



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
POLICY COMMITTEE MEETING AGENDA
FRIDAY, DECEMBER 11, 2020 AT **8:30 AM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Jeffrey S. Evens
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Policy Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Friday, December 11, 2020.*

The September, October and November 2020 Policy Committee meetings were cancelled due to light agenda.

1. CALL TO ORDER/ROLL CALL

POLCY COMMITTEE MEMBERS

Rupal Shah Mandal (BOE), Chairwoman

Myra A. Foutris (BOE)

Jeffrey S. Evens (BOE)

Sokol Delisi, Community Member

ADMINISTRATOR/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools

Renee Tolnai, Administrative Assistant

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

a. Policy Committee Meeting Minutes - **August 21, 2020**

4. OLD BUSINESS

a. Draft Update - New (Press Plus Issue #105)

I. Policy 2:265 Title IX Sexual Harassment Grievance Procedure (Policy Committee kept in Committee for Legal Review and Guidance)

5. NEW BUSINESS

a. Press Plus Issue #106 - November 2020

I. 5-Year Review

1. 5:270 Employment At-Will, Compensation, and Assignment

2. 6:315 High School Credit for Students Who Qualify

II. Draft - Update

1. 3:40 Superintendent

2. 4:80 Accounting and Audits

3. 4:90 Student Activity and Fiduciary Funds

4. 6:20 School Year Calendar and Day

5. 6:340 Student Testing and Assessment Program

6. 7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

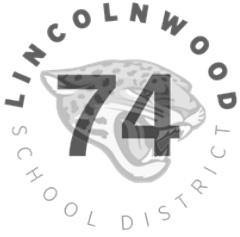
7. 7:140 Search and Seizure

6. ADJOURNMENT

Motion by Member: _____ Seconded by: _____

Dr. Kimberly A. Nasshan, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
POLICY COMMITTEE MEETING MINUTES
FRIDAY, AUGUST 21, 2020 AT **8:30 AM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Jeffrey S. Evens
Myra A. Foutris
Elaina Geraghty
Rupal Mandal

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Minutes of the Policy Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, was held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Friday, August 21, 2020.*

1. CALL TO ORDER/ROLL CALL

Chairwoman Mandal called the Policy Committee meeting to order at 8:37 a.m. Roll call was taken:

BOARD MEMBERS PRESENT

Rupal Mandal (BOE), Chairwoman
Myra A. Foutris (BOE)

BOARD MEMBER NOT PRESENT

Jeffrey S. Evens (BOE)

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan
Renee Tolnai

OTHERS PRESENT

Sokol Delisi, Committee Member

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Policy Committee Meeting Minutes - July 24, 2020

A motion was made, seconded and passed to approve the July 24, 2020 Policy Committee meeting minutes.

4. OLD BUSINESS

a. Press Plus Issue #104 (June 2020)

I. Draft Update

1. Policy 7:190 Student Behavior (Policy Committee Sent the AP to Legal Review on July 24, 2020)

Legal Counsel recommended changing the current AP regulation language to as follows:

“Isolated time out, time out, and physical restraint, as defined in this Section, shall be used only when the student's behavior presents an imminent danger of serious physical harm to the student or others and other less restrictive and intrusive measures have been tried and proven ineffective in stopping the imminent danger of serious physical harm. Isolated time out, time out, or physical restraint shall not be used as discipline or punishment, convenience for staff, retaliation, a substitute for appropriate educational or behavioral support, a routine safety matter, or to prevent property damage in the absence of imminent danger of serious physical harm to the student or others.”

II. Draft Update - New

1. 2:220-E9 Exhibit - Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration (Policy Committee Sent to Legal Review on July 24, 2020)

Legal Counsel agrees this new exhibit is appropriate for the District.

2. Policy 7:345 Use of Educational Technologies; Student Data Privacy and Security (Policy Committee Held in Committee and asked for Legal Review on July 24, 2020)

Legal Counsel agrees this policy is good. Designating the privacy officer under SOPPA is recommended. The issues with Zoom Video Conferencing have largely been corrected by the company enhancing their platform designated for educational purposes. As a result, Policy 7:345 Use of Educational Technologies; Student Data Privacy and Security will be sent to 1st Reading on the September 3, 2020 Board of Education Agenda.

5. NEW BUSINESS

- a. Press Plus Issue #105 - August 2020

I. Draft Update

1. Policy 5:10 Equal Employment Opportunity and Minority Recruitment

The Committee sent this policy to the September 3, 2020 Board of Education Consent Agenda.

2. Policy 5:20 Workplace Harassment Prohibited

The Committee sent this policy to 1st Reading on the September 3, 2020 Board of Education Agenda.

3. Policy 7:10 Equal Educational Opportunities

The Committee sent this policy to the September 3, 2020 Board of Education Consent Agenda.

4. Policy 7:20 Harassment of Students Prohibited

The Committee sent this policy to 1st Reading on the September 3, 2020 Board of Education Agenda.

5. Policy 2:260 Uniform Grievance Procedure

The Committee sent this policy to the September 3, 2020 Board of Education Consent Agenda.

6. Policy 5:100 Staff Development Program

The Committee sent this policy to 1st Reading on the September 3, 2020 Board of Education Agenda.

7. Policy 5:220 Substitute Teachers

The Committee sent this policy to the September 3, 2020 Board of Education Consent Agenda.

8. Policy 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

The Committee sent this policy to the September 3, 2020 Board of Education Consent Agenda.

9. Policy 7:185 Teen Dating Violence Prohibited

The Committee sent this policy to 1st Reading on the September 3, 2020 Board of Education Agenda.

II. Draft Update - New

1. Policy 2:265 Title IX Sexual Harassment Grievance Procedure

The Committee held Policy 2:265 in Committee for further discussion after legal counsel review.

6. ADJOURNMENT

A motion was made, seconded and passed to adjourn the Policy Committee meeting. The Policy Committee meeting was adjourned at 8:58 a.m.

The next Policy Committee meeting will be held Friday, December 11, 2020 at 8:30 a.m. The public is welcome. (The September, October, and November 2020 Policy Committee meetings were cancelled due to light agenda.)

Rupal Mandal, Chairwoman

Myra A. Foutris, Member

Document Status: Draft Update - New

2:265 Title IX Sexual Harassment Grievance Procedure

New/Unpublished Section

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106)^{PRESSPlus1} concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.^{PRESSPlus2}

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:^{PRESSPlus3}

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;^{PRESSPlus4} or
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 District's educational 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).^{PRESSPlus5}

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

Definitions from 34 C.F.R. §106.30

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

Education program or activity includes locations, events, or circumstances where the District 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 District investigate the allegation.

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

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.^{PRESSPlus6}

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
2. Incorporates education and training for school staff pursuant to policy 5:100, *Staff Development Program*, and as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal,^{Q1} Dean of Students,^{Q2} or a Complaint Manager.^{PRESSPlus7}
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons.^{PRESSPlus8}

Making a Report

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking. [PRESSPlus9](#) A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [PRESSPlus10](#)

Title IX Coordinator:

Name

Address

Email

Telephone

Processing and Reviewing a Report or Complaint

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the *Complainant* to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the *Complainant* of the availability of *supportive measures* with or without the filing of a *Formal Title IX Sexual Harassment Complaint*, and (4) explain to the *Complainant* the process for filing a *Formal Title IX Sexual Harassment Complaint*. [PRESSPlus11](#)

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. [PRESSPlus12](#) For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; [PRESSPlus13](#) 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

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

Formal Title IX Sexual Harassment Complaint Grievance Process

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation. [PRESSPlus14](#)

The Superintendent or designee shall implement procedures to ensure that all *Formal Title IX Sexual Harassment Complaints* are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. [PRESSPlus15](#) The District's grievance process shall, at a minimum:

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant*, *Respondent*, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
 - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
 - b. Receive training on the definition of sexual harassment, the scope of the District's *education program or activity*, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.

4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training on [Q3](#) 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.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard. [Q4](#)
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. 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. [PRESSPlus16](#)

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. [PRESSPlus17](#) Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law. [PRESSPlus18](#)

Retaliation Prohibited

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*. [PRESSPlus19](#)

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.:

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

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct, and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

Questions and Answers:

***Required Question 1. Does the District employ Assistant Principals?

- Yes (default)
- No (IASB will remove Assistant Building Principal references from the policy)

***Required Question 2. Does the District employ a Dean of Students?

- Yes (default)
- No (IASB will remove Dean of Students references from the policy)

***Required Question 3. 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process. While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney if the board wants the district to use a live hearing in its grievance process.**

Will the District use a live hearing during the grievance process?

- No (default)
- Yes (IASB will amend #5 by inserting the following after "receive training on": "any technology to be used at a live hearing and on")

***Required Question 4. 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of evidence it will use to determine responsibility of the respondent. The standard of evidence selected must be applied "consistently to formal complaints alleging Title IX sexual harassment regardless of whether the respondent is a student or an employee." 85 Fed. Reg. 30373. This policy uses the *preponderance of the evidence* standard, not the *clear and convincing evidence* standard. *Preponderance of evidence* is a standard used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's LawDictionary, 11th ed. 2019. Preponderance of the evidence* is the standard used in sample policy 2:260, *Uniform Grievance Procedure*. *Clear and convincing* is a higher standard, requiring more than *preponderance of the evidence* but less than proof beyond a reasonable doubt. It means "evidence indicating that the thing to be proved is highly probable or reasonably certain." See *Black's LawDictionary, 11th ed. 2019. Consult the board attorney regarding the appropriate standard for the district, as well as implications if a different standard is used in this policy than in 2:260, Uniform Grievance Procedure*. Ensure the same standard of evidence is used in the district's implemented administrative procedure 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

Which standard of proof has the Board adopted for policy 2:265?

- Preponderance of evidence (default)
- Clear and convincing evidence (IASB will replace "preponderance of" with "clear and convincing")

PRESSPlus Comments

PRESSPlus 1. The final Title IX regulations are eff. 8-14-20; however, their complexity and scope means that districts are unlikely to finalize policies until after the effective date. It is important for school officials to discuss Title IX requirements with their board attorneys, to ensure full implementation and to reduce risks based on Title IX's intersection with local and State laws and regulations. See the **PRESS** Issue 105 Update Memo, available at **PRESS** Online by logging in at www.iasb.com, for more information. **Issue 105, August 2020**

PRESSPlus 2. Title IX of the Education Amendments of 1972 (Title IX)(20 U.S.C. §1681 *et seq.*) requires this subject matter be covered by policy and controls this policy's content. This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion policy 2:260, *Uniform Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

For the sake of consistency and ease of administration, this policy addresses only Title IX sexual harassment grievances, except those contained in collective bargaining agreements. See the cross references for the policies referring to this Title IX sexual harassment grievance procedure policy.

A district must have at least one policy explicitly stating it does not discriminate on the basis of sex in its education programs or activities under Title IX and its implementation regulations (34 C.F.R. Part 106). 34 C.F.R. §106.8(b)(1). Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). Though all complaints of sexual harassment may not constitute sexual harassment under Title IX, Title IX's reach is broad because an alleged complainant or alleged respondent may be *anyone* in the District's educational program or activity in the United States – 9 including applicants for employment, students, parents/guardians, any employee, and third parties. **Issue 105, August 2020**

PRESSPlus 3. 34 C.F.R. §106.30. The definition of *sexual harassment* in the policy and in Title IX includes *unwelcome* conduct. Id. However, case law does not always distinguish between *welcome* and *unwelcome* conduct. See Mary M. v. North Lawrence Community Sch. Corp., 131 F.3d 1220 (7th Cir. 1997) (8th grade student did not need to show that a school employee's sexual advances were *unwelcome* in order to prove sexual harassment). **Issue 105, August 2020**

PRESSPlus 4. 34 C.F.R. §106.30. This behavior is commonly called *quid pro quo* sexual harassment. See 85 Fed. Reg. 30036, f/n 94. By using the term *individual*, Title IX regulations do not limit *quid pro quo* sexual harassment to situations where the provision of an aid, benefit or service by an employee is conditioned on a current *student's* participation in unwelcome sexual conduct. By way of example, *quid pro quo* Title IX sexual harassment involving an employee and an individual other than a current student may be implicated when: an employee tells a former student she can only get a letter of recommendation if she participates in unwelcome sexual conduct; an employee selects a volunteer for a coveted field trip chaperone position if he participates in unwelcome sexual conduct; or a supervisory employee subjects a subordinate employee to unwelcome sexual conduct in exchange for a promotion. **Issue 105, August 2020**

PRESSPlus 5. See sample exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, available at **PRESS** Online by logging in at www.iasb.com, for these definitions and other definitions of italicized terms in this policy. **Issue 105, August 2020**

PRESSPlus 6. See sample administrative procedure 2:265-AP1, *Title IX Sexual Harassment Response*, available at **PRESS** Online by logging in at www.iasb.com, for further discussion of supportive measures. **Issue 105, August 2020**

PRESSPlus 7. If the Board's policy 5:100, *Staff Development Program*, does not include the paragraphs listing trainings (from footnote 4 of sample policy 5:100), IASB will remove the phrase ~~pursuant to policy 5:100, Staff Development Program~~, and. **Issue 105, August 2020**

PRESSPlus 8. A district must prominently display its Title IX non-discrimination policies (policy 2:260, *Uniform Grievance Procedure*, and this policy 2:265, *Title IX Sexual Harassment Grievance Procedure*) and contact information for its Title IX coordinator(s) on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 105, August 2020**

PRESSPlus 9. Using "or any employee with whom the Complainant is comfortable speaking" ensures Title IX compliance because Title IX deems "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment to have *actual knowledge*. Therefore, a report to any employee triggers a district's duty to respond. 34 C.F.R. §106.30. This policy contains an item upon which collective bargaining may be required. Any policy that impacts wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. **Issue 105, August 2020**

PRESSPlus 10. Title IX regulations require districts to designate and authorize at least one employee to coordinate its efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX coordinator by name, office address, email address, and telephone number. A district's nondiscrimination coordinator often also serves as its Title IX coordinator. See policy 2:260, *Uniform Grievance Procedure*.

While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored. **Issue 105, August 2020**

PRESSPlus 11. Required by 34 C.F.R. §106.44(a) and (b) regardless of whether a formal Title IX sexual harassment complaint is filed. **Issue 105, August 2020**

PRESSPlus 12. See sample exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, available at **PRESS** Online by logging in at www.iasb.com, for a discussion of Title IX sexual harassment and non-Title IX sexual harassment. Consult the board attorney for further guidance. **Issue 105, August 2020**

PRESSPlus 13. See also sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 105, August 2020**

PRESSPlus 14. This policy gives Title IX coordinators the flexibility to appoint another qualified individual to conduct an investigation. This may be appropriate when the neutrality or efficacy of the Title IX coordinator is an issue, and/or where the district wishes to have the expertise that an in-house or outside attorney may afford to an investigation. Alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals) and the board attorney. If a complaint involves the superintendent or other district-level administrator, alternative appointments are often made in consultation with the board and the board attorney. **Issue 105, August 2020**

PRESSPlus 15. See sample administrative procedures 2:265-AP1, *Title IX Sexual Harassment Response*, and 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 105, August 2020**

PRESSPlus 16. Examples of legally-recognized privileges include attorney-client privilege, doctor-patient privilege, and spousal privilege. See 85 Fed. Reg. 30277. **Issue 105, August 2020**

PRESSPlus 17. See policies 7:190, *Student Behavior*, and 7:230, *Misconduct by Students with Disabilities*. See also policies 7:200, *Suspension Procedures*, and 7:210, *Expulsion Procedures*, for due process requirements when student suspension or expulsion is recommended following a determination of responsibility for Title IX sexual harassment. **Issue 105, August 2020**

PRESSPlus 18. Examples of rights the district or parties may exercise ancillary to this Title IX sexual harassment grievance procedure include, but are not limited to: disciplinary processes for suspensions and expulsions of students under 105 ILCS 5/10-22.6; tenured teacher dismissal proceedings under 105 ILCS 5/24-12; any other pre-termination process required by an applicable collective bargaining agreement, employment policy or procedure, or employment contract; and student appeal of a sex equity grievance decision under 23 Ill. Admin. Code §200.40 (see policy 7:10, *Equal Educational Opportunities*). **Issue 105, August 2020**

PRESSPlus 19. Retaliation complaints must be processed under policy 2:260, *Uniform Grievance Procedure*, because they are covered under the district's grievance procedure for resolving non-sexual harassment Title IX complaints. See 34 C.F.R. §106.8(c). Title IX sexual harassment regulations state that "[c]omplaints alleging retaliation may be filed according to the grievance procedures for sex discrimination required to be adopted under §106.8(c)." 34 C.F.R. §106.71. **Issue 105, August 2020**

IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-AP1

School Board

Administrative Procedure – Title IX Sexual Harassment Response 1

The District responds to all reports of alleged sexual harassment in violation of Title IX regardless of whether the Complainant or Title IX Coordinator² pursues a Formal Title IX Sexual Harassment Complaint. Use this procedure to implement the District’s required response to reports of sexual harassment that may violate Title IX.

Responses must include: Training, Reporting, an Initial Meeting with the Complainant and Complaint Analysis, Consideration of a Formal Title IX Sexual Harassment Complaint, Consideration of Removal of the Respondent, and Recordkeeping. Procedures for each of these responses are outlined below.

Formal Title IX Sexual Harassment Complaints are processed using 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

Glossary of Terms

Use exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, in conjunction with this procedure.

Training

Actor	Action
Superintendent or Designee	Ensures: <ol style="list-style-type: none">1. All District employees³ receive training on the definition of sexual harassment, the scope of the District’s education program or activity, all relevant District policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator.2. An individual designated by the District as a Title IX Coordinator, investigator, decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or informal resolution process facilitator receives training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.3. Title IX investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

The footnotes should be removed before the material is used.

¹ Customize this sample Title IX sexual harassment response to ensure alignment with the district’s policies, procedures, and practices.

² At least one employee must be designated as the Title IX Coordinator. 34 C.F.R. §106.8(a).

³ Though not required by Title IX regulations, “elementary and secondary schools may choose to train non-employees such as volunteers about how to report sexual harassment or require volunteers to do so...and such schools would not face expanded Title IX liability by doing so.” 85 Fed. Reg. 30119. Consult the board attorney about this issue.

Actor	Action
	<p>4. Title IX decision-makers 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 to the allegations.</p> <p>5. Public availability of all training materials for the Title IX Coordinator, investigators, decision-makers, and any informal resolution facilitators⁴ by posting them on the District’s website, if any, or otherwise making them available upon request for inspection by members of the public. 34 C.F.R. §106.45(b)(10)(i)(D). See 2:250-E2, <i>Immediately Available District Public Records and Web-Posted Reports and Records</i>.</p>

Reporting

Actor	Action
All District employees	<p>Upon receiving knowledge of a sexual harassment allegation:</p> <ol style="list-style-type: none"> 1. Immediately report a suspicion of child abuse or neglect to the Ill. Dept. of Children and Family Services on its Child Abuse Hotline 1-800-25-Abuse (1-800-252-2873 (within Illinois); 1-217-524-2606 (outside Illinois); or 1-800-358-5117 (TTY)). 2. Promptly forward all reports of sexual harassment to the Title IX Coordinator. <p>Note: Employees may receive knowledge of a sexual harassment allegation via an anonymous report. 85 Fed. Reg. 30132.</p>

Initial Meeting with the Complainant; Complaint Analysis

Actor	Action
Title IX Coordinator	<p>Upon receiving knowledge of a sexual harassment allegation, promptly contacts the Complainant to (34 C.F.R. §106.44(a)):</p> <ol style="list-style-type: none"> 1. Discuss the availability of supportive measures; 2. Consider the Complainant’s wishes with respect to supportive measures; <p>Note: If a Complainant desires supportive measures, the District should keep the Complainant’s identity confidential (including from the Respondent) unless disclosing the Complainant’s identity is necessary to provide a particular supportive measure, e.g., no contact order. 85 Fed. Reg. 30133.</p>

The footnotes should be removed before the material is used.

⁴ Naming only the training provider and course does not meet this requirement. See 85 Fed. Reg. 30254. Consult the board attorney regarding this requirement; making training materials of third-party consultants publicly available may violate their intellectual property rights. The DOE acknowledged the potential for intellectual property violations, suggesting that districts either “secure permission from the consultant to publish the training materials” or create their own training materials. 85 Fed. Reg. 30412.

	<p>3. Inform the Complainant that supportive measures are available regardless of whether the Complainant files a Formal Title IX Sexual Harassment Complaint; and</p> <p>4. Explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint, including 2:265-AP2, <i>Formal Title IX Sexual Harassment Complaint Grievance Process</i>.</p> <p>Maintains the confidentiality of the sexual harassment allegation, to the greatest extent practicable.</p> <p>Analyzes the sexual harassment allegation under the following Board policies:</p> <ul style="list-style-type: none"> • 2:260, <i>Uniform Grievance Procedure</i> • 5:20, <i>Workplace Harassment Prohibited</i> • 5:90, <i>Abused and Neglected Child Reporting</i> • 5:120, <i>Employee Ethics; Conduct; and Conflict of Interest</i> • 7:20, <i>Harassment of Students Prohibited</i> • 7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i> • 7:185, <i>Teen Dating Violence Prohibited</i> • 7:190, <i>Student Behavior</i> <p>Answers the following questions:</p> <ol style="list-style-type: none"> 1. Does another appropriate method exist for processing and reviewing the sexual harassment allegation? 2. If yes, does that other method govern the District’s response in addition to or at the exclusion of policy 2:265, <i>Title IX Sexual Harassment Grievance Procedure</i>? <p>See 2:265-E, <i>Title IX Sexual Harassment Glossary of Terms</i>, for a discussion of sexual harassment governed by laws other than Title IX. Consult the board attorney for guidance.</p>
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Consideration of a Formal Title IX Sexual Harassment Complaint

A Formal Title IX Sexual Harassment Complaint may be filed by the Complainant with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator under 34 C.F.R. §106.8(a), and by any additional method designated by the District. The Formal Title IX Sexual Harassment Complaint must contain the Complainant’s physical or digital signature, or otherwise indicate that the Complainant is the person filing it.

When the Title IX Coordinator signs⁵ a Formal Title IX Sexual Harassment Complaint, the Title IX Coordinator is not a Complainant or otherwise a party under 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. 34 C.F.R. §106.30.

The footnotes should be removed before the material is used.

⁵ Additionally, a Title IX coordinator who *signs* (instead of *files*) a formal Title IX sexual harassment complaint does not create a conflict of interest with the *respondent*. 85 Fed. Reg. 30216.

Actor	Action
Title IX Coordinator	<p>When a Complainant Does NOT File a Formal Title IX Sexual Harassment Complaint:</p> <p>Assesses the sexual harassment allegation to determine whether the circumstances justify overriding the Complainant’s choice and signing a Formal Title IX Sexual Harassment Complaint.</p> <p>“If a grievance process is initiated against the wishes of the complainant, that decision should be reached thoughtfully and intentionally by the Title IX Coordinator [and] not [be] an automatic result that occurs any time [the District] has notice that a complainant was allegedly victimized by sexual harassment.” 85 Fed. Reg. 30131. Consult the board attorney for guidance.</p> <p>The District’s Every Student Succeeds Act (ESSA) obligations may require the Title IX Coordinator to sign a Formal Title IX Sexual Harassment Complaint initiating a grievance process against an employee-respondent, even when the Complainant does not wish to file a Formal Title IX Sexual Harassment Complaint;⁶ e.g., the District wishes to investigate allegations in order to determine whether it has probable cause of employee sexual misconduct that affect its ESSA obligations.⁷</p> <p>When a Complainant Files, or the Title IX Coordinator Signs, a Formal Title IX Sexual Harassment Complaint:</p> <p>Proceeds to and follows 2:265-AP2, <i>Formal Title IX Sexual Harassment Complaint Grievance Process</i>, in conjunction with any response required by this procedure.</p>

Consideration of Removal of the Respondent

Actor	Action
Title IX Coordinator	<p>Emergency Removal of Respondent-Student:</p> <p>If the Respondent is an identified student, considers whether the Respondent-student should be removed from the District’s education program or activity on an emergency basis in accordance with 34 C.F.R. §106.44(c).</p> <p>Before removing a Respondent-student on an emergency basis, conducts an individualized safety and risk analysis to determine whether removal is justified by an immediate threat to the physical health or safety of any student or other individual arising from the sexual harassment allegations. See 4:190-AP2, <i>Threat Assessment Team (TAT)</i>.</p> <p>If the Respondent-student is removed on an emergency basis:</p>

The footnotes should be removed before the material is used.

⁶ 85 Fed. Reg. 30192; 20 U.S.C. §7926 (Every Student Succeeds Act).

⁷ *Id.* See also *ESSA Dear Colleague Letter on ESEA Section 8546 Requirements*, DOE Office of Elementary and Secondary Education (June 27, 2018), at: www2.ed.gov/policy/elsec/leg/essa/section8546dearcolleagueletter.pdf.

	<ol style="list-style-type: none"> 1. Provides the Respondent-student with written⁸ notice and an opportunity to challenge the decision immediately⁹ following the removal; and 2. Follows requirements set forth in 105 ILCS 5/10-22.6. <p>Administrative Leave for Respondent-Employee:</p> <p>If the Respondent is identified and is a non-student employee, in conjunction with the Assistant Superintendent for Human Resources, considers whether the Respondent-employee should be placed on administrative leave in accordance with 34 C.F.R. §106.44(d), relevant District policies and procedures, and any applicable collective bargaining agreements. See Board policies 5:240, <i>Suspension</i>, and 5:290, <i>Employment Termination and Suspensions</i>.</p> <p>Note: While Title IX regulations do not impose a time limit on the duration of an emergency removal (85 Fed. Reg. 30230), time limits may apply based upon District policies and procedures, any applicable collective bargaining agreements, and other laws and regulations, e.g., the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, 105 ILCS 5/10-22.6.</p>
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Recordkeeping

Actor	Action
Title IX Coordinator	<p>Creates and maintains, for a period of at least seven years, records of any actions and supportive measures taken and provided in response to the report of sexual harassment, regardless of whether a Formal Title IX Sexual Harassment Complaint was filed. 34 C.F.R. §106.45(b)(10)(ii). Ensures that records document:</p> <ol style="list-style-type: none"> 1. Why the District’s response to the sexual harassment allegation was not deliberately indifferent, e.g., was deliberately concerned and appropriate; 2. The supportive measures the District took to restore or preserve equal access to its education program or activity; and 3. If the District did not provide Complainant with supportive measures, why not providing them was clearly reasonable in light of the circumstances. <u>Id.</u> <p>See 5:150, <i>Personnel Records</i>, and 5:150-AP, <i>Personnel Records</i>, addressing the identification, storage, and access to personnel records.</p> <p>See 7:340, <i>Student Records</i>, along with 7:340-AP1, <i>School Student Records</i>, and 7:340-AP2, <i>Storage and Destruction of School Student Records</i>, addressing the District’s legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.</p>

The footnotes should be removed before the material is used.

⁸ While Title IX regulations do not require written notice to the respondent (85 Fed. Reg. 30234), most attorneys agree providing written notice is a best practice. If the district does not want to provide written notice, delete “~~written~~.”

⁹ *Immediately* is fact-specific, and is generally understood in the context of a legal process to mean occurring without delay, as soon as possible, or given the circumstances.” 85 Fed. Reg. 30229.

IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-AP2

School Board

Administrative Procedure – Formal Title IX Sexual Harassment Complaint Grievance Process 1

This procedure implements the District’s investigation and response process to a Formal Title IX Sexual Harassment Complaint after a decision to pursue one has been made using 2:265-AP1, *Title IX Sexual Harassment Response*. See 34 C.F.R. Part 106. Use this procedure to comply with 34 C.F.R. §106.45, *Grievance process for formal complaints of sexual harassment*. Use exhibit 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, in conjunction with this procedure.

This procedure contains a **Table of Contents** and lettered **Sections**.

Table of Contents

- A. Overview of 34 C.F.R. §106.45 Grievance Process
- B. Notice of Allegations
- C. Consolidation of Formal Title IX Sexual Harassment Complaints
- D. Dismissal of Formal Title IX Sexual Harassment Complaint
- E. Informal Resolution of Formal Title IX Sexual Harassment Complaint
- F. Investigation of Formal Title IX Sexual Harassment Complaint
- G. Determination Regarding Responsibility; Remedies
- H. Appeals
- I. Recordkeeping

Sections

A. Overview of 34 C.F.R. §106.45 Grievance Process

The District treats Complainants and Respondents engaging in the Formal Title IX Sexual Harassment Complaint Grievance Process (Grievance Process) equitably and adheres to the following guidelines:

1. Presumption of Non-Responsibility. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process. 34 C.F.R. §106.45(b)(1)(iv).
2. Grievance Process Required Before Imposing Sanctions. The District complies with this Grievance Process before imposing any disciplinary sanctions or other actions against a Respondent. 34 C.F.R. §106.45(b)(1)(i).
3. Supportive Measures.² The District may provide counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work³ locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar

The footnotes should be removed before the material is used.

¹ This sample Title IX sexual harassment grievance process must be customized to assure alignment with the district’s policies, procedures, and practices.

² Customize this list to reflect locally available supportive measures.

³ For districts with residential facilities, insert “or housing” here.

measures to Complainants and/or Respondents. 34 C.F.R. §106.45(b)(1)(ix). See 2:265-E, *Title IX Sexual Harassment Glossary of Terms*, for the definition of *supportive measures*.

4. Evidence Considered. All relevant evidence – including both inculpatory and exculpatory evidence – is objectively evaluated. Credibility determinations are not based on a person’s status as a Complainant, Respondent, or witness. The District 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. 34 C.F.R. §106.45(b)(1)(ii) and (x).
5. Standard of Proof. All determinations are based upon the *preponderance of evidence* standard. 34 C.F.R. §106.45(b)(1)(vii). ⁴
6. Right to Appeal. Each party may appeal any determination as described in **Section H. Appeals**, below. 34 C.F.R. §106.45(b)(1)(viii); 34 C.F.R. §106.45(b)(8)(i).
7. Timeline. This Grievance Process is concluded within 90 school business days⁵ after receipt of a Formal Title IX Sexual Harassment Complaint. As used in this Grievance Process, *school business days* means days on which the District’s main office is open. For good cause, this Grievance Process may be temporarily delayed or extended for a limited time only if the Complainant and the Respondent are provided written notice of the delay/extension and the reasons for it. Good cause may include: 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. 34 C.F.R. §106.45(b)(1)(v).
8. Disciplinary Sanctions and Remedies. Following a determination of responsibility, the District may implement recommended disciplinary sanctions, up to and including: discharge, for a Respondent-employee; expulsion, for a Respondent-student; and termination of any existing contracts and/or prohibition from District property and activities, for a third-party Respondent. 34 C.F.R. §106.45(b)(1)(vi).

Where a determination of responsibility for sexual harassment is made against a Respondent, remedies designed to restore or preserve equal access to the District’s education program or activities are provided to a Complainant. Remedies may include the same individualized services described in Supportive Measures, above. Unlike Supportive Measures, however, remedies may be disciplinary or punitive, and they may burden the Respondent. 34 C.F.R. §106.45(b)(1)(i). The District may implement remedies up to and including the recommended disciplinary sanctions described above. 34 C.F.R. §106.45(b)(1)(vi).

9. Training Requirements. The District ensures certain training requirements are met. At a minimum, any individual designated by the District as a Title IX Coordinator, investigator, decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or any person designated by the District to facilitate an informal resolution process will:

The footnotes should be removed before the material is used.

⁴ See f/n 26 in sample policy 2:265, *Title IX Sexual Harassment Grievance Procedure*. Ensure the same standard of proof used in that policy is used here.

⁵ The method of calculation may be customized locally. This sample uses school business days. If the district uses a different calculation method, e.g., calendar days, insert it. 85 Fed. Reg. 30188. The formal Title IX sexual harassment complaint grievance process must include “reasonably prompt time frames for [their] conclusion, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the recipient offers informal resolution processes.” 34 C.F.R. §106.45(b)(1)(v). **Consult with the board attorney to determine the most appropriate timeline for the district.**

- a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent; and
- b. Receive training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and Grievance Process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially (including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias).

Any individual designated by the District as an investigator receives training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Any individual designated by the District as a decision-maker receives training on issues of relevance of questions and evidence, including training about when questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant to the allegations. 34 C.F.R. §106.45(b)(1)(iii).

B. Notice of Allegations

Upon signing a Formal Title IX Sexual Harassment Complaint or receiving a Formal Title IX Sexual Harassment Complaint filed by a Complainant, the Title IX Coordinator:

1. Provides written notice to all known parties of the following information: ⁶
 - a. This procedure 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*, including any available informal resolution process.
 - b. The allegations of sexual harassment potentially constituting Title IX sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Title IX sexual harassment, and the date and location of the alleged incident, if known.
 - c. That the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Grievance Process.
 - d. That all parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
 - e. That all parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Title IX Sexual Harassment Complaint (including evidence the District does not intend to rely on in determining responsibility, and inculpatory or exculpatory evidence) so that each party can meaningfully respond to the evidence before the investigation concludes.
 - f. That the District’s behavior policies prohibit knowingly making false statements or knowingly submitting false information during the Grievance Process.
2. Provides a second written notice to all known parties if, during the investigation, the District decides to investigate allegations not included in the first written notice.

The footnotes should be removed before the material is used.

⁶ 34 C.F.R. §106.45(b)(2).

3. Decides whether to personally conduct the investigation or appoint a qualified investigator. If the Title IX Coordinator appoints a qualified investigator, provides written notice of the appointment to the Investigator.⁷

When the Complainant's Identity Is Unknown

If the Complainant's identity is unknown, e.g., where a third party reports that a Complainant was victimized by sexual harassment but does not reveal the Complainant's identity, or a Complainant reports anonymously, the Grievance Process may proceed if the Title IX Coordinator determines it is necessary to sign a Formal Title IX Sexual Harassment Complaint, even though the written notice provided in **Section B.1**, above, will not include the Complainant's identity. 85 Fed. Reg. 30133. If the Complainant's identity is later discovered, the Title IX Coordinator provides another written notice to the parties. *Id.* at f/n 594.

When the Respondent's Identity is Unknown

If the Respondent's identity is unknown, e.g. where a Complainant does not know the Respondent's identity, the Grievance Process shall proceed because an investigation might reveal the Respondent's identity, even though the written notice provided in **Section B.1**, above, will not include the Respondent's identity. If the Respondent's identity is later discovered, the Title IX Coordinator provides another written notice to the parties. 85 Fed. Reg. 30138.

C. Consolidation of Formal Title IX Sexual Harassment Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Title IX Coordinator may consolidate Formal Title IX Sexual Harassment Complaints alleging 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. 34 C.F.R. §106.45(b)(4).

D. Dismissal of Formal Title IX Sexual Harassment Complaint

After an investigation, if the Title IX Coordinator determines that the conduct alleged would not constitute Title IX sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the Title IX Coordinator dismisses the Formal Title IX Sexual Harassment Complaint with regard to that conduct for purposes of Title IX sexual harassment only. Such a dismissal does not preclude action under another applicable District policy or procedure.

At any time during the investigation, the Title IX Coordinator may dismiss the Formal Title IX Sexual Harassment Complaint, or any allegations contained in it, if any of the following occur:

1. The Complainant notifies the Title IX Coordinator in writing that he or she wants to withdraw the Formal Title IX Sexual Harassment Complaint or any allegations contained in it;
2. The Respondent is no longer enrolled or employed by the District; or
3. Specific circumstances prevent the District from gathering enough evidence to reach a determination as to the Formal Title IX Sexual Harassment Complaint or allegations in it.

Upon dismissal, the Title IX Coordinator promptly sends simultaneous written notice to the parties of the dismissal, reason(s) for the dismissal, and the right to appeal the dismissal. 34 C.F.R. §106.45(b)(3).

The footnotes should be removed before the material is used.

⁷ Optional. Many attorneys agree written notice is a best practice. Delete this sentence if the district will not provide written notice of the appointment to the Investigator.

E. Informal Resolution of Formal Title IX Sexual Harassment Complaint ⁸

At any time prior to reaching a determination regarding responsibility, the District may facilitate informal resolution of a Formal Title IX Sexual Harassment Complaint, such as mediation, that does not involve a full investigation and adjudication, provided that the District (34 C.F.R. §106.45(b)(9)):

1. Provides the parties written notice disclosing:
 - a. The allegations;
 - b. Informal resolution process requirements, including the circumstances where parties are precluded from resuming a Formal Title IX Sexual Harassment Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Grievance Process for the Formal Title IX Sexual Harassment Complaint; and
 - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. Obtains the parties’ voluntary, written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

F. Investigation of Formal Title IX Sexual Harassment Complaint

The Investigator or Title IX Coordinator follows these steps when investigating the allegations in a Formal Title IX Sexual Harassment Complaint.

Actor	Action
Investigator or Title IX Coordinator	During an investigation and throughout the Grievance Process (34 C.F.R. §106.45(b)(5)): <ol style="list-style-type: none">1. Ensures that the burden of proof and burden of gathering evidence rest on the District and not the parties involved. 34 C.F.R. §106.45(b)(5)(i).2. Provides an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. 34 C.F.R. §106.45(b)(5)(ii).3. Refrains from restricting the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. 34 C.F.R. §106.45(b)(5)(iii).4. Provides the parties 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, but is not required to, be an attorney). 34 C.F.R. §106.45(b)(5)(iv). ⁹

The footnotes should be removed before the material is used.

⁸ Informal resolution may be offered only if a Formal Title IX Sexual Harassment Complaint is filed. 34 C.F.R. §106.45(b)(9).

⁹ While the district cannot limit the choice or presence of an advisor for any party, it can restrict the extent to which the advisor may participate in the proceedings if its restrictions apply equally to both parties. 34 C.F.R. §106.45(b)(5)(iv).

Actor	Action
	<p>5. Provides, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate. 34 C.F.R. §106.45(b)(5)(v).</p> <p>6. Provides the parties an equal opportunity to inspect and review any evidence obtained during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint’s allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence). 34 C.F.R. §106.45(b)(5)(vi).</p> <p>7. Prior to the completion of the investigative report, sends 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 provides each party with 10 school business days to submit a written response. <u>Id.</u></p> <p>8. Upon receipt of a party’s written response to the evidence, reviews the response and sends a copy to the other party in an electronic format or a hard copy.</p> <p>Prepares an investigative report summarizing all relevant evidence. 34 C.F.R. §106.45(b)(5)(vii).</p> <p>Sends to each party and the party’s advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response. <u>Id.</u></p> <p style="padding-left: 40px;">Note: This step must occur at least 10 school business days before the Initial Decision-Maker’s determination regarding responsibility. <u>Id.</u></p> <p>At the conclusion of the investigation, sends to the Initial Decision-Maker in an electronic format or hard copy:</p> <ol style="list-style-type: none"> 1. The Formal Title IX Sexual Harassment Complaint; 2. All evidence gathered during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint’s allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence); and 3. The investigative report.

G. Determination Regarding Responsibility; Remedies

Initial Decision-Maker	<p>The Superintendent or designee acts as the Initial Decision-Maker for all Formal Title IX Sexual Harassment Complaints, unless it involves allegations against the Superintendent or designee or against a Board Member. In such cases, an outside consultant, e.g., an attorney or retired school administrator, acts as the Initial Decision-Maker.</p> <p>Reviews Investigative Report and Corresponding Materials; Opportunity for Parties to Submit Questions</p> <p>Reviews all materials received from the Investigator.</p>
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	<p>Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, written, relevant questions that a party wants asked of any party or witness. 34 C.F.R. §106.45(b)(6)(ii). In the written notice, informs the parties that:</p> <ol style="list-style-type: none"> 1. Questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant, unless they: are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent. <u>Id.</u> 2. Any questions must be submitted to the Initial Decision-Maker within five (5) school business days. ¹⁰ <p>Reviews any questions received from each party for submission to any party or witness.</p> <p>Determines which questions to forward to any party or witness for answers. If any proposed questions are excluded as not relevant, provides the proposing party with a written explanation of the decision to exclude a question as not relevant. <u>Id.</u></p> <p>Forwards relevant questions to any party or witness with instructions to submit answers to the Initial Decision-Maker within five (5) school business days. ¹¹</p> <p>Upon receipt of answers to questions, provides each party with copies of them. <u>Id.</u></p> <p>Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, additional, limited follow-up written, questions that a party wants asked of any party or witness. <u>Id.</u> Informs the parties that any questions must be submitted to the Initial Decision-Maker within five (5) school business days. ¹²</p> <p>Upon receipt of answers to the additional questions, provides each party with copies of them. <u>Id.</u></p> <p>Determination and Written Notice of Determination</p> <p>Basing all decisions on the <i>preponderance of evidence</i>¹³ standard, simultaneously issues to the parties a written determination regarding responsibility that (34 C.F.R. §106.45(b)(7)(ii)):</p> <ol style="list-style-type: none"> 1. Identifies the allegations potentially constituting Title IX sexual harassment; 2. Describes the procedural steps taken from the receipt of the Formal Title IX Sexual Harassment Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
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The footnotes should be removed before the material is used.

¹⁰ See f/n 5, above.

¹¹ Id.

¹² Id.

¹³ See f/n 4, above.

	<ol style="list-style-type: none"> 3. Contains findings of fact supporting the determination; 4. Contains conclusions regarding the application of the District’s policies and procedures to the facts; 5. Contains a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any recommended¹⁴ disciplinary sanctions for the District to impose on the Respondent, and whether remedies designed to restore or preserve equal access to the District’s education program or activity will be provided by the District to the Complainant; and 6. Outlines the District’s procedures and permissible bases for the Complainant and Respondent to appeal.
Title IX Coordinator	Implements any remedies for the Complainant as ordered by the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(iv).

H. Appeals

The determination regarding responsibility becomes final either on the date that the Appellate Decision-Maker provides the parties with the written decision of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. 34 C.F.R. §106.45(b)(7)(iii).

Actor	Action
Complainant or Respondent	<p>Within 10 school business days¹⁵ after receiving the either the Initial Decision-Maker’s written determination regarding responsibility or the notice of dismissal of Formal Title IX Sexual Harassment Complaint, makes a written request to the Title IX Coordinator appealing the determination/dismissal based on:</p> <ol style="list-style-type: none"> 1. Procedural irregularity that affected the outcome. 2. New evidence now available that could affect the outcome but that was not reasonably available at the time the determination. 3. The Title IX Coordinator, Investigator, or Initial Decision-Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome. 34 C.F.R. §106.45(b)(8)(i). <p>Note: The District may offer appeals on additional bases, so long as they are offered equally to both parties. 34 C.F.R. §106.45(b)(8)(ii). Consult the board attorney before offering additional appeal bases, as they may overlap with or impact related proceedings that occur separately from this Grievance Process, e.g., a student expulsion hearing or teacher dismissal hearing to impose recommended disciplinary sanctions as a result of this Grievance Process.</p>

The footnotes should be removed before the material is used.

¹⁴ 34 C.F.R. §106.45(b)(7)(ii)(E). This sample procedure uses the phrase “recommended disciplinary sanctions” because oftentimes, a district cannot immediately *impose* disciplinary sanctions – it can instead recommend disciplinary sanctions, e.g., a recommendation for student expulsion or teacher dismissal, which may only be imposed after each party exhausts their due process rights.

¹⁵ See f/n 5, above.

Actor	Action
Title IX Coordinator	<p>Upon receiving an appeal from one party:</p> <ol style="list-style-type: none"> 1. Notifies the other party in writing that an appeal has been filed. 2. Provides both parties five (5) school business days to submit a written statement in support of, or challenging, the outcome. 3. Promptly forwards all materials relative to the appeal to the Appellate Decision-Maker. <p>Note: The District must ensure that the Appellate Decision-Maker is not the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Board may, but is not required to, hear and decide the appeal; it is a suggestion that aligns with the appeal provisions in policy 2:260, <i>Uniform Grievance Procedure</i>, and with Ill. State Board of Education sex equity regulations requiring districts to “provide for final appeal of grievance decisions made at the system level to the system’s governing board.” 23 Ill.Admin.Code §200.40(c)(1). If the Board acts as the Appellate Decision-Maker, the Board must receive the training in Section A.9, above.</p> <p>Note: Some school attorneys recommend that the appeal not go to the Board, so that the Board’s objectivity is not called into question if it needs to conduct a hearing related to recommended disciplinary sanctions resulting from the Grievance Process. Districts should discuss their options with their board attorney.</p>
Appellate Decision-Maker	<p>Within 30 school business days, affirms, reverses, or amends the written determination regarding responsibility or the notice of dismissal.</p> <p>Within five (5) school business days after its decision, simultaneously issues a written decision to both parties that describes the result of the appeal and the rationale for the result. 34 C.F.R. §106.45(b)(8)(iii)(E), (F).¹⁶</p>

I. Recordkeeping

Actor	Action
Title IX Coordinator	<p>Creates and maintains, for a period of at least seven (7) years, records of (34 C.F.R. §106.45(b)(10)(i)):</p> <ol style="list-style-type: none"> 1. The 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/preserve equal access to the District’s education program or activity;

The footnotes should be removed before the material is used.

¹⁶ These timelines are optional and used for ease of use and administration to align with the appeal timelines in sample policy 2:260, *Uniform Grievance Procedure*.

	<ol style="list-style-type: none"> 2. Any appeal and its result; 3. Any informal resolution and its result; and 4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution. <p>See 5:150, <i>Personnel Records</i>, and 5:150-AP, <i>Personnel Records</i>, addressing the identification, storage, and access to personnel records.</p> <p>See 7:340, <i>Student Records</i>, along with 7:340-AP1, <i>School Student Records</i>, and 7:340-AP2, <i>Storage and Destruction of School Student Records</i>, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.</p>
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IASB SUGGESTED LANGUAGE AS SHOWN

August 2020

2:265-E

School Board**Exhibit – Title IX Sexual Harassment Glossary of Terms 1**

Use this exhibit to educate employees and students about Title IX terms, and with the required Title IX response and grievance process in Board policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, implemented by administrative procedures 2:265-AP1, *Title IX Sexual Harassment Response*, and 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*.

Glossary of Terms

Actual Knowledge – Notice of sexual harassment or allegations of sexual harassment to any District employee or to the District’s Title IX Coordinator. Assumption of knowledge based solely on the District’s status as an employer or other presumption under law does not constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the Respondent. *Notice* as used here includes, but is not limited to, a report or complaint of sexual harassment to the Title IX Coordinator in person, by mail, by telephone, or by email using the contact information listed 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. 34 C.F.R. §§ 106.30, 106.8(a).

Appellate Decision-Maker – An individual or group, e.g., a Board-appointed appeal examiner or the Board, which reviews an appeal of the Initial Decision-Maker’s determination regarding responsibility or a dismissal of a Formal Title IX Sexual Harassment Complaint (defined below). The Appellate Decision-Maker cannot be the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Appellate Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Complainant – An individual who is alleged to be the victim of conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

Consent – Knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of verbal or physical resistance. A person’s manner of dress does not constitute consent. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). Consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. Consent may be withdrawn at any time. A person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: (1) the person is incapacitated due to the use or influence of alcohol or drugs; (2) the person is asleep or unconscious; (3) the person is under age; or (4) the person is incapacitated due to a mental disability. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred. Coercion, force, or the threat of either invalidates consent.

Note: 34 C.F.R. §106.30, added at 85 Fed. Reg. 30574, states that Title IX recipients are not required to adopt a particular definition of consent with respect to sexual assault; however, in its

The footnotes should be removed before the material is used.

¹ This sample exhibit must be customized to assure alignment with the district’s policies, procedures, and practices.

2020 Title IX rulemaking, the U.S. Dept. of Education (DOE) stated that “recipients must clearly define consent and must apply that definition consistently.” 85 Fed. Reg. 30125. **Consult the Board Attorney if the District would like to customize this definition.**

Education Program or Activity – Includes locations, events, or circumstances in the United States over which the District exercised substantial control over both the Respondent and the context in which the sexual harassment occurred. 34 C.F.R. §106.44(a).

Note: Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). The District’s Title IX obligations extend to off-campus sexual harassment incidents “if the off-campus incident occurs as part of the [district]’s ‘operations’ pursuant to 20 U.S.C. 1687 and 34 CFR 106.2(h)” or if the District “exercised substantial control over the respondent and the context of alleged sexual harassment that occurred off campus pursuant to § 106.44(a).” 85 Fed. Reg. 30196. No single factor is determinative of whether the District exercised *substantial control* or whether an incident occurred as part of the District’s *operations*. *Id.* at 30197. *Operations* may include computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in, the District’s operations. *Id.* at 30202. **Consult the Board Attorney for further guidance.**

Formal Title IX Sexual Harassment Complaint – A document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation. At the time of filing a Formal Title IX Sexual Harassment Complaint, a Complainant must be participating in or attempting to participate in the District’s education program or activity with which the Formal Title IX Sexual Harassment Complaint is filed.

Note: Whether a Complainant is *attempting to participate* is a fact-specific inquiry. For example, a Complainant who has graduated may still be attempting to participate in an education program where he or she intends to remain involved in alumni programs or activities. 85 Fed. Reg. 30138. **Consult the Board Attorney for further guidance.**

Initial Decision-Maker – An individual designated by the Title IX Coordinator to reach an initial determination regarding responsibility in a Formal Title IX Sexual Harassment Complaint (defined above) by applying the standard of proof set forth in 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. See 85 Fed. Reg. 30054. The Title IX Coordinator cannot be the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(i). The Initial Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Investigator – The Title IX Coordinator or an individual designated by the Title IX Coordinator to investigate a *Formal Title IX Sexual Harassment Complaint* (defined above) according to 2:265-AP2, *Formal Title IX Sexual Harassment Complaint Grievance Process*. The Investigator must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Respondent – An individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

Supportive Measures – Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or 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. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort

services, mutual restrictions on contact between the parties, changes in work² locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District will maintain as confidential any supportive measures provided to a Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. 34 C.F.R. §106.30.

Sexual Harassment Governed by Laws Other Than Title IX – The District must also address sexual harassment that does not meet the definition of Title IX sexual harassment, including but not limited to sexual harassment in violation of the State Officials and Employees Ethics Act (5 ILCS 430/), Illinois Human Rights Act (775 ILCS 5/), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.).

For each report or complaint received, the Title IX Coordinator reviews the following Board policies³ to determine if they require additional action by the District in addition to or at the exclusion of policy 2:265, *Title IX Sexual Harassment Grievance Procedure*:

- 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
- 5:20, *Workplace Harassment Prohibited*. This policy prohibits employees from engaging in sexual harassment.
- 5:90, *Abused and Neglected Child Reporting*. This policy requires employees who suspect or receive knowledge that a student may be an abused or neglected child to immediately report their suspicion to the Ill. Dept. of Children and Family Services (DCFS). If an employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, it further requires the District to coordinate with the local Children’s Advocacy Center.⁴
- 5:120, *Employee Ethics; Conduct; and Conflict of Interest*. This policy sets forth high standards for employee ethics and conduct, and incorporates by reference the Code of Ethics for Illinois Educators.
- 7:20, *Harassment of Students Prohibited*. This policy prohibits all sexual harassment of students.
- 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes stalking, sexual harassment, sexual violence, or retaliation for asserting or alleging an act of bullying.
- 7:185, *Teen Dating Violence Prohibited*. This policy prohibits students 13-19 years of age from using or threatening to use physical, mental, or emotional abuse to control an individual in the dating relationship, and from using or threatening to use sexual violence in the dating relationship.

The footnotes should be removed before the material is used.

² For districts with residential facilities, insert “or housing” here.

³ Ensure the referenced locally-adopted board policies contain the language paraphrased in this exhibit. If not, either substitute similar language from the locally-adopted board policies on the same topics, or insert the titles from relevant locally adopted policies.

⁴ Delete the second sentence if your district is not within a county served by an accredited Children’s Advocacy Center. For further discussion see f/n 14 in sample policy 5:90, *Abused and Neglected Child Reporting*.

- 7:190, *Student Behavior*. This policy sets forth student conduct rules, prohibited student conduct, and behavioral interventions and disciplinary measures designed to address the causes of misbehavior and teach students positive behavioral skills.

Title IX Sexual Harassment – Conduct on the basis of sex that satisfies one or more of the following (34 C.F.R. §106.30):

- A District employee conditions the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct; or
- 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 District’s education program or activity; or
- *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).
 - *Sexual assault* means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system (UCR Program) of the Federal Bureau of Investigation (FBI), and includes rape, fondling, incest, and statutory rape. 20 U.S.C. §1092(f)(6)(A)(v); 34 C.F.R. Part 668, Appendix A to Subpart D. For more information regarding the FBI UCR Program, see www.fbi.gov/services/cjis/ucr/.
 - *Dating violence* 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* 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).
 - *Stalking* 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).

Document Status: 5-Year-Review - Needs Review

Educational Support Personnel

5:270 Employment At-Will, Compensation, and Assignment

Employment At-Will

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

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

Compensation and Assignment

The School Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month. The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.:

[105 LCS 5/10-22.34](#) and [5/10-23.5](#).

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: October 7, 2015

REVISED:

REVIEWED:

Document Status: 5-Year-Review - Needs Review

Instruction

6:315 High School Credit for Students Who Qualify

The Superintendent or designee may investigate, coordinate, and implement a program for students who qualify to enroll in a course required for a high school diploma.

If a program is available, students that qualify may enroll in a course required for a high school diploma. Students who successfully complete a course required for a high school diploma will receive academic credit if permitted by, and in accordance with, the policy of the district where the elementary student will attend high school.

LEGAL REF.:

[105 LCS 5/10-22.43](#) and [5/27-22.10](#).

[23 Ill.Admin.Code §1.460](#).

ADOPTED: April 7, 2016

REVISED:

REVIEWED:

Document Status: Draft Update

General School Administration

3:40 Superintendent

Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of the District schools in accordance with Board of Education policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Superintendent is authorized to develop administrative procedures to implement Board of Education policy.

The Superintendent may delegate to other District staff members the exercise of any powers and the discharge of any duties imposed upon the Superintendent by Board of Education policies or by Board vote. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action that was delegated.

Qualifications

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must have and maintain a Professional Educator License with a superintendent endorsement issued by the Illinois State Educator Preparation and Licensure Board.

Evaluation

The Board of Education will evaluate the Superintendent's performance and effectiveness according to the terms contained in the Superintendent's employment contract. A specific time should be designated for a formal evaluation session with all Board of Education members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Superintendent shall annually present evidence of professional growth through attendance at educational conferences, additional schooling, and in-service training.

Compensation and Benefits

The Board of Education and the Superintendent shall enter into a contract that conforms to this policy and State law. This contract shall govern the employment relationship between the Board of Education and the Superintendent. The terms of the Superintendent's employment agreement, when in conflict with this policy, will control.

LEGAL REF.:

[105 ILCS 5/10-16.7](#), [5/10-20.47](#), [5/10-21.4](#), [5/10-23.8](#), [5/21B-20](#), [5/21B-25](#), [5/24-11](#), and [5/24A-3](#).

23 Ill.Admin.Code §§1.310, 1.705, and ~~29.130~~ [25.355](#). [PRESSPlus1](#)

CROSS REF: 2:20 (Powers and Duties of the Board of Education; Indemnification), 2:130 (Board-Superintendent Relationship), 2:240 (Board Policy Development), 3:10 (Goals and Objectives)

ADOPTED: June 25, 2015

REVISED:

REVIEWED: JANUARY 9, 2020

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to the repeal of 23 Ill.Admin.Code §29.130. **Issue 106, November 2020**

General School Administration

Exhibit - Checklist for the Superintendent Employment Contract Negotiation Process¹

The School Board hires and employs the Superintendent. The Superintendent shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Superintendent. See IASB’s *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent**, at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/.

The foundation for a productive employment relationship begins when the Board identifies the most qualified superintendent candidate (*successful superintendent candidate*) after an established interview process. The Board then extends an offer of employment to the successful superintendent candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board’s policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at the link above.

Below, the *Checklist for the Superintendent Employment Contract Negotiation Process (Checklist)* provides a column entitled **Superintendent Contract Term Considerations for the Board**. It lists common superintendent employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common superintendent employment contract terms.

The *Checklist* is intended to serve as a resource to educate and guide the Board through the employment contract negotiation process with its successful superintendent candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Superintendent, all set the foundation for mutual respect and a clear understanding of the Board and Superintendent’s respective roles, responsibilities, and expectations. **Important:** This *Checklist* is a resource for contract formation; it is not a list of *must have* items for a superintendent’s employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful superintendent candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful superintendent candidate. The Board and the successful superintendent candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful superintendent candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

The footnotes should be removed before the material is used.

¹ The General Counsels of the Ill. Association of School Administrators (IASA) and Ill. Association of School Boards (IASB) collaborated on the content of this document.

Board Attorney. Prior to providing any successful superintendent candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. **Note:** Boards should view a successful superintendent candidate retaining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

Power and Duties of the Superintendent

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duties	<p>Does the Board enumerate the duties of the Superintendent in the employment contract?</p> <ol style="list-style-type: none"> 1. Are the statutory duties of the Superintendent listed? 2. Has the Board incorporated policy references to the other duties related to the Superintendent's employment? <p>See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.</p>
Full-time, Attention and Energy Clause	<p>How will the Board address outside activities of the Superintendent?</p> <ol style="list-style-type: none"> 1. How will the Board define <i>outside activities</i>? 2. Will the Board restrict the Superintendent from engaging in outside activities during the term of the employment contract? 3. Will the Board require approval/notification before the Superintendent engages in outside activities?

Employment and Compensation

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duration of Contract	<p>A superintendent's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
Salary	Special Considerations for the Board may include:

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<ol style="list-style-type: none"> 1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g), amended by P.A. 101-10) prior to retirement? 2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary of \$177,412 (P.A. 100-23 now makes school districts responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds \$177,412)? 3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)? <p>Items the Board may see the successful superintendent candidate request of it:</p> <ol style="list-style-type: none"> 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary. 3. Compensation increases.
Severance Agreements	<p>Any contract that contains a condition of severance pay must include the following provisions required by the Government Severance Pay Act (GSPA), 5 ILCS 415/10, added by P.A. 100-895:</p> <ol style="list-style-type: none"> 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the Changes to the Superintendent's Employment Contract subhead below for a definition of what misconduct means in the context of this law.
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> 1. Pension contributions (TRS-THIS)? 2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation? 3. Unforeseen pension reform issues?

Conditions of Employment

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful superintendent candidate to guarantee that as the future Superintendent of the District, he or she has and will maintain the appropriate licensure throughout the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9, amended by P.A.s 101-531 and 101-643. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> , and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, <i>Investigations</i> .
Other Background Check Laws	<p>Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9, amended by P.A.s 101-531 and 101-643, and discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 <i>et seq.</i>, Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.</p> <p>820 ILCS 75/, Ill. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant’s criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (a/k/a <i>ban the box</i> law).</p> <p>820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:</p> <ol style="list-style-type: none"> 1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account; 2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual’s personal online account; and

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>3. Taking an adverse employment action against an individual (including refusal to hire) based on that individual's use of a lawful product off District property during nonworking hours, i.e., tobacco, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, <i>Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</i>, and its f/ns).</p> <p>820 ILCS 70/, Ill. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a <i>bona fide occupational requirement</i>, which is further defined in the statute. The job descriptions of superintendents generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory power over more than \$100; and (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.</p>
Medical Examination	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. Part 1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 23 and 24.</p>
Tenure	<p><u>Suspension of Tenure</u></p> <p>With multi-year contracts and multi-year extensions, superintendents waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p><u>Continued Tenure</u> Superintendents serving multiple one year contracts may still accrue service toward and acquire tenure. See 105 ILCS 5/10-23.8 and the <i>Duration of Contract</i> row in the Employment and Compensation checkbox, above.</p>

Evaluations and Goals

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent</p>	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Superintendent and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p> <ol style="list-style-type: none"> 1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states “and other information as the Board may determine”)? 2. Included them in the body of the employment contract? Or as an exhibit to it? 3. Set them to be: <ol style="list-style-type: none"> a. Measurable and achievable, i.e., are they within the Superintendent’s control? b. Objective, subjective or a combination of both? 4. Set a timeline for achievement, and if so is it on an: <ol style="list-style-type: none"> a. Annual basis? b. Prior to completion of the employment contract? 5. Set them as procedural, substantive, or a combination of both? <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>www.iasb.com/conference-training-and-events/training/workshops/</p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their superintendents accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and superintendent to develop their own district-language for specific measurable, and attainable goals and indicators)</p> <p><i>The Superintendent Evaluation Process</i> (describes an effective method of holding the superintendent accountable)</p> <p><i>The Board and its Superintendent</i> (workshop assisting a board in developing an effective relationship with its superintendent).</p>
Superintendent Evaluation	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to:</p> <ol style="list-style-type: none"> 1. “Direct, through policy, its superintendent in his or her charge of the administration of the school district;” and 2. Evaluate the superintendent in his or her “administration of school board policies and his or her stewardship of the assets of the district.” <p>How will the Board evaluate the successful superintendent candidate upon its outlined goals and indicators?</p> <p>Does the Board state when it will evaluate the successful superintendent candidate upon the goals and indicators that it set? Note: Some districts do not consider the superintendent evaluation to be a <i>one-time event</i> and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.</p> <p>Is the Board or the successful superintendent candidate responsible to trigger the components of the Superintendent’s evaluation process?</p> <p>What evaluation instrument will be used? How will the evaluation be documented?</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>Will an evaluation instrument be outlined by the Board in its employment contract with the successful superintendent candidate?</p> <p>Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?</p> <p>For more information about best practices when planning for and evaluating the Superintendent, see:</p> <p><i>The Superintendent Evaluation Process</i> at: www.iasb.com/training/superintendent-evaluation-process.pdf;</p> <p>IASB's <i>Foundational Principles of Effective Governance</i>, Principle 3. The board employs a superintendent, at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/; stating “the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy.”</p>

Expenses and Benefits

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses and Allowances	<p>How will the Board address expenses and allowances in its employment contract negotiations with the successful superintendent candidate?</p> <p><u>Business</u></p> <ol style="list-style-type: none"> 1. What standard will the Board use, e.g., reasonable, itemized, etc.? 2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent's expenses? <p><u>Transportation</u></p> <p>Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful superintendent candidates request discussion about include:</p> <ol style="list-style-type: none"> 1. Vehicle insurance reimbursement(s)

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<ol style="list-style-type: none"> 2. Vehicle repair reimbursement(s) 3. A travel allowance only at either a set amount or the District's per mile rate 4. A vehicle 5. Out-of-district travel
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful superintendent candidate?</p> <p>Some items successful superintendent candidates request include:</p> <ol style="list-style-type: none"> 1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums. 2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many days? 2. Will vacation days accumulate? And, if so, how? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking a vacation? If yes, describe the process. 4. Will the Board address reimbursement for unused days? 5. Will vacation days need to be used for days off during winter or spring breaks?
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided? 2. How will sick day accumulation be addressed? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	taking or upon returning from a sick day? If yes, describe the process.
Professional Activities and Organizations Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many organizations will the Board allow the Superintendent to join? 2. Which organizations will be allowed? 3. What is the Board’s limit for the cost of dues to professional organizations?
Retirement	<p>Will the Board address any type of payment(s) upon the Superintendent’s retirement? If yes, then:</p> <ol style="list-style-type: none"> 1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful superintendent candidate’s attorney has interest in the following issues: <ol style="list-style-type: none"> a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
Annuities and Other Deferred Compensation	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p> <ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Superintendent’s agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?

Changes to the Superintendent’s Employment Contract

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Non-Renewal at End of Contract	<p>How will the Board and successful superintendent candidate agree to address orderly end to the employment contract when the Board chooses not to renew it?</p> <ol style="list-style-type: none"> 1. Will there be a non-renewal notification date? Do both parties’ attorneys find it reasonable? 2. Will the Board require the Superintendent to remind it of the non-renewal date? 3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification? 4. Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?
Renewal at End of Contract	<p>Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then:</p> <ol style="list-style-type: none"> 1. What date would be the earliest that the Board could renew its employment contract with the Superintendent? 2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon superintendents achieving their stated goals and indicators of student performance and academic improvement and other information they required.
Contract Extensions	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p> <ol style="list-style-type: none"> 1. Will the Board agree to extend it during its term if the Board determines that the Superintendent successfully met all of the Board’s stated goals and indicators of student performance and academic improvement and other information it required? 2. Will the Board agree to extend a one-year contract when the Superintendent is not required to meet any goals? <p>See 105 ILCS 5/10-23.8.</p>
Terminations	<p>If the successful superintendent candidate accepts employment with the Board and becomes the Superintendent, how will the Board outline the</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>grounds and procedures for terminating the Superintendent's employment during the contract's term?</p> <ol style="list-style-type: none"> 1. Will the Board and the successful superintendent candidate agree to terminate it upon mutual agreement? 2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Superintendent? And if so, will the Board require reasonable notice from its Superintendent? 3. Could either the Board or Superintendent terminate the employment contract without cause by providing notice to the other? 4. Will the Board terminate the employment contract for permanent disability of the Superintendent? <ol style="list-style-type: none"> a. How will the Board define permanent disability in the contract? b. Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or c. Will the Board consider duration of absence; e.g., 90-days after exhaustion of available leave, whichever is greater? <p style="margin-left: 40px;">See PRESS sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p> 5. What standard will the Board use to terminate the employment contract for cause? Items to consider include: <ol style="list-style-type: none"> a. Any conduct detrimental/prejudicial to the District;* b. Just cause; c. Sufficient to dismiss a tenured teacher; d. Material breach of contract; or e. Not arbitrary and capricious.

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>*50 ILCS 205/3c, amended by P.A. 100-1040, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See Severance Pay row directly below.</p> <p>6. Will the Board agree to provisions for hearing and due process for the Superintendent?</p> <p>7. How will the Board address death of its Superintendent during the duration of the employment contract?</p>
Severance Pay	<p>Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1), added by P.A. 100-895:</p> <ol style="list-style-type: none"> 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c, amended by P.A. 100-1040, limits sexual harassment or discrimination to instances when an employee is “found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964.” For more discussion about these laws, see f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i>.
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the employment contract?</p> <ol style="list-style-type: none"> 1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys? 2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Amendments	How will the Board and Superintendent agree to allow for amendments to the employment contract?

What technical clauses need to be in the Superintendent's employment contract?

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Technical clauses (common in contracts)	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent's attorney reviewed them?</p> <ol style="list-style-type: none"> 1. Notice 2. Applicable law 3. Headings and numbers 4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract? 5. Counterparts 6. Effect of Policy Amendments 7. Severability 8. Advice of Counsel

Miscellaneous Issues

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Board Obligations Under the Employment Contract	<p>Do all members of the Board understand the District's obligations under the employment contract and what not complying with them will mean to the District?</p> <p>Specifically, are Board members aware of the Board's specific obligations regarding:</p> <ol style="list-style-type: none"> 1. The Superintendent Evaluation 2. Goal setting 3. Required notifications/actions by each party prior to termination of the employment contract
Ongoing Monitoring of Each Party's Compliance with the Contract	Are the Board and Superintendent actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?
Legislative Issues	How might pending pension reform legislation or other trending legislation affect the employment contract?

Document Status: Draft Update

Operational Services

4:80 Accounting and Audits

The School District's accounting and audit services shall comply with the Requirements for Accounting, Budgeting, Financial Reporting, and Auditing, as adopted by the Ill. State Board of Education (ISBE), State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Superintendent, in addition to other assigned financial responsibilities, shall report monthly on the District's financial performance, both income and expense, in relation to the financial plan represented in the budget.

Annual Audit

At the close of each fiscal year, the Superintendent or designee shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent. A presentation of the audit report will be made to the Board by the Superintendent or his/her designee.

The Superintendent or designee shall periodically, on or before October 15, submit an original and one copy of the audit to the North Cook Intermediate Service Center.

Annual Financial Report

The Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the ISBE. The Superintendent shall review and discuss the Annual Financial Report with the Board before it is submitted.

Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the District pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by [2 C.F.R. §200.313](#), if applicable. The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law.

Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$5,000 and have an estimated useful life greater than one year.

Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of a diminutive value. The Superintendent shall establish procedures for the disposition of property acquired by the District under grant awards that comply with federal and State law.

Taxable Fringe Benefits

The Superintendent or designee shall: (1) require that all use of District property or equipment by employees is for the District's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of District property or equipment as taxable compensation.

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn 48 payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of

\$500.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School District must be signed by either the Treasurer or Board President, except that checks from an accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians. [PRESSPlus1](#)

Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or other imprudent employee action.

The Superintendent or designee shall annually audit the District's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

LEGAL REF.:

[2 C.F.R. §200](#) *et seq.*

[30 ILCS 708/](#), Grant Accountability and Transparency Act, implemented by [44 Ill.Admin.Code 7000](#) *et seq.*

[105 ILCS 5/2-3.27](#), [5/2-3.28](#), [5/3-7](#), [5/3-15.1](#), [5/5-22](#), [5/10-21.4](#), [5/10-20.19](#), [5/10-22.8](#) and [5/17-1](#) *et seq.*

[23 Ill.Admin.Code Part 100](#).

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 4:90 (Student Activity and Fiduciary Funds)

ADOPTED: February 2, 2012

REVISED: January 9, 2020

REVIEWED: January 9, 2020

PRESSPlus Comments

PRESSPlus 1. Updated to incorporate 23 Ill.Admin.Code §§100.20, 100.80 and 100.85 (establishing *fiduciary* funds as a category of funds separate from *student activity funds*, for which a district has custodial responsibilities). See policy 4:90, *Student Activity and Fiduciary Funds*, for more information about a board's responsibilities for *student activity funds* and *fiduciary funds*. **Issue 106, November 2020**

As of 12/2/20, CURRENT DISTRICT AP ON WEBSITE

Section 4 - Operational Services

4:80-AP1 Administrative Procedure - Checklist for Internal Controls

The District's system of internal controls shall include the following:

1. All financial transactions must be properly authorized and documented (Accounts Payable/Business Manager). This includes:
 - No check is issued without pre-approved documentation for the expenditure pursuant to the Local Government Travel Expense Control Act, [50 ILCS 150/10](#), added by P.A. 99-604, e.g., 2:125-E1, *Board Member Expense Reimbursement Form*; 2:125-E2, *Board Member Estimated Expense Approval Form*; 5:60-E1, *Employee Expense Reimbursement Form*; and 5:60-E2, *Employee Estimated Expense Approval Form*.
 - No bank account is opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number without pre-approved documentation.
 - No credit or procurement card is assigned to an individual without pre-approved documentation. All use of a credit or procurement card must be in compliance with Board policy 4:55, *Use of Credit and Procurement Cards*, and administrative procedure 4:55-AP, *Controls for the Use of District Credit and Procurement Cards*.
 - Every receipt to and expenditure from a revolving fund and a petty cash fund are supported with clear documentation and otherwise comply with Board policies 4:50, *Payment Procedures*, and 4:80, *Accounting and Audits*.
 - A record is made of all checks issued and all payments made by credit or procurement cards that includes descriptive information sufficient to allow assignment of the appropriate code.
2. Financial records and data must be accurate and complete (Business Manager/Township Treasurer). This includes:
 - Data entries are timely made.
 - Cash handling is properly recorded.
 - Checks are sequentially numbered and missing checks are accounted for.
 - Financial reporting deadlines are followed.
3. Accounts payable must be accurate and punctual (Accounts Payable/Business Manager). This includes:
 - Payments are made on a timely basis.
 - A thorough explanation is provided for any over/underpayments.
 - Payroll and benefits are reviewed and continually updated.
4. District assets must be protected from loss or misuse (Director of Technology/Network Engineer/Business Manager).
 - The District implements a Fraud, Waste, and Abuse Awareness Program. See 4:80-AP2, *Fraud, Waste and Abuse Awareness Program*.
 - Valuable technology assets are safeguarded from theft or loss.
 - A backup and recovery system is developed for electronic systems.
 - Only authorized individuals have access to various systems.
 - Passwords are kept secure and frequently changed.
 - Keys are kept secure and accounted for.
 - District property is not *borrowed* or otherwise used for private purposes.
 - District personal property having a monetary value (excluding, for example, trash, out-dated equipment, consumed consumables, and spoilage) is discarded only with the Board's prior approval.
5. Incompatible duties should be segregated, if possible (Accounts Payable/Payroll/Administrative Assistant to the Business Manager/Business Manager). This includes:

- Transaction approval is separated from disbursement approval duties, as well as record-keeping duties so that no single individual or two individuals control all phases of the claim payment process.
 - Reconciliation of checking accounts and credit cards is performed by an individual who does not have check-writing authority, and if possible, by someone who does not record checks and credit card payments in the District's books.
 - Other controls are used if segregation of duties is impossible.
6. Accounting records are periodically reconciled (Accounts Payable/Township Treasurer/Business Manager). This includes:
- All accounts are balanced monthly.
 - All statements from checking accounts and credit cards are reconciled monthly.
 - Expenses are verified against receipts.
 - Out-of-balance conditions are investigated.
7. Equipment and supplies must be safeguarded (Director of Technology/Business Manager). This includes:
- Inventories are periodically taken and inspections are frequently made.
 - A reliable record is kept identifying what technology assets have been provided to specific employees.
 - Access to supplies is limited and controlled.
8. Staff members with financial or business responsibilities must be properly trained and supervised, and must perform their responsibilities with utmost care and competence (Business Manager/Township Treasurer).
- Responsibilities match job descriptions.
 - If required by State law, staff members are appropriately bonded.
 - Staff members are held accountable for complying with Board policies and administrative processes or procedures that have been established to safeguard the District's financial condition.
 - Staff members are appropriately trained and evaluated.
 - Staff members are encouraged to notify their supervisors or the Superintendent of risks, losses, and/or concerns.
9. Any unnecessary weaknesses or financial risks must be promptly corrected (Auditor/Business Manager). This includes:
- Internal control concerns raised by the District's independent auditor in connection with the annual financial audit or by the Ill. State Board of Education in connection with its administration of the Grant Accountability and Transparency Act or a monitoring visit are properly addressed.
 - Internal or external auditors are annually engaged to assess risk and/or test existing internal controls for those areas not included within the scope of the annual financial audit; concerns are promptly addressed.

Created: November 4, 2008

Revised: March 7, 2019

Reviewed: March 7, 2019

Section 4 - Operational Services

4:80-AP2 Administrative Procedure - Fraud, Waste, and Abuse Awareness Program

The Grant Accountability and Transparency Act (GATA) ([30 ILCS 708/](#)) and federal regulations ([2 CFR 200.113](#)) require grant fund recipients to timely disclose, in writing, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal awarding agency or pass-through entity, e.g., Ill. State Board of Education (ISBE).

In alignment with best practices contained in ISBE’s *Fiscal Procedures Handbook*, the District has a Fraud, Waste, and Abuse Awareness Program, which includes employee reporting procedures for suspected fraud, waste, or abuse. The District will take all appropriate measures to deter fraud, waste, and abuse.

Reporting

The District encourages all District employees to be vigilant and report suspicions of fraud, waste, or abuse.

Employees who make good faith reports of suspected violations of law, public corruption or wrongdoing are protected from retaliation by the provisions of the Ill. Whistleblower Act ([740 ILCS 174/](#)). See the chart below for details on how to make a report.

Enforcement

Staff members found to have engaged in fraud, waste, or abuse will be disciplined, up to and including discharge. The District will also seek to recover any wrongfully obtained assets from the employee.

Definitions

Fraud is defined as: (1) fraudulent financial reporting, (2) misappropriation of assets, and/or (3) corruption (bribery and other illegal acts). Examples of *fraud* include:

- Embezzlement, e.g., theft of cash, use of entity credit card or accounts payable systems to purchase personal items
- Collusion with others to circumvent internal controls
- Forgery or alteration of documents, e.g., checks, time cards, receipts, contracts, purchase orders, expense reimbursement paperwork, student bills, electronic files, bids, or other financial documents
- Fraudulent reporting of expenditures or other District financial information
- Misappropriation or misuse of resources, e.g., cash, securities, inventory, facilities, equipment, services, supplies, or other assets
- Impropriety in the handling or reporting of cash or financial transactions
- Unless properly authorized, accepting or seeking anything of material value from contractors, vendors, or persons providing services or materials.
- Authorization or receipt of payment for goods not received or services not performed, e.g., payments to fictitious employees or vendors
- Submitting multiple vouchers for the same expense reimbursement
- Using the District’s tax exempt status for purchase of personal items
- Authorization or receipt of unearned wages or benefits
- Personal use of District property in commercial business activities
- Identity theft
- Conflict of interest or other ethics violations
- Destruction, removal, or inappropriate use of records, buildings, furniture, fixtures, or equipment
- Any similar or related irregularity to those listed

Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose.

Abuse is behavior that is deficient or improper compared to the behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances.

The terms *fraud*, *waste*, and *abuse* are not mutually exclusive; certain conduct may constitute fraud, waste, and/or abuse.

Roles, Responsibilities, and Reporting Procedures

Actor	Action
Any Staff Member	Staff members who suspect fraud, waste, and/or abuse should do the following: <div style="text-align: right; margin-right: 20px;">52</div> 1. Make an oral or written report to the Superintendent that describes the factual basis of

	<p>the suspicion, including any employees involved, a description of the alleged misconduct, and any supporting evidence. Oral reports shall be followed up in writing by the staff member or Superintendent.</p> <ol style="list-style-type: none"> 2. If the staff member does not feel comfortable identifying himself/herself in making a report, the employee may deliver the report anonymously to the attention of the Superintendent or make an anonymous call to the Superintendent. 3. If the report concerns alleged misconduct by the Superintendent, the report may be either be made to a Complaint Manager identified in Board Policy 2:260, <i>Uniform Grievance Procedure</i>, who will notify the Board President of the report, or directly to the Board President. 4. If the reporting staff member has evidence of fraud, waste, and/or abuse, he/she must preserve the evidence and provide it to the Superintendent or designee (or designated Complaint Manager or Board President, if the report concerns the Superintendent) charged with investigating the suspected fraud, waste, or abuse.
<p>Superintendent and/or Designee (or Complaint Manager/Board President, for cases concerning the Superintendent)</p>	<p>Manages actual or suspected fraud, waste, or abuse in the District. With respect to any investigation, the Superintendent and/or designee (or Complaint Manager/Board President, for cases concerning the Superintendent) shall:</p> <ol style="list-style-type: none"> 1. Ensure all reported instances of fraud, waste, or abuse are investigated by the District, and, if appropriate, reported to the proper authorities for further investigation and potential prosecution. 2. Consult with the board attorney as needed regarding any investigation. 3. Keep the Board informed of any ongoing investigations. 4. Ensure the District cooperates with law enforcement in any criminal fraud investigations. 5. Make all reasonable efforts to ensure the preservation of evidence relevant to an investigation. 6. Effectuate (or recommend to the Board) discipline of employees who engage in fraud, waste, or abuse in accordance with Board policies and any applicable collective bargaining agreement(s). 7. Manage communications with the media regarding investigations, as needed. 8. Manage District efforts to seek recovery of wrongfully obtained assets, as appropriate.
<p>Superintendent and/or Designee</p>	<ol style="list-style-type: none"> 1. Manage annual communication of the District's Fraud, Waste, and Abuse Awareness Program to staff and grant sub-recipients/subcontractors, including how employees should report suspected fraud, waste, or abuse. 2. Manage ethics and standards of conduct training for all District employees. 3. Periodically review the District's Fraud, Waste, and Abuse Awareness Program and related reporting procedures.

Created: March 7, 2019

Revised:

Reviewed:

Lincolnwood School District 74 - Administrators Edition

PP Issue #106 (November 2020) - Sent to Policy Committee on 12/11/20 Agenda

LINCOLNWOOD SCHOOL DISTRICT 74 \ SECTION 4 - Operational Services \

Document Status: Draft Update

Operational Services

4:90 Student Activity and Fiduciary Funds

Title has been updated. Original Title: Activity Funds

The School Board, upon the Superintendent or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes. PRESSPlus1 The Board, upon the Superintendent or designee's recommendation, also establishes fiduciary funds to be supervised by the Superintendent or designee. The District has custodial responsibilities for fiduciary funds but no direct involvement in the management of such funds. PRESSPlus2

Student Activity Funds PRESSPlus3

The Superintendent or designee shall be responsible for managing student activity funds and/or convenience accounts in accordance with State law and shall have all of the responsibilities listed in the rules adopted by the Illinois State Board of Education (ISBE) for the maintenance of student activity funds and/or convenience accounts. The Board of Education shall recognize the Business Manager as the activity funds treasurer who shall be bonded in accordance with the School Code. Each non-student group that has a convenience account shall designate a manager for it.

Fiduciary Funds PRESSPlus4

The Superintendent or designee shall be responsible for supervising fiduciary funds in accordance with Board policy 4:80, Accounting and Audits; State law; and ISBE rules for fiduciary funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in the ISBE rules for fiduciary funds.

LEGAL REF.:

[105 ILCS 5/8-2](#) and [5/10-20.19](#).

23 Ill.Admin.Code §§100.20, ~~and 100.80, and 100.85.~~

CROSS REF.: 4:80 (Accounting and Audits), 7:325 (Student Fund-Raising Activities)

ADOPTED: October 3, 2006

REVISED:

REVIEWED: August 1, 2019

PRESSPlus Comments

PRESSPlus 1. Student activity funds are established to account for money used to support the activities of student organizations and clubs, e.g., homeroom, yearbook, class year, choral or band group, class projects, student clubs, student council, and student-sponsored bookstore. 23 Ill.Admin.Code §100.20. Student activity funds are under the school board's control, giving it a fiduciary responsibility to safeguard them along with district assets. In contrast to *fiduciary funds*, the board, superintendent, or other district employees have direct involvement in how *student activity funds* are spent or attained. And, unlike fiduciary funds, student activity funds must be reported as part of a district's Educational Fund for its annual financial reporting and budget, in accordance with *Governmental Accounting Standards Board Statement No. 84*. 23 Ill.Admin.Code §§100.80(e), 100.85. **Issue 106, November 2020**

PRESSPlus 2. Updated to incorporate 23 Ill.Admin.Code §§100.20, 100.80 and 100.85 (establishing *fiduciary funds* as a category of funds separate from *student activity funds*, for which a district has custodial responsibilities). **Issue 106, November 2020**

PRESSPlus 3. Student activity funds are under the school board's control, giving it a fiduciary responsibility to safeguard them along with district assets. In contrast to fiduciary funds (see PRESS Plus Comment 3), the board, superintendent, or other district employees have direct involvement in how student activity funds are spent or attained. And, unlike fiduciary funds, student activity

funds must be reported as part of a district's Educational Fund for its annual financial reporting and budget, in accordance with Governmental Accounting Standards Board Statement No. 84. 23 Ill.Admin.Code §§100.80(e), 100.85. Issue 106, November 2020

PRESSPlus 4. Fiduciary funds are funds "received from an independent, outside source in which the school board is acting in an administrative capacity." Unlike student activity funds, where "[t]he school board, superintendent, or district employees have direct involvement with the decisions of how the funds are spent or attained," a district has no control over how fiduciary funds are spent or raised. 23 Ill.Admin.Code §§100.20, 100.80, and 100.85.

See 23 Ill.Admin.Code §100.85 for the specific characteristics and permitted activities of a fiduciary fund. Boards must take a number of specific actions for fiduciary funds that are delegated to the superintendent or designee in this policy and align with IASB's *Foundational Principles of Effective Governance*, at www.iasb.com/principles_popup.cfm. 23 Ill.Admin.Code §100.85(b). Boards should consult their local auditors for guidance on whether a particular fund should be classified as a student activity fund or fiduciary fund.

Issue 106, November 2020

Document Status: Draft Update

Instruction

6:20 School Year Calendar and Day

School Calendar

The Board of Education, upon the Superintendent's recommendation and subject to State regulations, annually establishes the dates for opening and closing classes, teacher institutes and in-services, the length and dates of vacations, and the days designated as legal school holidays. The school calendar shall have a minimum of 185 days to ensure 176 days of actual student attendance.

Commemorative Holidays

The teachers and students shall devote a portion of the school day on each commemorative holiday designated in the School Code to study and honor the commemorated person or occasion. The Board of Education may, from time to time, designate a regular school day as a commemorative holiday.

School Day

Please refer to the current "Agreement between the Board of Education, School District #74, Lincolnwood, Illinois, and the Lincolnwood Teacher's Association, Local 1274 IFT/AFT, AFL-CIO and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO."

The Board of Education establishes the length of the school day with the recommendation of the Superintendent and subject to State law requirements.

LEGAL REF.:

105 ILCS 5/10-19, 5/10-19.05, [5/10-20.56](#), 5/10-24.46, [5/10-30](#), 5/18-12, 5/18-12.5, 5/24-2, 5/27-3, 5/27-18, 5/27-19, 5/27-20, 5/27-20.1, 5/27-20.2, and 20/1. [PRESSPlus1](#)

[10 ILCS 5/11-4.1.23 Ill.Admin.Code §1.420\(f\)](#).

Metz v. Leininger, 850 F.Supp. 740 (N.D. Ill. 1994), *aff'd* by 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), [4:180 \(Pandemic Preparedness: Management; and Recovery\)](#), 5:200 (Terms and Conditions of Employment and Dismissal), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: September 10, 2002

REVISED: December 5, 2019

REVIEWED: December 5, 2019

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 106, November 2020**

IASB SUGGESTED LANGUAGE AS SHOWN

June 2020

6:20-AP

Instruction

Administrative Procedure – Remote and/or Blended Remote Learning Day Plan(s)

Use this procedure in conjunction with the subhead **Suspension of In-Person Instruction; Remote and/or Blended Remote Learning Day Plan(s)** in policy 4:180, *Pandemic Preparedness; Management; and Recovery*.

When the District must implement a Remote and/or Blended Remote Learning Day Plan (Plan) that designates *remote learning days* (RLDs) and/or *blended remote learning days* (BRLDs) for instruction in grades pre-kindergarten through 12, the Superintendent must approve¹ a Plan, present the Plan to the Board for adoption² prior to its implementation, implement the Plan after Board approval, and post it on the District's website.

The Superintendent will begin the process of developing a Plan in one of the two following ways:

1. Adapting the District's e-learning program (adopted by the Board pursuant to 105 ILCS 5/10-20.56) into a Plan³ and ensuring that it is posted on the District's website and communicated to the community in accordance with this procedure.⁴ See *E-learning Program; Days*, in the **Definitions** subhead below for more information about an e-learning program.
2. Using this procedure if the District has not implemented an e-learning program. ⁵

Definitions

Blended Remote Learning Days (BRLDs) – School attendance days during which the District provides hybrid days of in-person and remote instruction to students.⁶ Once the State Superintendent of Education declares that the District must use remote learning days or blended remote learning days, the Superintendent implements these days in grades pre-kindergarten through 12. These days are counted as days of attendance and are pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19 and 5/10-19.05, added by P.A. 101-643. If the District has implemented

The footnotes should be removed before the material is used.

¹ 105 ILCS 5/10-30(3), added by P.A. 101-643, states “the district shall adopt a remote and blended remote learning day plan approved by the district superintendent.” This presents a governance best practice conundrum. For ease of administration, to avoid confusion during implementation and to align with the IASB *Foundational Principles of Effective Governance* (www.iasb.com/principles_popup.cfm), this administrative procedure requires the superintendent to present the *approved* plan to the board for *adoption* prior to district-wide implementation and posting on the district's website. See f/n 13 in sample policy 4:180, *Pandemic Preparedness; Management; and Recovery* for further discussion.

² *Id.*

³ *Id.* at 5/10-30(2), added by P.A. 101-643. If the board has implemented an e-learning program in the district, it should adapt the program into a Plan by ensuring that the requirements for communicating the Plan are met. See f/n 4 below.

⁴ *Id.* at 5/10-30(6), added by P.A. 101-643.

⁵ *Id.* at 5/10-30(3) and (6), added by P.A. 101-643. See f/n 1, above.

See f/n 3 in policy 2:150, *Committees* for a discussion of Open Meetings Act implications of the Remote Learning Committee being a board committee. See IASB's *Foundational Principles of Effective Governance* at www.iasb.com/principles_popup.cfm.

⁶ The law is silent regarding whether BRLDs must be in-person and remote on the same day or whether they may include in-person instruction on one day and remote learning on different day. BRLDs is a term commonly used in higher education, and in higher education, in-person and remote instruction may take place on the same day or on different days.

6:20-AP

Page 1 of 7

an *e-learning program*, these school attendance days may be met through it. See 105 ILCS 5/10-30, added by P.A. 101-643.

E-learning Program; Days – E-learning is short for electronic learning. As an optional instructional tool for school districts, e-learning days are part of an implemented *e-learning program* in the District that:

1. Uses the Internet, telephones, texts, chat rooms, or other similar means of electronic communication for instruction and interaction between teachers and students that meet the needs of all learners; and
2. Addresses a district’s responsibility to ensure that all teachers and staff who may be involved in the provision of e-learning have access to any and all hardware and software that may be required for the program.

An e-learning program is implemented after a school board:

1. Adopts a resolution to implement research-based program(s) for district-wide e-learning days that permit student instruction to be received electronically while students are not physically present in lieu of the district’s scheduled emergency days as required by 105 ILCS 5/10-19 (105 ILCS 5/10-20.56(b), amended by P.A. 101-12);
2. Conducts a public hearing on the District’s initial e-learning program proposal or renewal with at least 10 days’ advanced notice (*Id.* at 5/10-20.56(c), amended by P.A. 101-12); and
3. On or before September 1st annually, to ensure access for all students, receives verifications by the regional office of education (ROE) or intermediate service center (ISC) that the board’s proposal for an e-learning program has: (a) met the requirements specified in 105 ILCS 5/10-20.56, amended by P.A. 101-12; (b) the components designed to reasonably and practicably accomplish the requirements outlined in the enabling statute; and (c) not exceeded the minimum number of emergency days in a district’s approved school calendar. In its verification process, the ROE/ISC ensures that the specific needs of all students are met, including special education students and English Learners, and that all mandates are still met using the proposed research-based program. See 105 ILCS 5/10-20.56(b), amended by P.A. 101-12.

While the ROE/ISC must annually verify a district’s e-learning program, the Board’s approval of an e-learning program is for a term of three years. 105 ILCS 5/10-20.56(d)(10), amended by P.A. 101-12.

Plan – The District’s formal implementation of remote instruction that includes RLDs and BRLDs. If the District already has an e-learning program in place, it should adapt the program into a Plan by ensuring that the requirements for communicating the Plan, e.g., website posting, etc. are met.⁷ When finalized, it is provided to students and faculty, posted on the District’s website where other policies, rules, and standards of conduct are posted, and listed in 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. Plans should be periodically reviewed and amended to ensure the needs of all students continue to be met throughout the suspension of in-person learning. If a plan is amended, post the amended plan to the District website. ⁸

Remote Learning Days (RLDs) – Remote learning is learning that happens outside of the traditional classroom because the student and teacher are separated by distance and/or time. Remote learning can be real-time or flexibility-timed, and it may or may not involve technology. School attendance days are

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⁷ See question “How do Remote Learning Plans and E-Learning Plans differ?” in the Ill. State Board of Education (ISBE) Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, and its most recent updates at: www.isbe.net.

⁸ See question “Can Remote Learning Plans be revised periodically to align with changing circumstances?” in the ISBE Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, and its most recent updates at: www.isbe.net.

days that the District provides remote instruction to students. Once the State Superintendent of Education declares that the District must use remote learning days or blended remote learning days, the Superintendent implements these days in grades pre-kindergarten through 12 on days of attendance. These days are counted as pupil attendance days for calculation of the length of the District’s official calendar under 105 ILCS 5/10-19 and 5/10-19.05, added by P.A. 101-643. If a district has implemented an *e-learning program*, these school attendance days may be met through it. Five RLDs, taken consecutively or in separate increments, may be used to develop, review, or amend the District’s Plan or provide professional development to staff about remote education; i.e., *Remote Learning Planning Days*. See 105 ILCS 5/10-30, added by P.A. 101-643. ⁹

Remote Learning Planning Days – Up to five consecutive or separate increment days that a district may use to develop, review, or amend its Plan or to provide professional development to staff about remote education. These days are counted as days of attendance and are pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19 and 5/10-19.05, added by P.A. 101-643. See 105 ILCS 5/10-30, added by P.A. 101-643. ¹⁰

Plan Development and Implementation

Use this Plan before, during, and after implementing 105 ILCS 5/10-30, added by P.A. 101-643. Note: The legislative history and purpose of 105 ILCS 5/10-30, added by P.A. 101-643 is to ensure school districts may reopen in time for the start of the 2020-2021 school year, even if that requires remote learning.

Consult the Board Attorney for guidance on this procedure. 105 ILCS 5/10-30, added by P.A. 101-643 was signed days before PRESS Issue 104 publication. PRESS Editors expect the Ill. State Board of Education is likely to provide more guidance regarding the implementation of remote and/or blended remote learning day plan(s) that may affect the contents of this procedure prior to the ability of PRESS Editors to update it.

Actor	Action
Board	<p>If permitted by local resources and conditions, implement an e-learning program pursuant to 105 ILCS 5/10-20.56, amended by P.A. 101-12.</p> <p>If the Board decides not to implement an e-learning program in the District, provides the Superintendent with the resources necessary to implement a Remote and/or Blended Remote Learning Day Plan (Plan) that meets the needs of all students. 105 ILCS 5/10-30, added by P.A. 101-643.</p> <p>Directs, through policy, the Superintendent to recommend any suspensions or amendments to policies to reduce any Board-required graduation or other instructional requirements in addition to the minimum requirements specified in School Code that the District was not able to complete due to a pandemic. 105 ILCS 5/10-16.7.</p> <p>Monitors Board policies 2:20, <i>Powers and Duties of the School Board; Indemnification</i>, 4:180, <i>Pandemic Preparedness; Management; and Recovery</i>, and 6:20, <i>School Year Calendar and Day</i>, 6:60, <i>Curriculum Content</i>, and 6:300, <i>Graduation Requirements</i> (if applicable), and makes</p>

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⁹ See questions “What is a Remote Learning Day on the school calendar?” and “How do Remote Learning Plans and E-Learning Plans differ?” in the ISBE Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, and its most recent updates at: www.isbe.net.

¹⁰ See question “What are Remote Learning Planning Days?” in the ISBE Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, and its most recent updates at: www.isbe.net.

Actor	Action
	<p>changes recommended by the Superintendent. See policy 2:240, <i>Board Policy Development</i>.</p> <p>Considers all policy changes recommended by the Superintendent pursuant to policy 2:240, <i>Board Policy Development</i>, and included as a topic for discussion in the annual report required by Board policy 6:10, <i>Educational Philosophy and Objectives</i>.</p> <p>Adopts the Superintendent-approved Plan for District-wide implementation. 11</p> <p>Provides appropriate, additional resources requested by the Superintendent to successfully implement the Plan.</p>
Board and Superintendent	<p>Identify, discuss, modify, and monitor relevant policies that remote learning may possibly affect, including but not limited to:</p> <p>4:130, <i>Free and Reduced-Price Food Services</i> 4:180, <i>Pandemic Preparedness; Management; and Recovery</i> 5:35, <i>Compliance with the Fair Labor Standards Act</i> 5:40, <i>Communicable and Chronic Infectious Disease</i> 5:180, <i>Temporary Illness or Temporary Incapacity</i> 5:185, <i>Family and Medical Leave</i> 5:200, <i>Terms and Conditions of Employment and Dismissal</i> 5:270, <i>Employment At-will, Compensation, and Assignment</i> 5:300, <i>Schedules and Employment Year</i> 5:330, <i>Sick Days, Vacation, Holidays and Leaves</i> 6:10, <i>Educational Philosophy and Objectives</i> 6:15, <i>School Accountability</i> 6:20, <i>School Year Calendar and Day</i> 6:30, <i>Organization of Instruction</i> 6:60, <i>Curriculum Content</i> 6:120, <i>Education of Children with Disabilities</i> 6:150, <i>Home and Hospital Instruction</i> 6:190, <i>Extracurricular and Co-Curricular Activities</i> 6:300, <i>Graduation Requirements</i> 7:70, <i>Attendance and Truancy</i> 7:280, <i>Communicable and Chronic Infectious Disease</i> 8:30, <i>Visitors to and Conduct on School Property</i> 8:100, <i>Relations with Other Organizations and Agencies</i></p>
Superintendent or Designee	<p>When the District is required by the State Superintendent of Education to implement RLDs and/or BRLDs:</p> <ol style="list-style-type: none"> 1. If an e-learning program is in place: <ol style="list-style-type: none"> a. Adapts it into a Plan by ensuring that the requirements for communicating the Plan, e.g., website posting, etc. are met; 12

The footnotes should be removed before the material is used.

11 See f/n 1, above.

12 See f/n 3, above.

Actor	Action
	<ul style="list-style-type: none"> b. Approves the Plan;¹³ and c. Presents the Plan to the Board for adoption.¹⁴ <p>2. If an e-learning program is not in place:</p> <ul style="list-style-type: none"> a. Establishes a District-wide Remote Learning Committee¹⁵ to design a Plan for implementation of RLDs and BRLDs. Committee members should include: <ul style="list-style-type: none"> District-level administrators Building Principals (Building Principals are mandatory for successful implementation of the Plan) Pandemic Planning Team member(s) District Safety Coordinator (see 4:170-AP1, <i>Comprehensive Safety and Security Plan</i>, Part C, District Safety Coordinator and Safety Team; Responsibilities) District 504 Coordinator (see 6:120, <i>Education of Children with Disabilities</i>, and 6:120, AP1, E1 <i>Notice to Parents/Guardians Regarding Section 504 Rights</i>) Staff members ¹⁶ Parents/Guardians Students b. Chairs and convenes Committee¹⁷ meetings. Manages virtual attendance by some or all Committee members when necessary. <p>3. Designates RLDs and/or BRLDs in grades pre-kindergarten through 12.</p> <p>4. Approves the Plan and presents it to the Board for adoption. ¹⁸</p> <p>5. Implements the Plan.</p> <p>6. Ensures that the Plan is provided to students and faculty, posted on the District’s website where other policies, rules, and standards of conduct are posted, and listed in 2:250-E2, <i>Immediately Available District Public Records and Web-Posted Reports and Records</i>.</p> <p>7. Provides periodic reports to the Board about the Committee’s progress and needs, along with any amendments to the Plan for the purposes of</p>

The footnotes should be removed before the material is used.

¹³ See f/n 1, above.

¹⁴ See f/ns 1 and 2, above.

¹⁵ If a committee is not feasible in the district, the superintendent or designee must perform this function. See f/n 16, below.

¹⁶ 105 ILCS 5/10-30(7), added by P.A. 101-643, states that it does not increase or diminish any collective bargaining rights under existing law, and that aspects of the plan that impact the wages or other terms or conditions of employment will need to be bargained with the exclusive bargaining representative(s).

¹⁷ This committee is optional. Establishing it is a best practice for aligning with governance principles and examining the many implementation issues specific to each individual school district. While smaller school districts, i.e., one-building districts, may be able to implement a Plan through one meeting, larger school districts will likely require the uniform coordination that this committee provides.

¹⁸ See f/n 1, above.

Actor	Action
	ensuring that it meets the needs of all students by adding information items to the Board’s agendas as needed.
Remote Learning Committee 19	<p>Designs a Plan for the Superintendent’s approval and Board’s adoption to implement remote instruction through the District in a manner that: 20</p> <ol style="list-style-type: none"> 1. Explores what may work best for the school community using Remote Learning Recommendations During COVID-19 Emergency at: www.isbe.net/Documents/RL-Recommendations-3-27-20.pdf, and any other remote learning guidance issued by the Ill. State Board of Education (ISBE). 2. Potentially uses Remote Learning Planning Days consecutively or in separate increments to develop, review, or amend this Plan or provide professional development to staff about remote education; 21 <p>If the District does not have an e-learning program, includes design in the Plan for implementation of remote instruction that also provides:</p> <ol style="list-style-type: none"> 1. Accessibility of remote instruction to all students enrolled in the District; 2. Hybrid RLDs and BRLDs, as directed or allowed by the ISBE; 3. Activities for both RLDs and BRLDs that align with State learning standards and policies²² 6:10, <i>Educational Philosophy and Objectives</i>, 6:15, <i>School Accountability</i>, 6:30, <i>Organization of Instruction</i>, 6:60, <i>Curriculum Content</i>, and 6:300, <i>Graduation Requirements</i>, if applicable; 4. Communication between students and teacher(s),²³ as necessary to align with the requirements of policy 7:340, <i>Student Records</i>; 24

The footnotes should be removed before the material is used.

19 As much of the work of developing a plan is administrative/staff work rather than governance work, best practice is for the remote learning committee to operate as an administrative committee. Consult the board attorney for guidance, and see also f/n 3 in policy 2:150, *Committees* for a discussion of Open Meetings Act implications of a remote learning committee being a board committee.

20 105 ILCS 5/10-30(4), added by P.A. 101-643 and see f/n 1, above.

21 While remote learning planning days do not need to be accounted for in the plan itself, the committee may want to address the fact that the district may use up to five RLDs and/or BRLDs may be counted as pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19. 105 ILCS 5/10-30(3), added by P.A. 101-643.

22 105 ILCS 5/10-30(8), added by P.A. 101-643, does not excuse districts from completing all statutory and regulatory curricular mandates and offerings when RLD/BRLD are required. All statutory and regulatory curricular mandates and offerings may be administered through a district’s RLD/BRLD plan(s), except that a district may not offer individual behind-the-wheel instruction 105 ILCS 5/ 27-24.2 in its plan(s) (Id.).

While 105 ILCS 5/10-30, added by P.A. 101-643, explicitly prohibits behind-the-wheel instruction for RLDs/BRLDs, Part Two of the joint ISBE and Ill. Dept. of Public Health (IDPH)’s *Remote Learning & Transitions Considerations* guidance focuses on allowable in-person instruction activities, one of which includes behind-the-wheel instruction. For this two-part guidance publication and its most recent updates, see the REMOTE LEARNING & TRANSITION CONSIDERATIONS tab at www.isbe.net/Pages/covid19.aspx. This is because face-to-face instruction is allowed to resume starting in “Phase 3” of the Restore Illinois Plan. For the Restore Illinois Plan and updates to it, see <https://www.dph.illinois.gov/restore>. At the time of **PRESS** Issue 104, publication Illinois was in Phase 3 of the Restore Illinois Plan.

23 105 ILCS 5/10-30(4)(iii), added by P.A. 101-643.

24 The second part of this sentence is not in 105 ILCS 5/10-30, added by P.A. 101-643, but is still required by State and federal law.

Actor	Action
	<p>5. Methods to address the unique needs of students in special populations, including, but not limited to, students eligible for special education under 105 ILCS 5/14-1.01 <u>et seq.</u>, students who are English learners as defined in 105 ILCS 5/14C-2, and students experiencing homelessness under the Education for Homeless Children Act (105 ILCS 45/), or vulnerable student populations;</p> <p>6. Guidance for how the District will take attendance and monitor and verify each student’s remote participation; and</p> <p>7. Resources for transitions from remote learning to in-person instruction when the State Superintendent declares that RLDs and/or BRLDs are no longer deemed necessary.</p> <p>Delivers the Plan to the Superintendent for approval²⁵ in a format that is easily posted on the District’s website.</p> <p>Periodically reviews and amends the Plan, with the Superintendent as needed, to ensure it meets the needs of all students. 105 ILCS 5/10-30, added by P.A. 101-643.</p> <p>Recommends to the Board, through the Superintendent, any policy changes for consideration. See policy 2:240, <i>Board Policy Development</i>.</p> <p>Reports reviews and amendments to the Plan to the Superintendent or designee.</p>
All Staff ²⁶	Implements the Plan.

LEGAL REF.: 105 ILCS 5/10-30.

The footnotes should be removed before the material is used.

²⁵ See f/n 1, above.

²⁶ See f/n 16, above.

Document Status: Draft Update

Instruction

6:340 Student Testing and Assessment Program

The District student assessment program provides information for determining individual student achievement and instructional needs, curriculum and instruction effectiveness, and school performance measured against District student learning objectives and statewide norms.

The Superintendent or designee shall manage the student assessment program that, at a minimum:

1. Administers to students the State assessment system, known as the *Illinois Assessment of Readiness (IAR)*, all standardized assessments required by the Ill. State Board of Education (ISBE), to all students and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests. [PRESSPlus1](#)
2. Informs students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.

Overall student assessment data on tests required by State law will be aggregated by the District and reported, along with other information, on the District's annual report card. All reliable assessments administered by the District and scored by entities outside of the District must be (1) reported to ISBE on its form by the 30th day of each school year, and (2) made publicly available to parents/guardians of students and to the community. Board policy 7:340, *Student Records*, and its implementing procedures govern recordkeeping and access issues.

LEGAL REF.:

[20 U.S.C. §1232g](#), Family Educational Rights and Privacy Act.

[105 ILCS 10/](#), Illinois School Student Records Act.

[105 ILCS 5/2-3.63](#), [5/2-3.64a-5](#), [5/10-17a](#), [5/22-82](#), and [5/27-1](#).

CROSS REF.: 6:15 (School Accountability), 6:280 (Grading and Promotion), 7:340 (Student Records)

ADOPTED: February 5, 2015

REVISED: September 5, 2019

REVIEWED: March 1, 2018

PRESSPlus Comments

PRESSPlus 1. Updated to incorporate continuous improvement changes suggested by the **PRESS** Advisory Board. **Issue 106, November 2020**

Document Status: Draft Update

Students

7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

A student's parent(s)/guardian(s) shall present proof that the student was examined by a licensed physician and received the immunizations against, and screenings for, preventable communicable diseases, as required by the Department of Public Health (IDPH) rules:

1. Within one year before entering kindergarten or the first grade;
2. Upon entering the sixth and ninth grades; and
3. Whenever a student first enrolls in a District school, regardless of the student's grade.

Proof of immunization against meningococcal disease is required for students in grade 6.

A student enrolling in the School District from a school outside the United States shall also present proof that he/she is tuberculosis free prior to enrollment. In addition, whenever any enrolled student tests positive for tuberculosis, any other student living in the home must undergo testing and present proof that he/she is tuberculosis free in order to continue attendance.

1. As required by State law: The required health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice registered PRESSPlus1 nurse ~~who has a written collaborative agreement with a collaborating physician authorizing the advanced practice nurse to perform health examinations~~, or a physician assistant who has been delegated the performance of health examinations by a supervising physician.
2. A diabetes screening is a required part of each health examination; diabetes testing is not required.
3. ~~Beginning with the 2017-2018 school year, a~~ An age-appropriate developmental screening and an age-appropriate social and emotional screening are required parts of each health examination. A student will not be excluded from school due to his or her parent/guardian's failure to obtain a developmental screening or a social and emotional screening.
4. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of one and seven years must provide a statement from a physician that their child was risk-assessed or screened for lead poisoning.
5. The IDPH will provide all students entering sixth grade and their parent(s)/guardian(s) information about the link between human papillomavirus (HPV) and HPV-related cancers and the availability of the HPV vaccine.
6. The District will provide informational materials regarding influenza, influenza vaccinations, meningococcal disease, and meningococcal vaccinations developed, provided, or approved by the IDPH when it provides information on immunizations, infectious diseases, medications, or other school health issues to students' parent(s)/guardian(s).

Unless an exemption or extension applies, the failure to comply with the above requirements by October 15 of the current school year will result in the student's exclusion from school until the required health forms are presented to the District. New students who register after October 15 of the current school year shall have 30 days following registration to comply with the health examination and immunization regulations. If a medical reason prevents a student from receiving a required immunization by October 15, the student must present, by October 15, an immunization schedule and a statement of the medical reasons causing the delay. The schedule and statement of medical reasons must be signed by the physician, registered nurse, or local health department responsible for administering the immunizations.

A student transferring from out-of-state who does not have the required proof of immunizations by October 15 may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations. If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.

Eye Examination

Parent(s)/guardian(s) are encouraged to have their children undergo an eye examination whenever health examinations are required.

Parent(s)/guardian(s) of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches or a licensed optometrist must perform the required eye examination.

If a student fails to present proof by October 15, the school will request that the student presents proof: (1) of a completed eye

examination, or (2) that an eye examination will take place within 60 days after October 15. The Superintendent or designee shall ensure that parent(s)/guardian(s) are notified of this eye examination requirement in compliance with the rules of the IDPH. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.

Dental Examination

All children in kindergarten and the second and sixth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the IDPH.

If a child in the second or sixth grade fails to present proof by May 15, the school will request that the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Superintendent or designee shall ensure that parent(s)/guardian(s) are notified of this dental examination requirement at least 60 days before May 15 of each school year.

Exemptions

In accordance with rules adopted by the IDPH, a student will be exempted from this policy's requirements for:

1. Religious grounds, if the student's parent(s)/guardian(s) present the IDPH's Certificate of Religious Exemption form to the Superintendent or designee. When a Certificate of Religious Exemption form is presented, the Superintendent or designee shall immediately inform the parent(s)/guardian(s) of exclusion procedures pursuant to Board policy 7:280, *Communicable and Chronic Infectious Disease*, and State rules if there is an outbreak of one or more diseases from which the student is not protected.
2. Health examination or immunization requirements on medical grounds, if the examining physician, advanced **registered** practice **registered** nurse, or physician assistant provides written verification.
3. Eye examination requirement, if the student's parent(s)/guardian(s) show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist.
4. Dental examination requirement, if the student's parent(s)/guardian(s) show an undue burden or a lack of access to a dentist.

Homeless Child

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment. Board policy 6:140, *Education of Homeless Children*, governs the enrollment. The Board of Education is empowered, at its discretion, to require, at its own expense, that a homeless child submit to an examination by a licensed physician and receive the immunizations against and screening for, preventable, communicable diseases, as otherwise required by the Department of Public Health.

LEGAL REF.:

[42 U.S.C. §11431](#) *et seq.*, McKinney-Vento Homeless Assistance Act

[105 ILCS 5/27-8.1](#) and [45/1-20](#).

[410 ILCS 45/7.1](#) and [315/2e](#).

[23 Ill.Admin.Code §1.530](#).

[77 Ill.Admin.Code Part 665](#).

[77 Ill.Admin.Code Part 690](#).

CROSS REF.: 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:280 (Communicable and Chronic Infectious Disease)

ADOPTED: September 10, 2002

REVISED: February 7, 2019

REVIEWED: February 7, 2019

PRESSPlus Comments

PRESSPlus 1. Updated throughout for continuous improvement. **Issue 106, November 2020**

Document Status: Draft Update

Students

7:140 Search and Seizure

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

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

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

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

Students

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

When feasible, the search should be conducted as follows:

1. Outside the view of others, including students;
2. In the presence of a school administrator or adult witness; and
3. By a certificated employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by the school authority who conducted the search, and given to the Superintendent.

Seizure of Property

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

Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Superintendent or designee shall notify students and their parents/guardians of each of the following in accordance with the Right to Privacy in the School Setting Act, [105 ILCS 75/](#):

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.
2. School officials may conduct an investigation or request a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, school officials may request the student to share the content that is reported in order to allow school officials to make a factual determination.

LEGAL REF.:

[105 ILCS 5/10-20.14](#), [5/10-22.6](#), and [5/10-22.10a](#).

Right to Privacy in the School Setting Act, [105 ILCS 75/](#).

[Cornfield v. Consolidated High School Dist. No. 230](#), 991 F.2d 1316 (7th Cir. 1993). [PRESSPlus1](#)

People v. Dilworth, 169 Ill.2d 195, 661 N.E.2d 310 (Ill., 1996), *cert. denied*, 116 S.Ct. 1692 (1996).

People v. Pruitt, 278 Ill.App.3d 194, 662 N.E. 2d 540 (Ill.App.1st Dist., 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).

T.L.O. v. New Jersey, 405 S.Ct. 733, 469 U.S. 325 (1985).

Vernonia School Dist. 47J v. Acton, 415 S.Ct. 2386, 515 U.S. 646 (1995).

Safford Unified School Dist. No. 1 v. Redding, 429 S. Ct. 2633, 557 U.S. 364 (2009).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:150 (Government Agency and Law Enforcement Interviews of Students at School), 7:190 (Student Behavior)

ADOPTED: January 12, 2016

REVISED:

REVIEWED:

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to a five-year review. **Issue 106, November 2020**

Students

Exhibit – Guidelines for Reporting a Student Search

Student Name: _____ Grade: _____

School: _____ Date: _____

Reason for Search:

Adult Who Completed Search: _____

Adult Witness: _____

Results:

- No Item Found
- Item Found: _____
- Another Item Found: _____

Contact made with Superintendent on: _____
Date *Time*

Parents were notified on: _____
Date *Time*

Signature of person completing report *Date*

DATED: September 6, 2012

REVIEWED: December 9, 2015