

**EISENHOWER COOPERATIVE  
POLICY MANUAL**

**TABLE OF CONTENTS**

**Section 1 – Cooperative Organization**

- 1:20 Cooperative Organization, Operations, and Agreements
- 1:30 Cooperative Philosophy

**Section 2 – School Board**

- 2:105 Member Ethics and Gift Ban
- 2:250 Access to the Cooperative’s Public Records
- 2:260 Uniform Grievance Procedure

**Section 3 – General School Administration**

- 3:10 Goals and Objectives

**Section 4 – Operational Services**

- 4:10 Fiscal and Business Management
- 4:130 Free and Reduced-Price Food Services
- 4:140 Waiver of Student Fees

**Section 5 – General Personnel**

- 5:10 Equal Employment Opportunity and Minority Recruitment
- 5:20 Sexual Harassment
- 5:50 Drug-and Alcohol-Free Workplace
- 5:90 Abused and Neglected Child Reporting
- 5:110 Staff Development Program
- 5:120 Ethics
- 5:130 Limitations on Accepting Gifts
- 5:180 Temporary Illness or Temporary Incapacity
- 5:181 Workers’ Compensation
- 5:185 Family and Medical Leave
- 5:190 Certification
- 5:270 Employment At-Will, Compensation, and Assignment
- 5:290 Employment Termination and Suspensions
- 5:300 Schedules and Employment Year
- 5:310 Compensatory Time-Off
- 5:320 Evaluation
- 5:330 Sick Days, Vacation, Holidays, and Leaves

## **Section 6 – Instruction**

- 6:10 Educational Philosophy and Objectives
- 6:120 Education of Children with Disabilities
- 6:235 Access to Electronic Networks

## **Section 7 – Students**

- 7:10 Equal Educational Opportunities
- 7:20 Sexual Harassment
- 7:80 Release Time for Religious Instruction/Observance
- 7:140 Search and Seizure
- 7:150 Agency and Police Interviews
- 7:160 Student Appearance
- 7:170 Vandalism
- 7:190 Student Discipline
- 7:195 Isolated Time Out or Physical Restraint
- 7:220 Bus Conduct
- 7:230 Misconduct by Students with Disabilities
- 7:260 Exemption from Physical Activity
- 7:270 Administering Medicines to Students
- 7:280 Communicable and Chronic Infectious Disease
- 7:325 Student Fund-Raising Activities
- 7:340 Student Records

## **Section 8 – Community Relations**

- 8:100 Relations with Other Organizations and Agencies

## **Section 9 – Appendix**

- I. Amended Joint Agreement

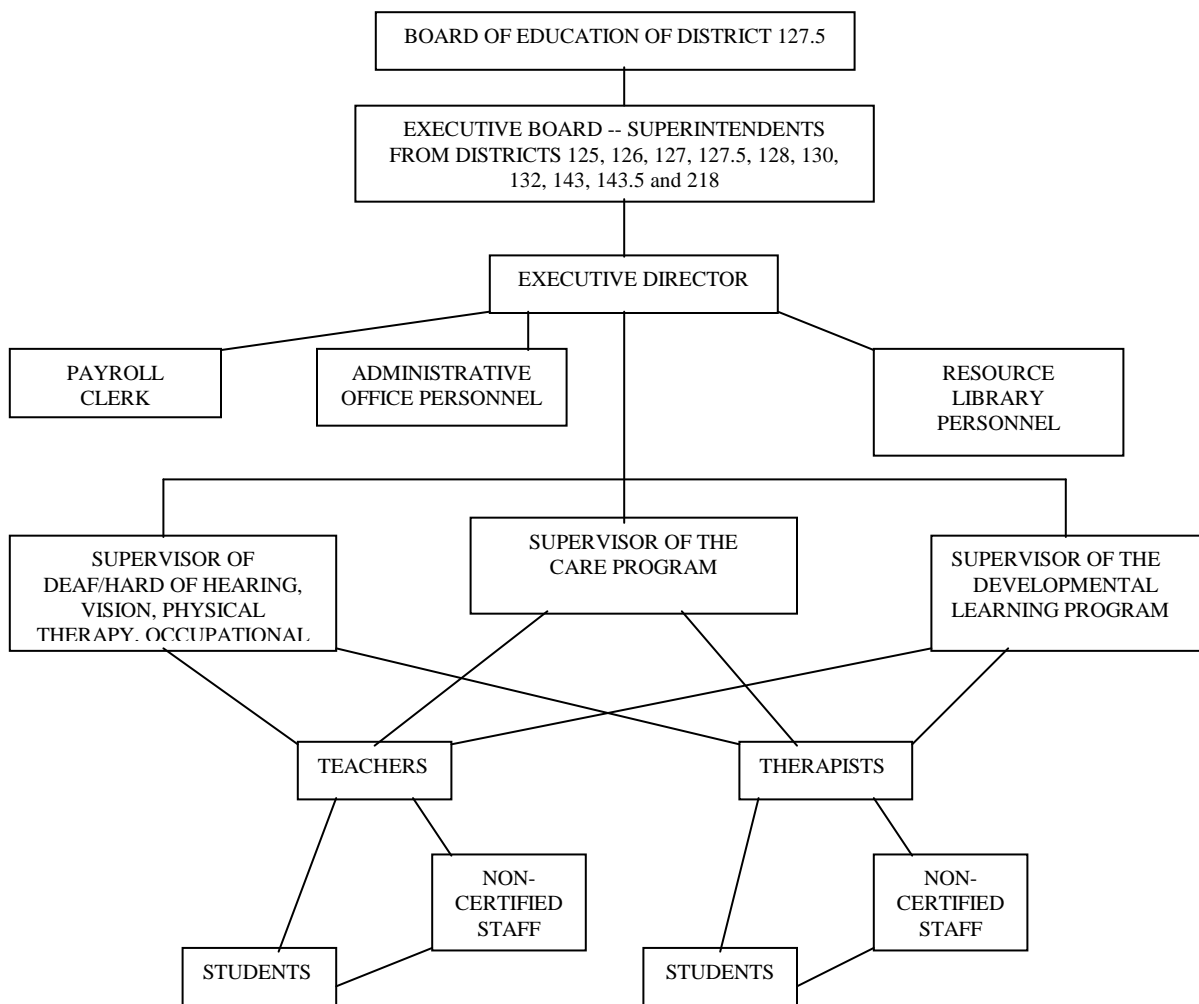
## **Section 10 - Procedures**

## Cooperative Organization

### Cooperative Organization, Operations, and Agreements

Refer to Appendix A for the “Amended Joint Agreement to Establish a Program of Curriculum Articulation and Special Education for Schools within the Boundaries of Community High School District 218”

The Cooperative is organized and operates as follows:



The District participates in the following joint programs:

South Suburban Benefit Cooperative

Collective Liability Insurance Cooperative

ADOPTED: March 21, 2000

## **Cooperative Organization**

### **Cooperative Philosophy**

In an active partnership with parents, school district and cooperative personnel, the community, and outside professionals, the Cooperative developed its Mission Statement and Beliefs on May 7, 1999.

### **Mission Statement**

**The mission of the Eisenhower Cooperative is to educate children with special needs by providing quality programs and services.**

### **Beliefs**

- We believe that every child can learn.
- We believe that every child is a valuable resource.
- We believe that schools should meet the educational needs of all students.
- We believe that all students must be treated with dignity and respect.
- We believe that children should become independent and lifelong learners.
- We believe in fostering the acceptance of diversity.
- We believe that schools should provide a safe, secure, supportive learning environment.
- We believe in collaborative teamwork including students, families, staff, and community resources.
- We believe in responsibly utilizing all resources.
- We believe that schools should set high standards for both students and staff.
- We believe that schools should foster each child's self-esteem.

ADOPTED: March 21, 2000

## **School Board**

### **Ethics and Gift Ban**

#### Definitions

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

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

#### Prohibited Political Activity

“Prohibited 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.

No employee shall intentionally perform any prohibited political activity during any compensated time. No Board Member or employee shall intentionally use any property or resources of the Cooperative in connection with any prohibited political activity. At no time shall any Board Member or employee intentionally require any other Board Member or employee to perform any prohibited 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, i.e., as holidays, vacation or personal time off. No Board Member or employee shall be required at any time to participate in any prohibited 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 prohibited 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

"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) the Board Member, or (b) with an employee, or with the Board Member or another employee directing that employee;
3. Conducts activities regulated by: (a) the Board Member, or (b) by 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.

Except as permitted by this policy, no Board Member or Cooperative employee, and no spouse of or immediate family member living with any Board Member or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as 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 inter-governmental gifts. "Intra-governmental gift" means any gift given to a Board Member or employee from another Board Member or employee, and "inter-governmental gift" means any gift given to a Board Member or employee 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.

#### Ethics Advisor

The Executive Director shall appoint an Ethics Advisor for the Cooperative. The Ethics Advisor shall provide guidance to the Board Members and Cooperative employees concerning the interpretation of and compliance with this policy and State ethics laws.

#### Filing Complaints

Written complaints alleging a violation of this policy shall be filed with the Superintendent or School Board Chairman.

#### Ethics Commission 1

In order to effectively manage the receipt of complaints concerning violations of this policy, as soon as possible after a complaint is filed, the Executive Director shall appoint a 3-member Ethics Commission. If the Executive Director is the subject of the complaint, the Board Chairman shall perform this duty. Commission members may be any resident of one of the Cooperative's member

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districts, except that no person shall be appointed 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.

At the Commission's first meeting, the Commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 Commissioners. A quorum shall consist of 2 Commissioners, and official action by the Commission shall require the affirmative vote of 2 members. The Commission shall have the following powers and/or duties:

1. To adopt procedures and timelines to manage a complaint and determine the complaint's disposition.
2. To investigate a complaint and receive information pertaining to it.
3. To hold a meeting, upon not less than 48 hours' public notice, with the complaining party and the person accused of violating the policy for the purpose of determining the complaint's disposition. Both parties shall be given the opportunity to provide information concerning the complaint. The meeting may be closed to the public to the extent authorized by the Open Meetings Act.
4. To request the assistance of an attorney.
5. To issue recommendations for disciplinary actions and/or refer violations to the appropriate State's Attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this policy and not upon its own prerogative.
6. The powers and duties of the Commission are limited to matters clearly within the purview of this policy.

If the Commission finds it more likely than not that the allegations in a complaint charging a Board Member or employee with violating this policy are true, it shall notify the appropriate State's Attorney and/or recommend disciplinary action for an employee. If the complaint is deemed not sufficient, the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint.

## **School Board**

### **POLICY ON COMPLIANCE WITH THE ILLINOIS FREEDOM OF INFORMATION ACT**

The Board of Directors recognizes the right of members of the public to have access to public records in accordance with the provisions of the Illinois Freedom of Information Act (“FOIA” or “Act”), and affirms that it is the policy of the Cooperative to comply with the Act.

The Director shall designate one or more officials or employees of the Cooperative to serve as its Freedom of Information Officer(s), and shall develop and implement administrative procedures to effect compliance with the Act.

AMENDED: February 23, 2010

## School Board

### Administrative Procedure - Access To Cooperative's Public Records

The following procedures shall be followed when persons seek access to information under the provisions of the Illinois Freedom of Information Act.

1. Inspection of Cooperative records not excluded from the Illinois Freedom of Information Act will be permitted between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, on days the Cooperative office is open for business.
2. Records are inspected at the Cooperative office, 4625 W 107<sup>th</sup> Street, Oak Lawn, IL 60453. Records are not to be removed from there.
3. Requests to inspect Cooperative records will be submitted in writing to the Executive Director or designee. The Cooperative will either comply with or deny written request for public records within 7 working days. Under circumstances specified in section III of the Act, the time for responding may be extended by not more than 7 working days.
4. Inspection will not be allowed when records are in immediate use by persons exercising official duties that require use of the records.
5. Requests must specify Cooperative records with reasonable particularity to avoid inefficient use of staff time in retrieving and preparing records for inspection.
6. Should the requested records be classified as exempt but contain information which is not exempt, the Executive Director or designee shall delete the exempt material and release the remaining information for inspection and copying.
7. The Executive Director or designee shall be present during inspection or copying of Cooperative records.
8. Upon request, copies of the requested Cooperative public records shall be produced at the time of inspection. A fee, which is reasonably calculated to reimburse the Cooperative for the actual costs of reproducing and certifying the public records, may be charged. Such fees shall be set annually by an Executive Board resolution. The following fees will be charged for copying Cooperative records.

9. Copy fees will be waived or lowered if the person making the request states a specific purpose for the request which is in the public interest. A request is in the public interest if its purpose is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public and is not for the principle purpose of personal or commercial benefit. "Commercial benefit" does not apply to news media requests. In setting the amount of the waiver or reduction, the Executive Director may consider the amount of materials requested and the cost of copying them.

If a request for access is denied, in whole or in part, the Executive Director will provide the individual making the request with a written denial and notice of the right to appeal the decision to the Executive Board.

March 21, 2000

## **School Board**

### **Uniform Grievance Procedure**

Students, parents, guardians, employees, or community members should notify the Executive Director if they believe that the Cooperative, Executive Board, its employees, or agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding:

1. Title II of the Americans with Disabilities Act;
2. Title IX of the Education Amendments of 1972;
3. Section 504 of the Rehabilitation Act of 1973;
4. sexual harassment (Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972);
5. the misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children; or
6. curriculum, instructional materials, programs.

The Complaint Manager will attempt to resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. 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.

#### **1. Filing a Complaint**

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

#### **2. Investigation**

The Executive Director will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. If the complainant is a student, the Executive Director will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except (1) as required by law or this policy, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant. The Executive Director shall file a written report of his or her findings with the Executive Board. If a complaint of sexual harassment contains allegations involving the Executive Director, the written report shall be filed with the Executive Board, which shall render a decision in

accordance with Section 3 of this policy. The Executive Director will keep the Executive Board informed of all complaints.

3. Decision and Appeal

After receipt of the Executive Director's report, the Executive Director shall render a written decision which shall be provided to the Complainant. If the Complainant is not satisfied with the decision, the Complainant may appeal it to the Executive Board by making a written request to the Executive Director. The Executive Director shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Executive Board. Thereafter, the Executive Board shall render a written decision which shall be provided to the Complainant. This grievance procedure shall not be construed to create an independent right to an Executive Board hearing.

**ADMINISTRATIVE PROCEDURES  
FOR COMPLIANCE WITH  
THE ILLINOIS FREEDOM OF INFORMATION ACT**

**TABLE OF CONTENTS**

<b>SECTION 1. DEFINITIONS.....</b>	<b>1</b>
<b>SECTION 2. FOIA OFFICERS.....</b>	<b>5</b>
A. Designation of FOIA Officers.....	5
B. Responsibilities of FOIA Officer, Generally .....	5
<b>SECTION 3. GENERAL NOTICES TO PUBLIC REQUIRED BY FOIA .....</b>	<b>6</b>
A. Description of Agency .....	6
B. Types of public records maintained by the Agency, including records that the Agency will disclose immediately upon request. ....	7
C. Description of procedure for submitting FOIA requests.....	7
<b>SECTION 4. COPYING FEES; REQUESTS FOR FEE WAIVER OR REDUCTION .....</b>	<b>7</b>
A. Copies and certification of records, generally.....	7
B. Records in electronic format.....	7
C. Requests for waiver or reduction of copying fees.....	8
<b>SECTION 5. TIME PERIODS FOR RESPONSE TO RECORDS REQUESTS.....</b>	<b>8</b>
A. Generally: five business days to respond.....	8
B. Consequences of untimely response .....	8
C. Extension of time for response.....	9
<b>SECTION 6. UNDULY BURDENSOME REQUESTS .....</b>	<b>10</b>
<b>SECTION 7. RECORDS REQUESTS FOR COMMERCIAL PURPOSES.....</b>	<b>10</b>
A. Written confirmation of commercial purpose may be requested.....	10
B. Time period of 21 days for response to commercial purposes requests .....	11
C. Content of response.....	11
<b>SECTION 8. PRODUCING RECORDS WITH EXEMPT INFORMATION REDACTED</b>	<b>11</b>
<b>SECTION 9. PROCEDURES FOR DENIAL OR PARTIAL DENIAL OF REQUEST ....</b>	<b>12</b>
A. Denials, generally.....	12
B. Record of denials of FOIA requests .....	12
<b>SECTION 10. REVIEW BY PUBLIC ACCESS COUNSELOR .....</b>	<b>12</b>
A. Procedure on notice of a request for review by the PAC.....	12
B. Procedure on receipt of binding opinion from PAC .....	12

<b>SECTION 11. AGENCY’S RIGHT TO REQUEST OPINION FROM THE PAC .....</b>	<b>13</b>
<b>SECTION 12. ASSERTING “PRIVACY” AND “PRELIMINARY DRAFTS”</b>	
<b>EXEMPTIONS.....</b>	<b>13</b>
A. Notice of intent to assert exemptions .....	13
B. Content of notice .....	13
C. PAC determination as to whether further inquiry is warranted .....	13
<b>APPENDIX A: FOIA EXEMPTIONS OF PRIMARY RELEVANCE.....</b>	<b>15</b>
<b>A. General Exemptions .....</b>	<b>15</b>
<b>B. Exemptions Related to Other Statutes .....</b>	<b>19</b>
<b>APPENDIX B: MODEL FOIA FORMS.....</b>	<b>20</b>
Index of Model Forms .....	20
FOIA FORM 1 .....	21
FOIA FORM 2.....	22
FOIA FORM 3.....	23
FOIA FORM 4.....	24
FOIA FORM 5.....	24
FOIA FORM 6.....	27
FOIA FORM 7.....	28

**ADMINISTRATIVE PROCEDURES  
FOR COMPLIANCE WITH  
THE ILLINOIS FREEDOM OF INFORMATION ACT**

**SECTION 1. DEFINITIONS**

**A. Business Day**

A regular day of the week (Monday through Friday) when public offices are open. Saturdays, Sundays, and State holidays are not business days and are not counted in calculating time periods for response. Time periods for responses under FOIA are calculated in business days.

**B. Commercial Purpose**

The use of any part of a public record or information derived from public records for sale, resale, solicitation, or advertisement for sales or services.

Requests made by news media and non-profit, scientific, or academic organizations are not “made for a commercial purpose” when the principal purpose of the request is: 1) to access or disseminate information concerning news and current events, 2) for opinion or feature articles of public interest, or 3) for scientific, academic, or public research or education.

**C. Copying**

The reproduction of any public record by means of any photographic, electronic, mechanical or other process, device or means now known or hereafter developed and available to the public body.

**D. Exemptions**

Provisions of FOIA which allow a public body not to make certain categories of information available for inspection and copying.

## **1. General Exemptions**

FOIA Section 7(1) provides 24 exemptions relating to general categories of information which may be withheld from disclosure, such as information specifically prohibited from disclosure by law, statutorily defined “private information,” and minutes of closed meetings of the public body’s governing board which have not been approved for release to the public.

## **2. Exemptions Related to Other Statutes**

FOIA Section 7.5 provides 14 exemptions related to enumerated Illinois statutes. For example, disclosures prohibited by the Personnel Records Review Act is statutorily exempt by FOIA Section 7.5.

FOIA exemptions of primary relevance are listed in Appendix A to these Administrative Procedures.

### **E. Freedom of Information Act or “FOIA”**

The Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended.

### **F. Freedom of Information Officer**

The official(s) or employee(s) formally designated by the Cooperative to be primarily responsible to receive and to coordinate timely responses to FOIA requests.

### **G. Head of the Public Body**

The president, chairman, presiding officer, director, or other individual with primary executive and administrative authority for the Agency.

### **H. News Media**

Newspapers or other periodicals issued at regular intervals in print or electronic form, news services, radio stations, networks, community antenna television services, or individuals or corporations which make news in film formats for public showing.

## **I. Person**

Any individual, corporation, partnership, firm, organization or association which acts individually or as a group.

## **J. Public Access Counselor**

The official in the Illinois Attorney General's office who is responsible to (among other functions) develop an electronic training curriculum for FOIA officers, review denials of FOIA requests, and issue binding and non-binding decisions and advisory opinions concerning compliance with FOIA and the Illinois Open Meetings Act.

## **K. Public Interest Purpose**

A FOIA request is "in the public interest" if its principal purpose is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public, and not for the principal purpose of personal or commercial benefit.

## **L. Public Records**

FOIA generally defines public records to include all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the public body.

FOIA specifically identifies the following as public records:

1. All records relating to the obligation, receipt, and use of public funds.
2. Certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act (but contractors' employees' personal information must be redacted prior to disclosure).
3. Arrest reports and criminal history records.
4. Settlement agreements entered into by or on behalf of a public body, provided that information exempt from disclosure under FOIA Section 7 may be redacted.

5. Certain documents in the possession of government contractors. Specifically, the Act exempts records in the possession of a party with whom the public body has contracted to perform a governmental function on its behalf that directly relate to the governmental function, and are not otherwise exempt under FOIA. See FOIA Section 7(2).

### **M. Private Information**

Unique identifiers, such as a person's social security number, driver's license number, employee identification number, biometric indicators, personal financial information, passwords, medical records, personal telephone numbers, and personal email addresses. Home address and personal license plates are also considered private information unless otherwise provided by law or when they are compiled without the possibility of being identified with any person.

### **N. Unduly Burdensome**

A FOIA request may be considered unduly burdensome if:

1. It calls for all records falling within a category, there is no way to narrow the request, and the burden on the public body of responding outweighs the public interest in the information.
2. Repeated requests have been received from the same person for the same records that are unchanged or identical to records previously provided or properly denied under FOIA.

### **O. Unwarranted Invasion of Personal Privacy**

The disclosure of information that is highly personal or objectionable to a reasonable person, and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information.

Information that bears on the public duties of public employees and officials is not considered an invasion of personal privacy.

## **SECTION 2. FOIA OFFICERS**

### **A. Designation of FOIA Officers**

The Executive Director and the Executive Secretary are designated as the Agency's Freedom of Information Act ("FOIA") Officers, who will be referred to as the "FOIA Officer" in these procedures. The term "FOIA Officer" shall also include the FOIA Officer's designees, as appropriate.

### **B. Responsibilities of FOIA Officer, Generally**

#### **1. Summary of duties**

The FOIA Officer shall receive requests for records submitted by members of the public, shall ensure that the Cooperative responds to records requests in a timely manner, and shall perform other responsibilities as delineated in these Administrative Procedures.

**FOIA Forms 1 through 7** appended to these Administrative Procedures shall be used whenever possible to facilitate processing of requests for public records, and compliance with the FOIA.

#### **2. Requests to inspect / copy records to be made in writing to FOIA Officer**

The FOIA Officer shall require records requests to be made in writing, and shall encourage (but may not require) the requester to use **FOIA Form 3** for that purpose. Written requests may be submitted to the Agency by personal delivery, mail, facsimile, or other available means.

Public records shall be made available for inspection or copying only during regular business hours at the Agency's administrative office.

All requests for inspection and copying received by the Cooperative shall immediately be forwarded to the FOIA Officer, who shall communicate with the Agency's officers and employees as needed to ensure that any request for public records is routed in this manner.

#### **3. Steps to document receipt and processing of records requests**

On receiving a written request to inspect and/or copy public records, the FOIA Officer shall:

- a. Note the date on which the Agency received the written request;
- b. Compute the date on which the period for response will expire and note that date on the written request;
- c. Maintain an electronic or paper copy of the request, including all documents submitted with the request;
- d. Create a file for the retention of the original request and a copy of the Agency's response and of all written communications with the requester, as well as a record of all other communications related to the request.

#### **4. Processing of records requests**

The FOIA Officer shall process requests for public records in accordance with Sections 4 through 12 of these Administrative Procedures.

#### **5. Completion of Illinois Attorney General's training course; annual training**

Each designated FOIA Officer shall successfully complete an electronic training curriculum provided by the Illinois Attorney General's Public Access Counselor shall within 30 days of his or her appointment (or by July 1, 2010, in the case of the FOIA Officer appointed by the Cooperative to serve effective on January 1, 2010), and shall successfully complete an annual training program.

The FOIA Officer shall document compliance with these training requirements.

### **SECTION 3. GENERAL NOTICES TO PUBLIC REQUIRED BY FOIA**

The Cooperative shall prominently display at its administrative office, post on its website, make available for inspection and copying, and send through the mail if requested, each of the following:

#### **A. Description of Agency**

This shall consist of a brief description of the Cooperative, including a short summary of its purpose, block diagram of its functional subdivisions, total amount of its operating budget, number and location of its separate offices, approximate number of full and part-time employees, and identification and membership of any advisory board, commission, or committee.

**B. Types of public records maintained by the Agency, including records that the Agency will disclose immediately upon request.**

*See FOIA Form 1*, which the FOIA Officer shall review and supplement as may be needed from time to time.

**C. Description of procedure for submitting FOIA requests**

In addition to briefly describing the procedure for making FOIA requests, this document should include a directory designating the FOIA Officer(s), the address to which requests for public records should be directed, and information about copying fees which may be charged. *See FOIA Form 2.*

The FOIA Officer shall be responsible to ensure that the Agency is in compliance with the requirements of this Section 3.

**SECTION 4. COPYING FEES; REQUESTS FOR FEE WAIVER OR REDUCTION**

**A. Copies and certification of records, generally**

The charge for copies of records shall be 15 cents per page for black and white, standard-sized copies, except that no fees shall be charged for the first 50 pages. If the Agency provides copies in color or in a size other than letter or legal, it shall charge its actual cost for reproducing the records. The calculation of actual cost shall not include the costs of any search for and review of the records or other personnel costs associated with reproducing the records.

**B. Records in electronic format**

When a person requests a copy of a record maintained in an electronic format, the Agency shall furnish it in the electronic format specified by the requester, if feasible. If this is not feasible, then the Agency shall furnish the record in the format in which it is maintained, or in paper format at the requester's option. The Agency shall charge the requester the actual cost of purchasing the recording medium, whether disc, diskette, tape, or other medium.

Except as otherwise provided by law, fees for copies of public records furnished in a paper format shall not apply to such records if furnished in electronic format.

### **C. Requests for waiver or reduction of copying fees**

The FOIA Officer shall determine, on a case-by-case basis, whether documents shall be furnished to a FOIA requester without charge or at a reduced charge, upon request, when it is in the public interest to do so and when the records request is not for the principal purpose of personal or commercial benefit. See Section 1 of these Administrative Procedures (definition of “Public Interest Purpose”) and **FOIA Form 3**. In setting the amount of the waiver or fee reduction, the FOIA Officer may consider the amount of materials requested and the cost of copying them.

## **SECTION 5. TIME PERIODS FOR RESPONSE TO RECORDS REQUESTS**

### **A. Generally: five business days to respond**

Except as provided in Section 7 below (concerning requests for commercial purposes), the Agency shall either comply with or deny a request for public records within five business days after its receipt of the request, unless the time for response is properly extended as described in Section 5.C. below. Any denial shall be in writing, specifying the responsive documents which are being withheld, the exemption(s) being asserted to support non-disclosure, and factual and legal basis for the denial.

**FOIA Forms 4, 5 and 6** are designed to facilitate compliance with FOIA’s requirements for responses to records requests, and may be used singly or in combination, as may be appropriate, to notify the requester of the Agency’s response.

***An Appendix listing the exemptions of primary relevance provided for in the FOIA is included at the end of these Administrative Procedures. Consultation with legal counsel is recommended prior to asserting exemptions in the course of responding to a FOIA request.***

Exemptions asserted under FOIA Section 7(1)(c) and / or FOIA Section 7(1)(f) shall be processed using **FOIA Form 6**, in consultation with counsel as may be appropriate, and shall be subject to the review process described in Section 12 of these Administrative Procedures.

### **B. Consequences of untimely response**

1. The Agency will be deemed to have denied a records request if, within five business days of receiving the request, it fails to do one or more of the

following: comply with a written request, notify the requester that the Agency is extending the time for response, and/or deny the request in writing.

2. If the Agency fails to respond to a request within the requisite periods in this Section, but thereafter provides the requester with copies of the requested public records, the Agency shall not impose copying fees for the records.
3. The Agency shall not treat a records request as unduly burdensome, if it fails to respond to the request within the time period required by the FOIA.

### **C. Extension of time for response**

The Cooperative may extend the time period for response by not more than five business days from the original due date, for one or more of the following reasons:

1. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;
2. The request requires the collection of a substantial number of specified records;
3. The request has been made in categorical terms and requires an extensive search for the records responsive to it;
4. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;
5. The requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if they are exempt from disclosure under FOIA, or should be disclosed only with appropriate deletions;
6. The request for records cannot be complied with in five business days without unduly burdening or interfering with the operations of the Agency;
7. The Agency needs to consult with another public body or among two or more components of a public body having a substantial interest in the determination or in the subject matter of the request.

When additional time is required for any of the above reasons, the Agency shall, within five business days after receipt of the request, notify the FOIA requester of the reasons for the extension and the date by which the response will be forthcoming. **See FOIA Form 7** which should be used to provide such notice.

Form 7 concludes with an (optional) invitation to the requester to consider consenting to a longer period for response, as allowed by FOIA, and asks the requester to contact the FOIA Officer if the requester is willing to agree to a longer period for response. *In any case in which agreement is reached regarding a longer period for response, the FOIA Officer shall promptly confirm such agreement to the requester in writing.*

## **SECTION 6. UNDULY BURDENSOME REQUESTS**

The Cooperative shall comply with requests which call for all records falling within a category, unless compliance would be unduly burdensome and there is no way to narrow the request. Before invoking this exemption, the Agency shall allow the FOIA requester an opportunity to reduce the request to manageable proportions. **See FOIA Form 7.**

If the conditions described above are met and the Agency responds to a categorical request by stating that compliance would unduly burden its operations, the Agency shall do so in writing, specifying the reasons why it would be unduly burdensome and the extent to which compliance will so burden the operations of the Agency. Such a response shall be treated as a denial of the request for information.

Repeated requests from the same person for the same records that are unchanged or identical to records previously provided or properly denied by the Agency shall be deemed unduly burdensome.

## **SECTION 7. RECORDS REQUESTS FOR COMMERCIAL PURPOSES**

### **A. Written confirmation of commercial purpose may be requested**

All FOIA requests made for commercial purposes shall be submitted in writing on the Agency's standard FOIA request form (**see FOIA Form 3**), and shall disclose that the request is being made for a commercial purpose. It is a violation of the FOIA for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose.

## **B. Time period of 21 days for response to commercial purposes requests**

The Agency shall respond to a request for records to be used for a commercial purpose within 21 business days after receipt, unless the requester agrees to a specified longer period for response. Any such agreement must be confirmed in writing.

## **C. Content of response**

The response shall:

1. Provide an estimate of the time the Agency will require to provide the requested records requested and an estimate of the fees to be charged, which the Agency may require the person to pay in full before copying the requested documents;
2. Deny the request pursuant to one or more of the exemptions provided for in the FOIA (after consultation with legal counsel, as may be appropriate);
3. Notify the requester that the request is unduly burdensome and extend an opportunity to attempt to reduce the request to manageable proportions (see **FOIA Form 7**); and/or
4. Provide the records requested.

Unless the records are exempt from disclosure, the Agency shall comply with a request within a reasonable period considering the size and complexity of the request, and giving priority to records requests made for non-commercial purposes. The time periods for compliance or denial of a request to inspect or copy records set out in these Administrative Procedures shall not apply to requests for records made for a commercial purpose.

## **SECTION 8. PRODUCING RECORDS WITH EXEMPT INFORMATION REDACTED**

In consultation with legal counsel as may be appropriate, the Agency shall redact from public records which it makes available for inspection or copying, all information that is exempt from disclosure under the FOIA, as amended. The Agency's response shall identify the exemptions based on which the redacted information has been withheld.

## **SECTION 9. PROCEDURES FOR DENIAL OR PARTIAL DENIAL OF REQUEST**

### **A. Denials, generally**

When denying a request for public records in whole or part, the Cooperative shall notify the requester in writing of the decision to deny the request; the reasons for the denial, including an explanation of the factual basis for the denial, exemptions invoked, and other legal authority for the denial. The notice shall also state the names and titles or positions of each person responsible for the denial.

Each notice of denial shall also inform the requester of the right to review by the Public Access Counselor and provide the address and phone number for the Public Access Counselor. Each notice of denial also shall inform such person of his right to judicial review under the FOIA. **See FOIA Form 5.**

### **B. Record of denials of FOIA requests**

Copies of all notices of denial shall be retained by the Cooperative, shall be open to the public, and shall be indexed according to the type of exemption asserted and, to the extent feasible, according to the types of records requested.

## **SECTION 10. REVIEW BY THE PUBLIC ACCESS COUNSELOR**

### **A. Procedure on notice of a request for review by the PAC**

On receiving notice of a request for review from the Illinois Attorney General's Public Access Counselor (PAC), the Cooperative shall within seven business days provide copies of records requested by and shall otherwise fully cooperate with the PAC. The Agency shall also answer the allegations of the request for review. The answer may take the form of a letter, brief, or memorandum. The Agency may furnish affidavits or other records concerning any matter germane to the review.

### **B. Procedure on receipt of binding opinion from PAC**

On receipt of a timely issued binding opinion from the Public Access Counselor concluding that a violation of the FOIA has occurred, the Cooperative shall either take action immediately to comply with the directive of the opinion, or in the alternative file a complaint for administrative review of the opinion in the circuit court of either Cook or Sangamon County as specified in the FOIA.

The Agency shall be immune from liability for any disclosure of records in compliance with an opinion of the Attorney General.

## **SECTION 11. AGENCY'S RIGHT TO REQUEST OPINION FROM THE PAC**

At the direction of the Board of Directors, the Board President or legal counsel may submit a written request to the Public Access Counselor for an advisory opinion on a matter germane to the inspection or release of public records. The written request shall contain sufficient facts from which a determination can be made. If the Agency obtains and relies in good faith on an advisory opinion of the Attorney General in responding to a request, it shall not be liable for penalties under the FOIA.

## **SECTION 12. ASSERTING "PRIVACY" AND "PRELIMINARY DRAFTS" EXEMPTIONS**

### **A. Notice of intent to assert exemptions**

If the Cooperative intends to assert that certain records are exempt under Section 7(1)(c) (pertaining to records, disclosure of which would result in an unwarranted invasion of personal privacy) or 7(1)(f) of FOIA (pertaining to preliminary policy drafts), the Agency shall, within the time periods for responding to a request, provide written notice to the FOIA requester and to the Public Access Counselor of its intent to deny the request in whole or in part on such grounds.

### **B. Content of notice**

The notice shall include:

1. A copy of the request for access to records;
2. A copy of the Agency's proposed response; and
3. A detailed summary of the basis for asserting the exemption.

### **C. PAC determination as to whether further inquiry is warranted**

If the PAC determines that further inquiry is warranted, based on the Agency's assertions, the procedures set out in Section 10 above regarding the PAC's review of denials, including the production of documents, shall also apply to the inquiry and resolution of the Agency's notice of intent to deny a request in whole or part based on FOIA Section 7(1)(c) or 7(1)(f).

The time within which the Cooperative is required to respond to or comply with the FOIA request is tolled (stops running) during the PAC's review of whether the agency may assert the exemptions.

# # #

## **APPENDIX A: FOIA EXEMPTIONS OF PRIMARY RELEVANCE**

FOIA expressly presumes that all records in the custody or possession of a public body are open to inspection and copying, and a public body which asserts a record is exempt from disclosure must prove the exemption by clear and convincing evidence.

FOIA requires that public records which contain exempt information must be available for inspection and copying, but permits the public body to redact the exempt information. The public body must identify the exemptions which permit the redactions.

Unless the applicability of a FOIA exemption or exemptions is clear, consultation with legal counsel is recommended when the agency contemplates denying a request in reliance on one or more FOIA exemptions.

FOIA exemptions are split into two categories: general exemptions and statutory exemptions.

### **A. General Exemptions**

FOIA Section 7(1) provides 24 exemptions relating to general categories of information which may be withheld from disclosure.

General exemptions of primary importance to public educational entities include:

1. Section 7(1)(a) – Information specifically prohibited from disclosure by federal or state law, rules or regulations;
2. Section 7(1)(b) – “Private information,” as defined in FOIA Section 2(c-5) to include “unique identifiers” such as an individual’s:
  - a. Social security number
  - b. Driver’s license number
  - c. Employee identification number
  - d. Biometric identifiers
  - e. Personal financial information
  - f. Passwords or other access codes

- g. Medical records
  - h. Home or personal telephone numbers
  - i. Personal electronic mail addresses
  - j. Home addresses, except where provided by law
  - k. License plate numbers, except where provided by law
3. Section 7(1)(c) – Personal information contained in public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless disclosure is consented to in writing by the individual subjects of the information.

Note: The disclosure of information that bears on the public duties of public officials shall not be considered an invasion of personal privacy.

4. Section 7(1)(d) – Records in the possession of any public body created in the course of administrative enforcement proceedings, subject to additional conditions set out in this section.
5. Section 7(1)(f) – Preliminary drafts, notes or memoranda in which opinions are expressed or policies/actions are formulated, except when a specific record is publicly cited and identified by the head of the public body.
6. Section 7(1)(g) – Trade secrets and commercial or financial information obtained from a person or business, when such information has been furnished to the public body under a claim that it is proprietary, privileged, or confidential and that disclosure of the information would cause competitive harm to the person or business.
7. Section 7(1)(h) – Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contract or agreement with the body, until an award or final selection is made. Information prepared by or for the public body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

8. Section 7(1)(i) – Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss.
9. Section 7(1)(j) – Enumerated types of information pertaining to educational matters, including:
  - a. Test questions, scoring keys, and examination data;
  - b. Information received by an educational entity under its procedures for the evaluation of faculty members by their academic peers;
  - c. Information concerning an educational entity's adjudication of student disciplinary cases, to the extent that disclosure would unavoidably reveal the student's identity; and
  - d. Course or research materials used by faculty members.
10. Section 7(1)(k) – Architects' plans, engineers' technical submissions, and other construction-related technical documents for projects without regard to whether such projects were constructed or developed with public funds, to the extent that disclosure would compromise security.
11. Section 7(1)(l) – Minutes of meetings of public bodies which are closed to the public under the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.
12. Section 7(1)(m) – Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared by or for the public body in anticipation of a criminal, civil, or administrative proceeding at the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.
13. Section 7(1)(n) – Records relating to the adjudication of employee grievances or disciplinary cases; however, this exemption does not extend to the final outcome of cases in which discipline is imposed.

14. Section 7(1)(o) – Administrative or technical information associated with automated data processing operations, including but not limited to software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under the Section.
15. Section 7(1)(p) – Records relating to collective negotiating matters between a public body and its employees, except that any final contract or agreement shall be subject to inspection and copying.
16. Section 7(1)(q) – Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.
17. Section 7(1)(r) – The records, documents and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents and information relating to a real estate sale shall be exempt until a sale is consummated.
18. Section 7(1)(s) – Proprietary information and records related to the operation of an intergovernmental risk management association, self-insurance pool, or jointly self-administered health and accident cooperative pool.
19. Section 7(1)(v) – Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

## **B. Exemptions Related to Other Statutes**

FOIA Section 7.5 provides 14 exemptions related to enumerated Illinois statutes.

Statutory exemptions of primary importance to public educational entities include:

1. Section 7.5(b) – Library circulation and order records identifying library users with specific materials, prohibited from disclosure under the Library Records Confidentiality Act.
2. Section 7.5(q) – Information which the Personnel Records Review Act prohibits from disclosure.
3. Section 7.5(f) – Firm performance evaluations under Section 55 of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act.
4. Section 7.5(r) – Information which the Illinois School Student Records Act prohibits from disclosure.

## **APPENDIX B: MODEL FOIA FORMS**

### **Index of Model Forms**

FOIA Form 1 – Types of Public Records Maintained by the Agency

FOIA Form 2 – Notice of Procedure for Requesting Records

FOIA Form 3 – Request to Inspect and/or Copy Records

FOIA Form 4 – Notice For Records Inspection and/or Copying

FOIA Form 5 – Notice of Denial or Partial Denial of Records Request

FOIA Form 6 – Notice of Intent to Deny Records Request Based on Certain  
Exemptions

FOIA Form 7 – Notice of Need for Additional Time to Respond to Records Request

**TYPES OF PUBLIC RECORDS MAINTAINED BY THE AGENCY\***

The types of public records maintained by the SRA and available for inspection include the following:

**GENERAL**

- Board meeting schedules\*
- Board minutes and resolutions\*
- Board policies and administrative procedures\*
- Legal notices
- Employee names, titles, and dates of employment
- Official bonds
- Records of agency ownership of real or personal property
- Contracts
- Contractors' records of their employees on public works of the agency
- School Report Cards\*

**FINANCIAL**

- Annual budgets\*
- Tax levies\*
- Audit reports\*
- Bills or invoices issued and received by Agency
- Receipts for revenue

Note:

Exemptions under the Illinois Freedom of Information Act may allow non-disclosure of some parts of public records maintained by the Agency.

\* Asterisked items describe types of records which will be made available immediately upon request.

**NOTICE OF PROCEDURE FOR REQUESTING RECORDS**

Requests for public records must be in writing and may be submitted on FOIA Form 3, available at:

Eisenhower Cooperative

5318 W. 135<sup>th</sup> Street

Crestwood, IL 60445

[www.eisencoop.org](http://www.eisencoop.org)

Requests for records should be directed to:

Dr. Susan Ireland, Executive Director at the address indicated above

No fees shall be charged for the first 50 pages of black and white, letter or legal sized copies requested. After the first 50 pages, the fee for black and white, letter or legal sized copies shall be 15¢ per page. Actual cost will be charged for other documents not of standard size and for the recording medium (e.g. compact disk, tape, DVD). The Cooperative may waive or reduce fees if the person requesting the records states the specific purpose for the request and indicates that a waiver or reduction of fees is in the public interest.

**REQUEST TO INSPECT AND/OR COPY RECORDS**

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

To: Dr. Susan Ireland, Freedom of Information Officer

Eisenhower Cooperative

5318 W. 135<sup>th</sup> Street, Crestwood, IL 60445

708-389-7580 (phone)

708-389-7584 (fax)

sireland@eisencoop.org

I hereby request to inspect  copy\*  the following records:  
*(Please describe requested records as specifically as possible, attaching additional page if necessary.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* There is no copying fee for the first 50 black and white standard-sized copies. The fee for additional copies is 15¢ per page. Actual cost will be charged for copies of documents not of standard size, and for the recording medium (e.g., compact disk, tape, DVD), when applicable.

Is this request for a commercial purpose?  Yes  No

Are you requesting a waiver or reduction of copying fees?  Yes  No

If yes, what is the purpose of this request? \_\_\_\_\_  
\_\_\_\_\_

**DO NOT WRITE IN THIS SPACE**  
  
\_\_\_\_\_  
DATE RECEIVED BY AGENCY

\_\_\_\_\_  
Requester's (Printed) Name

\_\_\_\_\_  
Requester's Signature  
[Address] \_\_\_\_\_

[Phone Number] \_\_\_\_\_

[E-mail Address] \_\_\_\_\_

**NOTICE FOR RECORDS INSPECTION AND/OR COPYING**

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

To: [Requester] \_\_\_\_\_

[Address] \_\_\_\_\_

[Address] \_\_\_\_\_

This will confirm the receipt on [date of receipt] of your request dated \_\_\_\_\_ to inspect and/or copy the record(s) described in that request.

The following record(s) responsive to your request are posted and may be reviewed on and downloaded from the Agency's website at [www. \\_\\_\\_\\_\\_](#) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following additional record(s) responsive to your request may be inspected and/or copied during business hours at \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please contact me to schedule your visit to inspect and/or copy the records, or if you have any questions.

Dr. Susan Ireland

Freedom of Information Officer

Eisenhower Cooperative

5318 W. 135<sup>th</sup> Street,

Crestwood, IL 60445

708-389-7580

sireland@eisencoop.org FOIA



The name of the person responsible for the denial is [*Name and Title*].

You may ask the Illinois Attorney General's Public Access Counselor (PAC) to review this decision concerning your records request, by submitting a Request for Review to the PAC by electronic mail or U.S. Mail within 60 days after this denial or partial denial of your request. A Request for Review by the PAC should be directed to:

Public Access Bureau  
Office of the Attorney General  
500 S. 2nd Street  
Springfield, Illinois 62706  
[publicaccess@atg.state.il.us](mailto:publicaccess@atg.state.il.us)

The PAC's telephone number is (217) 558-0486.

You also have the right to administrative review by a court of law pursuant to Section 11 of the Illinois Freedom of Information Act.

Contact Information for FOIA Officer:

Dr. Susan Ireland  
Eisenhower Cooperative  
5318 W. 135<sup>th</sup> Street  
Crestwood, IL 60445  
708-389-7580  
sireland@eisencoop.org

Enclosure: Explanation of Factual Basis and Legal Authority for Denial

**NOTICE OF INTENT TO DENY RECORDS REQUEST  
BASED ON CERTAIN STATUTORY EXEMPTIONS**

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

To: [Requester] \_\_\_\_\_

[Address] \_\_\_\_\_

[Address] \_\_\_\_\_

This will confirm receipt on [date of receipt] of your request dated \_\_\_\_\_ to inspect and/or copy the records described in that request.

Please be advised that the Agency intends to deny your request as to certain of the responsive records involved, for the reason that they are exempt under from inspection and copying under one or both of the following sections of the Illinois Freedom of Information Act ("FOIA"):

Section 7(1)(c) – pertaining to records, the disclosure of which would result in an unwarranted invasion of personal privacy

Section 7(1)(f) – pertaining to preliminary policy drafts

The records involved are listed in the Detailed Summary of Basis for Asserting Exemption(s) which is enclosed with this Notice.

A copy of this Notice has been provided to the Illinois Attorney General's Public Access Counselor (PAC) as required by the FOIA. Within five (5) working days after receipt of this Notice, the PAC will notify you whether further inquiry is warranted. The time within which the Agency is required to respond to your request is tolled (stops running) during the PAC's review of whether the Agency may assert the exemption(s).

Dr. Susan Ireland

Freedom of Information Officer

Eisenhower Cooperative

5318 W. 135<sup>th</sup> Street, Crestwood, IL 60445

708-389-7580

[sireland@eisencoop.org](mailto:sireland@eisencoop.org)

Enclosure: Detailed Summary of Basis for Asserting Exemption(s)

**NOTICE OF NEED FOR ADDITIONAL TIME TO RESPOND TO RECORDS REQUEST**

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

To: [Requester][Address][Address]

This will confirm receipt on [date of receipt] of your request dated \_\_\_\_\_ to inspect and/or copy the record(s) described in that request.

Please be advised that the Agency is extending the time period for response by an additional five business days from the original due date of [ insert date which is five business days after date of receipt ].

We are unable to comply with the request within five business days of receipt because:

- \_\_\_ The requested record(s) are stored in whole or part in another location.
- \_\_\_ A substantial number of records must be collected.
- \_\_\_ The request has been made in categorical terms and an extensive search for records responsive to the request is required.
- \_\_\_ The requested record(s) have not been located in the course of routine search and additional efforts are being made to locate them.
- \_\_\_ The requested record(s) must be examined and evaluated by personnel having the necessary competence and discretion to determine if they are exempt from disclosure or should be disclosed only with appropriate deletions.
- \_\_\_ The request for records is made in categorical terms and cannot be complied with in five business days without unduly burdening the Agency's operations. *We hereby extend an opportunity to you to reduce the request to manageable proportions. Please call the undersigned to discuss how we may work with you to accommodate your request.*
- \_\_\_ The Agency needs to consult with another public body or among two or more components of a public body having a substantial interest in the subject matter of the request.

A response will be provided on [insert date which is 10 business days after date of receipt], unless you agree to allow the [ insert name of public body ] to have until [insert preferred date of response] to respond, by contacting the undersigned at your earliest convenience. Your consent to this longer period for response would be appreciated.

Freedom of Information Officer Contact Information:

Dr. Susan Ireland  
Eisenhower Cooperative  
5318 W. 135<sup>th</sup> Street  
Crestwood, IL 60445  
708-389-7580  
sireland@eisencoop.org

## **General School Administration**

### **Goals and Objectives**

The administrative staff's primary functions are to manage the Cooperative and to facilitate the implementation of a quality educational program. The administrative staff is responsible for:

1. effectively and efficiently managing the Cooperative's programs and services;
2. providing educational expertise;
3. developing and maintaining channels for communication between the school and community;
4. developing an administrative procedures manual implementing Executive Board policy;
5. planning, organizing, implementing, and evaluating educational programs; and
6. meeting or exceeding student performance and academic improvement goals established by the Executive Board.

ADOPTED: March 21, 2000

## **Operational Services**

### **Fiscal and Business Management**

The Executive Director is responsible for the Cooperative's fiscal and business management. This responsibility includes annually preparing and presenting to the Executive Board, the Cooperative's statement of affairs and publishing it before December 1, as required by State law.

The Executive Director shall ensure the efficient and cost-effective operation of the Cooperative's business management through the use of computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the Cooperative's electronic network shall complete an *Authorization for Electronic Network Access*.

### **Budget Planning**

Each year, the Executive Board will adopt a proposed budget calendar, indicating dates for presentation by the Executive Director of receipts, estimates, preliminary expenditure recommendations by funds, and major Executive Board actions affecting the budget.

The Executive Director shall present to the Executive Board, no later than the first regular meeting in August, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the Cooperative's educational program. The Cooperative's budget shall be entered upon the Illinois State Board of Education's "Joint Agreement Budget Form."

### **Preliminary Adoption Procedures**

After receiving the Executive Director's proposed budget, the Administrative Agent will set:

1. The date, place, and time for a public hearing on the proposed budget;
2. The date, place, and time for the proposed budget to be available to the public for inspection.

The Executive Board Secretary shall make arrangements to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed and the public shall be invited to comment, question, or advise the Executive Board.

### **Final Adoption Procedures**

The Board of Education of the Administrative District shall adopt a budget before August 30 of each fiscal year. The adoption of the budget shall be by roll call vote. The resolution adopting the budget shall be incorporated into the meeting's official minutes. The Board of Education of the Administrative District members' names voting yea and nay shall be recorded in the minutes.

Budget Amendments

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

Implementation

The Executive Director is responsible for implementing the Cooperative's budget and shall provide the Executive Board with a monthly financial report which includes all deficit fund balances.

ADOPTED:            March 21, 2000

## **Operational Services**

### **Free and Reduced-Price Food Services**

#### Notice

The Superintendent of the District in which a Cooperative Program is housed shall be responsible for implementing the Cooperative's free and reduced-price food services policy.

#### Eligibility Criteria and Selection of Children

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Department of Agriculture and distributed by the Illinois State Board of Education.

#### Notification

At the beginning of each school year, by letter, the Cooperative Programs shall notify students and their parent(s)/guardian(s) of: (1) eligibility requirements for free and reduced-price food service, (2) its application process, and (3) other information required by federal law. The Superintendent of the District in which a Cooperative Program is housed shall provide the same information to informational media, the local unemployment office, and any major area employers contemplating layoffs. Parent(s)/guardian(s) enrolling a child in a Cooperative Program for the first time, any time during the school year, shall receive the eligibility information.

#### Non-discrimination Assurance

The Cooperative shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments which prevent identification of children receiving assistance.

#### Appeal From a Decision

A family may appeal the Cooperative's decision to deny an application for free and reduced-price food services or to terminate such services as outlined by the U.S. Department of Agriculture in 7 C.F.R. § 245.7, Determining Eligibility For Free and Reduced-Price Meals and Free Milk In Schools.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal.

The Cooperative Program shall maintain accurate and complete records showing the data and method used to determine the number of eligible students served free and reduced-price food services. These records shall be maintained for 3 years.

ADOPTED:            March 21, 2000

## **Operational Services**

### **Waiver of Student Fees**

The Board of Education of the District in which a Cooperative Program is housed adopts fees, if any, that will be charged for the use of textbooks, consumable materials, extracurricular activities, and other school fees. Students will pay for loss of school books or other school-owned materials.

Students shall not be denied educational services or academic credit due to the inability of parent(s)/guardian(s) to pay fees and charges.

Students whose parents are unable to afford student fees may receive a waiver of fees. However, these students are not exempt from charges for lost and damaged books, locks, materials, supplies, and equipment.

Applications for fee waivers may be submitted by a student's parent(s)/guardian(s) who have been assessed a fee on an application form available from the Program Principal.

A student shall be eligible for a fee waiver when:

1. The student is currently eligible for free lunches or breakfasts pursuant to 105 ILCS 125/1 et seq.; or
2. The student or student's family is currently receiving aid under Article IV of The Illinois Public Aid Code (Aid to Families with Dependent Children).

Additional consideration will be given by the Program Principal where one or more of the following factors are present:

- illness in the family;
- unusual expenses such as fire, flood, storm damage, etc.;
- seasonal unemployment;
- emergency situations;
- when one or more of the parent(s)/guardian(s) are involved in a work stoppage.

The parent(s)/guardian(s) shall submit written evidence of eligibility for waiver of the student's fee. A separate application form shall be submitted for each fee assessed to each student.

The Program Principal will notify the parent(s)/guardian(s) promptly as to whether the fee waiver request has been granted or denied. A Program Principal's denial of a fee waiver request may be appealed to the Executive Director by submitting the appeal in writing to the Executive Director within 14 days of the denial. The Executive Director or designee shall respond within 14 days of receipt of the appeal. The Executive Director's decision may be appealed to the Board of Education of the District in which a Cooperative Program is housed. The decision of the Board of Education of the District in which a Cooperative Program is housed is final and binding.

Questions regarding the fee waiver request process should be addressed to the Program Principal's office.

ADOPTED:            March 21, 2000

## **General Personnel**

### **Equal Employment Opportunity and Minority Recruitment**

The Cooperative shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Executive Director. Initiating a complaint shall not adversely affect the complainant's terms or conditions of employment.

### **Minority Recruitment**

The Cooperative will 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.

ADOPTED: March 21, 2000

## **General Personnel**

### **Sexual Harassment**

The Cooperative shall provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment as defined and otherwise prohibited by State and federal law.

Cooperative 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 which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

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

Employees should report claims of sexual harassment to the Executive Director. Employees may choose to report to a person of the employee's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

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.

ADOPTED:            March 21, 2000

## **General Personnel**

### **Drug- and Alcohol-Free Workplace**

All Cooperative workplaces are drug- and alcohol-free workplaces. All employees shall be prohibited from:

1. unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on Cooperative premises or while performing work for the Cooperative.
2. distribution, consumption, use, possession, or being under the influence of alcohol while on Cooperative premises or while performing work for the Cooperative.

For purposes of this policy a controlled substance is one 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 Cooperative policy respecting a drug- and alcohol-free workplace; and
2. notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the Cooperative premises or while performing work for the Cooperative, no later than 5 days after such a conviction.

In order to make employees aware of dangers of drug and alcohol abuse, the Cooperative will

1. provide each employee with a copy of the Cooperative Drug- and Alcohol-Free Workplace policy;
2. post notice of the Cooperative Drug- and Alcohol-Free Workplace 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 Cooperative employees;
5. establish a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace,
  - b. available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and

- c. the penalties that the Cooperative may impose employees for violations of this policy..

Cooperative Action Upon Violation of Policy

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

The Executive 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 Cooperative 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 the Cooperative receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

ADOPTED: March 29, 2000

## **General Personnel**

### **Abused and Neglected Child Reporting**

A Cooperative employee who has reasonable cause to suspect that a student may be an abused or neglected child shall report such a case to the Illinois Department of Children and Family Services. The employee shall notify the Executive Director or Program Principal that a report has been made. Any employee hired after July 1, 1986, shall sign a statement to the effect that the employee has knowledge and understanding of the reporting requirements of the Act.

ADOPTED:            March 21, 2000

## **General Personnel**

### **Staff Development Program**

The Cooperative will provide staff development opportunities through:

1. planned in-service programs, courses, seminars, and workshops offered within the Cooperative;
2. visits to other classrooms and schools, and attendance at conferences, workshops, and other meetings;
3. leaves of absence for advanced training and internships.

With the Executive Director's approval, staff members may be released with full pay to attend conventions, professional meetings and workshops, visit exemplary programs, and participate in other professional growth activities. At the time of approval, the Executive Director will indicate which expenses, if any, will be reimbursed by the Cooperative. After participation, a written report must be submitted to the Executive Director summarizing the activity's highlights.

With the Executive Director's approval, staff members may be released with full pay to serve as speakers, consultants, or resource persons outside the Cooperative. The staff member accepting such assignments may not accept any fee or honorarium other than a reasonable fee for preparation done outside of the working day. The employee or the institution receiving the services is responsible for travel, lodging, and meal expenses and for substitute costs if any are incurred.

### **Psychotropic or Psychostimulant Medication**

Inservice training of certified school personnel and administrators shall be conducted at least once every two years which includes training on current best practices regarding the identification and treatment of attention deficit disorder ("ADD") and attention deficit hyperactivity disorder ("ADHD"), the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children. The Executive Board authorizes the Executive Director or his/her designee to develop an inservice training program or programs and/or to identify outside training programs that meet these requirements.

ADOPTED: January 28, 2003

## General Personnel

### Ethics

All Cooperative 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 relationships with students, parents, staff members, and others.

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

1. Executive Director;
2. Principal;
3. Supervisor;
4. Any employee responsible for negotiating contracts, including collective bargaining agreement, in the amount of \$1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

### Ethics and Gift Ban

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

### Outside Employment and Conflict of Interest

No Cooperative employee shall be directly or indirectly interested in any contract, work, or business of the Cooperative, or in the sale of any article by or to the Cooperative, except when the employee is the author or developer of instructional materials listed with the 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 Cooperative nor shall an employee act as an agent of any business in any transaction with the Cooperative.

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.

Adopted 8/24/04

## General Personnel

### Administrative Procedure - Statement of Economic Interests for Employees

<b>Date</b>	<b>Action</b>
Upon initial employment	All employees who are required to file a <i>statement of economic interests</i> (see policy 5:120) must file such a <i>statement</i> upon initial employment (5 ILCS 420/4A-105).
On or before February 1, annually	Superintendent or designee shall certify to the appropriate county clerks a list of names and addresses of employees who are required to file a <i>statement of economic interests</i> (see policy 5:120). The list shall set out the names in alphabetical order by county of residence. The Superintendent or designee shall send the list to county clerks of the counties in which those employees reside, or if any employee resides outside of Illinois, to the county clerk of the county in which the Cooperative's principal office is located (5 ILCS 420/4A-106).
On or before April 1, annually	County clerk of each county shall notify employees whose names have been certified to him or her of the requirements for filing <i>statement of economic interests</i> (5 ILCS 420/4A-106).
On or before May 1, annually	All employees who are required to file a <i>statement of economic interests</i> (see policy 5:120) must file a <i>statement of economic interests</i> with the county clerk of the county in which the employee resides (5 ILCS 420/4A-106), unless he or she has already filed a <i>statement</i> in relation to the Cooperative within the calendar year (5 ILCS 420/4A-105).

## **General Personnel**

### **Limitations on Accepting Gifts**

No Cooperative employee or Executive Board member shall solicit or accept a gift that he or she has reason to believe is offered in an effort to influence his or her official position or employment. This ban applies to spouses of, and immediate family members living with, an Executive Board member or employee. The following are examples of acceptable gifts:

1. gifts from relatives or personal friends;
2. gifts from an employee or Executive Board member to an employee or Executive Board member;
3. gifts from students to teachers that have nominal value;
4. food, lodging, transportation, and other benefits:
  - resulting from outside business or employment activities, or
  - customarily provided by a prospective employer;
5. information or communication materials, such as books, articles, periodicals, audiotapes, or videotapes;
6. training (including food and refreshments);
7. personal hospitality;
8. free attendance at a widely attended forum, dinner, reception, or similar event if attendance is related to the individual's office or job;
9. commemorative items;
10. golf or tennis, food or refreshments of nominal value, and catered food or refreshments;
11. meals or beverages consumed on the premises from which they were purchased; and
12. any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

The Executive Director or designee is the Cooperative's Ethics Officer. The Ethics Officer shall serve as a resource to employees and Executive Board members regarding this policy. The Executive Board will serve as the Cooperative's Ethics Commission. In the event that any Executive Board member is personally involved in a matter being investigated, he or she shall not serve on the Commission during such investigation. The Cooperative's Ethics Commission shall have those powers and duties as described in the State Gift Ban Act for state-level ethics commissions, including the power to investigate complaints.

Anyone believing that this policy is or was violated is encouraged to file a complaint with the Cooperative Ethics Commission. The Commission will follow the procedures for handling

complaints given in the State Gift Ban Act. The Executive Board, as the ultimate jurisdictional authority, may take appropriate enforcement action, such as those described in the State Gift Ban Act.

Amended: October 29, 2002

ADOPTED: March 21, 2000

## **General Personnel**

### **Temporary Illness or Temporary Incapacity**

Temporary illness or temporary incapacity is an illness or other capacity of ill-being which renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, Cooperative-paid insurance programs, etc.) will be deducted from the Cooperative's compensation liability to the employee. The Executive Board's intent is that in no case will the employee who is temporarily disabled receive more than 100 percent of gross salary.

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

After 90 consecutive school days in a school term of illness or incapacity, or exhaustion of sick leave, whichever is greater, such illness or incapacity shall be considered a permanent disability and the Board of Education of the Administrative District may begin dismissal proceedings subject to the provisions of The School Code and the Americans with Disabilities Act.

ADOPTED:            March 21, 2000

## General Personnel

### General Personnel – Workers' Compensation

An employee injured on the job must immediately report the injury to his/her immediate supervisor.

Disabled employees who do not have any available sick leave during the period of disability will receive no compensation from the Cooperative. Disabled employees may collect wages from the Cooperative in one of the following ways, when and only if they have sick leave available during the period of disability:

1. Employees who are disabled less than four (4) working days will receive full pay from the Cooperative, and sick leave will be deducted from their accrued sick leave for each day equivalent to the number of days the employee was disabled.

NOTE: Workers' Compensation does not pay any salary benefits for absences of less than four (4) working days.

2. Employees who are disabled at least four (4) working days but less than fourteen (14) calendar days will receive from the Cooperative:
  - a. Full pay for the first three (3) disability days, and sick leave will be deducted from their accrued sick leave for each day, provided the employee has sufficient accumulated sick leave days; and
  - b. One-third (1/3) of their daily salary from the Cooperative for any working days missed between the third working day and the fourteenth calendar day.

Sick leave will be charged against the employee's accrued sick leave pursuant to the following schedule:

<u>Disability Day Number</u>	<u>Days of Sick Leave Charged</u>
4	1/3
5	1/3
6	1/3
7	1/3
8	1/3
9	1/3
10	1/3
11	1/3
12	1/3
13	1/3

NOTE: Workers' Compensation benefits include two-thirds (2/3) of an employee's daily salary for any disability days missed between the third working day and the fourteenth calendar day.

3. Employees who are disabled for more than 13 calendar days will receive one-third of their daily salary from the Cooperative for any working days missed from the first day of disability until the employee is no longer disabled or the employee runs out of sick leave. Sick leave will be charged pursuant to the following schedule:

<u>Disability Day Number</u>	<u>Days of Sick Leave Charged</u>
1	1/3
2	1/3
3	1/3
4	1/3
5	1/3
6	1/3
7	1/3
8	1/3
9	1/3
10	1/3
11	1/3
12	1/3
13	1/3

This progression of disability days and sick leave days charged continued until the employee has exhausted all sick leave, all personal days, all vacation days or is no longer disabled.

NOTE: Workers' Compensation benefits include two-thirds (2/3) of an employee's daily salary for the period of disability.

Exhaustion of Sick, Personal, and Vacation Time:

After all sick, personal, and vacation days are exhausted, the employee shall be paid by the Cooperative as an hourly employee with their payroll based on the hours worked in a two-week period. At this time, any future Workers' Compensation Benefits become the property of the employee.

Adopted April 24, 2007

## General Personnel

### Family and Medical Leave Policy of the Eisenhower Cooperative

It is the policy of the Executive Board of the Eisenhower Cooperative to comply with the provisions of the Federal Family and Medical Leave Act of 1993, as amended (the "FMLA") and the regulations promulgated thereunder. Employees are to be able to participate in early child rearing of their children, to care for family members with serious health conditions, to be absent from work due to their own serious illness, to care for an injured or ill covered servicemember or because of a qualifying exigency arising from a covered military member's active duty or order to active duty without being forced to choose between such family obligations and their job security. Accordingly, all eligible employees shall be entitled to a Family Medical Leave and/or Military Family Leave, on a gender neutral basis, provided the leave is taken in accordance with the following provisions.

#### **1. Eligible Employee:**

##### a. Generally

To be eligible for Family Medical Leave and/or Military Family Leave, an employee must:

- (1) have been employed by the Cooperative for at least twelve (12) months prior to the event giving rise to the need for leave (the 12 months need not be consecutive); and
- (2) have worked at least 1,250 hours during the twelve (12) month period immediately preceding the beginning of the leave. The Cooperative will presume that all full-time employees (that is, those employees who are scheduled to work no less than 6 hours a day for no less than 180 school-days in the twelve (12) month period preceding the beginning of the leave) meet this requirement.

##### b. Military Family Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a Covered Servicemember may be eligible to take up to twenty-six (26) weeks of leave in a single 12-month period to care for a Covered Servicemember with a serious illness or injury (hereinafter, "Military Family Leave").

- (1) **Covered Servicemember:** A "Covered Servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury incurred in the line of active duty.
- (3) **Next of Kin:** Unless another blood relative has been designated in writing by a Covered Servicemember, "next of kin" means the nearest blood relative other than the servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody by court decree or statute; brothers and sisters; grandparents; aunts and uncles; and first cousins.

2. **Purpose Of Leave:** Eligible employees shall be allowed Family Medical Leave for one or more of the following:
  - a. because of the birth of a child of the employee and in order to care for such child;
  - b. because a child has been placed with the employee in connection with adoption or foster care of a child by the employee;
  - c. in order to care for a family member (spouse, son, daughter or parent) of the employee who has a serious health condition;
  - d. because of a serious health condition that makes the employee unable to perform the functions of his/her position;
  - e. because of any “qualifying exigency” arising out of the active duty or call to active duty in the Reserves or National Guard in support of a contingency plan of the employee’s spouse, son, daughter or parent; and
  - f. to care for a Covered Servicemember provided that the Covered Servicemember’s injury or illness renders him or her medically unfit to perform duties of the member’s office, grade, rank or rating (hereinafter “Military Family Leave”).
  
3. **Qualifying Exigency:** A “qualifying exigency,” for purposes of this policy, includes one or more of the following exigencies:
  - a. short-notice deployment (for up to seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation);
  - b. attendance at military events and related activities;
  - c. leave for childcare and school activities as enumerated by the DOL Regulations (29 C.F.R. Section 825.126(a)(3));
  - d. to make or update financial or legal arrangements to address the covered military member’s absence while on active duty or call to active duty status or to act as the covered military member’s representative before a federal, state or local agency to obtain, arrange, or appeal military benefits while the covered military member is on active duty or call to active duty status;
  - e. to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or the covered military member’s child or stepchild, provided that the need for counseling arises from the active duty or call to active duty status of the covered military member;
  - f. to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment (for up to five days for each instance of rest and recuperation);

- g. to attend post-deployment activities and address issues arising from the death of a covered military member while on active duty status; and
- h. to address other events which arise out of the covered military member's active duty or call to active duty status provided that the Cooperative and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

**4. Term Of Leave:** For leave taken as set forth in Paragraphs 2(a)-(e), eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during the twelve (12) month period, beginning July 1 and ending June 30 each year. For leave taken as set forth in Paragraph 2(f), eligible employees shall be entitled to twenty-six (26) weeks in a single (12) month period, as set forth in Paragraph 1(b). The leave shall be unpaid unless paid leave is substituted per Section 6 below. Leave under this policy is subject to the following:

- a. the employee must state a qualifying reason and provide certification establishing a qualifying reason for the leave on the form provided by the Cooperative to allow the Cooperative to determine whether the purpose for the leave is one allowed under the Act. The Cooperative will generally notify the employee of whether the leave qualifies as FMLA or Military Family Leave within five (5) business days after it designates the leave as FMLA or Military Family Leave;
- b. the entitlement to leave because of the birth or placement of a child expires one (1) calendar year after the date of birth or placement;
- c. a husband and wife who are both employed by the Cooperative and are both eligible for leave, are only permitted to take a combined total twelve (12) weeks of leave during any twelve (12) month period if the leave is taken because of the birth or placement of a son or daughter, and are only permitted to take a combined total of twenty-six (26) weeks of Military Family Leave in a single 12-month period;
- d. leave may be taken on an intermittent basis (in separate blocks of time due to a single illness or injury) or reduced schedule (reducing the usual number of hours per week or per day) if:
  - medically necessary when the reason for the leave is a serious health condition as provided in Paragraph 2, Sections c. and d.,
  - because of "qualifying exigency" as provided in Paragraph 2, Section e., subject to the requirements and limitations set forth in the FMLA Regulations,
  - and for Military Family Leave, if medically necessary, as provided in Paragraph 2, Section f.

Leave may be taken on an intermittent basis or reduced schedule only with the Cooperative's approval when the purpose of the leave is the birth or placement of a child for adoption or foster care; and

- e. leave to care for a Covered Servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

5. **Notice Requirements:** When the leave is foreseeable, (i.e., based upon an expected birth or placement for adoption or foster care, planned medical treatment for the employee or the employee's seriously ill family member, Servicemember Family Leave or impending order to active duty), the employee is required to notify the Executive Director not less than thirty (30) days before the date the leave is to begin of the intention to take leave pursuant to this policy. If the circumstances (i.e., date of birth, planned treatment, or order to active duty) require the leave to begin in less than 30 days, the employee shall notify the Executive Director as soon as practicable. The employee shall make a reasonable effort to schedule any planned medical treatment so as not to unduly disrupt the Cooperative's operations, subject to the approval of the health care provider involved in administering the treatment. The Cooperative may deny an employee's leave request until at least 30 days after the date the employee provides notice of the intention to take leave for unreasonable failure to provide timely advance notice for foreseeable leaves.
  
6. **Substitution Of Paid Leave:** If the purpose for the leave is one for which sick leave may be used, any available paid vacation, personal or sick leave will be substituted for Family Medical Leave and Military Family Leave. Any substituted leave under this policy will count towards the employee's Family and Medical Leave and Military Family Leave entitlement. Employees will be paid for accrued leave only under the circumstances permitted by and in accordance with the requirements of the applicable paid leave use policy. Employees may use sick leave concurrently with FMLA leave only for that portion of the FMLA leave that the employee or member of the employee's immediate family or household is actually incapacitated. (*See School Code 105 ILCS 5/24-6 regarding use of sick leave.*)
  - a. If the employee requests or is required to use paid accrued leave and the Cooperative determines the purpose for the leave for a qualifying reason under this policy, the Cooperative will notify the employee that the paid leave must be utilized prior to any unpaid leave and will be counted against the employee's twelve (12) or twenty-six (26) weeks of leave granted under this policy. This notice shall be made before the leave begins or before a leave extension is granted, unless the Cooperative does not sufficient information to determine the reason for the leave until after the leave has begun.
  - b. Employees entitled to family leave who have less than twelve (12) workweeks (or twenty-six (26) workweeks when applicable) of accrued unused paid leave shall be entitled to the additional weeks of leave on an unpaid basis necessary to attain the total of twelve (12) or twenty-six (26) workweeks of leave granted under this policy.
  
7. **Medical Certification:** The Cooperative may require requests seeking leave to care for a seriously ill family member, because of the employee's own serious health condition or for Military Family Leave be supported by medical certification from the family member's, servicemember's, or the employee's health care provider on the Cooperative's form. For foreseeable leaves the certification shall be provided to the Executive Director within fifteen (15) calendar days from the date requested or as soon thereafter as practicable. For unforeseeable leaves, the employee is required to provide certification as soon as is practicable, under the particular circumstances, after the date the Cooperative requests such certification, and generally within five (5) business days of the request.

Where the Cooperative has reason to doubt the validity of a medical certification it may require the employee to obtain a second opinion, at the Cooperative's expense. The Cooperative shall select the health care provider to supply the second opinion. In cases where the medical opinions in the first and

second certifications conflict, the Cooperative may require the employee to obtain a third certification at the Cooperative's expense. The third health care provider shall be jointly selected by the Cooperative and the employee and their certification shall be final and binding upon both the Cooperative and the employee.

The Cooperative reserves the right to request certification at a later date in cases where it does not initially request medical certification to support the leave request but it later has reason to question the appropriateness or duration of the leave. The Cooperative may deny a leave request, for foreseeable leaves, or deny continuation of leave, for unforeseeable leaves, until the employee provides the required certification.

The Cooperative will require clarification or authentication of medical certification that is incomplete or insufficient, after identifying any deficiencies in writing and giving the employee seven (7) calendar days to cure any such deficiencies, in accordance with FMLA regulations.

- 8. Medical Recertification:** The Cooperative may request recertification at reasonable intervals, but not more often than once every thirty (30) days and may request recertification, regardless of the length of time since the last request, for the following reasons:
- a. when the employee requests a leave extension;
  - b. when the circumstances described by the original certification change significantly (i.e., the nature or duration of the illness changes significantly); and
  - c. when the Cooperative 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 Cooperative within fifteen (15) calendar days after its request.

The Cooperative may request recertification every six (6) months in connection with any absence by an employee needing intermittent or reduced schedule leave for conditions with a duration in excess of six (6) months.

- 9. Certification For Military Family Leave:** The Cooperative may require requests seeking leave due to a "qualifying exigency" be supported by certification issued at such time, including, but not limited to, a copy of the military orders necessitating the exigency leave. The Cooperative may also request documentation for purposes of establishing a family relationship for exigency leave and/or Military Family Leave.
- 10. Maintenance Of Health Benefits:** The Cooperative shall maintain the employee's group health plan coverage for the duration of leave taken pursuant to this policy on the same basis, at the same level and under the same conditions coverage would have been provided had the employee not taken the leave. The Cooperative and the employee shall continue to pay their respective applicable shares of the health care premiums during the duration of the leave as if the leave had not been taken. The Cooperative may recover its share of premium payments for any periods of unpaid leave from the employee if the employee fails to return to work after his or her leave entitlement has been exhausted. The Cooperative also may recover any portion of the premium it paid which the employee was obligated to

pay. If the employee substitutes paid leave for unpaid leave under this policy, their share of the health care premiums shall be paid by the method the Cooperative normally utilizes during any employee's paid leave. If the leave is unpaid, the employee shall pay their share of the premium, by payroll deduction if feasible and if not possible then the employee shall pay the premium by or on the 20<sup>th</sup> day of each month.

- 11. Return To Employment:** At the end of the leave period taken pursuant to this policy, the employee shall be returned to the position held immediately prior to taking the leave, except for key employees under the circumstance set forth below. If that position is unavailable, the Cooperative shall return the employee to an available position the employee is qualified to hold with equivalent pay and benefits and other terms and conditions of employment. The right to reinstatement ceases and the employment relationship between the employee and the Cooperative will be deemed terminated if the employee unequivocally informs the Cooperative of their intent not to return to their employment at the end of the leave period.

For key employees (a salaried FMLA eligible employee who is among the highest paid 10% of all the employees [salaried and unsalaried; eligible and ineligible] the Cooperative may deny reinstatement under the following circumstances:

- a. the employee has been notified, in writing, either when leave is requested or when leave begins that they qualify as a key employee and as such the possibility exists that they will not be reinstated at the end of the leave;
- b. the Cooperative determines the denial is necessary to prevent substantial and grievous economic injury to the Cooperative's operations;
- c. the Cooperative notifies the key employee of its intent not to reinstate the employee on this basis; and
- d. in cases where the key employee begins the leave and elects not to return to employment after receiving notice from the Cooperative of its intent not to reinstate the employee.

The Cooperative may require an employee returning to work from his or her own serious health condition to submit a fitness for duty certification from his or her health care provider certifying that the employee is able to perform the essential functions of his or her job. The Cooperative will provide the employee a list of the essential job functions for purposes of the fitness for duty certification. The cost of the fitness for duty certification will be borne by the employee. The Cooperative may deny the employee's return to work until the certification is submitted.

- 12. Implementing Procedures:** The Cooperative may develop procedural guidelines to implement this policy consistent with the Family and Medical Leave Act.

## **Professional Personnel**

### **Certification**

Each certified staff member must have a current Illinois certificate which legally qualifies him or her for the duties for which he or she is employed. The staff member shall be responsible for securing and maintaining a valid certificate.

Each teacher shall have a valid proof of certification and a current receipt showing certificate registration in the Cooperative's administrative office no later than the end of the first week of school, each school year. On or before each July 1, each teacher must have a complete, up-to-date set of college transcripts, including any new credits, on file with the Executive Director. The teacher shall notify the Executive Director of a certification change within 30 days after it has occurred.

ADOPTED:            March 21, 2000

## **Educational Support Personnel**

### **Employment At-Will, Compensation, and Assignment**

#### Employment At-Will

Unless otherwise specifically provided, Cooperative employment is at-will, meaning that employment may be terminated by the Cooperative or employee at any time for any reason or no reason at all. A dismissal for reduction in force requires 30 days notice before the employee is removed or dismissed. For the purposes of reduction in force, educational support personnel are granted seniority and recall rights within their respective categories of position. Nothing in Executive Board policy is intended or should be construed as altering the employment at-will relationship.

#### Compensation and Assignment

The Executive Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. Educational support personnel are paid every 2 weeks. The Executive Director is authorized to make assignments and transfers of educational support personnel.

ADOPTED:            March 21, 2000

## **Educational Support Personnel**

### **Employment Termination and Suspensions**

#### **Resignation and Retirement**

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

#### **Non-RIF Dismissal**

The Cooperative may terminate an at-will employee at any time. The Executive Director or supervisor may recommend an employee's discharge subject to the Executive Board's approval.

#### **Reduction In Force and Recall**

The Executive Board shall use a seniority list to determine the order of dismissal if it reduces educational support personnel or discontinues some type of educational support service. The seniority list, categorized by positions, shall show the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefor. Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category of position provided they are qualified to hold such positions.

#### **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 third business day 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 Cooperative. A disciplinary suspension shall be with pay (1) when the employee is exempt from the overtime provisions of the federal wage and hour laws, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

ADOPTED: March 21, 2000

## **Educational Support Personnel**

### **Schedules and Employment Year**

#### **Twelve-Month Employees**

Twelve-month employees work daily (Monday through Friday) except holidays and earned vacation time.

Administrative office personnel work a 37.5-hour week with the individual time schedule developed by the supervisor and subject to the Cooperative's needs.

#### **Ten-Month Employees**

Ten-month employees work 10 working days before and after the school calendar.

On days when school sessions are canceled due to emergency situations and certificated personnel are not required to report for work, ten-month employees will not be required to work.

School secretaries work a 37.5-hour week, with the individual time schedule developed by the Program Principal. During the school calendar year, there may occur certain modifications of the school secretaries' work schedule, subject to building needs as determined by the Program Principal.

#### **School Year Employees**

School year employees work the school calendar year unless otherwise specified. Classroom aides work a schedule subject to building needs as determined by the Program Principal.

#### **Temporary and Hourly Employees**

Work as needed and approved by Program Principal.

#### **Administrators and Supervisory Staff**

The work day and work year for supervisory staff shall be similar to other personnel except that supervisory personnel are employed for specific tasks and such personnel are expected to work beyond the regular work day in order to accomplish such tasks when necessary. No additional remuneration shall be provided for such work.

#### **Meal Break**

Employees who work at least 7.5 hours shall receive a 30 minute duty-free meal break which begins within the first 5 hours of the employee's work day.

ADOPTED:            March 21, 2000

## **Educational Support Personnel**

### **Compensatory Time-Off**

A non-exempt employee works overtime whenever the employee works more than 40 hours during a single work week. Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Overtime will not be allowed without prior authorization from the employee's immediate supervisor.

Regular employees may accumulate a maximum of 240 hours of compensatory time, which represents compensation for 160 hours of overtime. Employees whose work regularly includes public safety, emergency response, or seasonal activities may accumulate a maximum of 480 hours of compensatory time, which represents compensation for 320 hours of overtime.

An employee who has accrued the maximum number of compensatory hours will be paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay.

An employee who has accrued compensatory time shall be permitted to use such time in at least half-day components if such requests do not unduly disrupt the operations of the Cooperative. All requests for compensatory time must be approved by the employee's supervisor.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. the average regular rate received by such employee during the last three years of employment; or
2. the final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

ADOPTED: March 21, 2000

## **Educational Support Personnel**

### **Evaluation**

Each educational support staff member's job performance shall be evaluated by his/her Program Principal or designee. The evaluation process includes scheduled bi-annual evaluations, on forms applicable to the job classification, and day-to-day appraisals.

Program Principal or designee shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed with the Executive Director.

As appropriate, the Program Principal or designee should discuss job performance issues that require attention with employees.

ADOPTED: March 21, 2000

## Educational Support Personnel

### Sick Days, Vacation, Holidays, and Leaves

#### Sick Days

Full or part-time educational support personnel who work at least 600 hours per year receive 13 paid sick leave days per year. All instructional assistants will receive 13 days of sick leave, 2 of which may be used as personal leave. Part-time employees will receive sick day pay equivalent to their regular work day. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.

Sick leave includes personal illness, or as may be deemed necessary in other cases, quarantine at home, or serious illness, or death in the immediate family. The Executive Director and/or designee shall monitor the use of sick leave.

After 3 days absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's or a spiritual adviser's certificate of treatment as a basis for pay.

#### Vacation

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>	
Six month service by July 1st	End of year 1	5 Days
Beginning of year 1	End of year 8	10 Days
Beginning of year 9	End of year 15	15 Days
Beginning of year 16	End of year 25	20 Days
Beginning of year 26		25 Days

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Executive Director will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

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### Holidays

Cooperative employees will be paid for, but will not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Abraham Lincoln's Birthday	Veteran's Day
Casimir Pulaski's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

### Personal Leave

Full-time educational support personnel shall be able to use 2 of the 13 days of sick leave per year for personal leave. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Program Principal 3 days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last days of the school year, unless prior approval is granted by the Executive Director.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

### Leaves For Service in the Military and General Assembly

Any employee who shall enter military service or shall be recalled for active military duty while a member of the National Guard or the inactive reserves shall automatically be granted a leave without pay for an indefinite period without loss of salary schedule experience increments during the period of active military service, or loss of accumulative sick leave, provided said employee shall return to duty in the district within 30 days of release from the active duty.

### Bereavement Leave

Educational support personnel may receive up to three days during the bereavement for parent, spouse, parent-in-law, child, or grandparent. Any other days related to death shall be deducted from accumulated sick leave.

### School Visitation Leave

An eligible employee is entitled to 8 hours during any school year, no more than 4 hours of which may be taken on any given day, at attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours.

Employees must first use all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee, except sick and disability leave.

ADOPTED: March 21, 2000

## **Instruction**

### **Educational Philosophy and Objectives**

The Cooperative's educational program will seek to provide an opportunity for each child to achieve a benefit from his or her educational program. The objectives for the educational program are:

- To foster self-discovery, self-awareness, and self-discipline.
- To develop an awareness of and appreciation for cultural diversity.
- To stimulate intellectual curiosity and growth.
- To provide fundamental career concepts and skills.
- To help the student develop sensitivity to the needs and values of others and a respect for individual and group differences.
- To help each student strive for excellence and instill a desire to reach the limit of his or her potential.
- To develop the fundamental skills which will provide a basis for life long learning.
- To be free of any sexual, cultural, ethnic, or religious bias.

The administrative staff is responsible for apprising the Executive Board of the educational program's current and future status.

ADOPTED: March 21, 2000

## **Instruction**

### **Education of Children with Disabilities**

The School District shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of The School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term “children with disabilities,” as used in this policy, means children between ages 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Illinois State Board of Education’s *Special Education* rules, that special education services are needed.

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the Illinois State Board of Education’s *Special Education* rules. For those students who are not eligible for services under IDEA, but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students’ identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student’s parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student’s parent(s)/guardian(s), representation by counsel, and a review procedure.

The District may maintain membership in one or more cooperative associations of school districts that shall assist the District in fulfilling its obligations to the District’s disabled students.

If necessary, students may also be placed in nonpublic special education programs or education facilities.

## **Instruction**

### **Technology System Use and Internet Safety Policy**

The Executive Board of Eisenhower Cooperative hereby determines that it is in the best interests of the Cooperative, its personnel and its students, and members of the community to promote use of and familiarity with the Cooperative's Technology System and with the services which are available through that System to support learning and enhance instruction, and to improve communications between the school and community.

Knowledgeable and appropriate use of the Cooperative's Technology System can facilitate access to information resources available on-line, create innovative learning environments, and provide for worldwide communication. For purposes of this policy, implementing rules, and acceptable use guidelines, the term "Cooperative's Technology System" or "System" shall include all computer hardware and software owned or operated by the Cooperative, Cooperative electronic mail, Cooperative web sites, and Cooperative on-line services and bulletin board systems. "Use" of the Cooperative's Technology System shall include use of or obtaining access to the System from any computer terminal whether or not owned or operated by the Cooperative.

The Cooperative's Technology System was established to comprise part of the school curriculum, and is intended by this Board to function in support of that curriculum and of students' mastery of the curriculum through improved communication between the school and students' parents or guardians. The Cooperative's Technology System does not constitute a public forum. The Cooperative reserves and retains the right to regulate the content of and links to the Cooperative's Technology System. The Cooperative also has the right to and does monitor use of its Technology System. Except as provided by federal and state statutes protecting the confidentiality of student education records, no user of the Cooperative's Technology System has an expectation of privacy in connection with such use.

The Executive Board recognizes that although the Internet and on-line services afford access to legitimate sources of information for academic and educational purposes, they also enable access to materials which may be illegal, obscene or indecent. The use of elements of the Cooperative's Technology System including the Internet shall be consistent with the Cooperative's educational mission and the curriculum adopted by the Board.

With respect to any of its computers with Internet access, the Cooperative will use technology protection measures (i.e. software devices which block and filter) to (A) protect minors against access through such computers to visual depictions which are obscene, constitute child pornography, or are otherwise harmful to minors, and (B) protect all users against access through such computers to visual depictions that are obscene or constitute child pornography. The Administration is authorized to

disable the use of software devices which block and filter internet access during appropriate use by an adult in order to enable access for bona fide research or other lawful purposes.

The Executive Board further recognizes that the effective operation of the Cooperative's Technology System depends upon the existence and enforcement of guidelines for the efficient, ethical and legal use of its resources. The Administration is authorized to and shall adopt and enforce guidelines which limit the use of the System to educational purposes, and describe acceptable and ethical use of the System.

The guidelines shall, among other points, address:

- access by minors to inappropriate matter on the Internet and World Wide Web;
- the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication;
- unauthorized access, including "hacking" and other unlawful activities by minors and other users online;
- unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and
- measures designed to restrict minors' access to materials harmful to minors.

Such guidelines shall be distributed to Cooperative employees and students and other members of the Eisenhower Cooperative community who are afforded access to the System.

Violation of the acceptable use guidelines shall be subject to consequences including but not limited to discipline, loss of System use privileges, and referral to law enforcement authorities or other legal action in appropriate cases.

ADOPTED: April 29, 2008

## Instruction

### **Administrative Procedure - Acceptable Use of Electronic Networks: Authorization for Electronic Network Access**

*Each staff member must sign this authorization as a condition for using the Cooperative's Electronic Network connection. Each student and his or her parents/guardians must sign the authorization before being granted unsupervised access. Please read the document carefully before signing.*

All use of the Internet shall be consistent with the Cooperative's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This *Authorization* does not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow the terms of the *Authorization for Electronic Network Access* will result in the loss of privileges, disciplinary action, and/or appropriate legal action.** The signature(s) at the end of this document is legally binding and indicates the party who signed has read the terms and conditions carefully and understands their significance.

#### Terms and Conditions

1. Acceptable Use - Access to the Cooperative's electronic networks must be (a) for the purpose of education or research, and be consistent with the educational objectives of the Cooperative, or (b) for legitimate business use.
2. Privileges - The use of the Cooperative's electronic networks is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator 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.
3. Unacceptable Use - The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
  - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any U.S. or State law;
  - b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
  - c. Downloading copyrighted material for other than personal use;
  - d. Using the network for private financial or commercial gain;
  - e. Wastefully using resources, such as file space;
  - f. Gaining unauthorized access to resources or entities;
  - g. Invading the privacy of individuals;
  - h. Using another user's account or password;

- i. Posting material authorized or created by another without his/her consent;
  - j. Posting anonymous messages;
  - k. Using the network for commercial or private advertising;
  - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
  - m. Using the network while access privileges are suspended or revoked.
4. 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:
    - a. Be polite. Do not become abusive in messages to others.
    - b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
    - c. Do not reveal the personal addresses or telephone numbers of students or colleagues.
    - d. Recognize that electronic mail (E-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
    - e. Do not use the network in any way that would disrupt its use by other users.
    - f. Consider all communications and information accessible via the network to be private property.
  5. No Warranties - The Cooperative makes no warranties of any kind, whether expressed or implied, for the service it is providing. The Cooperative 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 users' errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The Cooperative specifically denies any responsibility for the accuracy or quality of information obtained through its services.
  6. Indemnification - The user agrees to indemnify the Cooperative for any losses, costs, or damages, including reasonable attorney fees, incurred by the Cooperative relating to, or arising out of, any violation of these procedures.
  7. 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 network.

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8. 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.
  9. Telephone Charges - The Cooperative assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
  10. Copyright Web Publishing Rules - Copyright law and Cooperative policy prohibit the re-publishing of text or graphics found on the Web or on Cooperative Web sites or file servers without explicit written permission.
    - a. For each re-publication (on a Web site 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.
    - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.
    - c. 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 Web site displaying the material may not be considered a source of permission.
    - d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
    - e. Student work may only be published if there is written permission from both the parent/guardian and student.
  11. Use of Electronic Mail
    - a. The Cooperative's electronic mail system, and its constituent software, hardware, and data files, are owned and controlled by the Cooperative. The Cooperative provides e-mail to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.
    - b. The Cooperative 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 electronic mail account is strictly prohibited.
    - c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.

- d. Electronic messages transmitted via the Cooperative's Internet gateway carry with them an identification of the user's Internet "domain." This domain name is a registered domain name and identifies the author as being with the Cooperative. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of this Cooperative. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.
- e. 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.

- f. Use of the Cooperative's electronic mail system constitutes consent to these regulations.

August 4, 2005

## Instruction

### Exhibit - Letter to Parent(s)/Guardian(s) Regarding Student Use of the Cooperative's Electronic Networks

Dear Parent(s)/Guardian(s),

We now have the ability to enhance your child's education through the use of electronic networks, including the Internet. The Internet offers vast, diverse, and unique resources. The Cooperative's goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. Your authorization is needed before your child may use this resource.

The Internet electronically connects thousands of computers throughout the world and millions of individual subscribers. Students and teachers may have access to:

- Limited electronic mail communications with people all over the world
- Information from government sources, research institutions, and other sources
- Discussion groups
- Many libraries, including the catalog to the Library of Congress, and the Educational Resources Information Clearinghouses (ERIC).

With this educational opportunity also comes responsibility. You and your child should read the enclosed *Authorization for Electronic Network Access* and discuss it together. The use of inappropriate material or language, or violation of copyright laws, may result in the loss of the privilege to use this resource. Remember that you are legally responsible for your child's actions.

The Cooperative takes precautions to prevent access to materials that may be defamatory, inaccurate, offensive, or otherwise inappropriate in the school setting. On an unregulated network, however, it is impossible to control all material and a user may discover inappropriate material. Ultimately, parent(s)/guardian(s) are responsible for setting and conveying the standards that their child or ward should follow. To that end, the Cooperative supports and respects each family's right to decide whether or not to authorize Internet access.

Please read and discuss the *Authorization for Electronic Network Access* with your child. If you agree to allow your child to have an Internet account, sign the *Authorization* form and return it to your school.

March 21, 2000

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**Acceptable Use Agreement**

I understand and will abide by the above *Authorization for Electronic Network Access*. I understand that the Cooperative and/or its agents may access and monitor my use of the Internet, including my E-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the Cooperative's electronic network connection and having access to public networks, I hereby release the Cooperative and its Board members, employees, and agents from any claims and damages arising from my use of, or inability to use the Internet.

DATE: \_\_\_\_\_

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USER SIGNATURE

*(Required if the user is a student:)*

I have read this *Authorization for Electronic Network Access*. I understand that access is designed for educational purposes and that the Cooperative has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the Cooperative to restrict access to all controversial and inappropriate materials. I will hold harmless the Cooperative, its employees, agents, or Board members, for any harm caused by materials or software obtained via the network. I accept full responsibility for supervision if and when my child's use is not in a school setting. I have discussed the terms of this *Authorization* with my child. I hereby request that my child be allowed access to the Cooperative's Internet.

DATE: \_\_\_\_\_

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PARENT/GUARDIAN NAME *(Please Print)*:

SIGNATURE: \_\_\_\_\_

March 21, 2000

## Students

### Equal Educational Opportunities

Equal educational opportunities shall be available for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious beliefs, physical and mental handicap or disability, economic and social conditions, or actual or potential marital or parental status. Further, the Cooperative may not enter into agreements with any entity or any individual that discriminates against students on the basis of sex. Any student may file a discrimination grievance by using the Uniform Grievance Procedure.

### Sex Equity

No student shall, on the basis of sex, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using the Uniform Grievance Procedure. A student may appeal the Executive Board's resolution of the complaint to the Regional Superintendent of Schools (pursuant to 105 ILCS 5/3-10 of The School Code) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8 of The School Code).

### Administrative Implementation

The Executive Director shall appoint a Nondiscrimination Coordinator. The Executive Director and Program Principal shall use reasonable measures to inform staff members and students of this policy and grievance procedure.

ADOPTED:            March 21, 2000

## Students

### Sexual Harassment

Sexual harassment of students is prohibited. An employee, Cooperative agent, or student engages in sexual harassment whenever he or she makes sexual advances, requests sexual favors, and engages in other verbal or physical conduct of a sexual or sex-based nature, imposed on the basis of sex, that:

1. denies or limits the provision of educational aid, benefits, services, or treatment; or that makes such conduct a condition of a student's academic status; or
2. has the purpose or effect of:
  - a. substantially interfering with a student's educational environment;
  - b. creating an intimidating, hostile, or offensive educational environment;
  - c. depriving a student of educational aid, benefits, services, or treatment; or
  - d. making submission to or rejection of such conduct the basis for academic decisions affecting a student.

The terms "intimidating," "hostile," and "offensive" include conduct which has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

Students who believe they are victims of sexual harassment or have witnessed sexual harassment, are encouraged to discuss the matter with the Program Principal (or designee) or Executive Director. Students may choose to report to a person of the student's same sex. Complaints will be kept confidential to the extent possible given the need to investigate. Students who make good faith complaints will not be disciplined.

An allegation that one student was sexually harassed by another student shall be referred to the Program Principal or designee for appropriate action.

Any Cooperative employee who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any student of the Cooperative who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the discipline policy. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

ADOPTED: March 21, 2000

## Students

### Administrative Procedure - Sexual Harassment

#### Distribution of the Cooperative's Policy

1. A copy of the Student Sexual Harassment policy and the grievance procedure shall be included annually in the Student Handbook and the Staff Handbook.
2. Copies of the Student Sexual Harassment policy may be publicized in other ways as determined by the Program Principal.

#### Prevention

The Program Principal or designee shall:

1. conduct periodic sexual harassment awareness training for all school staff, including administrators, teachers, and guidance counselors;
2. conduct periodic age-appropriate sexual harassment awareness training for students;
3. establish discussion groups for both male and female students where students can talk about what sexual harassment is and how to respond to it in the school setting;
4. survey students to find out whether any sexual harassment is occurring at the school;
5. conduct periodic sexual harassment awareness training for parent(s)/guardian(s); and
6. work together with parent(s)/guardian(s) and students to develop and implement age-appropriate, effective measures for addressing sexual harassment.

#### The Student Complaint Process

1. The Executive Director should follow the Uniform Grievance Procedures.
2. The student's parent(s)/guardian(s) will be notified that they may attend any investigatory meetings in which their child is involved. The parent(s)/guardian(s) will be kept informed of the investigation's progress.
3. The student's oral or written statements will be kept confidential.

## **Release Time For Religious Instruction/Observance**

### Religious Observance

A student shall be released from school, as an excused absence, for the purpose of observing a religious holiday. The parent(s)/guardian(s) must give written notice to the Cooperative 5 days before the student's anticipated absence.

The parent(s)/guardian(s)'s written notification of the student's anticipated absence shall satisfy the Cooperative's requirement for a written excuse when the student returns to school.

The Executive Director shall develop and distribute to teachers appropriate procedures regarding student absences for a religious holiday which include a list of religious holidays on which students shall be excused from attendance, how teachers are notified of a student's impending absence, and the State law requirement that teachers provide the student an equivalent opportunity to make up any examination, study, or work requirement.

### Religious Instruction

A student shall be released from school for a day or portion of a day for the purpose of religious instruction. A letter, requesting the student's absence and written by the student's parent(s)/guardian(s), must be given to the Program Principal at least 5 days before the day the student is to be absent.

ADOPTED:            March 21, 2000

## Students

### Search and Seizure

To maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

#### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

The Executive Director or designee may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

#### Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the Cooperative's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

When feasible, the search should be conducted as follows:

- outside the view of others, including students;
- in the presence of a school administrator or adult witness; and
- by a certificated employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by the school authority who conducted the search, and given to the Executive Director. The student's parent(s)/guardian(s) shall be notified of the search as soon as possible.

#### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the Cooperative's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

ADOPTED: March 21, 2000

## Students

### Administrative Procedure - Use of Metal Detectors For Student Safety

1. Metal detectors may be used when the administration in any school has reasonable suspicion that weapons or dangerous objects are in the possession of unidentified students; when there is a pattern of weapons or dangerous objects found at school, on school property, at a school function, or in the vicinity of a school; or when violence involving weapons has occurred at a school or on school property, at school functions, or in a school's vicinity. The Program Principal shall obtain the Executive Director's permission before using a metal detector. The reasons supporting the use of a metal detector shall be documented.
2. Before a metal detector is used in a particular school, the students shall be notified via the intercom, at an assembly, or by similar means of its use. On the day of its use, signs will be posted to inform students that they will be required to submit to a screening for metal as a condition of entering or continuing attendance at school. The screening will be conducted by Cooperative staff who may be assisted by law enforcement officials.
3. When a metal detector is being used, students will be allowed to use only the entries designated. If a metal detector activates on a student, the student will be asked to remove metal objects from his or her person and walk through or be scanned again. If, after the removal of other metal objects, a third activation of the metal detector occurs, the student will be taken to a room out of view from the other students and subjected to a "pat-down" search.
4. A "pat-down" search conducted by school personnel shall be a limited feeling of the student's outer clothing for the purpose of discovering only items which may have activated the metal detecting device.
5. If the school personnel conducting a "pat-down" search feels an object which may have activated the metal detecting device or be other prohibited contraband, the student will be asked to remove it. If the student declines to remove the object, it may then be removed by school personnel.
6. If the object removed from the student could have activated the metal detector, the school personnel must cease performing the "pat-down" search. In such event, the student will again pass through the metal detector and the "pat-down" search will be continued only if the device again yields a positive reading.
7. Under all circumstances, the "pat-down" search will be conducted by school personnel of the same sex as that of the student.
8. School personnel may inspect the contents of any briefcase, knapsack, purse, or parcel which activates the metal detector for the limited purpose of determining whether a weapon is concealed therein.

9. All property removed from the student as a result of the above procedures which may be legitimately brought onto school premises will be returned to the student.
10. Property removed from the student, possession of which is violation of Cooperative policy, shall be confiscated and the student disciplined in accordance with the Cooperative policy.
11. Students who fail to cooperate with school personnel performing their duties under these procedures may be subject to discipline for insubordination.
12. Nothing in these procedures shall limit the authority of school officials to search a student in accordance with Cooperative policy on search and seizure.

March 21, 2000

## Students

### Agency and Police Interviews

All requests by agency or police officials to interview a student shall be handled according to procedures as follows:

#### Interviews By Police

1. The Program Principal or designee will check the police officer's credentials and any legal papers such as warrants for arrest, search warrants, or subpoenas to be served.
2. The Program Principal or designee will attempt to contact the student's parent(s)/guardian(s) if possible, and inform them that the student is subject to an interview. In extreme emergency situations, DCFS employees, law enforcement personnel, or treating physicians may, in effecting temporary protective custody, request that the Cooperative not notify parents until the child's safety is ensured. The Program Principal or designee should ask that such a request be put in writing. The parent(s)/guardian(s) will be given the opportunity to be present and be represented by legal counsel at their own expense. Interviews of minor students without permission of the parent(s)/guardian(s) is not permitted unless a legal process is presented or in emergency situations. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Program Principal or designee and one other adult witness, selected by the Program Principal or designee, will be present during the interview.
3. Interview proceedings will be documented in writing for inclusion in the student's temporary records.
4. No minor student shall be removed from the school by the police officer without the consent of a parent(s)/guardian(s), except upon service of a valid warrant of arrest or in cases of warrantless temporary protective custody.

#### Interviews By the Illinois Department of Children and Family Services (DCFS)

1. The Program Principal or designee will check the agent's credentials and any papers pertaining to a legal process.
2. The Program Principal or designee will attempt to contact the student's parent(s)/guardian(s) and inform them that the student is subject to an interview, if appropriate.
3. If the DCFS agent does not want a parent(s)/guardian(s) present or notified during the interview, this stipulation must be in writing and signed by the DCFS agent.
4. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Program Principal or designee and one other adult witness, a member of the Cooperative staff, will be present during the interview.

5. The student may be removed from school by the DCFS agent if case circumstances warrant. A local law enforcement agency officer, designated DCFS employee, or a physician treating a child may take or retain temporary protective custody of the child without the consent of the person responsible for the child's welfare, if (1) he or she has reason to believe that the child's circumstances or conditions are such that continuing in his or her place of residence or in the care and custody of the person responsible for the child's welfare, presents an imminent danger to that child's life or health; (2) the person responsible for the child's welfare is unavailable or has been asked and does not consent to the child's removal from his or her custody; and (3) there is not time to apply for a court order under the Juvenile Court Act for temporary custody of the child. The person taking or retaining a child in temporary protective custody shall immediately make every reasonable effort to notify the person responsible for the child's welfare and shall immediately notify the Department.
6. No Cooperative employee may act as a DCFS agent.

ADOPTED:            March 21, 2000

## **Students**

### **Student Appearance**

Students' dress and grooming must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency. Procedures for handling students who dress or groom inappropriately will be included in the Student Handbook.

ADOPTED:            March 21, 2000

## **Students**

### **Vandalism**

The Executive Director or designee will seek restitution from students and their parent(s)/guardian(s) for vandalism or other student acts which cause damage to school property.

ADOPTED:            March 21, 2000

## **Students**

### **Student Discipline**

#### **Prohibited Student Conduct**

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including, but not limited to, the following:

1. Using, possessing, distributing, purchasing, or selling tobacco materials.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, or selling illegal drugs or controlled substances, look-alike drugs and drug paraphernalia. Students who are under the influence are not permitted to attend school or school functions and are treated as though they had drugs in their possession.
4. Using, possessing, controlling, or transferring a weapon in violation of the “weapons” section of this policy.
5. Using or possessing electronic signaling and cellular radio-telecommunication devices, unless authorized and approved by the Building Principal or designee. Electronic signaling devices include pocket - and all similar - electronic paging devices.
6. Disobeying directives from staff members or school officials and/or rules and regulations governing student conduct.
7. Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct.
8. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
9. Unexcused absenteeism; State law and Board policy on truancy control will be used with chronic and habitual truants.
10. Being a member of or joining or promising to join, or becoming pledged to become a member of, soliciting any other person to join, promise to join, or be pledged to become a member of any public school fraternity, sorority or secret society.
11. Involvement in gangs or gang-related activities, including the display of gang symbols or paraphernalia.
12. Engaging in any activity that constitutes an interference with school purposes or an educational function or any disruptive activity.

These grounds for disciplinary action apply whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any other time when the school is being used by a school group;
2. Off school grounds at a school-sponsored activity, or event, or any activity or event which bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function or event; or
4. Anywhere, if the conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member, or an interference with school purposes or an educational function.

#### Disciplinary Measures

All disciplinary measures are in accordance with State and Federal Regulations for students with disabilities. These disciplinary measures may include:

1. Personal counseling.
2. Withholding of privileges.
3. Seizure of contraband.
4. Suspension from school and all school activities for up to 10 days, provided that appropriate procedures are followed. A suspended student is prohibited from being on school grounds.
5. Suspension of bus riding privileges, provided that appropriate procedures are followed.
6. Notification of juvenile authorities whenever the conduct involves illegal drugs (controlled substances), look-alikes, alcohol, or weapons.
7. Notification of parent(s)/guardian(s).
8. Removal from classroom.
9. In-school suspension. The Program Principal or designee shall ensure that the student is properly supervised.

A student who is subject to disciplinary actions may be eligible for a transfer to an alternative school program.

Corporal punishment shall not be used. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include, and certificated personnel are permitted to use, reasonable force as needed to maintain safety for other students, school personnel, or persons, or for the purpose of self-defense or the defense of property.

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### Weapons

A “weapon” means (1) possession, use, control, or transfer of any gun, rifle, shotgun, a weapon as defined by Section 921 of Title 18, United States Code, firearm as defined in Section 1.1 of the Firearm Owners Identification Act, or use of a weapon as defined in Section 24-1 of the Criminal Code, (2) any other object if used or attempted or intended to be used to cause bodily harm, including but not limited to, knives, brass knuckles, billy clubs, or (3) “look alike” of any weapon as defined above. Such items as baseball bats, pipes, bottles, locks, sticks, pencils, and pens may be considered weapons if used or attempted to be used to cause bodily harm. The Program Principal or designee shall notify the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school. The Cooperative may initiate disciplinary actions in response to this violation. The student’s home school district may be contacted to consider further disciplinary actions per State and Federal Regulations.

### Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment or in-school suspension, which is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may remove students from a classroom for disruptive behavior.

### Student Handbook

A student handbook, including the Program’s disciplinary rules, shall be distributed to the students’ parents and guardians within 15 days of the beginning of the school year or a student’s enrollment.

### Psychotropic or Psychostimulant Medication

No disciplinary action shall be taken or behavioral intervention shall be utilized that is based, in whole or in part, on the refusal of a student’s parent or guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student. This policy does not prohibit disciplinary action or the use of behavioral interventions, to the extent otherwise permitted by law, when a student violates an Executive Board policy, school or class rule, and/or federal, state or local law, while at school, on school property, or at a school-related activity or event.

ADOPTED: March 21, 2000

AMENDED: January 28, 2003

## Students

### Student Handbook - Gang Activity Prohibited

Students are prohibited from engaging in gang activity. A "gang" is any group of 2 or more persons whose purpose includes the commission of illegal acts.

No student shall engage in any gang activity, including, but not limited to:

1. wearing, using, distributing, displaying, or selling any clothing, jewelry, emblem, badge, symbol, sign, or other thing that are evidence of membership or affiliation in any gang,
2. committing any act or omission, or using any speech, either verbal or non-verbal (such as gestures or hand-shakes) showing membership or affiliation in a gang, and
3. using any speech or committing any act or omission in furtherance of the interests of any gang or gang activity, including, but not limited to: (a) soliciting others for membership in any gangs, (b) requesting any person to pay protection or otherwise intimidating or threatening any person, (c) committing any other illegal act or other violation of Cooperative policies, (d) inciting other students to act with physical violence upon any other person.

Students engaging in any gang-related activity will be subject to one or more of the following disciplinary actions:

- Removal from extra-curricular and athletic activities
- Conference with parent(s)/guardian(s)
- Referral to appropriate law enforcement agency
- Suspension in keeping with Federal and State laws related to students with disabilities

## Students

### Administrative Procedure - Guidelines for Reciprocal Reporting of Criminal Offenses Committed By Students

1. The Program Principal or designee and/or the Police Department School Liaison officer will arrange meetings as needed between school officials and individuals representing law enforcement to share information.
2. The Police Department School Liaison Officer and the Program Principal or designee will verbally report to each other the following activities when committed by a student enrolled in the Principal's school:
  - unlawful use of weapons under Section 24-1 of the Criminal Code of 1961
  - a violation of the Illinois Controlled Substances Act
  - a violation of the Cannabis Control Act
  - a forcible felony as defined in Section 2-8 of the Criminal Code of 1961
  - a. The reporter should identify the student by name and describe the circumstances of the alleged criminal activity. Local law enforcement officials must certify in writing that the information received from the school will not be disclosed to any other party except as provided by State law without the prior written consent of the student's parent(s)/guardian(s).
  - b. The report should be made as soon as possible after the Liaison Officer or Program Principal or designee reasonably suspects that a student is involved in such activity.
  - c. The Program Principal's or designee's duty to report such activity arises only when the activity occurs on school property or off school grounds at a school-related function.
3. The State's Attorney shall provide to the Program Principal a copy of any delinquency dispositional order where the crime would be a felony if committed by an adult, or was a Class A misdemeanor in violation of Section 24-1, 24-3, 24-3.1, or 24.5 of the Criminal Code (weapons offenses).
4. Local law enforcement shall provide a copy of all arrest records, and the State's Attorney shall provide a copy of all conviction records, to the Program Principal if the record involves a student who is arrested or taken into custody after his or her 17th birthday.

March 21, 2000

## **Policy On Use Of Isolated Time Out Or Physical Restraint**

### **I. General Policy Statement**

Regarding the use of isolated time out and/or physical restraint, the Board intends to comply with the provisions of federal law, the *School Code* of Illinois (105 ILCS 5/24-24 and 105 ILCS 5/14-8.05), and related applicable regulations, including 23 Ill. Admin. Code §1.280 *et seq.* This policy shall be implemented according to the accompanying administrative procedures.

Any reference to “parent” in this policy shall be deemed also to refer to “guardian”, as appropriate.

### **II. Circumstances under which isolated time out or physical restraint will be applied**

Isolated time out and physical restraint, as defined in the procedures promulgated under this policy, will be applied at the discretion of staff and under the following circumstances:

A. Isolated time out may be used when a student demonstrates an inability or refusal to meet expectations for learning or behavior that disrupts the educational setting.

B. Physical restraint may be used when a student poses a physical risk to himself, herself, or others in the school building, on school grounds, during any school activity or outing, or on a school bus. Examples of situations when physical restraint may be used include when a student engages in or behaves in a way which could lead to self-injury, appears to be emotionally or physically out of control and at risk of harm, or engages in physically or verbally aggressive behavior which threatens the student’s safety or that of others.

The term “physical restraint” does not include techniques to physically manage or control a student which are momentary and designed to 1) prevent a student from completing an act that could result in physical harm to the student or another person; 2) prevent a student from completing an act that could result in damage to property; or 3) remove a disruptive student who is unwilling to leave an area voluntarily. The staff has discretion to determine whether such physical management of a student is necessary in a particular situation.

**III. Procedures to be followed by staff****A. Isolated Time Out Procedures**

Staff will carry out the following procedures when a student receives an isolated time out:

1. A staff member will escort the student to the time-out area, staying in close proximity to the student at all times.
2. A student will not be kept in isolated time out for more than 30 minutes after he or she ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which it would be an appropriate intervention.
3. The staff member who is responsible for supervising the student will remain within two feet of the enclosure and must be able to see the student at all times.
4. A staff member will document the isolated time out using appropriate forms.

**B. Physical Restraint**

Physical restraint will be performed using only specific, planned techniques to hold or otherwise restrict a student in his or her movements. In performing physical restraint techniques, staff will strive to use the minimum amount of force needed to control the student and ensure the safety of the student and others. After an incident of physical restraint, the student will receive an isolated time out in accord with the procedures set out in Section III (A), above.

**IV. School official to be informed of incidents and to maintain documentation**

The program supervisor or his/her designee will be informed of all incidents of isolated time out and physical restraint, and will maintain any documentation required under the implementing procedures of this policy.

**V. Process to evaluate incidents that result in injury**

Any incident that results in a serious injury will be evaluated at the next scheduled weekly team meeting, at which time the team will review the incident, nature of the injury, the

circumstances leading up to the incident, and whether any factors could have lessened or avoided the injury.

VI. **Evaluation to Consider Alternative Strategies**

Whenever an isolated time out episode exceeds 30 minutes, a physical restraint episode exceeds 15 minutes, or repeated episodes of isolated time outs or physical restraints of a student have occurred during a three-hour period:

- A. A certified staff person knowledgeable about the use of isolated time out or trained in the use of physical restraint, as applicable, will evaluate the situation and the appropriateness of continuing to use the procedure, giving consideration to the student's potential need for medication, food, or use of a restroom.
- B. The certified staff person, with input from staff involved in the particular episode(s), shall consider the use of alternative strategies to be implemented with the student.
- C. The alternative strategies to be used at the discretion of the staff may include, but are not limited to, allowing the student to confer with a staff member; allowing the student to walk in a safe area, accompanied by a staff member; providing the student with redirection to an alternative activity; referring for assessment by a mental health crisis team; police assistance; and/or transporting the student by ambulance to a medical care facility.

VII. **Annual review**

At least once a year, the Cooperative will review the use of isolated time out and physical restraint. This annual review will include consideration of the number of isolated time out and physical restraint incidents; the location and duration of each incident; the staff members who were involved; occurrence of injuries or property damage; and the timeliness of parental notification and administrative review, if review was requested.

**Procedures Concerning The Use Of Isolated  
Time Out or Physical Restraint**

I. **General**

Isolated time out and physical restraint, as defined below, will be used only to maintain a safe and orderly environment for learning and not as a form of punishment or means of disciplining a student. Isolated time out and physical restraint will be used only as needed to maintain a safe and orderly environment for learning and to preserve the safety of students and others.

The Policy On Use of Isolated Time Out or Physical Restraint and these implementing procedures do not apply to physical restriction of students' movement for purposes other than maintaining an orderly learning environment, such as regular use of safety belts in vehicles.

Any reference to "parent" in these procedures shall be deemed also to refer to "guardian", as appropriate.

II. **Definitions and Specific Requirements**

A. **Isolated Time Out**

1. "Isolated time out" means confinement of a student in a time-out room or other enclosure, whether within or outside the classroom, from which the student's egress is restricted.
2. A student will not be kept in isolated time out for more than 30 minutes after he or she ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which it would be an appropriate intervention.
3. Any enclosure used for isolated time out will:
  - a. have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student;

- b. be constructed of materials that cannot be used by students to harm themselves or others; be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others; and be designed so that students cannot climb up the walls (including placing walls far enough apart so that they do not afford leverage for climbing); and
  - c. be designed to permit continuous visual monitoring of and communication with the student.
4. If an enclosure used for isolated time out is fitted with a door, either a steel door or a wooden door of solid-core construction will be used. If the door includes a viewing panel, the panel will be unbreakable.
  5. A staff member who is responsible for supervising the student will remain within two feet of the enclosure and must be able to see the student at all times.
  6. If a locking mechanism is used on the enclosure, the mechanism will be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically- or electronically-controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

B. Physical Restraint

1. "Physical restraint" is defined as holding a student or otherwise restricting his or her movements, except as provided in item 2 below.
2. Physical restraint does not include momentary periods of physical restriction by direct person-to-person contact, without the aid of material or mechanical devices, accomplished with limited force and designed to either 1) prevent a student from completing an act that could result in physical harm to himself, herself, or another, or damage to property or 2) remove a disruptive student who is unwilling to leave the area voluntarily. Such actions are not subject to the policy and procedures concerning physical restraint, as they are not included within the definition of "physical restraint."

3. A student will be released from physical restraint as soon as the staff member administering the restraint determines that the student is no longer in imminent danger of causing physical harm to himself, herself, or others.
4. Permissible physical restraint includes only the use of specific, planned techniques, for example the “basket hold” and “team control,” and may only be used when:
  - a. the student poses a physical risk to himself, herself or others;
  - b. there is no medical contraindication to its use; and
  - c. the staff applying the physical restraint have been trained in its safe application as is outlined in Section V below.
5. Any application of physical restraint will take into consideration the safety and security of the student. Physical restraint shall not rely upon pain as an intentional method of control.
6. In determining whether a student who is being physically restrained should be removed from the area where the restraint was initiated, the staff member(s) will consider the potential for injury to the student, the student’s need for privacy, and the educational and emotional well-being of other students in the vicinity.
7. If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode of communication, the student will be permitted to have his or her hands free of restraint for brief periods, unless the staff member determines that such freedom appears likely to result in harm to the student or others.
8. Students will not be subjected to physical restraint for using profanity or other verbal displays of disrespect for themselves or others. A verbal threat will not be considered as constituting a physical danger unless a student also demonstrates a means of or an intent to carry out the threat.
9. Mechanical or chemical restraint will not be used with any students except as permitted by the administrative rules of a state agency operating or licensing a facility in which elementary or secondary educational services are provided, such as the Illinois Department of Corrections or the Illinois Department of Human Services. Mechanical or chemical restraint is the

use of any device other than personal physical force to restrict the limbs, head, or body of a student.

10. Medically-prescribed restraint procedures used to treat a physical disorder or to immobilize a person in connection with a medical or surgical procedure will not be used as means of physical restraint for purposes of maintaining a safe and orderly learning environment.

### III. Documentation

- A. Each episode of isolated time out or physical restraint shall be documented. A copy of this documentation will be maintained in the student's temporary record, and a copy will be maintained by the program supervisor.
- B. Each written record of an isolated time out or physical restraint episode shall include:
  1. the student's name;
  2. the date of the incident;
  3. the beginning and ending times of the incident;
  4. a description of any relevant events leading up to the incident;
  5. a description of any interventions used prior to implementing isolated time out or physical restraint;
  6. a description of the incident and/or student behavior that resulted in isolated time out or physical restraint;
  7. a description of the student's behavior during isolated time out or during physical restraint, including a description of the restraint technique(s) used and any other noteworthy interaction(s) between the student and staff;
  8. a description of any injuries to students, staff, or others or any property damage;
  9. a description of any planned approach to dealing with the student's behavior in the future;

10. a list of the school personnel who participated in the implementation, monitoring, and supervision of isolated time out or physical restraint; and
  11. the date on which parental notification took place.
- C. The written record referred to in this Section shall be completed by the beginning of the school day following the episode of isolated time out or physical restraint.

IV. **Notification, Evaluation, and Review**

A. **Notification to Program Supervisor**

The program supervisor or his/her designee will be notified of any incident of isolated time out or physical restraint as soon as possible, but in any event, no later than the end of the school day on which it occurred. This will occur by either personally handing the program supervisor or his/her designee a copy of the written record of the episode or by placing such a copy in the mailbox of the program supervisor or his/her designee prior to the end of the school day.

B. **Notification to Parents**

1. Parents will be notified that the Cooperative's policies regarding the maintenance of discipline including the use of isolated time out or physical restraint as a part of the information distributed annually or upon enrollment pursuant to the *School Code*, 105 ILCS 5/10-20.14 and 105 ILCS 5/14-8.05(c).
2. Within 24 hours after any use of isolated time out or physical restraint, the Cooperative will send written notice of the incident to the student's parent(s), unless the parent has provided the Cooperative with a written waiver of this notification requirement. Notification sent to the parent(s) will include the student's name, the date of the incident, a description of the intervention used, and the name and telephone number of a contact person to be called for further information.

C. **Evaluation to Consider Alternative Strategies**

The following steps will be taken whenever an isolated time out episode exceeds 30 minutes, a physical restraint episode exceeds 15 minutes, or repeated episodes have occurred during a three-hour period:

1. A certified staff person knowledgeable about the use of isolated time out or trained in the use of physical restraint will evaluate the situation.
2. The evaluation will consider the appropriateness of continuing to use the procedure, taking account of the student's potential need for medication, food, or use of a restroom, the potential need for alternate strategies to be used with the student, and any other pertinent factors.
3. The results of this evaluation will be put in writing. A copy will be placed into the student's temporary student record, and a copy will be provided to the program supervisor.

**D. Review**

1. Review for students who have previously been identified as eligible for special education services and whose IEPs call for special education instruction in a behavior disorder program for 50% or more of the school day:
  - a. When a student experiences three instances of isolated time out or physical restraint within one week, the Cooperative will convene an IEP meeting to review of the effectiveness of the procedure(s) used.
  - b. At this IEP meeting, the Cooperative will consider the development or review of an individual behavior plan. Such a behavior plan may provide for the continued use of isolated time out and/or physical restraint or may provide for the use of and/or modification of any behavior plan applied to all students who are placed in that particular student's educational placement or program.
  - c. If an individual behavior plan is developed for the student, it will be part of that student's IEP.
  - d. At the IEP meeting, the Cooperative will consider the student's potential need for an alternative program.
  - e. The notice of the IEP meeting sent to the student's parent(s) will inform the parent(s) that an individual behavior plan may be developed for the student and that the student's potential need for an alternative program will be considered at the IEP meeting.

2. Review for students who have previously been identified as eligible for special education services but whose IEPs do not call for special education instruction in a behavior disorder program for 50% or more of the school day:
  - a. When a student first experiences three instances of isolated time out or physical restraint within one school year, the Cooperative will convene an IEP meeting to review of the effectiveness of the procedure(s) used.
  - b. At this IEP meeting, the Cooperative will consider the development or review of an individual behavior plan. Such a behavior plan may provide for the continued use of isolated time out and/or physical restraint or may provide for the use of and/or modification of any behavior plan applied to all students who are placed in that particular student's educational placement or program.
  - c. If an individual behavior plan is developed for the student, it will be part of that student's IEP.
  - d. At the IEP meeting, the Cooperative will consider the student's potential need for an alternative program.
  - e. The notice of the IEP meeting sent to the student's parent(s) will inform the parent(s) that an individual behavior plan may be developed for the student and that the student's potential need for an alternative program will be considered at the IEP meeting.

V. **Requirements for Training**

A. **Isolated Time Out**

The Cooperative shall provide orientation to its staff members regarding the policy and procedures concerning the use of isolated time out.

B. **Physical Restraint**

1. Physical restraint will be applied only by individuals who are certified in writing to have received and completed systematic training that includes all of the elements described below. An individual who applies physical

restraint will use only those techniques in which he or she has received such training within the preceding two years, as indicated by written evidence of participation.

2. Training concerning the use of physical restraint will include, but not be limited to the following:
  - a. appropriate procedures for preventing a need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
  - b. a description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of physical restraint is warranted;
  - c. the simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
  - d. instruction regarding the effects of physical restraint on the person being restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
  - e. instruction regarding documentation, reporting requirements, and investigation of injuries and complaints; and
  - f. demonstration of proficiency by participants in the administration of physical restraint.
3. An individual may provide training to others in a particular method of physical restraint only if he or she has, within the preceding year, received written evidence of completing training in that method that meets the requirements listed in Section V(B)(2), above.

ADOPTED: October 29, 2002

## Students

### Bus Conduct

All students must follow the Cooperative's School Bus Safety Guidelines. Gross disobedience or misconduct providing grounds for suspension from riding the school bus includes:

1. Prohibited student conduct as defined in the Student Discipline policy.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of the bus driver's or other supervisor's directives.
6. Such other behavior as the administration deems to threaten the safe operation of the bus and/or its occupants.

### Use of Video Cameras on School Buses

Video cameras may be used on school buses as necessary in order to monitor conduct and maintain a safe environment for students and employees.

The content of the videotapes are student records and are subject to Cooperative policy and procedure concerning school student records. Only those people with a legitimate educational or administrative purpose may view the videotapes. In most instances, individuals with a legitimate educational or administrative purpose will be the Executive Director, Program Principal, Transportation Director, bus driver, or other supervisor. If the content of a video tape becomes the subject of a student disciplinary hearing, it will be treated like other evidence in the proceeding.

### Discipline Procedure

The Cooperative's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

ADOPTED: March 21, 2000

## **Students**

### **Misconduct by Students with Disabilities**

#### **Behavioral Interventions**

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The School Board will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

#### **Discipline of Special Education Students**

The District shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

Adopted 9/29/09

## **Students**

### **Exemption From Physical Activity**

A child may be exempted from some or all physical activities when the appropriate excuses are submitted to the school by parent(s)/guardian(s) or by a person licensed under the Medical Practice Act.

Alternative activities and/or units of instruction will be provided for pupils whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents their participation in the physical education courses.

ADOPTED: March 21, 2000

## **Students**

### **Administering Medicines To Students**

Teachers and other non-administrative school employees, except certified school nurses, shall not be required to administer medication to students. Parent(s)/guardian(s) are responsible for administering medication to their children. Administering medication during school hours or during school-related activities is discouraged unless it is necessary for the critical health and well-being of the student. Parent(s)/guardian(s) may authorize their child to self-administer a medication according to the Cooperative's procedures for student self-administration of medication.

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

The Program Principal shall include this policy in the Student Handbook and shall provide a copy to the parent(s)/Guardian(s) of students.

ADOPTED: March 21, 2000

## **Students**

### **Communicable and Chronic Infectious Disease**

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the Cooperative's policies. The Executive Director will develop procedures for communicable and chronic infectious diseases for the Executive Board's consideration.

ADOPTED:            March 21, 2000

## **Students**

### **Student Fund-Raising Activities**

Students should not be used to promote fund-raising activities by non-school sponsored groups except those which are of a school-wide nature in which participation can be a positive experience for students and when the proceeds contribute to a recognized humanitarian purpose.

Fund-raising plans approved by the Program Principal shall be submitted to the Executive Director for approval. The funds shall be used to the maximum extent possible for student activities.

ADOPTED: March 21, 2000

## Students

### Student Records

School student records are confidential and information from them shall not be released other than as provided by law. State and federal laws grant students and parent(s)/guardian(s) certain rights, including the right to inspect, copy, and challenge school 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. All requests for student records will be directed to the student's home school district.

The Executive Director shall implement this policy with administrative procedures. The Executive Director shall also designate a *records custodian* who shall maintain student records. The Executive Director or designee shall inform staff members of this policy, and shall inform students and their parent(s)/guardian(s) of it, as well as their rights regarding student school records.

ADOPTED: March 21, 2000

## **Community Relations**

### **Relations With Other Organizations and Agencies**

The Cooperative shall cooperate with other organizations and agencies, including the:

- law enforcement agencies;
- fire authorities;
- Department of Children and Family Services ((DCFS);
- Children and Adolescent Local Area Networks (LANS);
- community area mental health agencies;
- school districts; and
- other Cooperatives.

ADOPTED:            March 21, 2000