appropriate attire. Employee's clothing shall not be tight, form fitting, or revealing. Employee's clothing shall be free from holes, rips, distress, and fraying.

EXCEPTIONS

Adapted PE and PE teachers working in EIASE programs may wear athletic wear as appropriate. This privilege is not to be abused. Athletic wear should not be tight, form fitting, or revealing. The athletic wear may include shorts provided they are an appropriate length. Athletic wear must be free from holes, rips, distress, and fraying. Due to the nature of different jobs, EIASE administrators may approve exceptions to the dress code as warranted.

SHOES

Due to the nature of the potential physicality of these positions, all Employees working in TLC, LIFE Academy, Adapted PE, and OT/PT departments shall wear shoes with a closed back and closed toe. All other EIASE Employees are strongly encouraged to wear closed back and closed toe shoes to work in order to help prevent potential workplace injury.

JEANS

Due to the nature of the potential physicality of these positions, the wearing of jeans is appropriate only for Employees working in TLC (contained), LIFE Academy and the OT/PT departments while working directly with students. All EIASE employees may wear jeans on Friday when not attending parent conferences, IEP conferences, and other professional meetings or reasons designated by their direct supervisor. Jeans worn in the workplace must be business casual, meaning that the jeans are free from holes, rips, distress, and fraying. In no instance are jeans appropriate for parent conferences, IEP conferences, and other professional meetings.

ENFORCEMENT

Any immediate supervisor may disapprove of an Employee's appearance, and require that it be corrected.

WORKPLACE ACCOMMODATIONS FOR NURSING MOTHERS (5:10-AP)

The Joint Agreement accommodates mothers who choose to continue breastfeeding after returning to work. An employee who is a nursing mother may take reasonable unpaid breaks each day to express breast milk or breastfeed her infant for up to one year after the child's birth. The employee's supervisor shall help the employee arrange a break schedule accommodating the nursing mother while minimizing disruption. The break time must, if possible, run concurrently with any break time already provided to the employee.

Each Building Principal or chief administrator in another Joint Agreement building shall identify a private room or space where, if a request is made, an employee may express milk or breastfeed her infant. The private space must: (1) be in close proximity to the work area and be other than a bathroom, and (2) be free from intrusion from coworkers and the public, and (3) include an electrical outlet for the use of an electric breast pump.

Supervisors should consider ways to accommodate an employee's needs with minimal disruption of the school environment. If possible, supervisors will ensure that employees are aware of these workplace accommodations prior to maternity leave.

SCHEDULES & EMPLOYMENT YEAR (5:300)

Please refer to the following current agreement:

Article 10.1, 10.2, & 10.5 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

The Executive Director shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or Joint Agreement needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Executive Director's approval is required to establish a flexible work schedule or job-sharing.

SNOW/EMERGENCY PROCEDURES

For snow/emergency day procedures see <https://staff.eiase.com/snow-emergency-closing>

COMMUNICABLE AND CHRONIC INFECTIOUS DISEASE (5:40)

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

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

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

BLOOD BORNE PATHOGENS (4.160)

EIASE recognizes the potential risk its staff has to accidental occupational exposure to blood borne pathogens and desires to educate and protect employees to minimize the possibility of exposure. The Blood

borne Pathogens Exposure Control Plan contains specific information regarding EIASE's policies and procedures.

All employees of EIASE are instructed as to the correct handling of body fluids and tissue. All positions in EIASE have been categorized into classifications to determine the likelihood of occupational exposure to blood, body fluids or tissue from other people. Category I employees hold positions in which required tasks routinely involve a potential for that exposure. These employees and all others who are involved in an exposure incident are entitled to receive vaccinations for Hepatitis B at EIASE's expense. Category I employees receive a handbook and appropriate cleanup materials to properly handle incidents.

Reference:

4.160(AP2) - Blood borne Pathogens Exposure Control Plan

ADMINISTERING MEDICINES TO STUDENTS (7:270)

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the Joint Agreement's procedures on dispensing medication.

No Joint Agreement employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed "School Medication Authorization Form" is submitted by the student's parent/guardian. No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

A student may possess an epinephrine auto-injector (EpiPen®) and/or medication prescribed for asthma for immediate use at the student's discretion, provided the student's parent/guardian has completed and signed a "School Medication Authorization Form." The Joint Agreement shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication or epinephrine auto-injector or the storage of any medication by school personnel. A student's parent/guardian must indemnify and hold harmless the Joint Agreement and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine auto-injector and/or medication, or the storage of any medication by school personnel.

Joint Agreement Supply of Epinephrine Auto-Injectors

The Executive Director or designee shall implement Section 22-30(f) of the School Code and maintain a supply of epinephrine auto-injectors in the name of the Joint Agreement and provide or administer them as necessary according to State law. This section of the policy is void whenever the Executive Director or designee is, for whatever reason, unable to: (1) obtain for the Joint Agreement a prescription for school epinephrine auto-injectors and a standing protocol from a physician licensed to practice medicine in all its branches, or (2) fill the Joint Agreement's prescription for school epinephrine auto-injectors.

Upon implementation of this subsection and Section 22-30(f) of the School Code, the protections from liability and hold harmless provisions as explained in Section 22-30(c) of the School Code apply.

No one, including without limitation parents/guardians of students, should rely on the Joint Agreement for the availability of an epinephrine auto-injector. This policy does not guarantee the availability of an epinephrine auto-injector; students and their parents/guardians should consult their own physician regarding this medication.

References:

7.270 (AP1) - Dispensing Medication

7.270 (AP2) - Checklist for District Supply of Epinephrine Auto-Injectors

7.270 (E) - School Medication Authorization Form

CARE OF STUDENTS WITH DIABETES (6.120-AP4)

EIASE will address the needs of students with diabetes who attend its schools/programs. EIASE will not deny a student access to any school or school related activities on the basis that a student has diabetes and will not restrict the assignment of a student with diabetes to a particular school on the basis that the school does not have a full time nurse.

Employees who work in a building/classroom where a student with diabetes is attending must annually receive training on the basics of diabetes care, including how to identify when a student with diabetes needs immediate or medical attention, and to whom to contact in the case of an emergency.

Should an employee be designated by administration as a “delegated care aide” to implement the Diabetes Care Plan, the “delegated care aide” will receive training from an authorized physician, nurse practitioner, and/or physician’s assistant. Additionally training will be given as changes are made to the Diabetes Care Plan.

VISITORS TO AND CONDUCT ON SCHOOL PROPERTY (8:30)

The following definitions apply to this policy:

School property - School buildings and grounds, all Joint Agreement buildings and grounds, vehicles used for school purposes, and any location used for a Joint Agreement Boards meeting, school athletic event, or other school-sponsored event.

Visitor - Any person other than an enrolled student or Joint Agreement employee.

All visitors to school property are required to report to the Building Principal’s office and receive permission to remain on school property. All visitors must sign a visitors’ log, show identification if requested, and wear a visitor’s badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents and friends are invited onto school property, visitors are not required to sign in but must follow school officials’ instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member by telephone or email to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher’s conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student’s special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Executive Director or designee.

The Joint Agreement expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall:

1. Strike, injure, threaten, harass, or intimidate a staff member, a Board member, sports official or coach, or any other person;
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language;
3. Possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device;
4. Damage or threaten to damage another's property;
5. Damage or deface school property;
6. Violate any Illinois law, or town or county ordinance;
7. Smoke or otherwise use tobacco products;
8. Consume, possess, distribute, or be under the influence of alcoholic beverages or illegal drugs;
9. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner);
10. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board;
11. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized Joint Agreement employee's directive;
12. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding;
13. Violate other Joint Agreement policies or regulations, or a directive from an authorized security officer or Joint Agreement employee; or
14. Engage in any conduct that interferes with, disrupts, or adversely affects the Joint Agreement or a School function.

Convicted Child Sex Offender

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

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

In all cases, the Executive Director, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from school property. The person is also subject to being denied admission to school events or meetings for up to one calendar year.

Procedures to Deny Future Admission to School Events or Meetings

Before any person may be denied admission to school events or meetings as provided in this policy, the person has a right to a hearing before the Executive Board. The Executive Director may refuse the person admission pending such hearing. The Executive Director or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

References:

6.120 (AP2) - Access to Classrooms and Personnel

6.120 (AP2 - E1) - Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes

8.30 (E) - Access to Regular Education Classrooms and Personnel

PETTY CASH (4.80-AP2)

Petty Cash Funds may be established in each attendance center and in the EIASE Administrative office in such instances as they will expedite the purchase of minor items and/or provide immediate payment for minor services.

1. Petty Cash funds will not be used to circumvent established policy on purchasing authority.
2. Petty Cash should never be used for something that can be purchased through the requisition process.
3. Administrators should discuss with staff at the beginning of each year the parameters of what they will allow Petty Cash to be used for.
4. Employees shall obtain supervisor permission to use Petty Cash in advance of a purchase. Reimbursement shall be denied to any employee who requests Petty Cash reimbursement without prior approval of the purchase.
5. Each department/program which utilizes petty cash shall establish a Petty Cash custodian.
6. Petty Cash shall be returned to the EIASE central office at the end of each school year for auditing purposes and may be picked up when Principals and secretaries return to work for the subsequent school year.

Petty Cash Custodian

The following are procedures for reimbursing employees for Petty Cash purchases.

1. Employees shall complete the Petty Cash Request form and tape the receipt to the back of the form.
2. The Petty Cash custodian shall verify that the purchase had prior approval.
3. The Petty Cash custodian shall verify that the receipt is taped to the back of the form.
4. The Petty Cash custodian shall pay the employee out of their Petty Cash funds for the amount of the item.
 - a. The Petty Cash custodian shall not reimburse the employee on any tax paid. Petty cash cannot be used to pay for sales tax.
 - b. DO NOT PAY IF THERE IS NO RECEIPT.
5. Petty Cash deadlines must be strictly adhered to. Please see Business Office Calendar
6. The Petty Cash Custodian must turn in all Petty Cash Request Forms (with receipts) along with completed Petty Cash Report for each month regardless of the amount of Petty Cash spent in the month.
7. The only time that a Petty Cash custodian will not send in Petty Cash information to the business office on the due date is if the building/program did not use Petty Cash in the previous month.

Effective Date: 7/1/2025

Employment Status

TEACHER QUALIFICATIONS (5:190)

A teacher, as the term is used in this policy, refers to an EIASE employee who is required to be licensed under State law. The following qualifications apply:

1. Each teacher must:
 - a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
 - b. Provide the Joint Agreement Office with a complete official transcript of credits earned in institutions of higher education.
 - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Joint Agreement Office with an official transcript of any credits earned since the date the last transcript was filed.
 - d. Notify the Executive Director of any change in the teacher's transcript.
2. All teachers with primary responsibility for instructing students in the core academic subject areas (science, the arts, reading or language arts, English, history, civics and government, economics, geography, foreign language, and mathematics) must be highly qualified for those assignments as determined by State and federal law.

The Executive Director or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed and highly qualified for their assignments;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I funds are notified: (a) of their right to request their students' classroom teachers' professional qualifications, and (b) whenever their child is assigned to, or has been taught for 4 or more consecutive weeks by, a teacher who is not highly qualified.

DUTIES & QUALIFICATIONS (5:280)

All support staff: (1) must meet qualifications specified in job descriptions, (2) must be able to perform the essential tasks listed and/or assigned, and (3) are subject to Board policies as they may be changed from time to time at the Board's sole discretion.

PARAPROFESSIONALS

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals, and the requirements in this section do not apply. In addition, individuals completing their clinical experiences and/or student teaching do not need to comply with this section, provided their service otherwise complies with ISBE rules.

Effective Date: 7/1/2025

NON CERTIFICATED AND UNLICENSED PERSONNEL WORKING WITH STUDENTS AND PERFORMING NON-INSTRUCTIONAL DUTIES

Non Certified and unlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio) detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a non certificated person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT (5:35)

Please refer to the following current agreement:

10.1 & 10.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

JOB CLASSIFICATIONS

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

WORKWEEK AND COMPENSATION

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

OVERTIME

A non-exempt employee shall not work overtime without his or her supervisor's express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Executive Director or designee's written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked. Accurate and complete submission (timesheets, AERO) of actual hours worked during the workweek shall be signed/entered by each employee and submitted to the administrator. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Executive Director.

SUSPENSION WITHOUT PAY

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

without pay in accordance with Board policy 5:290, *Educational Support Personnel - Employment Termination and Suspensions*.

IMPLEMENTATION

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

EMPLOYMENT TERMINATION AND SUSPENSIONS (5:290)

Retirement

Please refer to the following current agreement:

Article 11.4 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

NON-RIF DISMISSAL

The Joint Agreement may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Executive Director is responsible for making dismissal recommendations to the Executive Board consistent with the Board's goal of having a highly qualified, high performing staff.

REDUCTION IN FORCE AND RECALL

Please refer to the following current agreement:

Article 6.1.4 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

The Board may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

FINAL PAYCHECK

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular

payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

SUSPENSION

Except as provided below, the Executive Director is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Executive Director's judgment, the employee's presence is detrimental to the Joint Agreement. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the Joint Agreement all compensation and the value of all benefits received by the employee during the suspension. The Executive Director will notify the employee of this requirement when the employee is suspended.

REPORTING ABSENCES & ATTENDANCE

To maintain a productive work environment, EIASE expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on EIASE. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they are required to notify their supervisor as soon as possible before they are scheduled to work.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including discharge. Absence of three working days without reporting will be considered a voluntary resignation.

EMPLOYMENT RECORD/EMPLOYEE STATUS CHANGES

Any changes in name, address, phone numbers, marital status, and persons to be contacted in case of an emergency must be turned into the Unit Office as soon as possible in order to keep your records current.

Compensation Policies

SALARY/WAGE

Initial Placement

Each EIASE Employee will be assigned to the proper step on the appropriate salary schedule. Assignment to salary schedules are made with regard to the policies of the Executive Board. Initial placement on the salary schedule is subject to a salary schedule entrance level process in which each placement will be reviewed by the immediate supervisor, verified by the prospective Employee, and approved by the Executive Director, and Assistant Director.

Step Advancement on Salary/Wage Schedule

Employees must work at least 120 full days (900 hours) in a school year in order to advance a step on the salary or wage schedule. Employees who work less than 120 full days (900 hours) in a school year will not advance to the next step on the salary or wage schedule.

Lane Advancement on Salary/Wage Schedule

Eastern Illinois Area of Special Education Employees may advance on the salary schedule by completing additional coursework. Employees who may want a graduate course or workshop credit to be applied on the salary schedule must receive administrative approval prior to the course being taken. The Employee must complete the proper form ("**Request for Approval of College Courses for Salary Schedule Credit and Tuition Reimbursement**") and submit it to the Assistant Director for approval.

Credit on the salary schedule will be granted the following school year upon proof of successful completion of approved coursework. The Employee must complete the proper form ("**Request for Movement on the Salary Schedule**"). Proof of coursework completion must be submitted by September 30th of the year in which credit is to be applied.

References:

- 5.30-AP8 - Teaching Positions
- 5.30-AP9 - School Social Worker
- 5.30-AP10 - School Psychologist
- 5.30-AP11 - School Counselor
- 5.30-AP12 - Speech Language Pathologist (non-teaching)
- 5.30-AP13 - School Nurse
- 5.30-AP14 - Speech Language Pathologist (teaching)
- 5.30-AP15 - Licensed Practical Nurse
- 5.30-AP16 - Paraprofessional
- 5.30-AP17 - Sign Language Interpreter
- 5.30-AP18 - Audiologist
- 5.30-AP19 - Orientation and Mobility Specialist
- 5.30-AP20 - Physical Therapist
- 5.30-AP21 - Occupational Therapist

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5.30-AP22 - Physical Therapist Assistant
5.30-AP23 - Occupational Therapist Assistant

PAYROLL PERIOD/TIME CARDS/PAY DAY

EIASE runs payroll twice a month - on the 15th and last day of the month. Each pay summary will include earnings for all work performed through the end of the previous payroll period.

We provide direct deposit for all employees to simplify payroll processing. Employee's payroll earnings will be deposited directly into their checking or savings account as designated on the payroll deduction authorization form and acknowledged on the payroll record. Please note that EIASE deposits payroll earnings to our main bank, which is subsequently deposited to employees' individual banks based on the schedule for posting at each local banking facility.

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including discharge. Both the administrator/supervisor and the employee can be held responsible for any of these dishonest actions, which may result in criminal prosecution. All non-exempt employees shall ensure accurate reporting of hours worked and shall sign completed time records.

The building administrator/supervisor will review and then sign (approve) the time record before submitting it to payroll for processing. In addition, if the employee makes corrections or modifications to the time record, the administrator/supervisor must verify the accuracy of the changes by signing the time record or approving in AERO. Time is calculated by using a fifteen-minute interval for determining "hours worked" and recording of time worked by all non-exempt employees.

MEAL & BREAK PERIODS (5:300)

Meal Break

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first 5 hours of the employee's workday. No Employee shall be compelled by the administration to forfeit duty free lunch. However, the Executive Director and/or an administrator may request that an Employee have a "working lunch" which is defined as an activity such as eating with students for the purpose of supervision or hands-on care of students. If the Employee accepts this assignment he/she will be required to sign an "Individual Waiver - Duty Free Lunch Period" form.

Nursing Mothers

The Joint Agreement accommodates employees who are nursing mothers according to State and federal law.

Other

Employees are not entitled to additional breaks throughout the work day. However building principals may allow employees to take one break, which may be used for smoking, during the work day. Breaks may be allowed provided they meet the following conditions:

1. cannot interfere or hinder normal classroom/school operations.
2. cannot exceed 10 minutes of time away from work duties.
3. may be set for a scheduled time in order to minimize the impact on students/classroom/school.
4. cannot be taken during a student/building crisis, during student arrival or dismissal times, during a "working lunch" period, or during a building, staff, or professional development meeting.

EXPENSES (5:60)

Please refer to the following current agreement:

Article 10.3 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

The Joint Agreement shall reimburse employees for expenses necessary for the performance of their duties, provided the expenses have been approved by the Executive Director or designee. If the anticipated expense amount exceeds budgeted amounts, prior Board approval is required.

Employees must submit to the Executive Director an itemized, signed voucher showing the amount of actual expenses, attaching receipts to the voucher if possible. Expense vouchers shall be presented to the Board in its regular bill process.

TRAVEL REIMBURSEMENT (5:60 - AP2)

The information below will serve to help clarify EIASE's stated position concerning what constitutes "business miles" for the purpose of mileage reimbursement.

The general premises surrounding business miles are:

1. The Central Office located at 5837 Park Drive, Charleston, IL is the hub of service. It is here that offices are maintained for its employees as well as support services of word processing, secretaries, etc. And, employees are expected to be here to perform routine office business and to enhance inter/intra department communications.
2. Employees who are required to travel from and return to Central for the purposes of performing "student services" in EIASE member districts are reimbursed a mileage expense. Employees who live outside of Central and provide student services in member districts may also be reimbursed for "business miles" under specific instances as described below.
3. Employees commute to and from Central from and to their personal residence. Commuting expenses are not reimbursed.

EIASE's administrative procedure has been since August 20, 1979 and continues to be to count business miles as the closest distance from either the Central Office, the employee's home, or EIASE border (if one lives outside the EIASE catchment area) to the first "student service" contact -- and the return distance is from the last "student service" contact to the Central Office, employee's home, or EIASE borderline whichever is closest.

"Student services" are generally defined but not limited to the employee providing diagnostic procedures, direct student therapy, student observations, parent conferences, consultation with school administrators, consultation with teacher assistance teams, participating in multidisciplinary staffings and activities relating to case study evaluation procedures. The above activities would generally take at least one hour or more to perform. "Stopping by" the district office to pick up referrals (which could be mailed) or to pick up messages (which could be done by phone) while in route to the Central Office, is not considered "student services". Traveling to the Central Office to perform paperwork, office routines, meet with other EIASE personnel, etc., and traveling home from

Central, having completed these activities, is not considered student services for the purposes of mileage reimbursement. Rather, this would be considered coming to work as a TLC teacher would commute to Central, or a DDC teacher would commute to Mattoon, or an administrator would commute to Central.

Personnel who live outside the boundaries of the EIASE member district area and provide student services in the EIASE member districts will always commute to and from the EIASE boundary line. A highway point on the borderline, which is closest to their assigned area of service, will be designated as that point for calculating mileage. From that point, the provider must determine which is the closest distance to the first "student service" contact point from either the Central office or borderline; the closest point will be reimbursed.

Example A

(A) lives in Decatur. On Monday, Tuesday, and Thursday, (A) provides student services to Sullivan and Findlay. (A) will commute on Route #121 from (A's) home in Decatur to the EIASE border. From the border (A) will count the shortest distance from either the EIASE Central office to Sullivan (17 miles) or the border to Sullivan (12 miles). In this case the shortest distance is from the border to Sullivan. (A) will then count mileage from Sullivan to Findlay. At the end of the day of student services, (A) will count mileage, via Route 128, from Findlay to the border (8 miles) which is shorter than from Findlay to Central (27 miles). (A) will then commute from the border to Decatur.

On Wednesday morning (A) provides student services for Lovington. (A) will count mileage from the border, via Route 36, to Lovington. Having completed those student services, (A) travels to Central to complete office routine work and may count mileage from Lovington to Mattoon. At the end of the day (A) commutes to Decatur and no reimbursement is given.

On Friday (A) comes directly to the Central office to do office routine work and meet with other departments. At the end of the day (A) goes home. These trips are considered commuting to and from work and are not reimbursed. These provisions are those generally allowed by the Internal Revenue Services.

Example B

(B) lives in Beecher City and provides services to Beecher City, Neoga, Effingham and Teutopolis. On Monday, Tuesday and Wednesday (B) provides student services to Effingham (a.m.) and Teutopolis (p.m.). (B) travels 15 miles to Effingham and counts those miles as business because it is closer than from EIASE Central Office to Effingham. (B) is then paid to travel to Teutopolis and finishes the day there. (B) then counts business miles from Teutopolis back to Beecher City (19 miles) as this is closer than Teutopolis to EIASE Central Office.

On Thursday (B) provides student services in Neoga. The closest distance is from Central to Neoga (13 miles) rather than from Beecher City to Neoga (22 miles); therefore, 13 miles is the business miles allowed. That afternoon (B) travels to Central from Neoga to perform report work; therefore, counting 13 miles again. At the end of the day (B) commutes home to Beecher City and no reimbursement is given. Even though (B) also serves Beecher City (B's) residence, Beecher City is not considered an EIASE office.

On Friday morning (B) attends a staffing in Effingham and meets with the principal regarding a consultant referral; this takes more than one hour and student services were provided; therefore, (B) is allowed business miles from Beecher City to Effingham. (B) then travels from Effingham to Central to perform office routine and attend staff meetings, and; therefore receives reimbursement

for 30 business miles. At the end of the day (B) commutes back to Beecher City and no reimbursement is given.

On another day, (B) provides student service to Teutopolis and counts the closest distance (19 miles) from Beecher City. (B) spends two hours at Teutopolis and then comes to Central to participate in a TLC staffing with the principal from Teutopolis; (B) is reimbursed this expense. (B) then goes back to Teutopolis with the principal and participates in a staffing and meets with parents which takes more than one hour. Therefore, (B) meets the student service criteria and is allowed business miles from Central to Teutopolis. At the end of the day (B), having completed student services, travels back to Beecher City and counts that as business miles as it's closer than traveling to Mattoon.

Example C

(C) lives in Mattoon and services Oakland and Kansas. (C) provides student services for these districts Monday, Tuesday, and Wednesday and performs office work on Thursdays and Fridays. (C) commutes to Central each day and is allowed business miles for travel to and from Central to Oakland and Kansas three days a week.

All requests for daily mileage reimbursement required by job description shall be submitted through AERO. Travel distances shall be calculated using Google Maps or a similar computerized system utilized by AERO. Travel will be reimbursed at the rate specified in the EIASE Collective Bargaining Agreement.

Benefits

SICK DAYS, VACATION, HOLIDAYS AND LEAVES (5:330)

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

Vacation days must be used in accordance with EIASE Administrative Procedure 5:330 (AP). EIASE 12 month classified employees shall accrue vacation days throughout the work year. Vacation days shall be earned according to the EIASE Contract. Hourly ESP Employees may accumulate a maximum of 20 vacation days at any time before the Employee must begin using vacation days. During the year in which an employee intends to retire, the employee must use all vacation time by the end of their term of employment (typically June 30). Vacation time which was earned during the final year will be paid to the employee calculated by their per-diem by July 30 following their date of retirement.

Sick and Bereavement Leave, Holidays, Personal Leave, Leaves of Absence Without Pay, Leaves for Service in the Military, School Visitation Leave; IMRF Service Credit Plan

Please refer to the following current agreement:

Article 9 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

Sick and bereavement leave, holidays, personal leave, leaves of absence without pay, leaves for service in the military, and school visitation leave shall be provided in accordance with the terms of the collective bargaining agreement.

SICK LEAVE LOAN

The Sick Leave Loan is an emergency type procedure intended to supplement personal accumulated sick days. It is a "bridge" between regular sick leave and other disability (TRS or IMRF) programs. For a more detailed explanation regarding the administration, membership, and eligibility procedures for the Sick Leave Loan please refer to Article 9.1.3 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

ASSOCIATION LEAVE

Please refer to the following current agreement:

Article 3.4 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

VACATION

Please refer to the following current agreement:

Article 10.8 & 10.9 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

Twelve-month employees shall be eligible for paid vacation days in accordance with the terms of the collective bargaining agreement.

LEAVE OF ABSENCE WITHOUT PAY

Please refer to the following current agreement:

Article 9.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

SHORT TERM UNPAID LEAVE

Please refer to the following current agreement:

Article 9.2.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

Short Term Unpaid Leave days must be taken in full day increments.

PAID LEAVE/EDUCATIONAL ORGANIZATIONS & COMMITTEES

Licensed Professional Educator Employees, elected or otherwise selected, to serve on a state or national educational task force or committee may request leave time to attend related meetings without loss of pay or professional leave days. Such leave will only be granted regarding committees, task forces, or organizations that have been pre-approved by the EIASE Board. No Employee shall be granted more than (3) three such leave days per year (Use EIASE Form, "Request to Attend Professional Meeting").

Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

OTHER LEAVES

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the General Assembly.
2. Leaves for Victims of Domestic or Sexual Violence.
3. Leave to serve as an election judge.

Sick, Bereavement, Personal, Vacation, and Sick days may be requested in quarter day increments according to the following formula:

The following is the list of actual hours worked				
	¼ Day	½ Day	¾ Day	Full Day
	(Between)	(Between)	(Between)	(Between)

8 Hour Employee	0 2 Hrs.	2 Hrs. 1 Min. 4 Hrs.	4 Hrs. 1 Min. 6 Hrs.	6 Hrs. 1 Min. 8 Hrs.
7 ½ Hour Employee	0 1 Hr. 52 Min.	1 Hr. 53 Min. 3 Hrs. 45 Min.	3 Hrs. 46 Min. 5 Hrs. 37 Min.	5 Hrs. 38 Min. 7 Hrs. 30 Min.
7 Hour Employee	0 1 Hr. 45 Min.	1 Hr. 46 Min. 3 Hrs. 30 Min.	3 Hrs. 31 Min. 5 Hrs. 15 Min.	5 Hrs. 16 Min. 7 Hrs.
6 Hour Employee	0 1 Hr. 30 Min.	1 Hr. 31 Min. 3 Hrs.	3 Hrs. 1 Min. 4 Hrs. 30 Min.	4 Hrs. 16 Min. 6 Hrs.
5 Hour Employee	0 1 Hr. 15 Min.	1 Hr. 16 Min. 2 Hrs. 30 Min.	2 Hrs. 31 Min. 3 Hrs. 45 Min.	3 Hrs. 46 Min. 5 Hrs.

RELIGIOUS HOLIDAYS (5:70)

The Executive Director shall grant an employee's request for time off to observe a religious holiday if the employee gives at least 5 days prior notice and the absence does not cause an undue hardship.

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

HEALTH INSURANCE

Please refer to the following current agreement:

Article 11.1 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

EIASE provides a group health insurance plan for all eligible full-time employees. EIASE may pay a portion of health insurance premiums for each eligible full-time employee. Employees may purchase dependent coverage at an additional cost. **See official plan documents for complete details.**

LIFE INSURANCE

Please refer to the following current agreement:

Article 11.1 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

EIASE may provide Life Insurance for eligible full-time employees. **See official plan documents for complete details.**

DENTAL INSURANCE

Please refer to the following current agreement:

Article 11.1 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

EIASE provides a group dental insurance plan for all eligible full-time employees. EIASE may pay a portion of dental insurance premiums for each eligible full-time employee. Employees may purchase dependent coverage at an additional cost. **See official plan documents or Insurance administrator for complete details.**

RETIREMENT

Please refer to the following current agreement:

Article 11.3 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

We provide a retirement plan for all eligible full-time employees. **Please see Summary Plan Description for details.**

ILLINOIS MUNICIPAL RETIREMENT FUND

Please refer to the following current agreement:

Article 11.3.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

Employees who are expected to work 600 or more hours per year must contribute to the Illinois Municipal Retirement Fund ("IMRF"). These employees are considered participating members of the IMRF and will have the appropriate deductions made from their salary. EIASE will contribute the amount designated by the IMRF in the name of the employee. Employees who are expected to work less than 600 hours per year are considered nonparticipating members of the Fund.

ANCILLARY INSURANCE COVERAGE

Employees interested in disability, cancer, critical care, or intensive care insurance may purchase this on their own, running the premiums through our payroll deduction program. EIASE offers this as an administrative service only to the employee. Inquiries relating to any ancillary insurance should be directed to the insurance agent (i.e. AFLAC, American Fidelity). EIASE makes no representations with respect to any ancillary insurance coverage and any administrative assistance provided shall not be construed as endorsing such insurance coverage. For more information, please contact the office.

COBRA INSURANCE

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their dependents (qualified beneficiaries) the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child who no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage of the group rates plus administration fee.

We provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

It is the employee's responsibility to inform the Plan Administrator of the following events for eligibility purposes:

- The participant becomes entitled to Medicare benefits
- The participant and spouse become divorced
- The participant and spouse become legally separated
- A participant's child ceases to be a dependent under the plan

FLEXIBLE SPENDING ACCOUNTS (SECTION 125)

Please refer to the following current agreement:

Article 11.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

Employees can save tax dollars by enrolling in this multi-option plan. This account allows employees to withhold pre-tax dollars from their paycheck to pay:

1. Group Health Insurance Premiums
2. Medical Reimbursement, including dental and optical expenses, out-of-pocket expenses such as meeting deductibles, etc.
3. Child or dependent care expenses
4. Premiums for any qualified individual ancillary insurance (disability coverage may not be deducted pretax) you may have purchased.

The benefits eligibility date must have been reached for this benefit to become effective. Elections may only be changed during the annual election period, which is from November to December of each year. Allowable expenses include only those that were incurred during the plan year. Expenses may be submitted up to 60 days following the end of the plan year. Contributions not used will be forfeited in accordance with federal law.

Credit Union

Savings and loan privileges are provided to the Employees by the Area Educational Credit Union. All Employees are eligible for membership in the Credit Union. Details are available from the credit union located at 812 Charleston Avenue, Mattoon, Illinois, or by calling 217-234-7817.

Tuition Reimbursement

Please refer to the following current agreement:

Article 11.6 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

5.100 (AP2) - TUITION REIMBURSEMENT

Tuition reimbursement is available to Licensed Professional Educators and ESP employees. The EIASE FORM: Request for Approval of College Courses for Salary Schedule Credit and Tuition Reimbursement must be completed and approved. Employees may apply during the following open sign-up periods. Spring Semester will be open October 15 of each year and will close on January 15 of that year. Summer Semester will be open March 1 of each year and will close on May 15 of that year. Fall Semester will be open during the preceding March 1 through August 15. Once approved and the course(s) is/are completed, it is the employee's responsibility to submit necessary paperwork (transcripts, receipts of payment, and tuition per credit hour costs). These are on a first come first serve basis.

Application must be made in the months immediately prior to the semester the classes are to be taken.

Example:

Classes Taken During this Semester	First Day to Apply	Last Day to Apply
Spring, 2026	October 15, 2025	January 15, 2026
Summer, 2026	March 1, 2026	May 15, 2026
Fall, 2025	March 1, 2025	August 15, 2025

FIRST COME FIRST SERVE & DECISIONS:

Only complete applications will be considered for approval. Complete applications and necessary paperwork for reimbursement will be date stamped upon receipt in the Assistant Director of Itinerant and Related Service's office. Incomplete applications and necessary paperwork for reimbursement will not be considered for approval and will be returned to the employee for completion.

Exceptions to the application deadlines may only be made if an employee has circumstances beyond their control such as an incomplete application due to waiting for course approval from a university. Employees unable to meet the deadlines due to circumstances beyond their control are encouraged to contact the Assistant Director of Itinerant and Related Services during the regular application period to explain their circumstances. Administration shall have final decision making authority regarding requests to extend a deadline. These decisions will be made by the Assistant Director of Itinerant and Related Services and will not be subject to appeal or the grievance language of the contract. No exceptions to the aforementioned deadlines shall be approved if the employee submits their application or makes first contact with the Assistant Director of Itinerant and Related Services to request an extension after the application deadline has passed.

PROFESSIONAL DEVELOPMENT

Please refer to the following current agreement in CBA 9.3 and 5:100 - AP3:

9.3 LEAVE FOR PROFESSIONAL MEETINGS**Establishing Funds for Professional Development**

The Employer shall establish a budget line item for registration fees, per diem rates, travel and mileage expenses for use by Licensed Professional Employees and Non-academic Professional Employees for professional development. Each year the Employer shall contribute \$250.00 annually, exclusive of grant funded training, into said budget line item per each Licensed Professional Employee and Non-academic Professional as of May 1 of the previous year. Requests for professional development expenditures shall be

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paid from this budget line item on a first-come first-served basis and approval shall not be unreasonably denied so long as funds remain in this fund account. No individual Licensed Professional Employee or Non-academic Professional Employee may be reimbursed for expenses under this paragraph exceeding \$800 per year. This provision does not increase or decrease applicable per diem, travel and mileage expense rates. No professional development funds paid from this line item can be applied for within EIASE more than twelve (12) weeks in advance of the event.

Requesting Approval

Upon written application to and approval by the Executive Director or his/her designee, Licensed Professional Educator and Non-academic Professional Employees may be granted professional leave without loss of pay.

Employees shall be reimbursed for approved expenses incurred while on professional leave. Approval of expenses rests with the Executive Director or his/her designee.

Recognized expenses shall include mileage, meals, lodging, travel, parking registration fees, and other approved expenses as allowed by law. All in-state requests for professional leave must be received in the central office at least two (2) weeks in advance of said leave. All out-of-state requests for professional leave must be received in the central office at least three (3) weeks in advance of said leave. Registration fees will be paid in advance by EIASE only when a purchase order registration option is available and only when the timelines as previously stated are met.

Per Diem rates for meals will be established by the Board after consultation with the Association at the beginning of each school year. Mileage reimbursement rates will follow Section 10.3.1

Reimbursement Process

In order to receive reimbursement for approved expenses, Employees must submit a complete request for reimbursement using EIASE's approved reimbursement form within fourteen (14) calendar days following the event for which they are requesting reimbursement. A complete request is defined as including all information required on the reimbursement form and delivered to the office or individual designated on the reimbursement form within the specified timeline.

EIASE will not pay any claims that are submitted past the deadline or honor incomplete claims. All unclaimed funds shall be returned to the Professional Development Fund.

Subscriptions & Webinars

Licensed Professional Educators and Non-academic Professional Employees may utilize webinar or subscription based professional development services for continuing education. The terms and restrictions of 9.3.1., 9.3.2, and 9.3.3 shall also apply to this section.

Professional Activity Days

Each Licensed Professional Employee and Non-Academic Employee may use no more than five (5) days for professional leave to attend a conference and/or participate in a professional activity which does not require using any other kind of leave. From time to time, an EIASE Employee may be assigned by the Director to attend a conference or workshop that the Director feels will benefit EIASE. Such attendance will be required. (Use EIASE Form. "Request to Attend Professional Meeting")

COURT DUTY (5:80)

Please refer to the following current agreement:

Article 9.4.1 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA)

For employees not covered by this agreement:

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

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

An employee should give at least 5 days' prior notice of pending court duty to the Joint Agreement.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Any employee whose absence from employment is necessitated by reason of service in the uniformed services will be granted an unpaid leave of absence and will have the right to be reemployed if he or she:

- Ensures that EIASE receives advance written or verbal notice of his or her service;
- Has five years or less of cumulative service in the uniformed services while with EIASE;
- Returns to work or applies for reemployment in a timely manner after conclusion of service; and
- Has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Upon the expiration of such a leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay; unless, circumstances of EIASE have so changed as to make it impossible or unreasonable to do so.

PERFORMANCE EVALUATION

Please refer to the following current agreement:

Article 5.1 & 5.2 of the Agreement between Eastern Illinois Area of Special Education (EIASE) and Eastern Illinois Area of Special Education Association/IEA/NEA (EIASEA).

Employee Position	Frequency	Criteria
"Tenured" PELs	<p>Excellent/Proficient</p> <ul style="list-style-type: none"> • 1 formal/1 informal prior to May 1 once every 3 years after receipt of rating • 1 informal observation during non-evaluation years <p>Needs Improvement/Unsatisfactory</p> <ul style="list-style-type: none"> • 2 formal/1 informal prior to May 1 until receives rating of Excellent or Proficient 	Teacher Evaluation

	<ul style="list-style-type: none"> Unsatisfactory rating will result in need for a remediation plan 	
"Non-Tenured" PELs	<ul style="list-style-type: none"> 2 formal/1 informal prior to March 1 per year for four years or until granted "tenure" 	Teacher Evaluation
ESPs	Annually during the first 4 years of employment. Thereafter, educational support personnel employees with "excellent" or "proficient" evaluation ratings shall be evaluated once every three (3) school years. Educational support personnel employees with "need improvement" or "unsatisfactory" evaluation ratings shall continue to be evaluated once each year.	ESP Evaluation
Rehab	Annually during the first 4 years of employment. Thereafter, educational support personnel employees with "excellent" or "proficient" evaluation ratings shall be evaluated once every three (3) school years. Educational support personnel employees with "need improvement" or "unsatisfactory" evaluation ratings shall continue to be evaluated once each year.	Rehab Evaluation

For employees not covered by this agreement:

The Executive Director is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Governing Board policies as well as in compliance with state law and any applicable collective bargaining agreement. The standards for the evaluation program shall include, but not be limited to:

The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.

The employee shall receive a copy of the evaluation once completed.

All evaluations shall comply with state and federal law and any applicable collective bargaining agreement.

For the full evaluation process, please see the [Teacher Evaluation Plan](#) (staff.eiase.com)

FAMILY AND MEDICAL LEAVE (5:185)

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks during any 12 month period, calculated from the first day of leave and 12 months thereafter.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember (defined in the federal rules) with a serious

injury or illness. The “single 12-month period” is measured forward from the date the employee’s first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, the Joint Agreement will substitute an employee’s accrued compensatory time-off and/or paid leave for unpaid FMLA leave, except that an employee shall not be required to substitute his or her final five (5) available sick leave days unless the employee elects to do so. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee’s FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee’s leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee’s FMLA leave entitlement.

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

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee’s spouse, child, or parent.
4. The employee’s own serious health condition which makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
6. To care for the employee’s spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules.

If spouses are employed by the Joint Agreement, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

Eligibility

To be eligible for FMLA leave, both of the following provisions must describe the employee:

1. The employee is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by the Joint Agreement for at least 12 months and has been employed for at least 1000 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the Joint Agreement need not be consecutive. However, the Joint Agreement will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to National Guard or Reserve military service or when a written agreement exists concerning the Joint Agreement’s intention to rehire the employee.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Executive Director or designee with at least 30 days’ advance notice before the leave is to begin. If 30 days’ advance notice is not

practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the Joint Agreement's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Executive Director or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Executive Director or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

The Joint Agreement may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The Joint Agreement may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the Joint Agreement may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) Joint Agreement receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the Joint Agreement within 15 calendar days after the request. The Joint Agreement may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the Joint Agreement may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A Joint Agreement's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the Joint Agreement notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Executive Director or designee reasonable notice of changed circumstances (i.e., within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Executive Director or designee, taking into consideration all of the relevant facts and

circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the Joint Agreement may impose as provided in the FMLA or implementing regulations, and (2) the Joint Agreement's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

Implementation

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

Reference:

Family and Medical Leave (5:185)

VICTIMS' ECONOMIC SECURITY AND SAFETY ACT

Leave Description

In accordance with the Victims' Economic Security and Safety Act ("VESSA"), EIASE will provide employees, up to 12 weeks unpaid leave per rolling year for an employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. Unpaid leave from work may be taken to address domestic or sexual violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member;
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

* "Family or household member" is defined as a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

Employees are entitled to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

An employee may elect to substitute any earned vacation time, sick leave, or other paid or unpaid leave the employee is entitled toward the 12-week period allowed for any approved leave of absence pursuant to this policy.

Requesting Leave

Any employee who desires a leave of absence pursuant to this policy must complete, sign, and submit an application for leave of absence to his or her immediate supervisor. The employee shall provide EIASE with at least 48 hours notice in advance of the employee's intention to take the leave unless providing such notice is not practicable.

Certification

Every application for Leave of Absence pursuant to this policy must include a sworn certification by the employee that: (1) the employee or the employee's family or household member is a victim of domestic or sexual violence; and (2) the leave is for one of the purposes enumerated in the above paragraph. In addition, the employee must provide the following documents to EIASE within a reasonable time: (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (2) a police or court record; or (3) other corroborating evidence.

Conditions of Leave

The following conditions apply to a leave of absence pursuant to this policy:

1. In its discretion, EIASE may require an employee taking approved leave of absence to periodically report on his or her status and intention to return to work.
2. An employee taking a leave of absence may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with EIASE.
3. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, EIASE may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.

Continuation of Health Benefits

During VESSA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the leave. EIASE may recover the premium that EIASE paid for maintaining coverage for the employee and the employee's family or household member under the health plan during any period of VESSA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
2. The employee fails to return to work for a reason other than:
 - a. The continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave pursuant to this policy; or
 - b. Other circumstances beyond the control of the employee.

Any employee who fails to return to work for a reason listed in 2(I) or (II) must provide to EIASE within a reasonable time a sworn certification by the employee that the employee is unable to return to work because of that reason and (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (2) a police or court record; or (3) other corroborating evidence.

Return to Work

An employee returning from VESSA leave will be restored to the position of employment held by the employee when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Standards of Conduct

Applicable to all Administrators, Licensed Professional Educators, Non-Academic Professionals and Essential Support Personnel

Professional and appropriate conduct is expected of all District employees. The standards listed below serve as a notice of expected conduct. The standards are intended to protect the health, safety, and general welfare of students and employees, ensure the community a degree of accountability within the School District, and define misconduct justifying disciplinary action, up to and including dismissal. The listed standards are not a complete list of expectations, and depending on the factual context, an employee may be disciplined for conduct that is not specifically listed. The conduct standards apply to all District employees to the extent they do not conflict with an applicable collective bargaining agreement; in the event of a conflict, the provision is severable and the applicable bargaining agreement will control. In addition, all employees who are governed by the *Code of Ethics for Illinois Educators* must comply with 5:120-E, *Code of Ethics for Illinois Educators*, adopted by the Ill. State Board of Education (ISBE) (23 Ill.Admin.Code Part 22).

All EIASE employees shall:

1. No employee or applicant shall falsify qualification, employment history, or other information related to employment qualification or ability.
2. An employee shall call in before the assigned starting time when ill, and shall not engage in unauthorized absence.
3. Maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries, both in and outside the school. Attend all in-service trainings on educator ethics, teacher-student conduct, and school employee-student conduct for all personnel (105 ILCS 5/10-22.39), as well as all required trainings on child abuse, grooming behaviors, and employee-student boundary violations (325 ILCS 5/4(j), 105 ILCS 5/10-23.12, and 5/10-23.13 (Erin's Law)). Violations of this standard include, but are not limited to: (a) committing any act of child abuse or cruelty to children; (b) willfully or negligently failing to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/); (c) engaging in harassing behavior, including but not limited to sexually harassing a student (775 ILCS 5/5A-102); (d) willfully or negligently failing to report an instance of suspected sexual harassment as required by Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), (e) providing a recommendation of employment for an employee, contractor, or agent that the employee knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, as prohibited by the Elementary and Secondary Education Act (20 U.S.C. § 7926), (f) engaging in grooming as defined in 720 ILCS 5/11-25; (g) engaging in prohibited grooming behaviors, including sexual misconduct as defined in 105 ILCS 5/22-85.5(c) (Faith's Law) and Board policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest; (h) furnishing tobacco, alcohol, cannabis, or any other illegal/unauthorized substance, including e-cigarettes, to any student or allowing a student under his or her supervision to use tobacco, alcohol, cannabis (including medical cannabis unless the student is authorized to be administered a medical cannabis infused product by the school employee pursuant to Ashley's Law); and (i) violating expectations and guidelines for employee-student boundaries set forth in 5:120-AP2, E, Expectations and Guidelines for Employee-Student Boundaries.
4. Maintain a safe and healthy environment, free from being impaired by and/or under the influence of prohibited substances to ensure high quality performance for the District and its students. The use of illegal drugs and/or abuse and misuse of alcohol, drugs, and other lawful products while on District premises or while performing work for the District diminishes the District's credibility and ability to educate students about drug and substance abuse prevention pursuant to Board policy

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6:60, Curriculum Content. Violations of this standard include, but are not limited to, engaging in any of the prohibited activities listed in the District's drug- and alcohol-free workplace policy. Examples include using or being impaired by or under the influence of illegal drugs; abusing, misusing, and/or being impaired by or under the influence of alcohol, drugs, and/or other lawful products when performing work for the District when impairment is detectable regardless of when and/or where the use occurred; and/or using or being impaired or under the influence of or possessing medical cannabis in a school bus or on school grounds.

5. Maintain a safe and healthy environment, free from harassment, intimidation, bullying, hazing, and violence, and free from bias and discrimination. Violations of this standard include, but are not limited to: (a) unless specifically permitted by the Firearm Concealed Carry Act, carrying a firearm on or into any District controlled building, real property, or parking area, or any transportation vehicle paid for in whole or in part with public funds; (b) willfully or negligently failing to immediately report suspected cases of child abuse or neglect or of gender harassment; (c) knowingly failing to report hazing to supervising educational authorities or, in the event of death or great bodily harm, to law enforcement; and (d) failing to appropriately respond to a witnessed or reported incident of student-on-student bullying, harassment, hazing, or teen dating violence.
6. Comply with the Professional Testing Practices for Educators, prepared and published by ISBE for educators who administer any standardized test (at www.isbe.net/Documents/prof-test-prac.pdf). This document contains numerous examples of actions that violate test security; actions that must not be part of test preparation; actions that must not occur during test administration; and actions that must be avoided when reporting test results.
7. Honor the public trust when entrusted with public funds and property by acting with a high level of honesty, accuracy, and responsibility. Violations of this standard include, but are not limited to: (a) misusing public or school-related funds; (b) failing to account for funds collected from students or parents/guardians; (c) submitting fraudulent requests for reimbursement of expenses or for pay; (d) co-mingling District or school funds with personal funds or checking accounts; and (e) using school property without the approval of the supervising school official.
8. Maintain integrity with students, colleagues, parents/guardians, community members, and businesses concerning business dealings and when accepting gifts and favors. Violations of this standard include, but are not limited to, soliciting students or parents/guardians to purchase supplies or services from the employee or to participate in activities that financially benefit the employee without fully disclosing the interest.
9. No employee shall make improper use of leave days, such as sick leave or personal leave.
10. An employee who has an illness or injury which prevents the employee from working and whose sick leave or other leave is exhausted, must apply for a leave of absence. Any employee who fails to apply for a leave upon exhaustion of sick or other available leave within 7 days of exhaustion of such leave shall be deemed absent without leave (unless unable to apply because of the effects of the illness or injury) and is subject to discharge as may be provided by law.
11. Each employee shall report to work at the time assigned, and continue assigned duties throughout the work day, except as permitted for breaks. Employees are not to take extra breaks or breaks in excess of those authorized as defined in the Employee Handbook.
12. Employees whose job assignments require work in districts shall report their presence to the office in each building they enter according to EIASE's or the district's sign in procedure. The employee shall record the date and time they enter and exit the building.
13. Employees shall promptly attend to work assigned, and complete such work in a timely manner.
14. No employee shall falsely report work time, or records related to the work performed by themselves, or others.

15. Employees shall not engage in, while at school, at its sponsored events or during working hours, personal dress or grooming which causes, or the Director, Principal or other supervisor reasonably anticipates will cause interference with the educational process or the work of other employees. Examples include wearing of apparel which is sexually revealing, which promotes the use of drugs or alcohol, or engaging in other behavior through or with apparel which is contrary to the stated curriculum or employment policies of the assigned school districts or of Eastern Illinois Area Special Education.
16. Employees shall not engage in unauthorized use of EIASE or member school district equipment, including but not limited to, telephones, photocopying or duplicating equipment, computers, tools, motor vehicles, fuel and the like.
17. Employees shall not engage in solicitation or distribution of any kind (irrespective of whether for charitable, political, commercial or other purposes) during working time, defined as the time the employee is actually assigned to engage in work, but not including meal time, break time or other time in which the employee is present but not required to be working. Likewise, employees are not prohibited from engaging in activity protected by the Illinois Educational Labor Relations Act. This access shall at all times be conducted in a manner so as not to impede normal operations.. <https://ilga.gov/legislation/ilcs/documents/011500050K3.htm>
18. Employees shall not have or make unauthorized use of or be in possession of unauthorized EIASE or member school district keys.
19. Employees shall be truthful to the Director, the Executive Board and Governing Board in regard to matters concerning employment, or related to the employee's work duties. No employee shall knowingly and intentionally withhold information necessary for the proper performance of another employee's work.
20. Employees shall not falsify documents related to EIASE or its educational activities.
21. Employees shall not make false claims for insurance or any other benefits.
22. No employee shall misrepresent to any person the extent of that employee's job authority, or purport to act on behalf of EIASE or a member school district when not authorized to do so. No employee shall incur expenses or enter into contracts on behalf of EIASE or a member school district without authority to do so.
23. No employee may smoke or otherwise use tobacco on EIASE or any school district property including EIASE vehicles.
24. No employee shall work when under the influence of any intoxicating liquor or drug, except medication as prescribed by a physician for that employee. Even in case of use of a medication prescribed by a physician, no employee shall operate any potentially dangerous equipment or machine, or use a motor vehicle when unable to do so in a safe and alert fashion. No employee shall conceal or maintain any intoxicating liquor or illegal drug in or on any EIASE or school property or at any of their activities related to the employee's employment duties. No employee shall consume alcoholic beverages on any work day at any time between the beginning and end of his/her work day. No employee shall work bearing the odor of alcohol or drugs, including cannabis. This rule shall not prohibit an employee bearing the odor of alcohol when the employee is called or recalled to work at an unexpected time.
25. No employee may bring onto EIASE or other school property, or at any educational activity, or activity related to employment any firearms, ammunition, explosive, fireworks, or other substance or device likely or capable of causing harm to persons or property. This does not prohibit science experiments within the curriculum.
26. No employee shall on any work day at any time between the beginning and end of his/her work assignment, engage in acts which are dangerous to the property of the district, students, other employees, parents, other employees, or the health, safety, or welfare of students, other employees,

or parents. This rule shall not be deemed violated by accidental acts which are not intended by the employee; but employees shall act with prudence and caution at all times.

27. No employee shall engage in any activity during non-school hours which intentionally causes injury or harm or attempts to cause injury or harm to other employees, children, their property, EIASE, or member school district property. An employee who commits any felony offense or other criminal acts involving substantial risk of harm to other persons or property, or criminal dishonesty in respect to EIASE or its member school districts or their employees or students may be unsuitable for employment, and may be subject to possible discharge.
28. Each employee shall report any work-related injuries immediately to his/her supervisor as soon as it is safe for the employee to do so.
29. Employees should report to the immediate supervisor damaged or broken equipment or other property related to his employment responsibilities. If the damaged or broken equipment creates a safety hazard, the employee should take reasonable safety precautions and notify the building principal (school district assignment) or the Director as soon as possible.
30. The loss of driving rights or privileges for any position requiring a current driver's license may be cause for dismissal. An employee whose position requires the employee to drive must advise the District of lost or restricted driving privileges. No employee may drive a vehicle related to EIASE employment when his or her driving privileges have been suspended or revoked.
31. The loss of, failure to maintain any certificate, license or other document issued by any governmental entity or office necessary or required for the employee's position shall be cause for dismissal.
32. No employee may use, take or retain EIASE or any member school district's property for personal use, except to the extent it may be specifically authorized by the collective bargaining agreement, or Governing Board or local school board policy. No administrator has authority to modify or waive this rule.
33. No employee may purposely deface or destroy EIASE, any member school district's, co-workers, or student's property or be party to the defacement or destruction of property. This rule shall not be deemed violated by accidental acts which are not intended by the employee; but employees shall act with prudence and caution at all times.
34. No employee shall fail to promptly and properly deposit, report, or account for any monies or property of EIASE, its member school districts, or others coming into the employee's control related to the employee's work responsibilities.
35. No employee may hold or retain money or property of students, other employees or EIASE or its member school districts without express written authority of the Director or the Director's designee. This does not apply to teachers or other employees who temporarily hold or restrict the use of student property for the purpose of maintaining discipline.
36. Respect the confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements. Violations of this standard include, but are not limited to: (a) disclosing confidential information concerning student academic and disciplinary records, health and medical information, family status and/or income, and assessment/testing results, unless disclosure is required or permitted by law; and (b) disclosing confidential information restricted by State or federal law.
37. No employee shall view the personnel file belonging to another employee without approval or consent unless the viewing of the personnel file is in the exercise of job responsibilities. No employee shall disclose the contents of any employee file to any person except in the exercise of job responsibilities, in furtherance of those responsibilities. Employees who are uncertain of their responsibilities in any particular situation should seek clarification from their immediate supervisor

or the Director. This rule does not prevent access to an employee personnel file by an employee, or his authorized representative.

38. No employee may remove student or employee files from the building where they are maintained by EIASE or a member school district without advance written authorization from the Director (records maintained by EIASE) or the building principal (records maintained by a member school district). No employee may examine files of any student except as is necessary to fulfill the employee's employment or administrative responsibilities in respect to that student.
39. Non-certified employees (except those at TLC programs) shall not discipline students, unless it is authorized in writing. Employees shall not engage in corporal punishment of students. This includes, but is not necessarily limited to intentional infliction of bodily harm, slapping, paddling, or prolonged maintenance of students in physically painful positions. However, teachers may use reasonable force to maintain safety for other students, school personnel or persons or for the purpose of self-defense, or for the defense of property.
40. Demonstrate conduct that follows generally recognized professional standards and attend all in-service trainings on educator ethics, teacher-student conduct, and school employee-student conduct for all personnel (105 ILCS 5/10-22.39(f)). Unethical conduct is any conduct that impairs the employee's ability to function professionally in his or her employment position or a pattern of behavior or conduct that is detrimental to the health, welfare, discipline, or morals of students.
41. Fighting is prohibited, except employees may take reasonable steps to protect themselves from physical violence, and may reasonably restrain a student to protect the employee, another employee, other students, or district property. When a student's IEP calls for restraint of the student, the employee shall follow any IEP requirements.
42. Threats of violence toward and threats which lead to the intimidation of co-workers, district staff, students or parents whether written, verbal or implied are prohibited. Any employee upon hearing of a threat must report it immediately the incident to his or her supervisor.
43. Employees shall not engage in, while engaged in EIASE employment, or at EIASE sponsored events or during working hours, behavior which constitutes illegal discrimination in any form, including by way of example, sexual, racial, or religious harassment, or otherwise engage in behavior which harasses, intimidates, unreasonably interferes with, or which constitutes gross disrespect for the rights of any person.
44. Employees shall not use profanity when speaking to parents or students. Employees shall not argue in the presence of students. Discussion in IEP meetings and the expression of various opinions in the interest of the student without personal acrimony is expected and encouraged.
45. No employee shall engage in any sexual or romantic relationship with any student, whether or not during the school student year. Employees shall not make sexually suggestive remarks, or engage in sexual conduct or acts on or toward students.
46. Employees shall not, at any time, whether or not during working hours or whether or not on the business of the employer, aid, abet, solicit, or engage students, or any person under the age of 18, in any activity which is illegal or sexual.
47. No employee shall release a child to a person other than the child's parents (or in case of divorce, the custodial parent) or other guardian, without advance approval from the parent, or the building principal to which the child is assigned.
48. All employees shall personally report evidence of child abuse or neglect to the DCFS hot-line. No employee shall instruct nor dissuade any employee from making such a report.
49. Comply with all State and federal laws and rules regulating public schools and Board policies, including but not limited to: 2:105 (Ethics and Gift Ban), 4:165 (Awareness and Prevention of Child Sexual Abuse and Prohibited Grooming Behaviors), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and

Criteria), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:60 (Expenses), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:140 (Solicitations By or From Staff), 5:170 (Copyright), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:230 (Maintaining Student Discipline), 5:280 (Duties and Qualifications), 5:290 (Employment Termination and Suspensions), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:340 (Student Records), and 8:30 (Visitors to and Conduct on School Property).

Conviction of any employment disqualifying criminal offense listed in 105 ILCS 5/10-21.9 or 5/21B-80 will result in dismissal.

Before disciplinary action is taken, the supervisor will conduct a fair and objective investigation to determine whether the employee violated a standard or other work rule and the extent that any violation impacts educational or operational activities, effectiveness, or efficiency. Discipline must be appropriate and reasonably related to the seriousness of the misconduct and the employee's record. Any applicable provision in a contract, bargaining agreement, or State law will control the disciplinary process.

50. Commission of any offense or a judicial finding of child abuse involving the willful infliction of harm upon a person under 18 shall be cause for commencement of dismissal proceedings.
51. It shall be the duty of each employee to be familiar with these rules. It shall be the duty of each immediate supervisor to provide and review all rules with new employees, to annually review any rule changes employees, and to document such rule review for employees by name and date, but failure of the principal or supervisor to review the rules shall not constitute reason for an employee to fail to abide by any rule which the employee knew, or reasonably should have known.
52. No employee shall willfully refuse to obey reasonable written or oral instructions of a member of the administrative staff, or his or her immediate supervisor. No non-certified employee shall refuse to comply with reasonable written or oral instructions of a certified employee with whom the non-certified employee is assigned to work. No non-certified employee shall refuse to comply with the instructions of any certificated employee in any emergency situation.
53. No employee shall willfully refuse to obey the lawful policies, rules and regulations of the Governing Board, Executive Board or Director, or attempt to do so. This rule does not prohibit activities permitted by the Illinois Educational Labor Relations Act.
54. Employees shall not engage in willful behavior which interrupts the orderly process of EIASE affairs, or affairs of a member school district. This rule does not prohibit activities permitted by the Illinois Educational Labor Relations Act.
55. Repeated minor incidents of misbehavior may be cause for discipline, and if other disciplinary measures have failed to deter the misconduct, may result in dismissal.
56. Employees shall immediately report to their immediate supervisor any conduct by other employees which they believe, or has reasonable cause to believe, is dangerous to the health, safety, or welfare of students or other employees, including, but not limited to violation of these rules.
57. These rules may be supplemented from time to time by administrative rules. The Director, principals and other administrators are authorized to adopt such additional rules as may be necessary or convenient, consistent with these rules. However, violation of such rules shall not be cause for employee discipline until employees are notified of such rules. Unless impossible or impractical under the circumstances, administrative rules should be in writing and disseminated timely to all employees affected.

58. Outside employment or activities may not interfere with performance of job duties.
59. Maintain integrity with students, colleagues, parents/guardians, community members, and businesses concerning business dealings and when accepting gifts and favors. Violations of this standard include, but are not limited to, soliciting students or parents/guardians to purchase supplies or services from the employee or to participate in activities that financially benefit the employee without fully disclosing the interest.
60. While performing their work duties at EIASE or its member school districts, Employees shall not use the Internet, EIASE or member school computers to access material which is illegal, or which harasses, intimidates or in any other way intentionally interferes with the work or duties of any employee of EIASE or a member school district.
61. Employees shall not abuse EIASE or member school district's computers, networks or Internet access such that damage or loss is caused to any person. Examples include intentionally disseminating computer viruses, Trojan horses or other malware, using such computers and networks for "spamming," or otherwise intentionally causing harm or wasting computer resources. Employees shall comply with EIASE rules and the rules of the school district to which assigned regarding access and use of computers, networks and the Internet.
62. Employees shall not use EIASE, member school district, or (while at EIASE) their personal smartphone, cellphone or "hotspot" networks, computers or Internet access to conduct personal business or communication during the workday (including, but not limited to texting, Facebook, TikTok, SnapChat, other social networking, online gaming, chat rooms, non-work related websites, or any other future or existing technology which is not work related, etc.) The only exceptions to this rule are in an emergency situation (as determined by the Executive Director) and employees may use their personal smartphones or cell phones to conduct personal business or communication during their breaks.
63. Employees shall not use EIASE, member school district, or (while at EIASE) their personal smartphone or "hotspot" networks, computers or Internet access in such a way as to intentionally:
 - a. Install, copy or transmit copyrighted material in violation of the copyright;
 - b. Hide or obfuscate their identity;
 - c. Defeat or circumvent computer or network security measures, including any EIASE content filtering software;
 - d. Use the log-in name and password of another, or provide another the user's login name and password;
 - e. Access sexually oriented material unless directly necessary for the employee's job duties in furtherance of those duties;
 - f. Due to incompatibility issues and the risk of computer or network degradation, install programs on any computer except as specifically authorized.
 - g. Conduct personal business for personal or outside profit or financial gain.

Expectations and Guidelines for Employee-Student Boundaries

105 ILCS 5/10-23.13, Erin's Law, requires this exhibit's discussion. Use this exhibit to structure local conversations around what the District will include for its examples of expectations and guidelines about professional boundaries in employee-student relationships. Finalization of this exhibit requires a conversation among district administrators and employees to customize it based upon the ages, grade levels, and developmental levels of the students served, as well as local conditions.

All District employees must maintain professional employee-student boundaries and relationships with students. This includes meeting expectations and following guidelines established by the District for employee-student boundaries. These expectations and guidelines apply to all professional, educational support, and contracted District employees. If they conflict with an applicable collective bargaining agreement, the provision is severable and the applicable bargaining agreement will control.

The District understands that employees may have pre-existing relationships with families of students outside of school. These expectations and guidelines do not apply to employee-student relationships based in pre-existing relationships, including nuclear or extended families. These expectations and guidelines are not intended to prohibit such interactions, provided that an awareness of employee-student boundaries is maintained at all times. This document is not exhaustive, and an employee may be disciplined for boundary violations that are not specifically listed.

EMPLOYEE-STUDENT BOUNDARIES

The relationship between students and school employees is an inherently unequal imbalance of power because school employees are in a unique position of trust, care, authority, and influence in relation to students. District employees breach employee-student boundaries when they misuse their position of power over a student in a way that compromises the student's health, safety, or general welfare. Employee-student boundaries are categorized into four areas that are not mutually exclusive:

- **Emotional Boundaries** – both the employee's own emotional state and self-regulation as well as students' emotional states and developmental abilities to self-regulate.
- **Relationship/Power Boundaries** – recognizing, as noted above, that the employee-student relationship is unequal and employees must safeguard against misusing positions of power.
- **Communication Boundaries** – how and what employees communicate to students, including communication that is verbal, nonverbal, in person, or via electronic means.
- **Physical Boundaries** – physical contact between employees and students.

While some employee-student boundaries are clear and easy to recognize, there are some unclear, gray areas that employees must plan for and respond to with sound judgment. This means recognizing the potential negative consequences for students and/or employees engaging in certain behaviors with students or allowing inappropriate conduct to continue. Employees may use *time, place, and circumstances* as a guiding principle by asking themselves:

- Is this the appropriate time for my planned action?
- Have I chosen the appropriate place for the planned action?
- Are these appropriate circumstances for me to take my planned action?

To avoid behavior or conduct which may lead to a breach in employee-student boundaries, employees should also recognize their own unique vulnerabilities. Examples of vulnerabilities that employees may experience include, but are not limited to:

- Employees regarding students as peers
- Employees who too closely identify with students and their issues
- Employees experiencing adult relationship issues
- Immature employees, or employees with an under-developed moral compass
- Employees feeling a need for attention
- Employees who abuse alcohol or other substances
- Employees who lack personal crisis management skills

Employees experiencing difficulties in their personal lives may be particularly susceptible to engaging in at-risk behavior or conduct with students. Employees must be alert to such risks and ensure they maintain professional boundaries at all times. The Markkula Center for Applied Ethics' Framework for Ethical Decision-Making may help employees evaluate and address conduct that concerns them. See www.scu.edu/ethics/ethics-resources/ethical-decision-making/.


GUIDELINES FOR SPECIFIC BOUNDARY AREAS

Customize based upon the ages, grade levels, and developmental levels of the students served.

Boundary Area	Inappropriate	Appropriate
Emotional	<p>Favoring certain students by inviting them to your classroom at non-instructional times to "hang out."</p> <p>Favoring certain students by giving them special privileges.</p> <p>Engaging in peer-like behavior with students.</p> <p>Discussing personal issues with students.</p>	<p>Inviting students who need additional instructional support to your classroom for such additional support.</p> <p>Conducting one-on-one student conferences in a classroom with the door open.</p>
Relationship/Power	<p>Meeting with a student off-campus without parent/guardian knowledge and/or permission.</p> <p>Dating, requesting, or participating in a private meeting with a student (in person or virtually) outside your professional role.</p> <p>Transporting a student in a school or private vehicle without administrative authorization.</p> <p>Giving gifts, money, or treats to individual students.</p> <p>Sending students on personal errands.</p> <p>Intervening in serious student problems instead of referring the student to an appropriately trained professional.</p> <p>A sexual or romantic invitation toward or from a student.</p> <p>Taking and using photos/videos of students for non-educational purposes. Meeting with a student off-campus with parent/guardian knowledge and/or</p>	<p>Meeting with a student off-campus with parent/guardian knowledge and/or permission, e.g., when providing pre-arranged tutoring or coaching services.</p> <p>Transporting a student in a school or private vehicle with administrative authorization.</p> <p>Taking and using photos/videos of students for educational purposes, with student and parent/guardian consent, while abiding by student records laws, policies, and procedures.</p>

	permission, e.g., when providing pre-arranged tutoring or coaching services.	
Communication	<p>Initiating or extending contact with a student beyond the school day in a one-on-one or non-group setting.</p> <p>Inviting students to your home.</p> <p>Adding students on personal social networking sites as contacts when unrelated to a legitimate educational purpose.</p> <p>Privately messaging students by any means.</p> <p>Maintaining intense eye contact.</p> <p>Making comments about a student's physical attributes, including excessively flattering comments.</p> <p>Engaging in sexualized or romantic dialog.</p> <p>Making sexually suggestive comments directed toward or with a student.</p> <p>Disclosing confidential information.</p> <p>Self-disclosure of a sexual, romantic, or erotic nature.</p>	<p>Limiting communication to what is necessary for educational and/or extracurricular activities.</p> <p>Using District-approved methods for communicating with students.</p>
Physical	<p>Full frontal hugs.</p> <p>Invading personal space.</p> <p>Massages, shoulder rubs, neck rubs, etc.</p> <p>Lingering touches or squeezes.</p> <p>Tickling.</p> <p>Having a student on your lap.</p> <p>Physical exposure of a sexual, romantic, or erotic nature.</p> <p>Sexual, indecent, romantic, or erotic contact with a student.</p> <p>Assisting a young student or a student with special needs with a toileting issue without obtaining parent/guardian permission.</p>	<p>Occasionally patting a student on the back, shoulder, or arm.</p> <p>Momentary physical contact with limited force designed to prevent a student from completing an act that would result in potential physical harm to the student or another person or damage to property; or to remove a disruptive student who is unwilling to leave the area voluntarily.</p> <p>Assisting a young student or a student with special needs with a toileting issue when parent/guardian permission has been granted.</p>

ACKNOWLEDGEMENT, AGREEMENT, AND RECEIPT OF EMPLOYEE HANDBOOK



The undersigned hereby acknowledges receipt of a copy of the Eastern Illinois Area of Special Education Employee Handbook. The undersigned hereby acknowledges and agrees that nothing contained in the employee handbook including policies, practices, and benefits stated herein are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. EIASE retains the right to revise, amend this handbook, or terminate any policy unilaterally without notice at any time, and the employee's continued employment will be deemed acceptance of such revisions and modifications. I understand I am required to read and apply all work rules. I understand that if I violate any work rule I may be disciplined. I further acknowledge that discipline, in some circumstances, may include my immediate discharge.

Employee Signature

Printed Name

Date

(This acknowledgement and agreement will be retained in the employee's personnel file).

Effective Date: 7/1/2025