



**Franklin – Johnson – Massac - Williamson Counties
Regional Office of Education**

Employee Handbook

**ECHO Alternative School
ECHO Juvenile Detention Center Program
STARQuest Academy Regional Safe School North Campus
STARQuest Academy Regional Safe School South Campus
Franklin County Regional Delivery System for Career and Tech Education**

**Lorie LeQuatte | Regional Superintendent
Mandy Horn | Assistant Regional Superintendent**

Welcome

I am happy to welcome you to the Regional Office of Education. Thank you for joining us! We are fortunate to have outstanding employees who work as a team to provide for a successful organization. I want you to feel that your association with us will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality training and service. Credit for this goes to every one of our employees. You have been carefully chosen as a team member because you exhibited these characteristics, I hope you too will find satisfaction and take pride in your work here.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working - pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. The Regional Office of Education is committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success at the Regional Office of Education.

Sincerely,

Lorie LeQuatte
Regional Superintendent of Schools

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ROE POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

Regional Office of Education #21 (ROE #21) is an equal employment opportunity employer. Therefore, no person shall be discriminated against in any aspect of employment on the basis of race, color, religion, sex, national origin, age, handicap, ancestry, marital status, or any other prohibited form of discrimination under Federal or State law or government contract regulations. All employees shall adhere to this nondiscrimination policy.

EMPLOYMENT AT WILL

It is the policy of the Regional Office of Education that all employees are "employed at will," and may leave of their own accord, or be terminated by the Regional Office of Education, at any time, for any reason, with or without notice, and with or without cause. No Regional Office of Education representative is authorized to modify this policy. Any statements contained in this manual or any other policies, procedures, terms or conditions of employment, may not modify this policy.

OPEN DOOR POLICY

It is our intent to administer all benefits and conditions of employment, such as those outlined in this handbook, in a fair and consistent manner. If at any time an employee doesn't feel this is being done, or has a suggestion or complaint, he/she is encouraged to review the issue with administration. We believe it is important that employees be able to discuss their concerns, suggestions, and opinions with administration.

SOLICITATION AND DISTRIBUTION

We are dedicated to maintaining a workplace where an individual is not pressured into participating in raffles, pools, collections, or the sales of goods and services. No one should be subjected to peer pressure with respect to supporting or contributing to various organizations or causes. For these reasons, non-employees may not solicit, canvas or distribute materials or literature for any purpose within our buildings or property. Employees additionally may not solicit during the employee's working time, or during the working time of any employee. Distribution of literature (written or printed matter of any description) is prohibited in working areas at all times.

CONFIDENTIAL REGIONAL OFFICE OF EDUCATION INFORMATION

Employees who work for the Regional Office of Education are expected to maintain confidentiality related to issues important to the ROE and its personnel. Confidential information could include, but not limited to the following:

1. Employee Personnel Files information.
2. Employee Payroll Files information.
3. GED Records.
4. Teacher Certification Records.
5. Student Records.
6. Private discussions or information disclosed in a confidential manner.

Any employee who provides confidential information to an unauthorized individual or source may be subject to disciplinary action up to and including termination of employment.

PREGNANCY RIGHTS POLICY

In accordance with the Illinois Human Rights Act (775 ILCS 5/1 et seq.), Regional Office of Education #21 will provide reasonable accommodations to employees affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.

No employee will be discriminated or retaliated against because of pregnancy or because she requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act.

Employees affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth have the following rights:

- To ask your supervisor for a reasonable accommodation for your pregnancy, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from your pregnancy.
- To continue working during your pregnancy if a reasonable accommodation is available which would allow you to continue performing your job.

It is the employee's responsibility to make the request for an accommodation. If the requested accommodation imposes an undue hardship on the ordinary operation of the Regional Office of Education, the Regional Office of Education has the right to deny the requested accommodation. As part of this review process, the Regional Office of Education may ask the employee to provide the following documentation from the employee's healthcare provider:

- (i) The need or medical justification for the requested accommodation;
- (ii) A description of the reasonable accommodation medically advisable;
- (iii) The date the reasonable accommodation became medically advisable; and
- (iv) The probable duration of the reasonable accommodation.

It is the employee's responsibility to submit to the employer any documentation that is requested in accordance with this section.

If you have any questions regarding this policy, please contact your supervisor.

DRUG AND ALCOHOL-FREE WORKPLACE: E-Cigarette, Tobacco, and Cannabis prohibition

The Regional Office of Education has a zero-tolerance policy of drug and alcohol use in the workplace. Therefore, in agreement and compliance with the Drug-Free Workplace Act of 1988 and the Drug Free Schools and Communities Act of 1989, the following is drug and alcohol policy for the employees of the Regional Office of Education. The Right to Privacy in the Workplace Act (RPWA) allows employers to regulate employees' use of lawful products that impair an employee's ability to perform his or her assigned duties. All employees are prohibited from engaging in any of the following activities while on ROE #21 premises or while performing work for the ROE #21:

1. Unlawful manufacture, distribution, dispensing, possession, or use of an illegal or controlled substance.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage: being present on ROE premises or while performing work for the ROE when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on ROE premises or while performing work for the ROE when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33.7. The ROE considers employees impaired or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms listed in the Cannabis Regulation and Tax Act (CRTA).

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

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

Articulable Symptoms listed in 410 ILCS 705/10-50(d), added by P.A. 101-27, include the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or usual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.

For purposes of this policy, ROE #21 premises means workplace as defined in the CRTA in addition to school buildings, ROE #21 offices, grounds, and parking areas; vehicle used for school or ROE #21 purposes; and any location used for ROE #21 business and/or trainings or events. School grounds means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses, other school vehicles (i.e. driver's education vehicle).

As a condition of employment, each employee shall:

1. Abide by the terms of the ROE 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 District premises or while performing work for the ROE, no later than five (5) calendar days after such a conviction.
3. May be subject to random drug testing.
4. Will abide by the terms of this policy respecting a drug-free and alcohol-free workplace.

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

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

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District 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 District may impose upon employees for violations of this policy.
6. Remind employees that school policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco, and Cannabis Prohibition

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

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

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

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

Vaporization is defined as the act of inhaling and exhaling aerosol or vapor.

SUBSTANCE TESTING

To support the objective of a drug and alcohol-free workplace, testing for drugs & chemical substances may be required under the following circumstances:

(1) PRE-EMPLOYMENT

Pre-employment drug testing may be a part of the employment process. Upon an offer of employment, a test may be required for all final candidates, and no applicant-testing positive will be employed. This includes all employment and re-employment, whether for temporary, part-time or full-time positions.

(2) POST ACCIDENT

After a work-related accident where judgment, coordination or physical or mental ability may have been impaired. Testing is required after an injury resulting in medical treatment or lost time or for an employee whose behavior raises a reasonable suspicion of drug or alcohol use (Testing is also required for an employee, who causes injury to another person, and may not have caused injury to themselves). A test will also be required after a vehicle accident as defined by the Regional Office of Education's administration.

(3) REASONABLE SUSPICION

Based on reasonable suspicion for conduct or appearances that suggest the use or abuse of controlled substances.

(4) PERIODIC OR RANDOM

On an unannounced and random basis. Random tests may be more frequent for those working in a safety sensitive position; however all positions may be subject to random testing.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition, or alternatively, the ROE administration may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Regional Superintendent 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 ROE 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 Superintendent shall notify the appropriate State or federal agency from which the ROE receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

SUMMARY

While we hope that the Regional Office of Education will never have to address alcohol abuse or drug problems with any employee, it is only fair that every employee understands the consequences of violating this policy. Working under the influence of illegal drugs, cannabis, or alcohol, as indicated by test results or other evidence, and violation of other provisions of this policy will result in disciplinary action, up to and including discharge - even for the first offense. In addition, refusal to participate in any part of the program can be considered an act of insubordination and may also lead to disciplinary action, up to and including discharge.

Disclaimer

The Regional Superintendent reserves the right to interpret, revise or discontinue any provision of this policy.

CONCEALED WEAPONS

In the interest of protecting the safety of employees and customers of Regional Office of Education #21 and in recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), employees and visitors of Regional Office of Education #21 are prohibited from carrying firearms in any Regional Office of Education owned or leased building on any Regional Office of Education premise, at any Regional Office of Education work location, in any Regional Office of Education vehicle, at a Regional Office of Education controlled site, or at any time or in an area that is associated with Regional Office of Education employment while the employee is acting within the course and scope of his or her employment. Employees shall be aware of the list of prohibited areas described in the state statute. Employees who bring a weapon into one of the prohibited areas while acting within the course and scope of his or her employment will be subject to disciplinary action including, but not limited to, termination by the Regional Office of Education #21.

The word “employee” in this policy shall mean classifications including but not limited to, classified employees, unclassified employees, contractual employees, members of any boards or commissions, volunteers working on behalf of the Regional Office of Education.

Employees of Regional Office of Education #21 are prohibited from bringing a firearm onto a Regional Office of Education owned or leased parking lot, even if it is kept in his or her own vehicle, except for employees who possess a valid license to carry a concealed weapon. A Regional Office of Education employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a Regional Office of Education owned or leased parking lot, must secure his or her weapon in his or her own locked vehicle, either in a locked compartment within the vehicle or in the trunk before he or she acts in the course and scope of his or her employment.

Any Regional Office of Education employee who violates this policy shall be considered as acting outside the course and scope of his or her duties and will be subject to disciplinary action up to and including termination by the Regional Office of Education. Regional Office of Education #21 will not defend or indemnify an employee who carries or discharges personal weapons on the job.

HARASSMENT

It is the policy of Regional Office of Education #21 to provide an environment free from harassment of any kind (including sexual harassment) and not tolerate verbal or physical conduct by any employee or individual, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. Regional Office of Education #21 is committed to maintaining a workplace where each employee's privacy and personal dignity are respected and protected from offensive or threatening behavior.

Sexual Harassment

It is the responsibility of each individual employee to refrain from sexual harassment, and it is the right of each individual employee to work in an environment free from sexual harassment. The Regional Office of Education will not tolerate sexual harassment in any form, nor will it tolerate false or malicious accusations of sexual harassment. The ROE will remain uncompromised in providing and preserving a professional atmosphere free from sexual harassment of any kind.

All employees will be required to complete annual training on sexual harassment prevention as per the Work Transparency Act.

Definition of Sexual Harassment

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, 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.

Conduct commonly considered to be sexual harassment includes:

- Verbal: Sexual innuendos, suggestive comments, insults, humor and jokes about sex, anatomy or gender specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside their presence, of a sexual nature.
- Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.
- Visual: Posters, signs, pin-ups or slogans of a sexual nature.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.
- Textual/Electronic: "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or a "reasonable man", depending on the gender of the alleged victim. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

Responsibility of Individual Employees

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual who sexually harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including termination of employment.

An employee who either observes or believes herself/himself to be the object of sexual harassment is responsible for reporting the incident(s) to her/his supervisor or the Regional Superintendent.

Responsibility of Supervisory Personnel

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment, as you would deal with other forms of employee misconduct.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with seriousness, take prompt action investigate it, report it and end it, implement appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint. The Regional Superintendent will consult with supervisors on the proper procedures to follow.

Supervisors must report any incidents or complaints of sexual harassment to the Regional Superintendent on the date of the alleged occurrence, or the very next business day. In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Complaint Procedure:

An employee who either observes or believes herself/himself, to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to both the supervisor and offending employee. It is not necessary for sexual harassment to be directed at the person making the complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Written records such as letters, notes, memos, and telephone messages can strengthen documentation.

No one making a complaint will be retaliated against even if the complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

The process for making a complaint about sexual harassment falls into sexual stages.

- Direct Communication – If there is sexually harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or memo.

- Contact with Supervisory Personnel – At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor. If the harasser is the immediate supervisor, the problem should be reported to the Regional Superintendent.
- Formal Written Complaint – An employee may also report incidents of sexual harassment directly to the Regional Superintendent. The Regional Superintendent will counsel the reporting employee and be available to assist with filing a formal complaint. The Regional Superintendent will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

Resolution Outside Company

The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

ADMINISTRATIVE CONTACTS

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Marion: 618-993-7463

Marion TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

United States Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000

Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

False and Frivolous Complaints

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith, which cannot be proven. Given the seriousness for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including termination of employment.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

FRAUD, WASTE, ABUSE POLICY

Purpose

This policy applies to all board employees and/or approved volunteers. This policy applies to any instance of fraud, waste, or abuse involving not only employees, but also external organizations doing business with the Regional Office of Education #21.

General Purpose of Policy

Regional Office of Education #21 strictly prohibits the commission or concealment of acts of fraud, waste, or abuse. Any instance of such acts will be investigated and pursued to conclusion, including any employment or legal action where warranted. All employees and/or volunteers are responsible for reporting suspected instances of fraud, waste, and abuse in accordance with this Policy.

The ROE 21 Administration is responsible for the monitoring of operations, including the protection of organization assets from fraud, waste, and abuse. Administration has the primary responsibility over the implementation of internal and external controls to identify and detect fraud.

Regional Office of Education #21 provides independent comprehensive reviews and investigations to improve the organization's operations and contracts. The Regional Office is responsible for assisting in the deterrence and detection of fraud, waste, and abuse in the organization by examining and evaluating the adequacy and the effectiveness of the organization's systems of internal control, commensurate with the extent of the potential risk in the various segments of the organization. The Regional Superintendent will investigate any allegation of fraud, waste, and abuse; compliance and other violations.

To provide employees and citizens with a confidential and secure means of reporting suspected fraud, waste, and abuse in ROE 21, the Regional Superintendent established a Fraud, Waste, and Abuse Referral System. See the below definitions of "fraud", "waste", and "abuse." "Waste" and "abuse" are not necessarily fraudulent acts; however, each situation will be reviewed independently to assess the circumstances of the situation and occurrence of events.

After an investigation, if it is found that fraud, waste and/or abuse has occurred, disciplinary action up to, and including, termination (for employees) may be imposed on the individual that committed fraud, waste and/or abuse against the organization. If the act is completed by a volunteer, legal actions may be pursued.

CONFIDENTIALITY AND ANONYMITY

Your anonymity is assured. When you report, please remember the following concerning confidentiality and anonymity:

- Even if you report anonymously, once the report has been filed and the investigation begins, your co-workers or others who are familiar with the situation you are reporting may still be able to guess your identity.
- Whether you report anonymously or not, the Regional Superintendent will treat your report with confidentiality.
- It is not possible to guarantee absolute confidentiality in all circumstances. Disclosure to others inside or outside the organization may be required by law in certain cases.

Please do not let these possibilities discourage you from reporting an incident.

WHISTLEBLOWER PROTECTION

Retaliation against an employee who in good faith filed a report of alleged fraud, waste, or abuse, or who participated in an investigation, in violation of this Policy. Such “whistleblower protection” is granted via Illinois State Law, under 740 ILCS 174.

Definitions

Waste

“Waste” means the needless or careless expenditure, consumption, mismanagement, use, or extravagant of resources owned or operated by the organization to the disadvantage, or potential disadvantage, of the organization. Waste also includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls. Waste does not necessarily involve private use or personal gain, but almost always signifies poor management decisions, practices, or controls.

Fraud

Fraud consists of a dishonest, deliberate, and illegal act (the intentional wrongdoing) that results in an employee gaining money, property, or an advantage that they would not normally be entitled to.

Legally, fraud can lead to a variety of criminal charges, including theft, embezzlement, and larceny – each with its own specific legal definition and required criteria – each of which can result in severe penalties and a criminal record.

Abuse

“Abuse” means the excessive, or improper, use of something, or the use of something in a manner contrary to the natural or legal rules for its use; the intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of resources owned or operated by the

organization; or extravagant or excessive use so as to abuse one's position or authority. "Abuse" does not necessarily lead to an allegation of "fraud", but it could.

Examples of fraud, waste, and abuse activities include, but are not limited to:

- Forgery or alteration of organization and/or employee records/documents
- Misrepresentation of information on documents
- Theft, unauthorized removal, or willful destruction of organization records, organization property, or the property of other persons (to include the property of employees, customers, or visitors).
- Purchase of unneeded supplies or equipment.
- Purchase of goods at inflated prices.
- Misappropriation of funds, equipment, supplies, or any other assets.
- Improprieties in the handling and reporting of financial transactions.
- Falsifying work hours reported, or excessive use of organization time for personal business.
- Authorizing or receiving payments for goods not received or services not performed.
- Soliciting or accepting a bribe or kickbacks.
- Authorizing or receiving payment for hours not worked.
- Falsifying payroll information.
- Misuse of authority for personal gain.
- Any computer-related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes.
- Inappropriate use of organization-provided electronic devices, such as computers, PDAs, cell phones, pagers, e-mail, etc.

Responsibilities

Employees

Any employee who has knowledge of fraud, waste, or abuse, or who has good reason to suspect that such conduct has occurred, shall abide to the procedures in this Policy.

When an employee is made aware of suspected fraudulent activity, waste, or abuse, the employee shall immediately report the activity to his/her direct supervisor. If the employee believes that the supervisor is involved with the activity, he/she shall immediately report the activity to the Regional Superintendent.

The employee reporting an allegation shall not make any attempt to investigate the suspected activity prior to reporting it. The supervisor and/or Regional Superintendent will be the ones to manage the investigation of any fraud, waste, or abuse allegations.

An employee shall not destroy, or allow anyone else to destroy, any documents or records of any kind that the employee knows may be relevant to a past, present, or future investigation of fraud, waste, or abuse.

Administration's Responsibilities

The supervisor and/or Regional Superintendent will review pertinent information in a confidential and professional manner and will conduct a preliminary investigation of the alleged

activity. The preliminary investigation may include employee interviews and analyses of available records. A full investigation will follow if evidence points to possible fraud, waste, and/or abuse.

The Regional Superintendent will receive all reports (see “Filing a Report” below) and will review the report and determine if there are any follow-up questions for the person who filed the report.

Once an investigation is started, the Regional Superintendent will take immediate action to prevent the theft, alteration, or destruction of relevant records. Such actions may include, but are not limited to, limiting access to the location where the records currently exist, preventing the individual(s) who is(are) the subject of the investigation from having access to the records, and/or taking actual possession of such records.

Once the Regional Superintendent has sufficient evidence that there is indeed an unauthorized, illegal, irregular practice that could or has affected the office, the Regional Superintendent will report the matter to the Organization’s Attorney. If it appears that the matter is criminal in nature, the Organization’s Attorney will then advise other departments/agencies as necessary (e.g., Police Department, State Attorney General’s Office, Human Resources).

Filing a Report

Please keep the following in mind when reporting:

- If possible, report the issue to your supervisor or manager first. If you believe your supervisor is involved with the activity, report the activity to the Regional Superintendent.
- You must be able to provide adequate information to support an investigation. Mere speculation does not suffice.
- Your report must be made in good faith. An employee who knowingly makes a false or bad faith complaint will be subject to disciplinary and/or legal action.
- **Any suspected illegal, unethical, or violation of the adopted policy of ROE 21 should be reported immediately to whom you deem to be the appropriate person or the Regional Superintendent. It is not required to directly confront the person who is the source of the report, question, or complaint prior to notifying the individuals listed above. ROE 21 will take every reasonable measure to ensure that those named in the complaint of misconduct or are too closely associated with those involved in the complaint, will not be part of the investigative team.**

HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

Purpose:

The purpose of this policy is to ensure that our organization is compliant with the privacy rules established by the Health Insurance Portability and Accountability Act of 1996. The Privacy Rule Standards address the Use and Disclosure of individual’s health information called “protected health information” by organizations subject to the privacy rule, as well as standards for individual’s privacy rights to understand how their health information is used. A major goal of the Privacy Rule is to assure that individual’s health information is properly protected while

allowing the flow of information needed to provide and promote high quality health care and to protect the public's health and well-being.

Protected Health Information (PHI):

The Privacy Rule protects all *individually identifiable health information* held by the Regional Office of Education or any business associate in any form or media, whether electronic, paper, or oral. This *individually identifiable health information* is commonly referred to as protected health information. *Individually identifiable health information* is information that relates to:

- The individual's past, present or future physical or mental health or condition
- The provision of health care to the individual
- The past, present, or future payment for the provision of health care to the individual
- The identification of the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security number, etc.)

Consents & Authorizations

When protected health information is used for "payment, treatment, and health care operations," health plans DO NOT have to obtain participant consent. Should we need information for reasons other than for "payment, treatment, and health care operations," we will obtain an authorization form from the employee. The health plan **MAY** disclose protected health information to the sponsor of the plan.

Employee Rights

The privacy rules create three important rights for employee:

1. The right to access your protected health information
2. The right to amend your protected health information
3. The right to receive an accounting of disclosures made of it

"Accounting of Disclosures": Participants have the right to receive once every 12 months an accounting of the disclosures of their protected health information made by our health plans for up to six years immediately preceding the date of the request.

Our office is covered by the HIPAA Privacy Rules because we offer a group health plan to our employees. We have appointed a privacy officer within the company who is responsible for all of the administration of the Privacy Rule. The Privacy Practice Notice attached to this policy explains in detail how we may use or disclose information about you. Please read the Privacy Practice Notice and return the signed acknowledgement to the privacy officer.

AMERICANS WITH DISABILITIES ACT (ADA) and AMERICANS WITH DISABILITIES AMENDMENTS ACT (ADAAA)

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the

position. It is the policy of Regional Office of Education #21 to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the ROE's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired. Regional Office of Education #21 will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Regional Office of Education #21. Contact human resources with any questions or requests for accommodation.

All employees are required to comply with the ROE's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the ROE's ADA policy.

The Regional Superintendent is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires

an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.

- Direct threat: A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
- Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - The nature and cost of the accommodation.
 - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - The overall financial resources of the employer; the size, number, type and location of facilities.
 - The type of operations of the ROE, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

INTERNET/E-MAIL USAGE POLICY

The purpose of this policy is to ensure the proper use of the Regional Office of Education's information technology resources and make users aware of what the ROE deems as acceptable and unacceptable use of its electronic communication systems such as email, voice mail and internet usage. The ROE reserves the right to amend this policy at its discretion. In case of amendments, users will be informed appropriately.

This policy describes our organization's guidelines with regard to Internet access and e-mail messages sent or received by company employees with use of the Regional Office of Education #21 computer system. The ROE respects the individual privacy of its employees; however, employee privacy does not extend to the employee's work-related conduct or to the use of company provided equipment or supplies. It is preferred that all employees provide consideration and sound judgment when utilizing ROE computer software and hardware. Since technology is a powerful, technically complicated and expensive resource, we must seek to manage its utilization effectively.

Internet Access

Providing Internet access to its employees requires Regional Office of Education #21 to place certain restrictions on workplace use of the Internet. The ROE encourages employee use of the Internet to:

- ◆ Communicate with fellow employees and clients regarding matters within an employee's assigned duties
- ◆ Acquire information related to, or designed to facilitate the performance of regular assigned duties.
- ◆ Facilitate performance of any task or project in a manner approved by an employee's Manager.

Internet Access and its Compliance with Applicable Laws and Licenses

Employees must comply with all software licenses, copyrights, and all other laws governing intellectual property and online activity. Please be advised that your use of Internet access, provided by the ROE, expressly prohibits the following:

- Game playing.
- Employees should not install or download any software or hardware on company equipment without notification/consent of management.
- Accessing personal social media during normal work hours.
- Distribution of destructive programs (i.e., viruses and/or self-replicating code).
- Hateful, harassing, or other anti-social behavior.
- Intentional damage or interference with others (i.e. hacking).
- Making, viewing, or sending publicly accessible obscene files.
- Commercial usage for non-company business.
- Dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of Regional Office of Education #21
- Sending or soliciting offensive or harassing statements, sexually oriented material or images or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- Operating a business, soliciting money for personal gain, or searching for jobs outside the ROE.
- Sending chain letters, gambling or engaging in any other activity in violation of the law.

Email, voice mail, and internet usage are all valuable tools for educational research, communication, and information exchange and users are obliged to use the tools in a responsible, effective and lawful manner. Employees must sign the Acceptable Use Policy for ROE #21 before being granted electronic access. This authorization policy will apply to employees using both ROE equipment and to personal technology equipment used in ROE facilities including personal notebook computers, personal data assistants, USB devices, digital cameras, cellular phones, and any other wireless devices. Any new technologies will also be covered by this policy.

While the ROE's network administration desires to provide a reasonable level of privacy, users should be aware that electronic mail communications are not personal and private. Messages that are created, sent or received using the ROE's email system are the property of the ROE. Additionally, the ROE reserves the right to monitor all electronic mail communications without notice. Therefore, users should have no expectations of privacy in the use of these resources.

Further, any use of the Regional Office's information technology resources for any political or illegal purpose or for personal gain will serve as a basis for disciplinary and/or legal action.

Unacceptable uses also include, but are not limited to the following:

- Using email or technology resources for any purpose that violates federal or state laws.
- Using email or technology resources for commercial purposes.
- Misrepresenting your identity or affiliation in email communications or while using any technology resource.
- Sending harassing, intimidating, abusive, or offensive material to or about others.
- Use of the network to access obscene or pornographic material.
- Intercepting or altering network information packets without proper authorization.

E-Mail

Because the Regional Office of Education provides the e-mail system to assist you in the performance of your job, please use it only for official Regional Office of Education business. Occasional personal use of e-mail is permitted by the Regional Office of Education; however, proper discretion is advised. Personal e-mail will be treated the same as all other messages noted in this policy.

Password and Encryption Key Security and Integrity

Employees are prohibited from the unauthorized use of the passwords and computer encryption keys of other employees to gain access to the other employee's e-mail messages.

Virus Detection

All material downloaded from the Internet or from computers or networks MUST be scanned for viruses and other destructive programs before being placed onto the Regional Office of Education's computer system. Each employee's computer has access to a Regional Office of Education approved Anti Virus program and each Regional Office of Education location employees are responsible for downloading new virus updates when they become available as a virus deterrent mechanism. If an employee finds evidence of a virus, he or she should notify the sender of the e-mail, contact their supervisor immediately, and notify the systems/applications supervisor for verification and dissemination. If an employee should receive an e-mail warning of viruses, this

warning should be forwarded to administration for verification and dissemination.

Administration's Right to Access Information

The e-mail system has been installed by Regional Office of Education #21 to facilitate business communication. Although each employee has an individual password to access this system, it belongs to the Regional Office of Education and the contents of e-mail communications are accessible at all times by administration for any business purpose. These systems may be subject to periodic unannounced inspections without regard to content and should be treated like other shared filing systems. You should not use e-mail to transmit any messages you would not want read by a third party. All system passwords and encryption keys must be available to administration, and your passwords or encryption keys must be available to your Supervisor.

Access to Electronic Networks (6:235)

Electronic networks, including the Internet, are a part of the ROE's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication.

The Regional Superintendent shall develop an implementation plan for this policy and appoint system administrator(s). The ROE is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the ROE will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum

The use of the ROE's electronic networks shall: (1) be consistent with the curriculum adopted by the ROE as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

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

Acceptable Use

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

INTERNET SAFETY

Each ROE computer with Internet access shall have a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as

defined by federal law and as determined by the Regional Superintendent or designee. The Regional Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Regional Superintendent or system administrator. The Regional Superintendent or designee shall include measures in this policy's implementation plan to address the following:

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

Authorization for Electronic Network Access

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

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

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

Violation of Internet Acceptable Use Policy

Violation of this policy may include disciplinary action up to and including termination of employment. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the Regional Office of Education and fellow employees.

Waiver of Privacy

The Regional Office of Education has the right, but not the duty, to examine all aspects of its computer system, including, but not limited to: sites employees visit on the Internet; material downloaded or uploaded by employees; e-mail sent and received by employees. Employees waive any right to privacy in anything they create, store, send, or receive on the computer or the Internet.

Professional and Appropriate Conduct

(5:120-E, Code of Ethics for Illinois Educators, adopted by ISBE 23 III.Admin.Code Part 2)

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain

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

Code of Ethics for Illinois Educators Link to law:

https://www.isbe.net/Documents/educator_COE_0311.pdf

<https://www.ilga.gov/commission/jcar/admincode/023/023000220000200R.html>

Statement of Economic Interests

- The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:
- Superintendent;
- Building Principal;
- Head of any department;
- Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
- Hearing officer;
- Any employee having supervisory authority for 20 or more employees; and
- Any employee in a position that requires an administrative or a chief school business official endorsement. Ethics and Gift Ban policy, Ethics and Gift Ban, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

Ethics and Gift Ban, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

GIFTS AND GRATUITIES

The ROE appreciates gifts from any education foundation, other entities, or individuals. All gifts must adhere to each of the following:

1. Be accepted by the ROE or, if less than \$500.00 in value, the Regional Superintendent or designee. Individuals should obtain a pre-acceptance commitment before identifying the ROE or ROE program or activity as a beneficiary in any fundraising attempt, including without limitation, any Internet fundraising attempt.
2. Be given without a stated purpose or with a purpose deemed by the party with authority to accept the gift to be compatible with the Board's educational objectives and policies.
3. Be consistent with the ROE's mandate to provide equal educational and extracurricular opportunities to all students in the District as provided in school policy 7:20, *Equal Educational Opportunities*. State and federal laws require the District to provide equal treatment for members of both sexes to educational programming, extracurricular activities, and athletics. This includes the distribution of athletic benefits and opportunities.
4. Permit the ROE to maintain resource equity among its learning centers.

5. Be viewpoint neutral. The Regional Superintendent or designee shall manage a process for the review and approval of donations involving the incorporation of messages into or placing messages upon school property.
6. Comply with all laws applicable to the ROE including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Act, the Health/Life Safety Code for Public Schools, and all applicable procurement and bidding requirements.

The ROE will provide equal treatment to all individuals and entities seeking to donate money or a gift. Upon acceptance, all gifts become the District's property. The acceptance of a gift is not an endorsement by ROE. The method of recognition is determined by the party accepting the gift.

Prohibited Interests; Conflict of Interest; and Limitation of

Authority In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary. For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract: 1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness and impartiality, including a member of the employee's immediate family or household; 2. An employee's business partner; or 3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above. Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial, or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, Ethics and Gift Ban. Outside Employment Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Employment Background Screening

It is the policy of Regional Office of Education #21 to conduct pre-employment screening and credentials verification on applicants who are offered and accept an offer of employment. Employment background screens are conducted to ensure that individuals who join our organization are qualified for the position as well as to ensure that our organization maintains a safe and productive work environment free of any form of violence, harassment or misconduct.

An offer of employment is contingent upon the organization's receipt of a pre-employment background screening investigation that is acceptable to our organization. Any applicant who refuses to sign the Authorization and Disclosure Form will not be eligible for employment.

All screenings are conducted in conformity with the Federal Fair Credit Reporting Act (FCRA), the Americans with Disabilities Act (ADA), and state and federal anti-discrimination and privacy laws. All reports will be kept confidential and viewed only by individuals of our organization who have direct responsibility in the hiring process. In accordance with the Fair Credit Reporting Act, all background screens are conducted only after the applicant has received and signed an Authorization and Disclosure Form and Summary of Rights.

Our organization reserves the right to conduct a background screen any time after the employee has been hired to determine eligibility for promotion, re-assignment, or retention in the same manner as described above.

Background checks may include verification of information provided on the application for employment, the applicant's resume, or on other forms used in the hiring process. Information to be verified includes, but is not limited to, Social Security Number, previous addresses, education, and employment background. The background check may also include a criminal record check. A criminal conviction does not automatically bar an applicant from employment. If a conviction is discovered, Regional Office of Education #21 will review the conviction in accordance with the organization's intent to provide a safe and profitable workplace. Before the employment decision is made, a determination will be made whether the conviction is related to the position for which the individual is applying, or would present safety or security risks, taking into account the nature and gravity of the act, the nature of the position, and age of the conviction.

In addition, a driving record and credit report check may be completed on applicants for particular job categories if appropriate and job-related.

Our organization relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment, including interviews. Any misrepresentations, falsifications, or material omissions in any of the information or data, no matter when discovered, may result in the firm's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

SMOKING

The Smoke-Free Illinois Act requires that public places and places of employment, including company vehicles, must be completely smoke-free inside and within 15 feet from entrances, exits, windows that open, and ventilation intakes. In keeping with Regional Office of Education #21's intent to provide a safe and healthful work environment, smoking, smokeless tobacco, and vaping in the workplace is *prohibited* in all company buildings, vehicles, and job sites. The only exception to this policy is employees are allowed to smoke outside the building in designated areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

The Regional Office of Education #21 realizes the dangers of second hand smoke and recognizes that both employees and visitors have a right to be protected from the effects of such smoke. ROE #21 will follow state law in regards to smoking in and near public facilities.

This policy applies equally to all employees, customers, and visitors.

PARKING

All employees shall park in parking lots designated for Regional Office of Education employees.

CUSTOMER RELATIONS AND TELEPHONE CALLS

It is extremely important that our phones be kept clear for business calls. Personal calls are acceptable; however, proper discretion is advised. First impressions are very important and when answering the phone employees shall greet the caller with "Good Morning or Good Afternoon, Regional Office of Education #21, John/Jane Doe speaking-how may I help you" Employees who answer the phone should do so promptly and in a businesslike manner. Employees should keep in mind that this is the first impression of ROE #21 for the majority of our callers.

Employees will be held responsible for paying for all non-business-related long-distance phone calls.

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

Statement of Economic Interests The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act: 1. Superintendent; 2. Building Principal; 3. Head of any department; 4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater; 5. Hearing officer; 6. Any employee having supervisory authority for 20 or more employees; and 7. Any employee in a position that requires an administrative or a chief school business official endorsement. Ethics and Gift Ban Board policy 2:105, Ethics and Gift Ban, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

CELLULAR PHONE POLICY

This policy outlines the use of personal cell phones at work, the personal use of business cell phones and the safe use of cell phones by employees while driving.

Personal Cellular Phones

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

The Regional Office of Education will not be liable for the loss of personal cellular phones brought into the workplace.

Safety Issues for Cellular Phone Use

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

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

APPEARANCE

We are a professional Regional Office of Education. Therefore, our image should be reflected in dress and manner. Good grooming and tasteful attire are essential. Styles, appearance, habits or other practices that are distracting or offensive to others should be avoided. Pins, buttons and decals of political, lewd or inflammatory nature should not be worn. In keeping with the professional atmosphere, unless otherwise specified, the following clothing would not be considered appropriate attire:

- Casual clothing such as jogging outfits, tennis or canvas shoes, shorts, tank tops, t-shirts (with or without advertising), crop tops, facial piercings, and exposed body art.

Please consult your supervisor if you have any questions regarding appropriate dress.

MEAL PERIODS

Employees scheduled to work more than seven and one-half hours in a day are provided with a meal period. Supervisors will schedule meal periods to accommodate operating requirements. All support staff employees (with the exception of school support staff) must take their one-hour meal period from 12:00 pm-1:00 pm on normal workdays. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The ROE offices will be closed during this timeframe.

OUTSIDE EMPLOYMENT & EMPLOYEE PERSONAL PROJECTS

Employees are prohibited from having conflicting employment while employed in a full-time position with the ROE. An employee may not be paid by another employer for the same 35 hour period the employee is being paid by the ROE.

If a full-time employee performs outside services or employment, such services or employment must be reported to the Program Director and Regional Superintendent. This notification is required to avoid the potential of conflict with ethical guidelines.

REGIONAL OFFICE OF EDUCATION VEHICLES

All employees must get authorization to use Regional Office of Education vehicles. When using Regional Office of Education vehicles, you must follow all State and Federal laws. All employees shall pay any tickets in violation of the law.

REGIONAL OFFICE OF EDUCATION TOOLS AND EQUIPMENT

The Regional Office of Education shall supply all power tools and machinery. Tools and equipment shall be picked up at the end of the workday and returned to their proper location.

VISITORS/ ADMISSION TO FACILITIES OR OFFICE

All visitors must enter through the main office and must receive permission from administration to enter premises. Additionally, they must have an escort provided by administration.

Employees shall enter the operation only when they are there on business. At other times, they must obtain permission from administration (No other friends, visitors, or family shall be allowed without administration permission). Administration reserves the right to inspect all packages and containers entering or leaving the facilities.

OPERATING SUGGESTIONS AND IMPROVEMENTS

All employees are encouraged to bring to his/her supervisor's attention any suggestion he/she might have to improve the operating efficiency of our Regional Office of Education. All suggestions are carefully considered, and although change may not come immediately, it may be responsible for improvements and future successes.

ACCIDENT REPORTING AND INVESTIGATION

This policy shall apply to vehicle or personal injury accidents. Employees must report to their supervisor immediately following any accident or injury. Employees must complete an injury report and keep in touch with the supervisor in regard to recovery from accident following doctor visits. Supervisor must investigate the accident and report it to administration to prevent any further accidents.

UNIFORM GRIEVANCE PROCEDURE

A grievance is a formal complaint about an aspect of employment. The Regional Office of Education 21's grievance procedure offers a means of resolving these problems.

The Regional Office of Education 21 encourages employees to work out their differences informally, in frank and open discussion, without resorting to the formal grievance procedure, which should be considered only as a last resort in the problem-resolution process. No formal grievance will be considered unless there have been informal attempts to resolve the problem. Such attempts should include but are not limited to consultations with the Supervisor. The Supervisor will document informal attempts.

A student, parent/guardian, employee, or community member should notify the school district Principal or designee if he or she believes that the school, its employees, or agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding:

- Title II of the Americans with Disabilities Act;
- Title IX of the Education Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;

- Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*;
- Title VI of the Civil Rights Act, 42 U.S.C. § 2000d *et seq.*;
- Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. § 2000e *et seq.*;
- Sexual harassment (Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972);
- Bullying, 105 ILCS 5/27-23.7;
- Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children;
- Curriculum, instructional materials, and/or programs;
- Victims' Economic Security and Safety Act, 820 ILCS 180;
- Illinois Equal Pay Act of 2003, 820 ILCS 112; or
- Provision of services to homeless students;
- Illinois Whistleblower Act, 740 ILCS 174
- Misuse of genetic information (Illinois Genetic Information Privacy Act (GIPA) and Title I and II of the Genetic Information Nondiscrimination Act (GINA)
- Employee Credit Privacy Act, 820 ILCS 70/.

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

Right to Pursue Other Remedies Not Impaired

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

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, school business days means days on which the Regional Office of Education is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with the Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a

Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed. For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to the policies in place and by law.

Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student, under 18 years of age, the Complaint Manager 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, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as necessary to fully investigate the complaint, or (2) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older. The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent.

The Complaint Manager may request an extension of time. The Superintendent will keep the Board informed of all complaints. If a complaint contains allegations involving the Superintendent, the written report shall be filed directly with the Assistant Superintendent, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall mail his or her written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager. All decisions shall be based upon the preponderance of evidence standard.

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

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

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

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

Appointing a Nondiscrimination Coordinator and Complaint Managers

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the ROE’s efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as the District’s Title IX Coordinator.

The Superintendent shall appoint at least one Complaint Manager to administer the complaint process in this policy. If possible, the Superintendent will appoint two Complaint Managers, one of each gender. The District’s Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

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

Nondiscrimination Coordinator:

Johna Schullian, Comptroller
407 N. Monroe
Marion, IL 62959
jschullian@roe21.org
(618) 998-1283

Complaint Managers:

Eddy Henriksen, Principal
17428 Rt. 37
Johnston City, IL 62951
ehenriksen@roe21.org
(618) 983-6628

Mandy Horn, Asst. Regional Superintendent
407 N. Monroe
Marion, IL 62959
mhorn@roe21.org
(618) 998-1283

TITLE IX SEXUAL HARASSMENT GRIEVANCE POLICY (Adopted 11/2020)

Pursuant to Title IX, the Regional Office of Education does not discriminate on the basis of sex in any of the education program or activities it operates. This applies to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organization with which the ROE holds a collective bargaining or professional agreement.

Additionally, Sexual harassment, as defined by Title IX, is prohibited. Any person may report sex discrimination, including sexual harassment, in person, by mail, by telephone, or by electronic mail, using the contact information listed below for the Title IX Coordinator, or by

any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The person reporting does not have to be the alleged victim of sexual harassment. Such a report may be made at any time (including during non-business hours) by using the telephone number, electronic mail address, mailing address listed below for the Title IX Coordinator.

Title IX defines sexual harassment to mean conduct on the basis of sex that satisfies one or more of the following:

- (1) An ROE employee conditioning the provision of any aid, benefit, or service of the ROE on an individual's participation in unwelcome sexual conduct;
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the ROE's education program or activity; or
- (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30). (See Section VI "Key Definitions" below for extended definitions).

(hereinafter referred to as "Title IX Sexual Harassment"). Sexual harassment prohibited by this policy includes verbal or physical conduct. Examples of such conduct include but are not limited to off color jokes and the display or transmittal of sexually explicit or suggestive pictures.

I. Reporting Sexual Harassment:

Any person wishing to make a report of Title IX Sexual Harassment may bring such report to the attention of the Title IX Coordinator, the non-discrimination coordinator, a supervisor, principal, dean, or other ROE employee whom they feel comfortable discussing the matter with.

All school employees in receipt of such a report shall promptly forward the information to the ROE's Title IX Coordinator. Failure to promptly forward reports of Title IX Sexual Harassment to the Title IX Coordinator may result in discipline, up to and including dismissal.

Title IX Coordinator:

Name: Johna Schullian

Email: jschullian@roe21.org

Address: 407 N. Monroe Suite 300, Marion, IL 62959

Phone #: (618) 998-1283

Upon receipt of a report of sexual harassment, the Title IX Coordinator and/or his/her designee shall contact the Complainant to discuss the following:

- (1) The availability of supportive measures. This includes taking consideration of the Complainant's wishes with respect to supportive measures and informing the Complainant of the availability of supportive measures, with or without filing a Formal Complaint.
- (2) The process for filing a Formal Complaint.

In addition to reviewing the report of sexual harassment under the District's Title IX Sexual Harassment Grievance Procedure, the Title IX Coordinator will review existing ROE policies to

determine whether the reported conduct violates another provision that must be reviewed under the Uniform Grievance Procedure.

All responses to reports of Title IX Sexual Harassment will treat the Complainant and Respondent equitably by offering supportive measures to Complainant, and by following the ROE's Title IX grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures against a Respondent.

II. Filing a Formal Complaint:

A Complainant may elect to file a Formal Title IX Sexual Harassment Complaint ("Formal Complaint"). In response to any Formal Complaint that is filed, the Title IX Coordinator will initiate the ROE's Title IX grievance process (described in Section III, below) which fully complies with 34 C.F.R. § 106.45.

If a Complainant elects not to file a Formal Complaint, the Title IX Coordinator may sign a Formal Complaint alleging Title IX Sexual Harassment against a Respondent, which will initiate the District's Title IX grievance process.

The ROE will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of sexual harassment, a Complainant, any individual who has been reported to be the perpetrator of sex discrimination, a Respondent, and any witness, except as may be permitted or required by law, or to carry out the purposes of Title IX, including the conduct of any investigation or judicial proceeding arising hereunder.

III. Grievance Process for a Formal Title IX Sexual Harassment Complaint:

A. *General Rules:*

- (1) **Equitable Treatment of Complainant and Respondent:** Complainant and Respondent will be treated equitably. The ROE will follow a grievance process that does not impose any disciplinary sanction on a Respondent or actions that are not supportive measures until a determination of responsibility has been reached at the conclusion of the grievance process. In the event of a determination of responsibility against the Respondent, the Complainant will be provided remedies that are designed to restore or preserve equal access to the ROE's education programs or activities. Remedies may include the same individualized services defined below as "supportive measures;" however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.
- (2) **Presumption that Respondent is Not Responsible.** Until a determination regarding responsibility is issued at the conclusion of the grievance process, the ROE will presume the Respondent is not responsible for the alleged conduct.
- (3) **Objective Evaluation of all Relevant Evidence.** The ROE will require that, under the grievance process, all relevant evidence – including exculpatory and inculpatory – is objectively evaluated. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.
- (4) **Evidence.** The ROE does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a

legally recognized privilege, e.g., attorney-client privilege, doctor-patient privilege, or spousal privilege, unless the person holding such privilege has waived the privilege.

- (5) **No Bias, No Conflict of Interest.** Any individual designated by the ROE as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally, or an individual Complainant or Respondent.
- (6) **Training Requirements.** Any individual designated by the ROE as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process will receive training on the definition of Title IX Sexual Harassment; the scope of the ROE’s education programs and activities; how to conduct an investigation; the grievance process, including appeals and the informal resolution processes; and how to serve impartially, including how to avoid prejudgment of the facts at issue, conflicts of interest, and bias.

Decision-makers will receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant.

Investigators will receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of Formal Complaints of Title IX Sexual Harassment.

- (7) **Conclusion of the Grievance Process in a Reasonably Prompt Time Frame.** The formal grievance process, starting with the date the Formal Complaint is signed and concluding on the date the determination of responsibility is issued, shall take no more than 90 school business days. Prompt timelines will also be implemented for filing and resolving appeals and for managing information resolution processes. “School business days”, for purposes herein, means days on which the ROE’s main office is open. Temporary delays of the grievance process or limited extensions of time for completing the process shall be permitted for good cause, with written notice of such being issued to the Complainant and the Respondent informing them of the delay or time extension and the reasons, therefore. Good cause may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- (8) **Range of Possible Disciplinary Sanction and Remedies.** After a determination of responsibility as been issued, the ROE may implement recommended disciplinary sanctions, up to and including: (1) discharge, for a Respondent-employee; (2) expulsion, for a Respondent-student; and (3) termination of any existing contracts and/or prohibition from ROE property and activities, for a

third-party Respondent. Remedies which may be made available following a determination of responsibility will be designed to restore or preserve equal access to the ROE's education programs and activities. They shall include, but will not be limited to, Supportive Measures.

(9) **Standard of Evidence.** The ROE will base all determinations on the clear and convincing evidence standard.

(10) **Right to Appeal.** Complainant and Respondent will have the right to appeal a determination of responsibility, or a determination to dismiss all or part of a Formal Complaint, pursuant to the Appeals Process (outlined below Section III.G).

B. Notice of Allegations:

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice to all known parties. This written notice will include:

- Notice of the grievance process, including a description of informal resolution processes available.
- Notice of the allegations of Title IX Sexual Harassment raised in the Formal Complaint, including sufficient details known at the time, such as the identities of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. Parties will be given sufficient time to prepare a response prior to undergoing any initial interview.
- A written statement that the Respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the grievance process.
- Notice that the parties are entitled to, but are not required to, have an advisor of their choice who may be, but is not required to be, an attorney. The advisor will be permitted to inspect and review the evidence collected.
- Provisions of the ROE's Code of Conduct and/or Board Policy which prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, at any point during the investigation, new allegations not listed in the initial written notice are raised about the Complainant or Respondent and the ROE decides they must be investigated, the ROE will provide notice of these additional allegations to all parties whose identities are known.

C. Dismissing a Formal Complaint:

The ROE will investigate allegations raised in a Formal Complaint. The ROE must dismiss the Formal Complaint if: (1) the conduct alleged in the Formal Complaint would not constitute Title IX Sexual Harassment, even if proved; (2) the conduct did not occur in the ROE's education program or activity; or, (3) the conduct did not occur against a person in the United States. Such a dismissal will not preclude the ROE from taking action under another provision of its Code of Conduct or Board Policy, if applicable.

Additionally, the ROE may dismiss the Formal Complaint or any allegations therein, if, at any time during the investigation: (1) the Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein; (2) the Respondent is no longer enrolled or employed by the ROE; (3) or specific circumstances

prevent the ROE from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

Upon either a required or a permitted dismissal of the Formal Complaint or allegations therein, the ROE will promptly and simultaneously send to the party's written notice of the dismissal and the reason(s) therefore.

D. Consolidating Formal Complaints.

The ROE may consolidate Formal Complaints of allegations of Title IX Sexual Harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this process to the singular "party," "complainant," or "respondent" include the plural, as applicable.

Investigating Formal Complaints.

Throughout its investigation, the ROE will ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the ROE and not on the parties. That being said, the ROE cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the ROE obtains that party's or that party's parent's, if applicable, voluntary, written consent to do so. Further, the ROE will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. They will not be restricted from discussing the allegations under investigation or from gathering and presenting relevant evidence on their own.

Further, parties will have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. Any restrictions placed on the extent to which an advisor will be permitted to participate in the proceedings herein shall apply to all parties equally.

When a party or witness is expected to or invited to participate in a proceeding under this process, they will receive written notice of the date, time, location, participants, and purpose of such, with sufficient time for the party to prepare to participate.

Both parties will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including any evidence the ROE does not intend to rely on in reaching a determination regarding responsibility, as well as any inculpatory or exculpatory evidence, whether obtained from a party or other source. This will ensure that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the ROE will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have 10 days/school days to submit a written response, which the investigator will consider prior to completion of the investigative report.

Finally, an investigative report that fairly summarizes the relevant evidence will be sent to each party and the party's advisor, if any, at least 10 days/school days prior to a determination of responsibility being issued, for each party to review and provide a written response to. The investigative report will be provided in an electronic format or a hard copy.

E. Determination Regarding Responsibility.

No sooner than 10 days/school days after the parties have received a copy of the investigative report, the initial decision-maker will reach a determination regarding responsibility. This determination will be made applying the clear and convincing evidence standard of evidence. The initial decision-maker will not be the same person as the investigator or the Title IX Coordinator.

Prior to rendering such a determination, the initial decision-maker will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or

witness. Responses/answers to the written questions will be provided to each party. Each party will then be permitted to submit limited follow-up questions.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior will not be considered relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. In the event any submitted question is excluded as not relevant, the initial decision-maker will provide a written explanation to the party proposing the question outlining why it was determined that such a question was not relevant, and therefore not submitted to the other party or witness.

The written determination of responsibility will include the following pieces of information:

- (1) An identification of the allegations potentially constituting Title IX Sexual Harassment;
- (2) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- (3) Findings of fact supporting the determination;
- (4) Conclusions regarding the application of the ROE's code of conduct to the facts;
- (5) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the ROE will impose on the Respondent, and whether remedies designed to restore or preserve equal access to the ROE's education program or activity will be provided to the Complainant; and
- (6) The ROE's procedures and permissible bases for the Complainant and Respondent to appeal.

Each party will receive the written determination simultaneously. The determination of responsibility will become final either on the date the ROE provides the parties with the written determination of the result of the appeal, or, if no appeal is filed, on the date which an appeal would no longer be considered timely.

F. Appeals Process.

Both parties may appeal a determination regarding responsibility or the ROE's decision to dismiss all or part of a Formal Complaint. All appeals must be submitted to the Title IX Coordinator, in writing, within 10 days/school days of receiving the determination of responsibility. The following basis for appeal will be considered:

- (A) A procedural irregularity that affected the outcome of the matter;
- (B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- (C) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Upon receipt of an appeal from a party, the District will:

- (A) Notify the other party in writing that an appeal has been filed and that the appeal procedures will be implemented equally for both parties;

(B) Give both parties five (5) days to submit a written statement in support of or challenging the outcome;

(C) Promptly provide all relative materials for the appeal to the appellate decision-maker; and

(D) Within thirty (30) days of receiving the appeal request, issue a written decision describing the result of the appeal and the rationale for the result and provide the written appellate decision to both parties simultaneously.

The appellate decision-maker will not be the same person as the initial decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator. Further, the ROE will ensure that the appellate decision-maker will not have a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent involved.

G. Informal Resolution Process:

Any time prior to reaching a determination regarding responsibility, the parties may elect to participate in an informal resolution process, in lieu of the Formal Complaint grievance process outlined herein at Section III. Examples of informal resolution processes which may be pursued include, but are not limited to, mediation. These processes do not involve a full investigation and adjudication.

An informal resolution process is available for any incident reported under a process herein, except for incidents where the alleged Title IX Sexual Harassment occurred between an employee and a student. The informal resolution process may be requested and initiated any time prior to a determination regarding responsibility being reached. Both parties must provide voluntary, written consent to initiate the informal resolution process. Consent can be withdrawn by either party at any time prior to an agreement being reached to resolve an allegation. Prior to or in the event no agreement to resolve an allegation is reached during the informal process, the parties may resume the formal resolution process.

Any records collected during this informal resolution process may be maintained as part of the ROE's record-keeping on an allegation of Title IX Sexual Harassment raised pursuant to this Policy.

H. Recordkeeping.

For the period of seven (7) years, the ROE will maintain records of:

- Each sexual harassment investigation including any determination regarding responsibility;
- Any disciplinary sanctions imposed on the Respondent and any remedies provided to the Complainant designed to restore or preserve equal access to the ROE's education program or activity;
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. These training materials will also be made publicly available on the ROE's website.

Further, the ROE will create and maintain, for seven (7) years, records of any actions, including any Supportive Measures, taken in response to a report or Formal Complaint of Title IX Sexual Harassment. Such records will include:

- Documentation of the basis for the conclusion that the ROE did not act deliberately indifferent following receipt of the report or Formal Complaint;
- Documentation showing the ROE took measures designed to restore or preserve equal access to its education program or activity.
- In the event the ROE did not provide a Complainant with any Supportive Measures, documentation showing the reasons why such a response was not clearly unreasonable in light of the known circumstances.

IV. Violations of Title IX Sexual Harassment:

Any ROE employee determined to have engaged in Title IX Sexual Harassment shall be subject to discipline up to and including discharge. Any third-party determined to have engaged Title IX Sexual Harassment will be addressed in accordance with applicable ROE policies as they relate to the ROE’s authority over said party. Students determined to have engaged in Title IX Sexual Harassment shall be subject to appropriate discipline, including, but not limited to suspension or expulsion, consistent with the ROE’s student behavior policies. Any person making a false allegation of sexual harassment shall be subject to like discipline. A false allegation of sexual harassment occurs when the person who alleges the sexual harassment knows that the alleged harassing conduct did not occur.

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

V. Retaliation Prohibited:

There shall be no retaliation or threat of retaliation by the ROE, an ROE employee or ROE official against anyone for reporting alleged Title IX Sexual Harassment. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Reports of retaliation will be handled in accordance with the ROE’s Uniform Grievance Procedure. Any person who retaliates against others for reporting or complaining of violations of this Grievance Procedure or for participating in any manner under this Grievance Procedure will be subject to discipline, up to and including discharge or in the case of a student up to suspension or expulsion.

VI. Key Definitions:

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Dating Violence, for purposes of “Title IX Sexual Harassment,” means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. 34 U.S.C. §12291(a)(10).

Domestic Violence, for purpose of “Title IX Sexual Harassment,” includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of

the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. 34 U.S.C. §12291(a)(8).

Education program or activity includes locations, events, or circumstances where the ROE has substantial control over both the Respondent and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment Complaint means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the ROE investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Sexual Assault, for purposes of "Title IX Sexual Harassment," means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. 20 U.S.C. 1092(f)(6)(A)(v).

Stalking, for purposes of "Title IX Sexual Harassment," means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for his or her safety or the safety of others, or (2) suffer substantial emotional distress. 34 U.S.C. §12291(a)(30).

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a *Formal Title IX Sexual Harassment Complaint* or where no *Formal Title IX Sexual Harassment Complaint* has been filed.

Legal Reference:

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

Title IX Coordinators and Investigators

Johna Schullian
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(618) 998-1283

Eddy Henriksen
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ehenriksen@roe21.org
(618) 983-6628

Decision-maker

Lorie LeQuatte
901 Public Square, Benton, IL 62812
llequatte@roe21.org
(618) 438-9711

Appeals Decision-maker

Mandy Horn
407N. Monroe Suite 300, Marion, IL 62959
mhorn@roe21.org
(618) 998-9711

Employment Status

INTRODUCTORY PERIOD

Your first 90 days of employment shall be considered an introductory period. It gives you the opportunity to complete your training and learn more about our Regional Office of Education and gives us the opportunity to find out if the new team member will measure up to our standards. Completion of the introductory period does not guarantee employment and does not create an employment contract since we maintain an employment at will relationship with all employees.

INDIVIDUAL EMPLOYEE CLASSIFICATIONS AND SCHEDULED DAYS

- Nine Month (180 day) employees will work the same schedule as the ECHO/STAR Quest regular school calendar.
- Ten Month (200 day) employees will work four weeks outside the ECHO/STAR Quest regular school calendar.
- Twelve Month employees will work the entire year.

FULL-TIME EMPLOYEE

After your 90-day, introductory period, you will be considered a full-time employee if hired to work 35 hours per week on a regular basis for at least 26 consecutive weeks. Full-time employees are eligible for certain Regional Office of Education benefits.

PART TIME EMPLOYEE

After your 90-day, introductory period, you will be considered a part-time employee if hired to work less than 35 hours per week on a regular basis. Part-time employees are eligible for Regional Office of Education benefits on a pro-rata basis. (Please see exceptions for health insurance)

WORK HOURS

Our normal work hours will vary based on seasonal activity and customer needs. Normally, however, our hours will be between 8 a.m. - 4 p.m., Monday thru Friday. (See Meal Periods, p.28) Employees will post weekly work schedules on the shared electronic calendar. All employees are expected to work when necessary to meet Regional Office of Education needs.

REPORTING ABSENCES & ATTENDANCE

To maintain a productive work environment, our Regional Office of Education expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Regional Office of Education. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they are required to notify via call or text the ROE Superintendent and their immediate supervisor at least one hour before they are scheduled to work, or earlier if possible.

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

EMPLOYMENT RECORD/ EMPLOYEE STATUS CHANGES

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

**COMPENSATION
POLICIES**

PAYROLL PERIOD/TIME CARDS/PAY DAY

Salaries are established by the Regional Superintendent and reported to the Comptroller on an Initial Payroll Authorization form prior to the begin date of the salary. No salary will begin without an Initial Payroll Authorization form signed by the Regional Superintendent.

Staff members of the Regional Office of Education are paid via direct deposit semi-monthly on the 15th and 30th of the month. Payroll on the 15th for salaried employees covers services rendered between the 1st and the 15th of the month. The 30th payroll covers services rendered between the 16th and the end of the month. The 15th payroll for hourly employees covers the 16th through the end of the previous month and the 30th payroll covers the 1st-15th of the current month.

Notice of Changes in Pay Rate, Hours, Project or Job

Changes in an employee's pay rate, hours or days scheduled to work, project, or job assignment or the like are recorded by the Program Director on a "Payroll Change Notice," which is submitted to the Regional Superintendent for approval and then forwarded to the Comptroller for implementation. It is important that all such change reports be received prior to the effective date for the change, since many changes have implications for benefits and pay.

Accurately recording time worked is the responsibility of every non-exempt employee. When time and events must be entered on timesheets, they are to be recorded within a reasonable time period. Employees should make every effort to arrive by the appointed time, constant tardiness will not be tolerated. Time worked is all the time actually spent on the job performing assigned duties. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment. Both the supervisor and the employee can be held responsible for any of these dishonest actions and may result in criminal prosecution.

The supervisor will review and then initial the time record before submitting it to Payroll for processing. In addition, if the employee makes corrections or modifications to the time record, the supervisor must verify the accuracy of the changes by initialing the time record.

OVERTIME

Three classifications of employees exist within the ROE: Program Staff, Faculty, and Support Staff. Anyone teaching full-time is considered faculty. Support staff includes custodian, secretaries, and certification. Directors, coordinators, and financial staff are classified as program staff.

Any overtime work must be preapproved by the superintendent. Circumstances may require employees to work additional hours from time to time. We do expect all employees to work additional hours should it become necessary. If overtime work is approved, it is paid at one and one-half times regular pay only on actual hours worked over 35-per week.

Vacation, holiday time, time off without pay, and personal days are not considered "hours worked." A member of administration must authorize overtime.

PAYROLL DEDUCTIONS

There are payroll deductions that are required by Federal & State regulation including Federal & State Income Tax, Social Security Tax, Medicare Taxes and Garnishments/Wage attachments. Additionally, there may be withholdings authorized by each employee for specific employee benefits including medical insurance, retirement plan contributions, etc.

BUSINESS TRAVEL EXPENSES

Travel will be reimbursed at a rate determined by the Regional Superintendent and based on budgetary limitations. Each employee will be assigned a base of operations from which mileage will be determined. Travel from home to the assigned base will not be reimbursed. Reimbursable expenses can only be issued based on specific grant funding guidelines when applicable.

Staff Travel

Each employee shall be assigned a primary work location. No travel between an employee's residence and the primary work location is reimbursable. Lodging and per diem are not reimbursable when in the primary work location city or the city of residence. Meals are reimbursable if the expense is incurred due to a lunch or dinner meeting.

Mileage expenses, parking fees, etc., associated with the Regional Office of Education business are reimbursable within the limits of the individual grant program or the policies of the ROE. Travel will be reimbursed at a rate determined by the Illinois State Guidelines and the Regional Superintendent.

Each employee will be responsible for submitting a monthly travel claim and supporting documents as required by the individual travel policy. The Program Director will approve travel claims for staff members. The Regional Superintendent or a designee will approve travel claims for Directors. Travel must be submitted on a timely basis to allow for proper financial planning. Travel requests after the close of the project year will not be honored. Misrepresentation may be cause for disciplinary action.

Out of State Travel

All out of state travel requires the prior approval of the funding agency and the Regional Superintendent where applicable.

Transportation

All travel should be by the most economical mode of transportation, considering travel time, costs and work requirements. Arrangements on airplanes or trains shall be the least costly reasonable alternative. Reimbursement for mileage in a private vehicle shall be in accordance with the grant project's specific travel policy or the ROE policy. Only the employee whose car is being used will be reimbursed for mileage. Employees will be reimbursed for their travels at the established IRS Mileage Rate.

Lodging

It is the responsibility of each Program Director to secure the lowest reasonable lodging rate at the time of making reservations. Consideration should also be given to the convenience of staying in the conference hotel, which may offset the cost consideration. Refer to the travel

policy to see the maximum allowable amount for lodging. A person who, due to a handicap, may require special lodging consideration may be reimbursed for the actual cost of the least costly lodging that is substantially accessible. A receipt is required for all lodging reimbursement.

Miscellaneous Travel Expense

Reimbursement for cabs, toll fees, and parking will be in accordance with the applicable travel policy. When receipts are required, there will be no reimbursement without them.

Meal reimbursement may be claimed by using the per diem rate or by submitting receipts for actual expenses. Although either method (per diem or actual receipts) is acceptable, only one method may be used on any specific trip. Using both methods on the same trip is prohibited. Employees should request a worksheet to determine per diem rates.

ROE21 School Facilities Closings

Project ECHO Alternative School, STARQuest North RSSP, and ECHO Juvenile Detention Center –

- Regional Superintendent will make the decision to close schools following the recommendation of the bus barns along with collaboration with Franklin and Williamson County Schools.
 - The Regional Superintendent will contact the School Districts, Bus Barns and post the closings on local News Channels.
 - The ROE #21 Principal/Assistant principal will notify
 - Staff, families, bus drivers and/or other relevant personnel

STARQuest South RSSP –

- Will follow the Massac County School District decision and **will not** be posted to the news channels, but will be shared by Messenger and/or Remind App.
- The Regional Superintendent will communicate the school closure to the Principal/Assistant Principal who will notify SQS personnel.

ROE21 County Office Closings

Notification of a county office closure will be shared with the staff member(s) who report to that respective office, once notification is received by the Regional Superintendent. The Regional Superintendent will be in communication with each county office and will follow the county decision to close each office building in the event of inclement weather or any other unforeseen circumstance that may arise. EMA Notification / Alert system subscriptions are listed below:

- Franklin County EMA – Text a Franklin County Zip Code to 888777
- Williamson County EMA – <http://hyper-reach.com/ilwilliamsonsignup.html>
- Johnson County EMA – Follow Johnson County Clerk on FB for updated closings. (Please contact ROE Supt or Asst Supt with this information)
- Massac County EMA – no alert system in place

Employees who are unable to arrive for work when an office remains open may utilize a sick or personal day. All employees who are unable to report to work should notify the Regional Superintendent or Assistant Regional Superintendent. On days when weather conditions worsen as the day progresses, the Regional Superintendent may decide to close the office early. Employees will be expected to remain at work until they receive permission to do otherwise.

Office Closure will be posted on our Facebook page, ROE Website, and on the doors of our offices for public notification.

Benefits

BENEFITS

Because of the nature of the work performed by the ROE, all employees are considered to be professionals. As such, it is expected that each employee will be treated in a professional manner with respect to taking time off from work and that each employee will respect the professional atmosphere of the ROE and not attempt to take advantage of the flexibility offered to employees. It is expected that all employees will work closely with the Superintendent regarding time away from the job.

HOLIDAYS

Annually, the Regional Superintendent and the County Boards will establish a calendar for the Regional Office of Education to determine which paid holidays will be recognized. Full-time staff will be eligible for all paid holidays if the holiday falls on a workday or another day is approved in the work schedule. Part-time employees will not be eligible for paid holidays. The Holiday Schedule will be provided to staff when received by the ROE.

Christmas Week: The ROE offices will observe days off during the week between Christmas and New Year's Day. The Superintendent will determine the days off prior to September 1st each year and give to the staff. Some support staff may be required to perform necessary functions during this timeframe.

An employee must work a full day on the scheduled workday before and after the holiday in order to be eligible for holiday pay unless approved in advance.

Secretaries

Employees will follow the combined ROE #21/County approved calendars.

PERSONAL DAYS

Full-Time, nine, ten, and twelve-month staff are eligible for two personal leave days per year. Personal leave may be taken for any reason with prior approval from the Regional Superintendent.

Personal leave must be scheduled with and approved by the immediate supervisor and the Superintendent in advance. During the first year, an employee must complete three months of service before being eligible to use personal leave. Unused personal days will accumulate as unused sick days.

VACATION

Vacation time is a benefit provided to full time employees.

After one calendar year of service – 5 working days per year

After two calendar years of service – 10 working days per year

After three calendar years of service – 15 working days per year

After 11 calendar years of service and beyond – 20 working days per year

Vacation must be scheduled and approved by the Program Director and the Regional Superintendent. Staff requesting vacation time should complete a Request for Vacation Time using the “Absentee” form and submit it to their immediate supervisor for approval. Approved forms are then submitted to the designated person(s) for recording on the employee’s master file.

Vacation time earned in one fiscal year shall be used by the end of the following fiscal year or the employee shall lose it. Annual vacation days may be carried beyond the end of the fiscal year in which they are earned but must be used within 45 days after the end of the fiscal year. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employment of the school system for one year.

SICK LEAVE

At the beginning of each contract year the employee will be advanced one day of sick leave for each month of their contract. Employees may take those days in no less than ½ day increments during the course of the contract year. Unused sick days will carry over to the next year and may be accumulated on an unlimited basis.

Employees who work 30 hours per week or more shall be granted sick leave as follows:

- a) 12-month employees – 12 sick days (96 hours) per year
- b) 10-month employees – 10 sick days (80 hours) per year
- c) 9-month employees – 9 sick days (72) hours per year
- d) Part-time and temporary employees – ineligible

Sick leave shall be defined to mean personal illness, quarantine at home, medical appointments, or serious illness or death in the immediate family. The “immediate family” shall include parents, spouse (domestic partner), siblings, children, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Employees are encouraged to schedule routine medical appointments outside working hours.

If the Regional Superintendent has reasonable grounds to believe sick leave is being abused, he/she may require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was necessary. In addition, any absence of more than three consecutive working days must be accompanied by a medical doctor’s documentation validating the illness and the employee’s ability to return to work.

To be eligible for sick pay, an employee must notify his/her Program Director or their clerical designee as early as possible on the day of the absence. That person should then complete an “Absentee” form for the ill employee and submit it to the appropriate supervisor or the Regional Superintendent for review and signature. The signed form is then forwarded to the designated person(s) for recording on the employee’s master file.

Unused sick leave may be carried beyond the fiscal year in which it is earned.

Employees covered by the Illinois Municipal Retirement Fund in accordance with IMRF Rules and Regulations may use 240 days (1 year) of accumulated sick leave as service credit at retirement.

Employees covered by the Illinois Teacher's Retirement Plan in accordance with TRS Rules and Regulations may use 340 days (2 years) of accumulated sick leave as service credit at retirement.

No employee will receive pay for any unused sick days upon termination from the Regional Office of Education.

Transfer of Sick Days to ROE Employees

ROE 21 Employees may transfer accumulated sick leave days to another staff member who has exhausted their days and may need extra days due to illness, death, or other extreme circumstances. If you wish to transfer any of your accumulated sick leave days you will need to complete the ROE 21 Sick Leave Transfer Form, make a copy for your records, and return the original to the ROE 21 Comptroller and Regional Superintendent for approval. If approved administration will then notify the recipient of the transferred sick days and record them appropriately. *The ROE will only accept 1 transfer day at a time.*

HEALTH INSURANCE

We provide a group health insurance plan for all eligible full-time employees. The Regional Office of Education may pay a portion of health insurance premiums for each eligible full-time employee. Employees may purchase dependent coverage at an additional cost. **See official plan documents or Insurance administrator for complete details.**

LIFE INSURANCE

IMRF employees are eligible for Life Insurance coverage offered through Illinois Municipal Retirement Fund. **See official plan documents or Insurance administrator for complete details.**

DENTAL INSURANCE

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

RETIREMENT – TRS/IMRF

We provide a retirement plan for all eligible full-time employees; eligibility is based on employment position.

ANCILLARY INSURANCE COVERAGE

Employees interested in disability, cancer, or intensive care insurance may purchase this on their own running the premiums through our payroll deduction program. The Regional Office of Education offers this as an administrative service only to the employee. Inquires relating to any

ancillary insurance should be directed to the insurance agent. The Regional Office of Education makes no representations with respect to any ancillary insurance coverage and any administrative assistance provided shall not be construed as endorsing such insurance coverage. For more information, please contact the Comptroller.

JURY DUTY

Employees who are called for jury/witness duty shall be excused from their work for the required period of time necessary to perform this duty. The ROE shall pay the difference between the pay for jury duty and normal compensation.

Attendance in Court

Any employee required (subpoenaed or at Employer's request) to attend Court or legislative proceedings which arise out of duties performed as an ROE employee shall have the time spent compensated as time worked. This would not apply to suits or claims filed against the employer by an employee unless attendance at the hearing is requested by the employer.

FAMILY & MEDICAL LEAVE OF ABSENCE POLICY (FMLA)

(For full policy see Comptroller)

Employees may apply for up to twelve (12) weeks of unpaid leave per twelve (12) month period under the provisions of the Family and Medical Leave Act of 1993. Leave will be granted to any eligible employee who applies under the following circumstances:

1. His/her own serious health condition
2. His/her need to care for a parent, spouse, or child with a serious health condition
3. The birth or adoption of his/her child or the placement of a foster child with the employee.
4. A qualifying exigency arising out of a spouse, son, daughter, or parent on active duty or who has been notified of an impending call to active duty status, in support of a contingency operation.
5. To care for a spouse, son, daughter, parent, or next of kin of a servicemember who has incurred a serious injury or illness in the line of duty while on active duty.

To be eligible for Family and Medical Leave, the employee must have at least twelve (12) months of service and have worked a minimum of 1,250 hours during the twelve (12) months prior to the leave. In addition, the leave for birth or placement of a child must take place within twelve (12) months of the birth or placement.

Certification of the Serious Health Condition:

The Regional Office of Education requires medical certification of serious health conditions. The employee must respond to such a request within 15 days of the request. Failure to provide certification will result in denial of leave. Medical certification is provided by using the Medical Certification Form if it is the employee's own serious health condition.

If leave is requested to care for a family member with a serious health condition, the medical certification must include an estimate of the amount of time the employee will be needed to care for the family member.

Procedure for Requesting Leave:

The employee shall submit a written request to the Regional Superintendent giving the reason for the leave and the requested leave dates. An employee may request to take the leave in intermittent periods in the case of the employee's own Illinois or the serious illness of a spouse, child or parent, but not for the birth, adoption or placement of a child.

For leave based upon serious health conditions, medical documentation from a physician must be submitted with the leave request. The Regional Superintendent may require a second medical opinion from a physician named and reimbursed by the Regional Office of Education.

Benefits during Leave

During leave based upon serious health conditions, all accrued sick, vacation, holiday, and personal leave will be utilized before unpaid leave is given. The total of both paid and unpaid leave time will be 12 weeks in a 12-month period.

During leave for birth, adoption or placement of a child, sick pay will be utilized during the period of physical disability of the mother and/or child. Then any accrued vacation, holiday and personal leave will be utilized before unpaid leave is given. The total of both paid and unpaid leave time will be 12 weeks in a 12-month period.

During a medical or family leave, vacation and sick leave will continue to accrue as long as the employee is on paid status. Employees who participate in the group health plan will remain covered and the ROE will pay the employer's portion of the employee's coverage. Any employee share will be the responsibility of the employee.

Return to Work

At the conclusion of leave of up to 12 weeks, the employee will be returned to the same position or a comparable position with equivalent benefits, pay and other terms and conditions of employment.

Extended Medical Leave

Employees, who are unable to return to work within the 12-week maximum period for Family and Medical Leave, may apply in writing for an extension of their leave under the provisions of this section.

Such extensions require the approval of the Regional Superintendent. Extensions may be granted for up to 14 additional weeks, bringing the total leave to 26 weeks. Additional medical certification may be required from the employee at this time.

During an extended leave, the ROE will continue to pay the employer's cost of the group health plan as long as the employee is receiving pay. After that, the employee will be required to pay the cost for his/her group health coverage. No vacation, holiday or sick leave benefits will accrue during the unpaid leave period.

No promise of return to the original or a comparable position is made or implied. At the conclusion of the extended leave, the ROE will make an effort to return the employee to a

position as close as possible to the one he/she left. In some instances, the only position available for the employee may be in another program with a different rate of pay and perhaps a different working schedule.

BEREAVEMENT LEAVE ACT POLICY

In the event of a death in an employee's immediate family, an employee must request and may be granted a leave of absence without loss of pay up to three (3) regularly scheduled workdays. Part-time employees shall receive the same benefits prorated to their regularly scheduled hours.

For the purposes of the above provision, the employee's immediate family shall be defined as: spouse, child, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren.

In the event of the death of a child, employee's may be eligible for leave under the Child Bereavement Leave Act (CBLA).

Eligibility

CBLA falls under the same standards as FMLA. Therefore, an employee must meet the same eligibility requirements listed in Regional Office of Education #21's FMLA Policy in order to be eligible to take leave under the CBLA. Child bereavement leave may not be taken in addition to unpaid leave permitted under FMLA, and may not exceed unpaid leave time allowed under FMLA.

Type of the Leave Covered

These 2 weeks (10 work days) of CBLA leave can be used for the following:

- Attend the funeral or alternative to a funeral of a child;
- Make arrangements necessitated by the death of the child; or
- Grieve the death of the child.

Procedure for Requesting Leave

Employees must provide 48-hour notice of their intention to take leave under CBLA, unless it is not reasonable and practicable. Leave under CBLA must be taken within 60 days after the employee receives notice of the death of a child. If an employee loses more than one child in any 12-month period, they are entitled to take up to six weeks of unpaid bereavement leave in that 12-month period.

Certification of the Leave

An employer may require reasonable documentation. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Use of Paid and Unpaid Leave

Employees can elect to substitute paid leave for unpaid leave under the CBLA. But, unlike under FMLA, Regional Office of Education #21 may not require employees to do so.

LEAVE OF ABSENCE

Administration shall have discretion in deciding whether to approve all leaves of absence. A leave of absence shall be determined as any leave, which does not involve paid time off or is not covered under another leave policy. You should give prompt, written notice of leave of absence, the dates, and expected date of return to administration for approval. If medical related, it should additionally include a doctor's notice stating the nature of the leave. The amount of leave taken must be reduced by the amount of vacation, personal, and sick time accrued. To maintain insurance coverage, make arrangements with our Comptroller prior to leaving.

When you are able to return to work, you should give at least one week's notice by presenting a written request to administration. We will make reasonable efforts to return you to the same or similar job you held prior to your leave, subject to business requirements that may exist. Failure to report back to work at the expiration of any leave granted shall be considered a voluntary resignation.

MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal laws. An employee must submit written verification to the ROE stating where, when, and how long the duty assignment is. Such notice shall be given to the ROE as soon as the orders are received by the employee.

VICTIMS' ECONOMIC SECURITY AND SAFETY ACT

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

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

participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

* “Family or household member” is defined as a spouse, parent, son, daughter, and persons jointly residing in the same household.

This act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

Application for Leave/Notice by Employee

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

Certification Procedure

Every application for Leave of Absence pursuant to this policy must include certification that: (1) the employee or the employee’s family or household member is a victim of domestic or sexual violence; and (2) the leave is for one of the purposes in the above paragraph. An employee may satisfy the certification requirement by providing: (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (2) a police or court record; or (3) other corroborating evidence. The documentation must be submitted in a timely manner. It is the responsibility of the employee to submit the written documentation and it shall be attached to the application for leave of absence.

Conditions of Victims’ Economic Security and Safety Act

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

1. In its discretion, the Regional Office of Education may require an employee taking approved leave of absence to periodically report on his or her status and intention to return to work.
2. An employee taking leave of absence may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the Regional Office of Education.
3. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the Regional Office of Education may require the employee to temporarily transfer to an alternative position that accommodates the employee’s recurring absences or part-time schedule.
4. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after the completion of the leave of absence, the employee will be liable and required to reimburse the Regional Office of Education for the cost of payments made to maintain the employee’s benefits during the leave of absence.

Compensation and Benefits during VESSA

An employee may apply earned vacation time and personal time toward the 12-week period allowed for any approved leave of absence pursuant to this policy. There is no other compensation paid by the Regional Office of Education other than the payment for earned vacation and personal time noted above during a leave of absence.

PERFORMANCE EVALUATION

Personnel performance shall be evaluated on a schedule to be determined by the Regional Superintendent or her designee based upon a process approved by the Regional Superintendent. Evaluation is meant for informational purposes only and is not intended to create any type of employment status which would modify the at-will relationship of the employee.

GENERAL RULES OF CONDUCT

To assure orderly operations and provide the best possible work environment, we expect employees to follow rules of conduct, performance, and attendance. This will protect the interests of all employees and the organization.

For the guidance of all employees, listed below are some Rules of Conduct, Performance and Attendance. Violation of any of these rules may result in disciplinary action, including discharge, at the Regional Office of Education's discretion. This list is by way of illustration only and should not be deemed to limit the Regional Office of Education's right to discipline or discharge for other reasons not specifically listed.

The following acts are prohibited and constitute violations of Regional Office of Education Rules of Conduct.

1. Possession of any dangerous weapon or explosive while on Regional Office of Education property.
2. Reporting to work under the influence of, or introducing, possessing, or using on Regional Office of Education property, any intoxicating or controlled substance (including drug paraphernalia) not prescribed by a licensed physician. Employees with prescription drugs, which could impair motor function, must advise their supervisors when first reporting for work after receiving such a prescription.
3. Fighting with, threatening, intimidating, coercing, physically abusing or interfering with another employee or persons doing business with Regional Office of Education.
4. Taking or receiving, without authorization, goods, materials, equipment or property belonging to the Regional Office of Education, employees, or persons doing business with the Regional Office of Education.
5. Practicing or promoting discrimination against or harassment of another employee or group of employees on the basis or race, color, national origin, sex, age, religion, or disability.
6. Willful destruction of property, including but not limited to falsification of report(s); employment application; tallies; data; time card(s); commission of deliberate error; concealment of such acts committed by employee or others.
7. Insubordination (refusal to carry out supervisor's instructions). Using profane or abusive language or displaying the abusive conduct toward an employee or person.

8. Participation or instigation of horseplay, scuffling, pranks, and/or otherwise creating a disturbance in the workplace.
9. Committing any felony or misdemeanor crimes as prohibited by federal, state, or local laws or failure to report unlawful conduct to your supervisor immediately.
10. Transaction of personal business, including telephone calls, during working hours (excluding breaks and lunch) without consent of a supervisor.
11. Use of seatbelt is required while riding in or operating a Regional Office of Education vehicle on public roads.
12. Negligent work performance, concealment or failure to report errors, which may result in economic damage or adverse conditions.
13. Sleeping during working time.
14. Failure to report an accident or injury to the appropriate supervisor.
15. Excessive employee absenteeism or tardiness or failure to notify of absence or tardiness within an hour of the scheduled work time.
16. Leaving Regional Office of Education premises during working hours without supervisor permission. Unauthorized entrance on Regional Office of Education property during non-working hours.
17. Working in an unsafe manner or violating Regional Office of Education safety policies and procedures.

**ACKNOWLEDGEMENT, AGREEMENT
AND RECEIPT OF EMPLOYEE HANDBOOK**

The undersigned hereby acknowledges receipt of a copy of the **Regional Office of Education #21** Employee Handbook, including the Drug and Alcohol-Free Workplace policy; Workplace Harassment and Misconduct Prohibited policy; Access to Electronic Networks policy; Personal Technology and Social Media Usage and Conduct policy.

The undersigned hereby acknowledges and agrees that nothing contained in the employees' handbook including policies, practices, and benefits stated herein are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. We retain the right to revise, amend this handbook, or terminate any policy unilaterally without notice at any time, and the employee's continued employment will be deemed acceptance of such revisions and modifications.

Employee Signature

Witness Signature

Date

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