# ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41

## BOARD OF EDUCATION REGULAR MEETING

## ROCK ISLAND-MILAN ADMINISTRATION OFFICE
## 2000 7TH AVE
## ROCK ISLAND, IL 61201

**TUESDAY, AUGUST 12, 2025** **6:00 PM**

**https://meet.google.com/fzb-nmks-pmq**

I. **Preliminary**

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. **Approval of Board of Education Minutes... Action**

It is recommended that the Board of Education approve the minutes of the regular meeting of July 22, 2025, the executive session minutes of July 22, 2025, the special meeting minutes of July 29, 2025, and the executive session minutes of July 29, 2025, with all executive session minutes to remain confidential.

II. **Special Items**

A. **2025 Charles O. Austin, Jr. Scholars... Recognition**

Dr. Patricia Ulrich, Rock Island High School Principal and Ms. Julie Hansen will recognize the 2025 Charles O. Austin, Jr. Scholars as presented.

B. **Fiscal Year 2026 Tentative Budget Presentation... Information**

Ms. Annaka Whiting, Chief Financial Officer, will present the tentative budget for Fiscal Year 2026.

C. **Facility Management Plan Update... Information**

Ms. Annaka Whiting, Chief Financial Officer, will provide an update on the Facility Management Plan.

III. **Reports**

A. Board Members

B. Superintendent

C. RIEA President

IV. **Communications**

Requests from persons wishing to speak on certain agenda items will be called upon at the appropriate time.

Citizens wishing to address the Board of Education on items not on the agenda. Comments should be limited to three (3) minutes. *(Matters regarding specific employees or students are of a confidential nature and will not be heard in open session.)*

V. **Action of Routine Matters**

A. Approval of Additions and/or Deletions

B. **Approval of Agenda... Action**

C. Nomination for Future Agenda Items

D. **Blanket Motion... Action**

Opportunity will be given for the selection of items that need no discussion to be approved at the appropriate time on the agenda. The following items are recommended for the Blanket Motion:

1. **Contracts for Service (a - j)... Action**

a. **4imprint, Inc.... Action**

It is recommended that the Board of Education approve 4imprint as an approved vendor to purchase various promotional items district wide, not to exceed $16,500 for the 2025 - 26 school year.

b. **Bitdefencer GravityZone Security Software Renewal... Action**

It is recommended that the Board of Education approve the renewal of GravigyZone EDR security software, purchased from ConnectWise, 28819 Network Place, Chicago, IL 60673 for $37,440 for the 2025 - 26 school year.

c. **Catalyst for Educational Change - Learning Partner for School Improvement... Action**

It is recommended that the Board of Education approve the payment of $15,389 to Catalyst for Educational Change (CEC) 250 Michigan Avenue, Chicago, IL 60601 to provide designated support for state-identified schools for the 2025 - 26 school year.

d. **Child Plus Software Contract Renewal... Action**

It is recommended that the Board of Education approve the contract for service with Management Information Technology, 303 Perimeter Center North, Suite 400, Atlanta, GA 33046 to provide an online database program at $10,918.05 for the 2025 -26 school year.

e. **Follett School Solutions Software Renewal... Action**

It is recommended that the Board of Education approve the Destiny Library Software renewal from Follett School Solutions, LLC, 91826 Collection Center Drive, Chicago, IL 60683 for a cost of $17,579.26 for the 2025 - 26 school year.

f. **Fresh Fruits & Vegetable Program... Action**

It is recommended that the Board of Education approve an agreement with Loffredo Fresh Foods, 4001 SW 63rd Street, Des Moines, IA 50321, to provide fresh produce to the district not to exceed $219,000 during the 2025 - 26 school year.

g. **Regional Office of Education #49 - Learning Partner for School Improvement... Action**

It is recommended that the Board of Education approve the payment of $30,000 to Regional Office of Education #49, 3561 60th Street, Suite 310, Moline, IL to provide designated support for state-identified schools for the 2025 -26 school year.

h. **Soil Testing | IMEG Services... Action**

It is recommended that the Board of Education authorize IMEG to perform necessary work at various district locations throughout the district not to exceed $52,200 during the 2025 - 26 school year.

i. **Spring Forward Learning Center Annual Contract Renewal... Action**

It is recommended that the Board of Education approve the contract for service with Spring Forward Learning Center, P.O. Box 1287, Moline, IL to provide Intersession and Summer programs not to exceed $205,485 for the 2025 - 26 school year.

j. **SpyGlass Audit... Action**

It is recommended that the Board of Education approve the first invoice from SpyGlass, 25777 Detroit Road, Suite 400, Westlake, OH 44145, in the amount of $46,609.42 for the cost-savings audit during the 2025 -26 school year.

2. **Bills for Payment... Action**

It is recommended that the Board of Education authorize bills for payment dated July 31, 2025, in the amount of $4,151,578.27.

3. **Builder's Risk Insurance Policy... Action**

It is recommended that the Board of Education approve the cost of $17,871 for the Builder's Risk insurance policy to remain in effect for the full duration of the Aquatic Center construction project.

4. **RIHS Fire Alarm Ground Fault Electrical Repairs - Johnson Controls... Action**

It is recommended that the Board of Education approve fire alarm system repairs completed by Johnson Controls, 11318 Aurora Ave., Urbandale, IA 50322 at Rock Island High School during Fiscal Year 25 at an additional cost of $24,435.50, and total contract amount of $67,288.36.

5. **Werner's Restoration... Action**

It is recommended that the Board of Education approve Werner Restoration, 102 Innovation Way, Colona, IL 61241, for environmental remediation during the 2025 -26 school year for $500,000.

6. **Certified Appointment... Action**

It is recommended that the Board of Education approve the certified appointment of Brittanie O'Brien and Kathryn Weber for the 2025 -26 school year.

7. **Non-Certified Appointments... Action**

It is recommended that the Board of Education approve the non-certified appointments of Nickolas Bryant, Taner Edens, Makayla Hawkins, Jessica Hilliard,

Carolynn LaBotte, Heather Muir, Donna Nicholas, Troy Nimmers, Sarah O'Hern, La'Terionna Pugh, Gloria Ramsey, Jay Redington, Tanisha Roberson and Christy Steger.

8. **Certified Internal Transfers... Action**

It is recommended that the Board of Education approve the non-certified internal transfers of Pharoah Gay and Jeffrey Schmulbach during the 2025- 26 school year.

9. **Non-Certified to Certified Internal Transfers... Action**

It is recommended that the Board of Education approve the following non-certified to certified internal transfers of Larry Harris and Ricky Spicer for the 2025 -26 school year.

10. **Non-Certified Internal Transfers... Action**

It is recommended that the Board of Education approve the non-certified internal transfers of Lori Alvarez, Deann Cullor, Shannon Fuhrer, Shayna Kaha, Kristin Vanskike, and Kia Wilson during the 2025 -26 school year.

11. **Certified Support Coach Appointment... Action**

It is recommended that the Board of Education approve the support coach appointment of Patrick Brown during the 2025 - 26 school year.

12. **Non-Certified Support Coach Appointments... Action**

it is recommended that the Board of Education approve the non-certified support coach appointments of Hunter Aldrich and Jason Smith during the 2025 -26 school year.

13. **Certified Resignation... Action**

It is recommended that the Board of Education accept the certified resignation of Mathew Claude, First Grade Teacher at Rock Island Academy with five (5) years of service during the 2025 -26 school year.

14. **Non-Certified Resignations... Action**

It is recommended that the Board of Education accept the following non-certified resignations during the 2025 -26 school year of Cristian Amorino, Secretary at Longfellow Liberal Arts with six (6) months of service; Christie Blodig, District Wide Lead Nurse with two (2) years of service; Kara Hurst, Special Education Paraprofessional at Ridgewood Elementary with eighteen (18) years of service; and Jennifer Walthall, Accounting Supervisor with three (3) years of service.

VI. **Operations**

A. **Freedom of Information Act (FOIA) Requests... Information**

The district received a FOIA request and responded within the required timeframe to Craig Harper who requested video surveillance footage showing the removal of [his] bicycle at approximately 1:00 a.m. on June 30, 2025.

The district received a FOIA request and responded within the required timeframe to

Lisa King, who requested public records from school year 2024 - 25 and, if available, 2025 - 26 for the Transportation Department with regards to the student transportation budget, a list of transportation vendors, their rate structure, gross earnings, as well as a copy of the vendor contract.

The district received a FOIA request and responded within the required timeframe to Brooke Bennett, who requested enrollment numbers for each building in our district as of Jan. 7, 2025, and the total number of students in each class( 9th, 10th, 11th, 12th) for Rock Island High School for the same date. Additionally, requested all of the same information for student enrollment, including the total number of students in each class at Rocky, as of June 9, 2025.

The district received a FOIA request and responded within the required timeframe to Shari Reid, who requested general purchasing records from April 4, 2025, to July 31, 2025.

The district received a FOIA request and responded within the required timeframe to Oshea Smith, who requested general purchasing records from January 1, 2020, to June 30, 2025.

B. **Board Policy Updates - Second Reading... Information/Action**

It was recommended that the Board of Education approve the revised PRESS 118 Board Policies received from the Illinois Association of School Boards and presented.

VII. **Business/Finance**

A. **Fiscal Year 2026 Tentative Budget... Action**

It is recommended that the Board of Education approve the Fiscal Year 2026 Tentative budget.

VIII. **Executive Session**

It is recommended that the Board of Education move to executive session to discuss pending litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS120/2(c)(11). In addition to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2(c)(1). Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).

IX. **Adjournment**

# Rock Island - Milan School District #41
# Board of Education Meeting
# August 12, 2025

Sharon Williams, Ed. D.
Superintendent of Schools

# Charles O. Austin, Jr. Scholars

This designation was established by the Board of Education in honor of Charles O. Austin, Jr., who served District #41 for 14 years as Rock Island High School Principal and for 7 years as Superintendent of Schools. Austin demanded excellence, was a roll model for achievement, and directly impacted the lives of thousands of our communities' youth.

# Charles O. Austin, Jr. Scholars

Vanessa Boswell
Alexander Burgmeier
Alex Clarke
Payton Decker
Aubrey Doss
Alliene Downing
Quinn Feigley
Camryn Fineran
Helen Franco
Millie Gidaszewski
Braden Gilliland
William Hampton
Zaynah Hassan
John Htoo
Ni Tha Htoo
Mallory Hudnall
Jenna Kitterman
Owen Klapperich
Daniella Leahy
JaMarrie Lee
Gabriel Mahn
Nahimana Martin
Henry Mass
Adrian Mills



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# Charles O. Austin, Jr. Scholars

Jackson Nesseler
Jake Nixon
Claire O'Hern-Maidak
Addison Pannell
Naw K'Lu Moo Paw
Charisma Pulliam
Evan Regur
Olivia Riecke
Linda Rose
Poe Lie Htoo Say
Olivia Seidlitz
Eh Dah Soe
Eh Nay Soe
Jackson St. Amand
Brenden Strader
Gracelynn Veys
Katelyn Voss
Averi Vroman
Tyler Whitten
Noah Witmer



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# Rock Island – Milan School District #41
# FY26 Tentative Budget

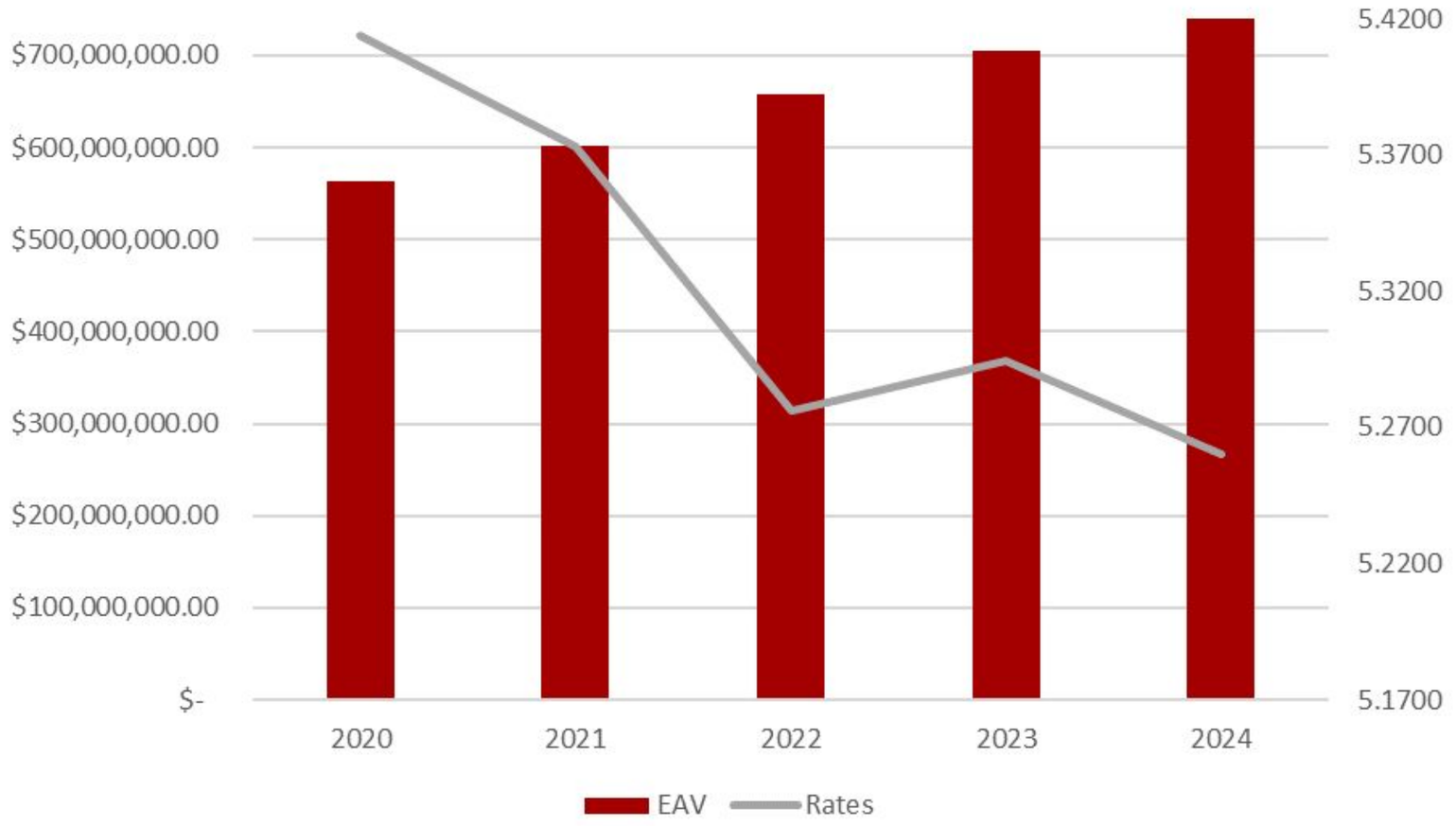
Annaka Whiting
Chief Financial Officer

# Revenue Assumptions

- **Local**
  - Property Tax
    - Equalized Assessed Value History
    - Projections
    - Estimated EAV expected in October

# EAV History

| Tax Year | EAV | Rates |
|---|---|---|
| 2020 | $ 564,040,169.00 | 5.4136 |
| 2021 | $ 601,252,781.00 | 5.3731 |
| 2022 | $ 657,970,159.00 | 5.2760 |
| 2023 | $ 704,824,764.00 | 5.2944 |
| 2024 | $ 762,272,443.00 | 5.2601 |



# Projections & Assumptions

- EAV - 6.5% increase over previous year
- Tax Rate remains level
- Total Property Tax Revenues Increase $2.6M
- Requires Public Hearing in November

# Revenue Assumptions Continued

- **Local**
  - 1% Sales Tax
    - History

| Fiscal Year | Revenues | +/- |
|---|---|---|
| 2020 | $3,155,550 | -6% |
| 2021 | $3,457,760 | 10% |
| 2022 | $4,175,710 | 21% |
| 2023 | $4,347,095 | 4% |
| 2024 | $4,441,880 | 2% |
| 2025 | $4,486,295 | 1% |

    - Projections - 1.5% increase, $4.5M

# Revenue Assumptions

- **State**
  - Corporate Personal Property Replacement Tax (CPPRT)
    - History

| Fiscal Year | Revenues |
|---|---|
| 2020 | $5,028,147.82 |
| 2021 | $7,005,694.47 |
| 2022 | $15,147,582.09 |
| 2023 | $15,808,619.65 |
| 2024 | $9,525,962.91 |
| 2025 | $6,387,901.14 |

    - Projections - $5,900,000

    - Estimated from State expected late August

# Revenue Assumptions

- **State**
  - Evidence Based Funding (EBF)
    - History

| Fiscal Year | Revenues | +/- |
|---|---|---|
| 2020 | $ 30,434,438 | |
| 2021 | $ 30,434,261 | 0% |
| 2022 | $ 32,721,842 | 8% |
| 2023 | $ 33,966,789 | 4% |
| 2024 | $ 34,525,494 | 2% |
| 2025 | $ 36,129,569 | 5% |
| 2026 | $ 39,083,140 | 8% |

# Revenue Assumptions

- **Grants**
  - Title Funds
    - Title I
      - FY23 Allocation – $2,743,952
      - FY24 Allocation – $3,812,939
      - FY25 Allocation – $3,944,449
      - FY26 Allocation –$3,550,004
    - Title II
      - FY23 Allocation - $362,669
      - FY24 Allocation - $386,092
      - FY25 Allocation - $404,277
      - FY26 Allocation - Not Released



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# Revenue Assumptions

- **Grants**
  - Title Funds
    - Title III
      - FY23 Allocation - $77,700
      - FY24 Allocation - $80,600
      - FY25 Allocation- $81,630
      - FY26 Allocation – Not Released
    - Title IV
      - FY23 Allocation – $202,535
      - FY24 Allocation – $266,322
      - FY25 Allocation - $280,984
      - FY26 Allocation - $229,000 est.



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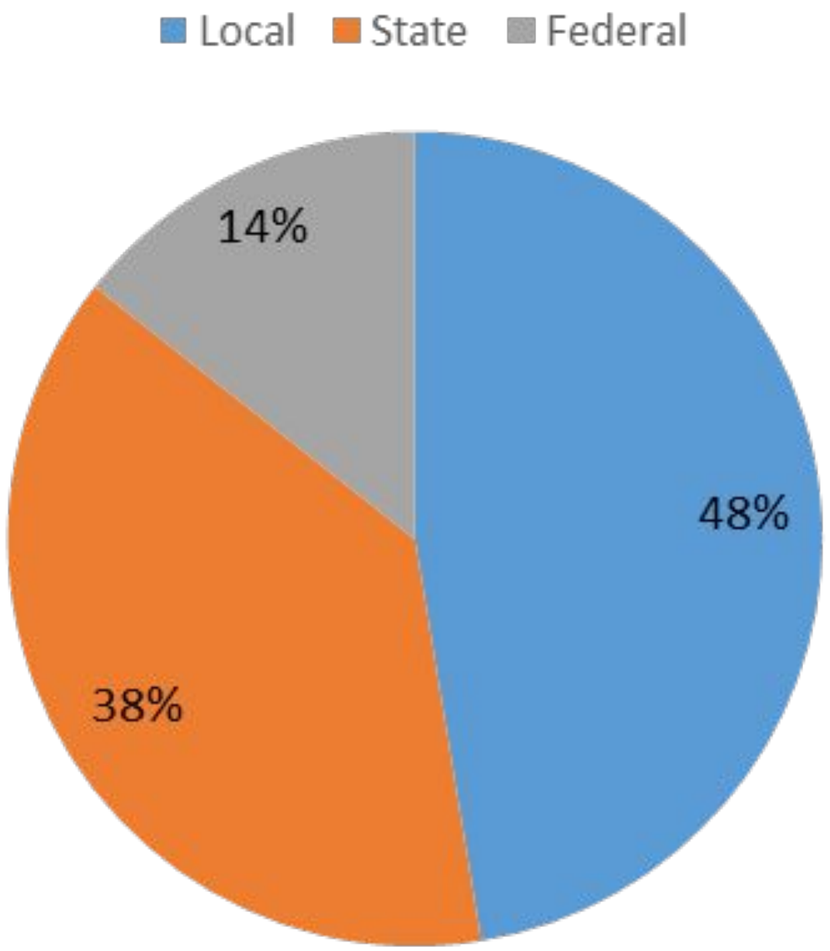
# Revenues




Operating Funds*  Education, O&M, Transportation, IMRF/SS, Working Cash, Tort

# Expenditure Assumptions

- **Supplies & Materials**
  - Maintained at prior year levels

- **Operational (Maintenance & Departmental Support)**
  - Adjusted based on school needs and goal alignment

- **Salary Increases**
  - RIEA - 3% (CBA)
  - RIESPA – 5% (CBA)
  - AFSCME - 3% (CBA)
  - Non-Affiliated - 3%

- **Health Insurance increased by 7.6%**
  - RIEA, RIESPA, Non-Affiliated
    - Percentage Based
  - AFSCME
    - Set Dollar Amount

# Expenditure Assumptions

- **Capital Projects**
  - Increase based on FMP
  - Bond Proceeds

- **Preventative Maintenance**
  - Nutrition Services
  - Operations Fund

- **Property Insurance –** 47% Increase

# Revenue Summary
## (Page 2, Line 9)

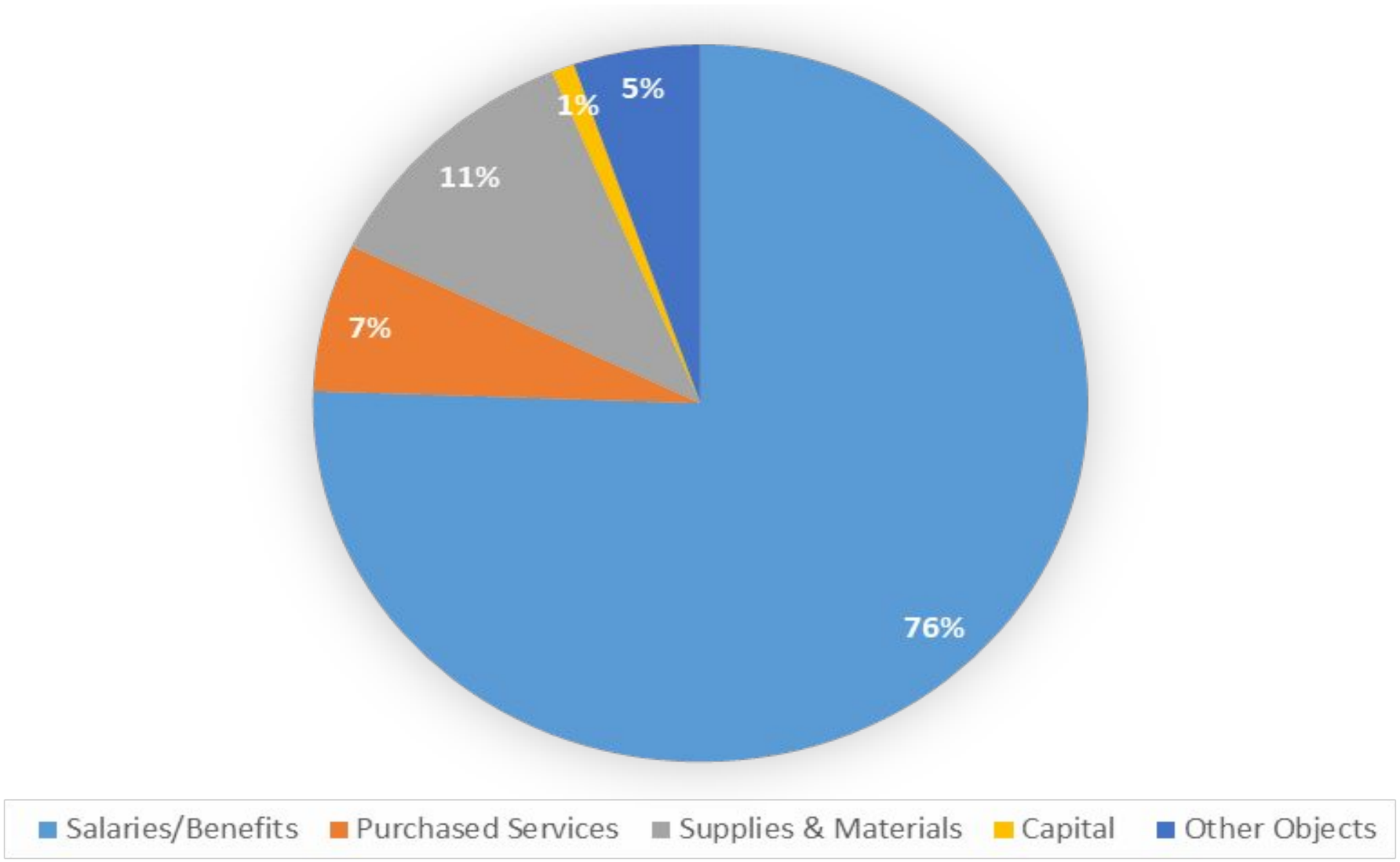
| | |
|---|---|
| Education | $89,081,325 |
| Operations & Maintenance | $8,322,755 |
| Debt Service | $7,162,165 |
| Transportation | $1,994,540 |
| Municipal Retirement/Social Security | $2,494,465 |
| Capital Projects | $2,826,320 |
| Working Cash | $647,155 |
| Tort | $1,700,785 |
| Fire Prevention & Safety | $5,960 |
| Total | **$114,235,470** |

# Expenditure Summary
## (Page 2, Line 19)

| | |
|---|---|
| Education | $88,562,350 |
| Operations & Maintenance | $9,155,020 |
| Debt Service | $6,080,935 |
| Transportation | $1,994,540 |
| Municipal Retirement/Social Security | $2,494,465 |
| Capital Projects* | $24,750,000 |
| Working Cash | $0 |
| Tort | $1,700,785 |
| Fire Prevention & Safety | $0 |
| Total | **$134,738,095** |

*Funded with Bond Proceeds

# Expenditures




Operating Funds*  Education, O&M, Transportation, IMRF/SS, Working Cash, Tort

# Overview
## (Page 2, Line 22)

| | Revenues | Expenditures | -/+ |
|---|---|---|---|
| Education | $89,081,325 | $88,562,350 | $518,975 |
| Operations & Maintenance | $8,322,755 | $9,155,020 | ($832,265) |
| Debt Service | $7,162,165 | $6,080,935 | $1,081,230 |
| Transportation | $1,994,540 | $1,994,540 | $0 |
| Municipal Retirement/Social Security | $2,494,465 | $2,494,465 | $0 |
| Capital Projects* | $2,826,320 | $24,750,000 | ($21,923,680) |
| Working Cash | $647,155 | $0 | $647,155 |
| Tort | $1,700,785 | $1,700,785 | $0 |
| Fire Prevention & Safety | $5,960 | $0 | $5,960 |
| Total | **$114,235,470** | **$134,738,095** | **($20,502,625)** |

*$22M of Capital Project Expenditures are funded through current fund balance



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# Fund Balance Estimates

| | Beginning Fund Balance (P2, L3) | Ending Fund Balance (P3, L81) |
|---|---|---|
| Education | $35,939,525 | $36,458,500 |
| Operations & Maintenance | $7,063,900 | $6,231,635 |
| Debt Service | $534,161 | $1,615,391 |
| Transportation | $2,548,207 | $2,548,207 |
| Municipal Retirement/Social Security | $2,233,432 | $2,233,432 |
| Capital Projects | $69,823,000 | $47,899,320 |
| Working Cash | $1,486,495 | $2,133,650 |
| Tort | $858,123 | $858,123 |
| Fire Prevention & Safety | $177,403 | $183,363 |
| **Total** | **$120,664,246** | **$100,161,621** |

# Next Steps

- Approve Tentative Budget
- Notice of Public Hearing
- Tentative Budget available on website 8/20/25
- Public Hearing 9/23/25
- Adopt Budget 9/23/25
- Submit Budget to ISBE & County
- Begin Tax Levy Discussions

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# BUILDING OUR FUTURE

August 12, 2025

SHARON WILLIAMS, Ed. D.
SUPERINTENDENT OF SCHOOLS

**ROCK ISLAND - MILAN**
**SCHOOL DISTRICT #41**

# AGENDA

- Current Projects
- Completed Projects
- Upcoming Projects
- Bond Proceeds

# CURRENT PROJECTS

- **Denkmann Elementary**
  - New Roof
  - Tuckpointing
- **Edison Jr. High School**
  - Secured Entry Redesign
    - All work pushed to fall intersession due to supply chain delays.

# CURRENT PROJECTS

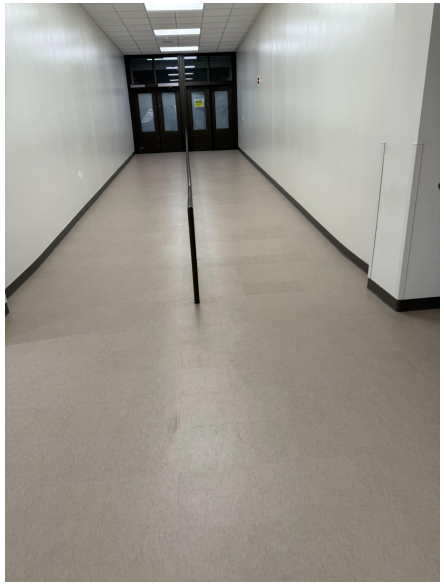
- **Longfellow Elementary**
  - Tuckpointing
- **Earl Hanson**
  - Fire Alarms

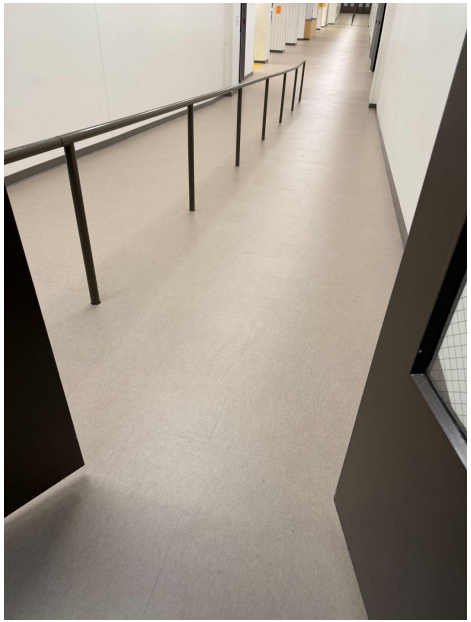
# CURRENT PROJECTS

- **Rock Island Center for Math & Science**
  - Parking Lot Improvements (Striping/Bollards)
  - Parking Lot Lighting (delayed)

# COMPLETED PROJECTS

- **Rock Island High School**
  - Cafeteria Flooring
  - Tuckpointing



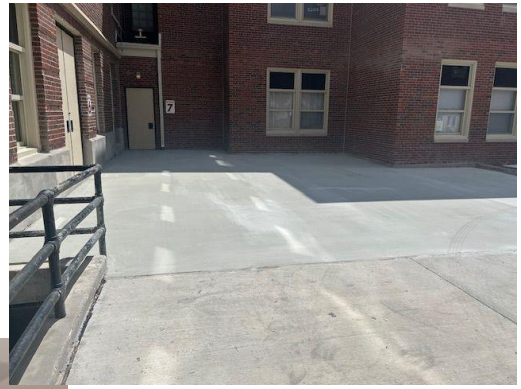


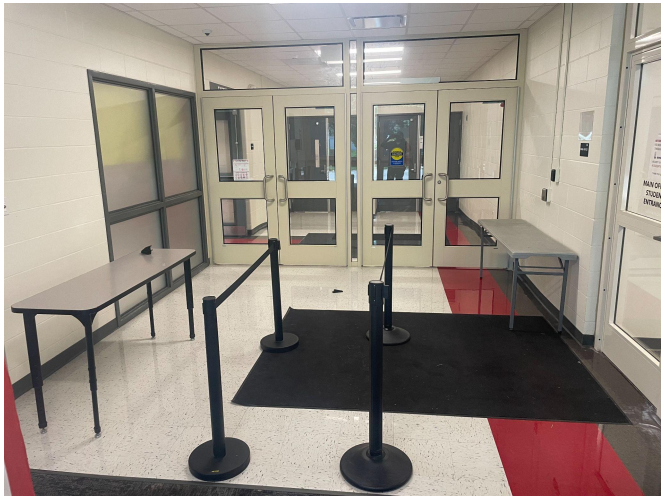
# COMPLETED PROJECTS

- **Thomas Jefferson**
  - Fire Alarms

# COMPLETED PROJECTS

- **Washington Jr High School**
  - Secured Entry Redesign
  - Basement Repairs





# UPCOMING PROJECTS

- **Health and Life Safety**
  - District Wide
    - Review
    - Analysis
    - Plan
- **School Additions**
  - Eugene Field/RIA completed work
    - Site Surveys
    - Utility Locates
    - Programming Evaluation

# UPCOMING PROJECTS

- **Rock Island High School**
  - Aquatic Center
    - Trade partner contracts underway with Russell team
    - Site prep almost completed
    - Key underground utilities ordered (3-week delivery)
    - Sanitary line replacement to begin upon delivery
    - Old Mediacom line disconnected and set for removal
    - Coordinating steel, precast, and mechanical systems to stay on schedule
    - Groundbreaking Ceremony - TBD
  - HVAC Design, Replacements and Controls Update
  - Water main
  - Band and Orchestra Renovations

# BOND PROCEEDS UPDATE

Bond Proceeds: $55,000,000
**Requirements**
First Draw 10%: August 2025
First Payment Due: Jan 1, 2026
85% spent within 3 years

| Total Committed Funds | Total Bond Draw | % Committed | % Drawn |
|---|---|---|---|
| $21.7M | $1,275,148.33 | 40% | 2.3% |

# PARTNERS

RUSSELL

CORDOGAN CLARK
ARCHITECTURE • ENGINEERING • CONSTRUCTION

- RIHS
- CMS
- Thomas Jefferson
- Ridgewood
- Washington
- Thurgood
- Longfellow

IDG+
ARCHITECTS

- Eugene Field
- RIA
- Edison
- Earl Hanson
- Frances Willard
- Horace Mann
- Denkmann

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, CFO
Date: August 12, 2025
Re: 4imprint

The Rock Island-Milan School District frequently purchases branded and promotional items for staff recognition, community engagement, student incentives, and special events. Items include but are not limited to t-shirts, polos, lanyards, tote bags, water bottles, and other giveaway materials used for recruitment, school spirit, and public visibility. These items are often ordered throughout the year by departments and buildings districtwide.

4imprint is a well-established and reputable vendor that offers a wide selection of customizable products, competitive pricing, and excellent customer service. 4imprint's product quality, turnaround time, and order tracking capabilities have consistently met the District's needs in past purchases.

It is recommended that the Board of Education approve 4imprint as an approved vendor to purchase various promotional items district wide not to exceed $16,500 based on year to date and prior year expenditures.

Spending History:

| | |
|---|---|
| FY26 to date | $9,861.25 |
| FY25 | $9,470.01 |
| FY24 | $32,640.22 |
| FY23 | $16,890.77 |
| FY22 | $15,321.56 |

**Investment Period: July 1, 2025 - June 30, 20256**
**Total Investment: Not to exceed $16,500**
**Funding Source: District Wide Funds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: August 12th, 2025
Re: Bitdefender GravityZone Security Software Renewal

To maintain the District's cybersecurity posture and remain in compliance with the requirements of our cybersecurity insurance policy, continued use of Endpoint Detection and Response (EDR) software is necessary. EDR tools play a vital role in detecting, investigating, and responding to threats on endpoint devices such as laptops, desktops, and virtual machines.

The District has successfully used Bitdefender GravityZone, provided by ConnectWise, for the past several years. This solution has proven to be a reliable and effective component of our cybersecurity strategy, offering robust protection through system hardening, threat prevention, machine learning, and behavioral analysis.

It is recommended that the Rock Island-Milan School District #41 Board of Education approve the renewal of the GravityZone EDR security software in the yearly amount of $37,440.00, in monthly payments of $3,120.00, to be purchased from ConnectWise, 28819 Network Place, Chicago, IL 60673. This amount will be covered by the Technology Department budget and will be valid from July 1, 2025, through June 30, 2026.

**Investment Period:** July 1st, 2025 through June 30th 2026
**Total Investment:** $37,440.00
**Funding Source:** Technology Dept. Budget

**Rock Island-Milan School District #41**
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309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Connectwise LLC **EMAIL:** nick.oconnor@connectwise.com

**ADDRESS:** 400 N. TAMPA STREET, STE #130, TAMPA FL

**DATES OF SERVICE TO BE COMPLETED:** SY 25-26

**SCHOOL DISTRICT CONTACT:** Troy Bevans

**COMPENSATION: $** 37,440

**DESCRIPTION OF DUTIES:**

Bitdefender Cloud Security Gravity Zone
Bitdefender Adv Threat
Security(ATS) & Endpoint Detection
Response(EDR). 1000-4999 ep.
ATS captures activities to aid in a
wide visualization of events in an
attack. EDR analyzes files,
detonates payloads in a contained
env. and reports malicious intent

---

**Is this a Subscription/Software: Yes ☐ or No ☐**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** Bit Defender **Website:** www.bitdefender.com

**Subscription/Software Start Date:** 7/1/2025 **End Date:** 6/30/2026

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requesting School:** District

**Budget Code:** 1-5-080-016-2660-3160-0

**Signature of Vendor:** _____ **Date:** _____

**Signature of Budget Administrator:** _____ **Date:** 08/05/2025

_____ _____

**Superintendent or School Board President** **Date**

**ConnectWise, LLC**

CONNECTWISE™

# INVOICE

**INV01413669**

Invoice Balance Due: $3,120.00

**Bill To:**
Rock Island/Milan School District 41
2101 6th Avenue
Rock Island, Illinois 61201
United States

**Account Number:** ACT-00155805

**PO Number:**

**Invoice Date:** 06/30/2025

**Payment Term:** Net 30

**Invoice Due Date:** 06/30/2025

**CHARGE DETAILS**

| Description | Service Period | Quantity | Unit Price | Ext Price | Tax | Total |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| Rock Island/Milan School District 41 | | | | | | |
| Bitdefender Adv Threat Security(ATS) & Endpoint Detection Response(EDR). 1000-4999 ep. ATS captures activities to aid in a wide visualization of events in an attack. EDR analyzes files, detonates payloads in a contained env. and reports malicious intent. | 07/01/2025 - 07/31/2025 | 1500.0 | $1.28 | $1,920.00 | $0.00 | $1,920.00 |
| Bitdefender Cloud Security Gravity Zone | 07/01/2025 - 07/31/2025 | 1500.0 | $0.80 | $1,200.00 | $0.00 | $1,200.00 |

| | |
|---|---|
| **Invoice Subtotal:** | $3,120.00 |
| **Tax:** | $0.00 |
| **Invoice Total:** | $3,120.00 |
| **Credits:** | $0.00 |
| **Invoice Balance Due:** | $3,120.00 |

CONNECTWISE™

# INVOICE

**INV01413669**

| **Pay by ACH** | **Pay by Check** | **Pay Online** |
|---|---|---|
| Bank Routing Number: 072000326<br>Account Number: 781523290<br>Account Name: ConnectWise, LLC | Make Checks Payable to<br>ConnectWise<br>28819 Network Place<br>Chicago, IL 60673-1288 | https://pay.connectwise.com<br><br>**Billing Questions**<br>billing@connectwise.com |
| **Pay by Wire**<br>Bank Routing Number: 021000021<br>SWIFT Code: CHASUS33<br>Account Number: 781523290<br>Account Name: ConnectWise, LLC | | |

**When paying by Check, Wire and ACH, please include the following details with your payment:**

Rock Island/Milan School District 41 — **Invoice:**INV01413669

**Account#:**ACT-00155805 — **Invoice Date:**06/30/2025

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: August 12, 2025
Re: **Catalyst for Educational Change (CEC)- Learning Partner for School Improvement**

As a part of the Illinois State Board of Education's School Improvement Initiative, several entities have been vetted and approved by ISBE to provide learning partner services to intensive, comprehensive, and targeted schools. Following the planning year and a comprehensive needs assessment, schools designated as comprehensive must partner with at least one Illinois State Board of Education Partner to focus on garnering supports that are aligned with supporting, supplementing, and enhancing the individual school improvement plan.

Each school team worked to access and update their greatest areas of need, access root causes of low achievement, and consult with the Illinois State Board of Education and selected learning partners on innovative ways to improve academic outcomes. The Catalyst for Educational Change (CEC) is one of the learning partners who specializes in providing professional services relating to educating students with disabilities. They offer an array of inclusionary services to support schools and districts in effectively integrating special education within general education. They do so by addressing systemic challenges and enhancing co-teaching models, this program aligns with Multi-Tiered Systems of Support (MTSS) to create more effective Least Restrictive Environments (LRE). CEC empowers educators to better support all learners, fostering independence and improving overall educational outcomes. WJHS, EJHS, RIA, LF, FW, RW, and TJ were designated for the underachievement of our students with disabilities.

Therefore, it is recommended that the Rock Island Milan School District's Board of Education approve the payment of $15,389 to Catalyst for Educational Change (CEC) 250 Michigan Avenue Chicago, IL 60601.

**Investment Period: August 2025- June 2026**
**Total Investment: $15,389**
**Funding Source: Designated Building SIG Funds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# *Contract for Service Form*
## Rock Island-Milan School District 41

**VENDOR NAME:** Catalyst for Educational Change (CEC) **CONTACT NAME:** Elisa Brente

**PHONE:** 541-390-3844 **EMAIL:** elisa.brente@cecweb.org

**ADDRESS:** 250 N. Michigan Avenue, Chicago, IL 60601

**DATES OF SERVICE TO BE COMPLETED:** 2025-2026 School Year

**SCHOOL DISTRICT CONTACT:** Paulette Risden-Rice

**COMPENSATION:** $15,389

| Description | Base Contract Amount |
|---|---|
| Provide professional development on Inclusionary Services and support for educators, building leaders, and district-level support leaders. Focus on effectively integrating special education within the general education setting through addressing systemic challenges and enhancing co-teaching models, aligning instructional practices with Multi-Tiered Systems of Support (MTSS) to create more effective Least Restrictive Environments (LRE). | |
| • All Staff Foundations | $1,668 |
| • Co-Teaching Leadership Session | 1,668 |
| • Co-Teaching Leadership Program Coaching (pkg of hours) | 4,170 |
| • Co-Teaching New Pairs Training | 1,668 |
| • Co-Teaching Pairs Observation/Debrief (x2) | 3,336 |
| • Co-Teaching Pairs Skill-Building | 1,668 |
| • Travel/Mileage | 1,211 |
| **Grand Total** | **$15,389** |

Invoicing Details:
- Invoice after each session

**Is this a Subscription/Software: Yes ☐ or No X☐**

***If yes, this is an internal form that does not need to be sent to the vendor.***

**Subscription/Software Name:** N/A **Website:** N/A

**Subscription/Software Start Date:** N/A **End Date:** N/A

**SOPPA Approved: Yes ☐ or No☐**

**School Board President or Superintendent:** _____ **Date:** _____

**Requesting School:** Administration Center

**Budget Code:** Title I SIG (7 schools @ $2,198.42)

**Signature of Vendor:** Elisa Brente, Managing Director, CEC **Date:** 8/1/25

**Signature of Requestor:** P. Reden Rice **Date:** 8/1/25

**Signature of Budget Administrator:** R. Dixon **Date:** _____



AUG 01 2025

**Work Plan Title:** Menu of supports for SDIG Student Learning and Development

**Description:** Inclusionary Services support schools and districts in effectively integrating special education within general education. By addressing systemic challenges and enhancing co-teaching models, this program aligns with Multi-Tiered Systems of Support (MTSS) to create more effective Least Restrictive Environments (LRE). CEC empowers educators to better support all learners, fostering independence and improving overall educational outcomes.

| Title | Description | Cost |
|---|---|---|
| **Special Education Professional Learning** | | |
| All Staff Foundations | This half day session is meant to proactively build up the skills of the adults in the system to understand the role of general education; mindset shift needed to reach inclusion aims; re-norm staff on MTSS and intervention cycles.<br>This session can be done at the district level for all admin or at the school level for all staff. | $1,668 |
| SPED Services Pathways/ MTSS Connection | This service explicitly communicates the service pathways and draws connections between MTSS and SPED services and placements; clarity in the pathway ensures better student placement.<br>Designed for district SPED leaders and coordinators; program decision-makers; MTSS coordinators. 3 half-day meetings. | $5,004 |
| IEP Goal Writing and Progress Monitoring Training | This half-day session is designed to establish best practices for case managers and IEP team members in writing and implementing effective IEPs. The session will cover key components such as progress monitoring, selecting appropriate accommodations, and ensuring defensible IEP practices. The goal is to help participants create cohesive, student-centered IEPs that align with regulatory standards and support student success. | $1,668 |
| Advanced IEP Goal Writing and Management | A deeper dive into specific critical components of high-quality IEP goal writing and management. These build upon the foundational session; isolating a few critical aspects for case managers to explore collaboratively.<br>Individual Components:<br>● Standards-based Goals with the Disability as the Focus<br>● Understanding & Selecting Accommodations<br>● Navigating Access to Core Curriculum through IEP Management | $1,668 |
| Data-Based Individualization for MTSS or IEPs | This session offers an in-depth exploration of the intervention cycle for IEP goals and MTSS interventions. Designed to enhance educators' confidence and competence, the session focuses on | $1,668 |



P: 773-501-8020 | INFO@CECWEB.ORG | 250 N. Michigan AVE. | CHICAGO, IL 60601

| | | |
|---|---|---|
| | applying interventions effectively, adjusting strategies as needed, collecting relevant data, and making data-informed recommendations for the next cycle. Best practices for progress monitoring will be emphasized to ensure continuous improvement and effective outcomes for students. | |
| **Co-Teaching Options** | | |
| Co-Teaching Leadership Session | This session is designed to explore best practices for effectively leading co-teaching classrooms within an inclusive service delivery continuum. Key topics include: the essential attributes of high-quality inclusive programming, strategies for developing or refining co-teaching expectations to share with staff, methods for assessing the stage of co-teaching practice and exploring various co-teaching models, the role of accountability in fostering a high-quality program, and approaches for observing and providing constructive feedback to co-teaching pairs. This support is available either virtually or on-site. | $1,668 |
| Co-Teaching Leadership Program Coaching (pkg of hours) | This is designed to collaboratively develop a comprehensive sustainability plan, ensuring continued progress and support beyond CEC's first year of involvement for the leadership team. (10-hours) | $4,170 |
| Co-Teaching New Pairs Training | This half-day facilitated training is designed to establish a strong foundation of shared practices for new co-teaching teams. The session will focus on three core concepts: defining expectations for the shared co-teaching classroom, exploring co-teaching models and effective implementation strategies, and understanding the instructional shifts required in a co-teaching service model. Teachers will have dedicated time for planning and goal-setting around these key concepts to ensure the successful application of best practices in their co-teaching assignments. Co-teaching pairs are encouraged to attend together for maximum impact. | $1,668 |
| Co-Teaching Pairs Observation/ Debrief | This implementation coaching support is tailored for new co-teaching pairs. Each pair will receive 1 hour of dedicated time, which includes a brief 10-15 minute classroom observation of current practices, followed by a 30-40 minute debrief conversation. The debrief can be conducted either in-person or virtually, depending on staff availability and access.<br><br>**Price is based on 4 pairs, but will be adjusted once total pairs are determined. | $1,668 |
| Co-Teaching Pairs Skill-Building | This customized session is designed to strengthen the inclusionary practices of your co-teaching pairs. The specific skill-building topics will be tailored in collaboration with school leaders and the CEC facilitator to meet your team's unique needs. The session can be up | $1,668 |



P: 773-501-8020 | INFO@CECWEB.ORG | 250 N. Michigan AVE. | CHICAGO, IL 60601

| | | |
|---|---|---|
| | to 4 hours long and accommodate up to 50 participants. | |
| Co-Teaching- Experienced Pairs Training | This facilitated training is designed to enhance the shared instructional practices of experienced co-teaching pairs (with at least one year of collaboration). The session will focus on high-leverage planning strategies and making adaptations to address learner variability, ensuring a more inclusive and effective co-teaching environment. | $1,668 |

**TRAVEL:** Mileage costs are added to each session as per the ISBE contracted rate.



P: 773-501-8020 | INFO@CECWEB.ORG | 250 N. Michigan AVE. | CHICAGO, IL 60601

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Nicole Berry, Director of Early Childhood Programs
Date: August 1, 2025
Re: Renewal of Child Plus Software

Child Plus is a custom software database designed to help local programs track information required by the Head Start Program for Performance Standards.

It is requested that the Board of Education approve the contract for services with Management Information Technology, 303 Perimeter Center North, Suite 400, Atlanta, Georgia 30346, for a pro-rated annual subscription for the Child Plus Online database program for the 2025-2026 program year at $10,918.05. Funds for the renewal will be provided by Head Start.

**Investment Period: (October 2025 - June 2026)**
**Total Investment: $10,918.05**
**Funding Source: Federal Funds- Head Start**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Child Plus **EMAIL:** Arie.Ausgood@childplus.com

**ADDRESS:** 1040 Crown Pointe Pkwy Ste 1000. Atlanta, GA 30338

**DATES OF SERVICE TO BE COMPLETED:** October 2025 - June 2026

**SCHOOL DISTRICT CONTACT:** Nicole Berry

**COMPENSATION: $** 10,918.05

**DESCRIPTION OF DUTIES:**

Child Plus Database Access & Child Plus Software Base & Core Software Base Fees

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**Is this a Subscription/Software: Yes ■ or No ☐**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** Child Plus **Website:** childplus.com

**Subscription/Software Start Date:** 10/1/2025 **End Date:** 6/30/2026

**SOPPA Approved: Yes ■ or No ☐**

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**Requesting School:** HMELC

**Budget Code:** 1-5-080-080-3000-3110-0

**Signature of Vendor:** Arie Ausgood **Date:** 8/1/2025

**Signature of Budget Administrator:** Nicole Berry **Date:** 8/1/2025

**Superintendent or School Board President** **Date**

ChildPlus
by Procare Solutions

Prepared for

**Rock Island School District 41**
3530 38th Ave
Rock Island IL
ILROROC

Nicole Berry
Director
nicole.berry@rimsd41.org
+13097935928

**ChildPlus by Procare Solutions**
1040 Crown Pointe Pkwy
STE 1000
Atlanta, GA 30338
United States

# SUBSCRIPTION INFORMATION

Nicole Berry
Director
nicole.berry@rimsd41.org
+13097935928

Your ChildPlus annual subscription is set to expire on September 30, 2025. Upon renewal, your subscription will end on September 30, 2026.

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|---|---|---|---|---|
| Database Access<br>Database Access | Annually | 1 | $11,697.40 / year | $11,697.40/ year for 9 months |
| ChildPlus Software Base Fee<br>Core Software Base Fee | Annually | 1 | $2,860.00 / year | $2,860.00/ year for 9 months |

| Subtotals | |
|---|---|
| Annual subtotal | $10,918.05 |
| **Total** | **$10,918.05** |

This Quote is entered into between Management Information Technology USA, Inc. d/b/a ChildPlus® Software, a Procare Solutions company ("ChildPlus") and the organization executing this Agreement and identified below as "Customer" ("Customer") on behalf of itself and the agencies or partner organizations identified in this Proposal (each, for purposes of this Agreement, an "Agency"). Customer, together with all such Agencies shall be defined collectively as "Licensee." ChildPlus and Licensee are each referred to as a "Party" and are collectively referred to as the "Parties."

## Terms

| | |
|---|---|
| Service Agreement | The ChildPlus Service Agreement (the "Agreement") governs Licensee's use of the ChildPlus services. The Agreement is located at childplus.com/agreement. |
| Authorized Signature | Customer represents that the signer below has the authority to bind Customer to the terms of this Quote and the Agreement. |
| Effective Dates | The effective date of this Proposal and Agreement is when this Quote is signed by Customer or at the time of Customer's Renewal. |
| Counterparts | This Quote and the Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one Agreement. |

By signing this Quote, the Parties agree to be bound by the terms and conditions of this Quote and the Agreement.

# Signature

Click below to sign your quote. You will receive a verification email to finalize your signature.

**Nicole Berry**
nicole.berry@rimsd41.org

Sign Here

Date: mm/dd/yyyy

- Please select date before Downloading / Printing

Print

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: August 12, 2025
Re: Follett School Solutions

Follett Software Library Suite is a nationally recognized powerful school library management system. The system has been in place in the Rock Island Milan School district for several years. All RIMSD libraries utilize an electronic software system to support library inventory and services. This system is operated by Destiny Library Software from Follett School Solutions. The service license requires annual renewal.

It is recommended that the Board of Education approve the contract for service to purchase the Destiny Library Software License agreement renewal from Follett School Solutions, LLC. located at 91826 Collection Center Drive, Chicago, IL 60693 for the 2025-2026 school year at a cost of $17,579.26 District library funds will be used for this renewal.

**Investment Period: July 1, 2025 - June 30, 2026**
**Total Investment: Not to Exceed $17,579.26**
**Funding Source: District Funds**

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Follett School Solutions, LLC **EMAIL:** softwarecs@follettlearning.com

**ADDRESS:** 91826 Collection Center Dr. Chicago, IL 60693

**DATES OF SERVICE TO BE COMPLETED:** 2025-2026 school year

**SCHOOL DISTRICT CONTACT:** Stacey Golz

**COMPENSATION: $** 17,579.26

**DESCRIPTION OF DUTIES:**

Library software annual renewal. This is not a software that needs SOPPA approval



**Is this a Subscription/Software: Yes ■ or No □**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** Destiny **Website:** n/a

**Subscription/Software Start Date:** 09/30/2025 **End Date:** 06/30/2026

**SOPPA Approved: Yes ■ or No □**

**Requesting School:** RIMSD #41

**Budget Code:** District Funds

**Signature of Vendor:** N/A **Date:**

**Signature of Budget Administrator:** **Date:**

**Superintendent or School Board President** **Date**

# RENEWAL QUOTE

Follett SOFTWARE

| | |
|---|---|
| Page | 1 |
| Quote# | 7915622 |
| Issue Date | 07/23/2025 |
| Expiration Date | 10/31/2025 |
| Customer# | 1284241 |
| Customer | ROCK ISLAND BD OF ED |

**ROCK ISLAND BD OF ED**
**2101 6TH AVE**
**ROCK ISLAND IL 61201**

| Quote Summary | Payable in USD |
|---|---|
| Quote Total | $17,579.26 |

**Applicable taxes are NOT included**
**Service Expiration Dates are displayed at each line item below**

## Order Instructions:

**Please email Purchase order, referencing Quote number, to FSSOrders@follettsoftware.com, fax to 800.365.5399 or mail Purchase Order to:**

**Follett Software, LLC.**
**1340 Ridgeview Drive**
**McHenry, IL 60050 USA**

**An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email softwarecs@follettsoftware.com.**

**Quote Details**

| Item Number / Description | | Renewal Months | Current Expiration Date | New Expiration Date | Amount |
|---|---|---|---|---|---|
| **DENKMANN ELEM SCH - 1203153** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **E H HANSON ELEM SCH - 1203154** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **EDISON JR HIGH SCH - 1203155** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **EUGENE FIELD ELEM SCH - 1203156** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **FRANCES WILLARD SCH - 1284251** | | | | | |

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

# RENEWAL QUOTE

Follett SOFTWARE

| | |
|---|---|
| Page | 2 |
| Quote# | 7915622 |
| Issue Date | 07/23/2025 |
| Expiration Date | 10/31/2025 |
| Customer# | 1284241 |
| Customer | ROCK ISLAND BD OF ED |

**Quote Details**

| Item Number / Description | | Renewal Months | Current Expiration Date | New Expiration Date | Amount |
|---|---|---|---|---|---|
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **LONGFELLOW ELEM SCH - 1203160** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **RIDGEWOOD SCH - 1284231** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **ROCK ISLAND ACAD - 1203158** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **ROCK ISLAND CTR FOR MATH/SCI - 1203152** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67051P | RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $149.25 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,490.02** |
| **ROCK ISLAND HIGH SCH - 1203161** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **THOMAS JEFFERSON ELEM SCH - 1203162** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **THURGOOD MARSHALL LRNG CTR - 1230810** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |

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# RENEWAL QUOTE

Follett SOFTWARE

| | |
|---|---|
| Page | 3 |
| Quote# | 7915622 |
| Issue Date | 07/23/2025 |
| Expiration Date | 10/31/2025 |
| Customer# | 1284241 |
| Customer | ROCK ISLAND BD OF ED |

**Quote Details**

| Item Number / Description | | Renewal Months | Current Expiration Date | New Expiration Date | Amount |
|---|---|---|---|---|---|
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |
| **WASHINGTON JR HIGH SCH - 1203164** | | | | | |
| 48206P | DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL | 9 | 09/30/2025 | 06/30/2026 | $877.05 |
| 67054P | STANDARDS RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $346.18 |
| 67058P | TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER | 9 | 09/30/2025 | 06/30/2026 | $117.54 |
| | | | | **Site Total** | **$1,340.77** |

End of Quote



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Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Beth MacKenna, Director of Nutrition Services
Date: August 12, 2025
Re: Fresh Fruit & Vegetable Program

The Nutrition Department solicited bids from two known vendors: Loffredo Fresh Foods and Central Illinois Produce. Upon outreach, it was determined that Central Illinois Produce is no longer in operation. In an effort to identify additional local vendors, the Illinois State Board of Education (ISBE) was contacted; however, responses were not received in time to allow for alternative bids.

Loffredo Fresh Foods submitted a bid after the deadline, which included a $4.00 per case increase compared to the previous year. Despite the late submission, Loffredo was the only vendor able to provide pricing. Given the lack of alternative qualified bids and Loffredo's established performance history, the Nutrition Department recommends moving forward with their services.

Loffredo Fresh Foods has successfully served as the District's Fresh Fruit and Vegetable Program supplier for the past five years, consistently providing reliable delivery schedules, high-quality products, and accurate order fulfillment.

It is recommended that the Board of Education approve an agreement with Loffredo Fresh Foods, 4001 SW 63rd Street, Des Moines, IA 50321 in an amount not to exceed $219,000.

**Investment Period: July 1, 2025 - June 30, 2026**
**Total Investment: Not to exceed $219,000.00**
**Funding Source: Nutrition Department Funds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Loffredo Fresh Foods **EMAIL:** hwaegli@loffredo.com

**ADDRESS:** 4001 SW 63 Street Des Moines Iowa 50321

**DATES OF SERVICE TO BE COMPLETED:** 8/5/2025 to 6/5/2026

**SCHOOL DISTRICT CONTACT:** Beth MacKenna

**COMPENSATION: $** N/A

**DESCRIPTION OF DUTIES:**

Provides fresh produce for PreK to 8th grade Fresh Fruit and Vegetables. Product is prepackaged in estimated 2 oz portions.

---

**Is this a Subscription/Software: Yes ☐ or No ☒**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requester Name/Building:** Beth MacKenna, Director of Nutrition Services All Prek-8 grade schools)

**Budget Code:** 1·5· · ·083·2560-4100·C ALL SITES (NOT 100)

**Signature of Vendor:** Lisa Boeman **Date:** 8-6-25

**Signature of Budget Administrator:** _____ **Date:** _____

_____ _____

**Superintendent or School Board President** **Date**

LOFFREDO
FRESH FOODS
EST 1892

July 21, 2025

Rock Island-Milan School District
2000 7th Avenue
Rock Island, Illinois 61201

RE: RFP: Food/Nutrition FFVP

Thank you for including Loffredo Fresh Foods in your bid process. We appreciate the opportunity to participate and look forward to our continued partnership in the future.

Due to the volatility in pricing of so many produce items, we cannot lock in single serve pricing for 1 year, however, we can lock in a markup of $4.00. The pricing included in this bid is the average you paid during the 2024/2025 school year.

Sincerely,

Lisa Beener

Lisa Beener
Director of Client Services
Loffredo Fresh Foods

LOFFREDO FRESH FOODS

Rock Island-Milan FFVP
2025/2026 School Year

| Item # | Pack | Item Description | Avg $ 2024/2025 | Portion Cost |
|---|---|---|---|---|
| 10491 | 200 | CARROT/CARROTEENIES (200/1.6 OZ.) | $ 43.79 | $0.2189 |
| 33915 | 100 | SS APPLE SLICES "SWEET" (100-1/2 cup) 100471 | $ 34.91 | $0.3491 |
| 33917 | 100 | SS APPLE SLICES "TART" (100/2 OZ) P.S.M.I. | $ 42.35 | $0.4235 |
| 35005 | 100 | SS BEET STICKS (100/2 OZ) P.S.M.I. | $ 52.85 | $0.5285 |
| 34939 | 100 | SS BROC & CARROTS (100/2 OZ) 1/2 cup PSMI | $ 46.63 | $0.4663 |
| 34931 | 100 | SS BROC & CAUL FLORETS (100/2 OZ) 1/2 cup PSMI | $ 55.90 | $0.5590 |
| 33933 | 100 | SS BROCCOLI FLORETS (100/2 OZ) 1/2 cup PSMI | $ 51.98 | $0.5198 |
| 35986 | 100 | SS BUTTERNUT SQUASH (100/2 OZ) 1/4 cup PSMI | $ 43.23 | $0.4323 |
| 33950 | 100 | SS CANTALOUPE CHUNKS (100/2 OZ) 1/4 cup PSMI | $ 41.78 | $0.4178 |
| 35980 | 100 | SS CANTALOUPE/HONEYDEW CHUNKS (100/2 OZ) PSMI | $ 44.41 | $0.4441 |
| 35972 | 100 | SS CARROT/CELERY COMBO (100/2 OZ) PSMI | $ 42.54 | $0.4254 |
| 35982 | 100 | SS CARROT/GRAPE TOMATO (100/2 OZ) 1/2 cup PSMI | $ 44.26 | $0.4426 |
| 35001 | 100 | SS CARROTS COINS (100/2 OZ.) P.S.M.I. | $ 34.21 | $0.3421 |
| 34997 | 100 | SS CARROTS/RAINBOW BABY (100/2 OZ.) P.S.M.I. | $ 44.57 | $0.4457 |
| 33934 | 100 | SS CAULIFLOWER FLORETS (100/2 OZ) P.S.M.I. | $ 51.78 | $0.5178 |
| 34996 | 100 | SS CAULIFLOWER/COLORED (100/2 OZ) PSMI | $ 70.68 | $0.7068 |
| 33936 | 100 | SS CELERY STICKS (100/2 OZ) P.S.M.I. | $ 45.08 | $0.4508 |
| 33931 | 100 | SS CUCUMBER/SLICES (100/2 OZ) P.S.M.I. | $ 34.99 | $0.3499 |
| 35984 | 100 | SS DAIKON COINS (100/2 OZ) 1/2 cup PSMI | $ 41.17 | $0.4117 |
| 35000 | 100 | SS GRAPEFRUIT WEDGES (100/2.7 OZ) P.S.M.I. | $ 49.63 | $0.4963 |
| 33969 | 100 | SS GREEN PEPPER STRIPS (100/2 OZ) 1/4 cup PSMI | $ 38.63 | $0.3863 |
| 34950 | 100 | SS HONEYDEW CHUNKS (100/2 OZ) 1/4 cup PSMI | $ 44.84 | $0.4484 |
| 33948 | 100 | SS MANGO/CHUNKS (100/2 OZ) P.S.M.I. | $ 68.26 | $0.6826 |
| 33944 | 100 | SS MIXED FRUIT (C/H/P)(100/2 OZ) 1/4 cup PSMI | $ 46.88 | $0.4688 |
| 34919 | 100 | SS MIXED PEPPER STRIPS (100/2 OZ) PSMI | $ 43.28 | $0.4328 |
| 33938 | 100 | SS ORANGE WEDGES (100/2.7 OZ) 1/4 cup PSMI | $ 47.49 | $0.4749 |
| 35002 | 100 | SS PARSNIP STICKS (100/2 OZ) P.S.M.I. | $ 45.49 | $0.4549 |
| 33923 | 100 | SS PINEAPPLE CHUNK (100/2.7 OZ) P.S.M.I. | $ 53.54 | $0.5354 |
| 35990 | 100 | SS PINEAPPLE/BLUEBERRIES (100/2 OZ) PSMI | $ 61.77 | $0.6177 |
| 35988 | 100 | SS PINEAPPLE/RED GRAPES (100/2 OZ) P.S.M.I | $ 54.56 | $0.5456 |
| 33947 | 100 | SS RADISH/SLICES (100/2 OZ) P.S.M.I. | $ 46.83 | $0.4683 |
| 34998 | 100 | SS RADISH/WATERMELON (100/2 OZ) P.S.M.I. | $ 58.14 | $0.5814 |
| 33927 | 100 | SS RED GRAPES (100/2 OZ) 1/4 CUP PSMI | $ 54.45 | $0.5445 |
| 33990 | 100 | SS RED PEPPER STRIPS (100/2 OZ) PSMI | $ 43.02 | $0.4302 |
| 35004 | 100 | SS RUTABAGA STICKS (100/2 OZ) P.S.M.I. | $ 47.14 | $0.4714 |
| 35006 | 100 | SS SNOW PEAS (100/2 OZ) P.S.M.I. | $ 60.05 | $0.6005 |
| 33953 | 100 | SS SUGAR SNAP PEAS (100/2 OZ) P.S.M.I. | $ 60.32 | $0.6032 |
| 33919 | 100 | SS SWEET & GREEN APPLE SLICES (100/2 OZ) P.S.M.I. | $ 38.14 | $0.3814 |
| 33921 | 100 | SS SWEET & GRN APPLE & GRAPES (100/2.3 OZ) P.S.M.I. | $ 44.71 | $0.4471 |
| 33968 | 100 | SS SWEET POTATO CHUNK 3/4" (100/2 OZ) 1/4 cup PSMI | $ 39.13 | $0.3913 |
| 33932 | 100 | SS TOMATOES/GRAPE (100/2 OZ) P.S.M.I. | $ 39.61 | $0.3961 |
| 34999 | 100 | SS TOMATOES/YELLOW GRAPE (100/2 OZ) PSMI | $ 56.50 | $0.5650 |
| 35003 | 100 | SS TURNIP STICKS (100/2 OZ) P.S.M.I. | $ 47.92 | $0.4792 |
| 30797 | 100 | SS VEG MEDLEY (100/3 OZ) 1/2 cup PSMI | $ 65.10 | $0.6510 |
| 33977 | 100 | SS YELLOW SQUASH 1/2 MOON (100/2 OZ) 1/4 cup PSMI | $ 46.04 | $0.4604 |
| 33979 | 100 | SS ZUCCHINI 1/2 MOON (100/2 OZ)PSMI | $ 44.05 | $0.4405 |

# SY 2025-2026 Fresh Fruit and Vegetable Program

Allocations for Selected Schools - Updated 7/30/2025

| RCDT | Sponsor Name | Site # | Site Name | FFVP Allocation July 1, 2025 - June 30, 2026 |
|---|---|---|---|---|
| 39-055-0610-25 | Decatur SD 61 | 13892 | Parsons Elementary School | $23,850.00 |
| 40-031-0030-26 | North Greene CUSD 3 | 13930 | North Greene Elem | $23,300.00 |
| 40-031-0030-26 | North Greene CUSD 3 | 13928 | North Greene Jr/Sr High Sch | $2,550.00 |
| 40-056-0050-26 | Mount Olive CUSD 5 | 13961 | Mt Olive Elementary School | $16,950.00 |
| 40-056-0070-26 | Gillespie CUSD 7 | 13967 | Ben-Gil Elementary School | $26,950.00 |
| 40-056-0070-26 | Gillespie CUSD 7 | 13966 | Gillespie Middle School | $12,300.00 |
| 41-057-0110-26 | Alton CUSD 11 | 56989 | Alton Middle School | $60,550.00 |
| 41-057-0110-26 | Alton CUSD 11 | 14058 | Gilson Brown Elem School | $9,350.00 |
| 41-057-084P-00 | Broken But Not Shattered Ministries | 81353 | Broken But Not Shattered Academy | $2,100.00 |
| 44-063-1650-03 | Marengo-Union E Cons D 165 | 14201 | Locust Elem School | $25,850.00 |
| 44-063-1650-03 | Marengo-Union E Cons D 165 | 78693 | Ulysses S Grant Intermediate Sch | $12,350.00 |
| 47-052-2720-26 | Amboy CUSD 272 | 14323 | Amboy Central Elem School | $11,650.00 |
| 47-052-2720-26 | Amboy CUSD 272 | 14322 | Amboy Jr High School | $10,300.00 |
| 48-000-0000-00 | Peoria ROE | 79656 | Hollis Grade School | $1,000.00 |
| 48-000-0000-00 | Peoria ROE | 80246 | Oak Grove School | $1,000.00 |
| 48-000-0000-00 | Peoria ROE | 79657 | St. Paul Baptist Church | $1,600.00 |
| 48-072-0620-02 | Pleasant Valley SD 62 | 48672 | Pleasant Valley Intermediate School | $7,950.00 |
| 48-072-0620-02 | Pleasant Valley SD 62 | 14386 | Pleasant Valley Primary School | $12,800.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14509 | Denkmann Elem School | $17,050.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14510 | Earl H Hanson Elem School | $14,950.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14506 | Edison Jr High School | $19,700.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14511 | Eugene Field Elem School | $23,350.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14512 | Frances Willard Elem School | $14,550.00 |
| 49-081-0410-25 | Rock Island SD 41 | 65016 | Horace Mann ELC | $5,250.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14516 | Longfellow Elem School | $12,950.00 |
| 49-081-0410-25 | Rock Island SD 41 | 65017 | RICMS | $23,700.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14517 | Ridgewood Elem School | $14,400.00 |
| 49-081-0410-25 | Rock Island SD 41 | 65021 | Rock Island Academy | $27,450.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14518 | Thomas Jefferson Elem School | $15,250.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14521 | Thurgood Marshall Learning Ctr | $4,400.00 |
| 49-081-0410-25 | Rock Island SD 41 | 14507 | Washington Jr High School | $26,000.00 |
| 50-082-1870-26 | Cahokia CUSD 187 | 14621 | Elizabeth Morris Elem School | $12,850.00 |
| 50-082-1870-26 | Cahokia CUSD 187 | 60921 | Estelle Sauget School of Choice | $12,000.00 |
| 50-082-1870-26 | Cahokia CUSD 187 | 14618 | Huffman Elem School | $13,400.00 |
| 50-082-1870-26 | Cahokia CUSD 187 | 14619 | Lalumier Elem School | $13,950.00 |
| 50-082-1870-26 | Cahokia CUSD 187 | 14620 | Maplewood Elem School | $14,500.00 |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: August 12, 2025
Re: **Regional Office of Education #49- Learning Partner for School Improvement**

As a part of the Illinois State Board of Education's School Improvement Initiative, Regional Offices of Education and specified vendors have been approved by ISBE to provide learning partner services to intensive, comprehensive, and targeted schools. Following the planning year and a comprehensive needs assessment, schools designated as comprehensive must partner with at least one Illinois State Board of Education Partner to focus on garnering supports that are aligned with supporting, supplementing, and enhancing the individual building school improvement plan.

Each school team has worked to access and update their greatest areas of need, access root causes of low achievement, consult with the Illinois State Board of Education, and selected learning partners that provide innovative ways to improve academic outcomes. ISBE has now provided more accessibility of support through use of local ROE's as such ROE #49 will support all designated schools by providing support in the areas of continuous school improvement, instruction, social emotional, and planning for student success support (WJHS, EJHS, RIA, LF, FW, RW, and TJ) at a rate of $150/hour at 200 hours, broken out as follows:

District & School Leader: approximately 15 hours
Social Emotional (PD/BIT/MTSS) Support: approximately 126 hours
Academic Support: approximately 59 hours (to include in-service days)

Therefore, it is recommended that the Rock Island-Milan School District's Board of Education approve the payment of $30,000 to Regional Office of Education #49 3561 60th St. Suite 310 Moline, IL 61265.

**Investment Period: August 2025- June 2026**
**Total Investment: $30,000**
**Funding Source: Designated School SIG Funds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# *Contract for Service Form*
## Rock Island-Milan School District 41

**VENDOR NAME:** Rock Island County Regional Office of Education **CONTACT NAME:** Hannah Reade

**PHONE:** 309-736-1111 **EMAIL:** hannah.reade@riroe.com

**ADDRESS:** 3561 60th St suite 310, Moline IL 61265

**DATES OF SERVICE TO BE COMPLETED:** 2025-2026 School Year

**SCHOOL DISTRICT CONTACT:** Paulette Risden-Rice

**COMPENSATION:** $30,000

| Description | Base Contract Amount |
|---|---|
| ROE #49 will support all designated schools by providing support in the areas of continuous school improvement, instruction, social emotional, and planning for student success support (WJHS, EJHS, RIA, LF, FW, RW, and TJ) at a rate of $150/hour at 200 hours, broken out as follows:<br>• District & Building Leader: approximately 15 hours<br>• Social Emotional (PD/BIT/MTSS) Support: approximately 126 hours<br>• Academic Support: approximately 59 hours (to include in-service days) | $30,000 |
| **Grand Total** | **$30,000** |

Invoicing Details: Invoice on the last day of each month.

**Is this a Subscription/Software: Yes X or No ☐**

***If yes, this is an internal form that does not need to be sent to the vendor.***

**Subscription/Software Name:** N/A **Website:** N/A

**Subscription/Software Start Date:** N/A **End Date:** N/A

**SOPPA Approved: Yes or No**

**School Board President or Superintendent:** _____ **Date:** _____

**Requesting School:** WJHS, EJHS, RIA, LF, FW, RW, and TJ

**Budget Code:** Title I School Improvement Grant for each building

**Signature of Vendor:** _____ **Date:** 08/05/2025

**Signature of Requestor:** R. Dixon **Date:** _____

**Signature of Budget Administrator:** R. Dixon AUG 05 2025 **Date:** AUG 05 2025

Thank you for your committed partnership with the Rock Island County ROE School Improvement Team. We are delighted that you and your team recognize the importance of prioritizing overall improvement of school practices and student achievement.

ROE #49 support package includes dedicated school assistance, encompassing:

- Whole staff professional development
- Tailored professional development for individual teams/personnel
- Personalized coaching sessions
- Collaborative team coaching
- Support for student-specific interventions and planning
- Systems development and implementation
- Leadership support and training
- In depth consultation and planning as a Learning Partner for School Improvement

Service Package and Terms:

ROE #49 will support all Rock Island- Milan School District #41 designated schools by providing support in the areas of continuous school improvement, instruction, social emotional, and planning for student success support (WJHS, EJHS, RIA, LF, FW, RW, and TJ). The financial obligation of RIMSD #41 is a total of $30,000 at a rate of $150/hour for 200 hours, distributed as follows:

**District & Building Leader Planning and Support**: approximately 15 hours
**Social Emotional (PD/BIT/MTSS) Support**: approximately 126 hours
**Academic Support**: approximately 59 hours (to include in-service days)

As part of this agreement, 200 hours of service have been allocated and reserved exclusively for the district. In order to ensure availability and uphold this commitment, these hours must be designated in advance. Please note that the full 200 hours will be billed. Unused hours will not carry over into the next fiscal year and the package pricing is not prorated based on hours served. ROE #49 will invoice RIMSD #41 monthly along with a detailed report of services provided.

Effective collaboration among teams is essential to ensure that all processes and supports are implemented with integrity, adhering to best practices. All documents and forms provided to schools are confidential and may not be copied, shared, or modified without permission from ROE #49.

This Agreement is between the Rock Island County Regional Office of Education #49 and Rock Island- Milan School District #41 in Rock Island County, Illinois for the amount of $30,000. This agreement pertains to the partnership for support between our entities beginning on August 13, 2025 ending June 30, 2026.

Please sign below to confirm your acknowledgment and understanding of the service agreement.

| | | | |
|---|---|---|---|
| *Director of Grants, Accountability, and Assessments* | *Date* | *Approved District Personnel (as needed)* | *Date* |
| *Coordinator of ROE Services* | *Date* | *Regional Superintendent of ROE #49* | *Date* |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: August 12, 2025
Re: Soil Testing and Additional IMEG Services

On June 10th, the Board approved IMEG to provide facility site surveys, and on July 22nd the Board approved utility locates at Eugene Field Elementary School and Rock Island Academy as part of the planning phase for upcoming facility improvement projects. These efforts have helped identify preliminary site conditions and infrastructure needs.

The next step in the process involves conducting soil testing at each property. Soil borings and geotechnical analysis are critical components of the pre-design phase, providing essential information on soil composition, load-bearing capacity, and other subsurface conditions that directly impact structural design and construction planning. This testing helps mitigate construction risks, avoid future structural issues, and ensure the long-term integrity of the buildings.

The cost of soil testing varies by location, with additional testing required if initial results are unsatisfactory. The base cost for the soil testing is $9,950. Given the uncertainty surrounding future soil testing results and the additional work anticipated as part of the District's Facilities Management Plan, it is recommended that the Board of Education approve a total of $12,000 for this additional work.

To date, IMEG has completed $39,200 in work for the District. It is recommended that the Board of Education approve IMEG to complete necessary soil testing for additional $12,000.

**Investment Period: July 1, 2025 – July 1, 2026**
**Total Investment: $52,200**
**Funding Source: Bond Proceeds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** IMEG Corp. **EMAIL:** scott.m.osmulski@imegcorp.com

**ADDRESS:** 623 26th Avenue, Rock Island, IL 61201

**DATES OF SERVICE TO BE COMPLETED:** 07/01/2025 - 07/01/2026

**SCHOOL DISTRICT CONTACT:** Annaka Whiting

**COMPENSATION: $** 12,000.00

**DESCRIPTION OF DUTIES:**

Soil borings and geotechnical analysis at Eugene Field Elementary and Rock Island Academy for upcoming facility improvement projects.

---

**Is this a Subscription/Software: Yes ☐ or No ☒**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requesting School:** Eugene Field | Rock Island Academy

**Budget Code:** Split → 10-5-260-000-2530-5301-0 / 10-5-220-000-2530-5301-0

**Signature of Vendor:** Matt Dietsch (IMEG) **Date:** 8/6/2025

**Signature of Budget Administrator:** Annaka Whiting **Date:** 8/6/25



**Superintendent or School Board President** **Date**

7/30/2025

Aaron Gunn
IDG Architects + Partners, Inc.
Via Email agunn@idgarch.com

Re: Proposal for Services
Rock Island/Milan SD 41
Eugene Field Elementary School Addition
Rock Island, Illinois

Dear Aaron:

Thank you for the opportunity to submit a Proposal for the geotechnical exploration services for the above referenced project.

## *Geotechnical Exploration*

We assume site access is suitable for our track-mounted rotary drill rig. Three borings to twenty-five feet below current grades are planned for this project. Unless staked by the Client, boring locations will be staked by IMEG using manual field methods based on preliminary plans and information provided by the Client.

The as-drilled boring locations may be adjusted to provide adequate working room for our equipment, to avoid known buried obstructions or marked utilities, and to safely advance the borings. The borings will be advanced until the pre-selected termination depth or until auger refusal is encountered. No rock coring is included in our scope of services. At completion of exploration activities, all borings will be backfilled with the available auger cuttings.

Following completion of the field exploration activities, recovered samples will be examined and subjected to laboratory testing as determined by the geotechnical engineer. Results of our study will be communicated through a geotechnical engineering report. The report will provide an overview of exploration methods, laboratory testing, description of soils encountered, and will provide recommendations for design and construction based on the project information available at the time of report preparation and our understanding of the proposed improvements.

## Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

This Proposal does not include restoration of potential rutting or site damage due to the trafficking by IMEG's exploratory equipment. Any restoration of the site should be accepted and completed by the Client.

1. IMEG will submit public utility locates through the appropriate entity. Any private utilities should be identified by the Client and conveyed to IMEG prior to providing written notice to proceed.

2. Normal work hours for IMEG are Monday through Friday between 7 AM and 4 PM. If execution of services outside normal working hours is preferred, please contact us as our fee will require a price adjustment.

3. Client has secured right of entry for IMEG to complete it's scope of services above.

4. Documentation (i.e. design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

5. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Engineer of Record: IMEG is not the engineer of record for this Project and, therefore, shall not be responsible nor liable for the methods, techniques, procedures, design plans, drawings, specifications or other work product developed by the engineer of record.

**Compensation**

We propose to provide the services described above for a fixed fee of $4,800. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

If suitable bearing soils are not encountered at the pre-determined boring termination depth, IMEG will contact the Client and request permission to advance the boring further. Any additional drilling below the pre-determined boring termination depth will be invoiced at $30 per foot (includes laboratory testing of recovered samples within interval). Likewise, should more than a single mobilization to the project be required due to either coordination or circumstances outside our control, subsequent mobilizations will be invoiced at $750 per mobilization event.

**Project Expenses**

The following reimbursable expenses **are neither anticipated nor** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.

2. Necessary consultants as approved by Client.

3. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

4. Postage and delivery charges.

5. Expenses for safety training, background checks, vendor registration sites, and drug testing to access the site.

## Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Negotiations or delays resulting from the client, contractor, or owner's failure to secure right-of entry for IMEG to complete the work.

2. Any additional crew waiting time necessary for access to site (i.e., locked access gates, equipment, or materials preventing access to the planned boring locations, etc.) site specific badging/training required, or penetration through obstructions will be invoice at $230/hour.

3. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.

4. Civil, structural, mechanical, electrical, or technology design of any kind.

5. Construction phase services.

## Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this Proposal will be implied and contractually binding.

**IMEG Consultants Corp.**

_____
Scott Osmulski | Scott.M.Osmulski@imegcorp.com

_____
John Fellman | John.B.Fellman@imegcorp.com

**Accepted: IDG Architects + Partners, Inc.**

_____
Aaron Gunn

Accepted: Rock Island - Milan School District #41

_____
Board of Education President

# Terms and Conditions

**1. Definitions:**

"Agreement" - Collectively IMEG's proposal, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

**2. Standard of Care/Performance**: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

**3. Information**: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

**4. Limitation of Responsibilities**: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

**5. Additional Services**: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

**6. Compensation/Payment**: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual

update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

**7. Ownership/Use of Instruments of Services**: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

**8. Dispute Resolution/Governing Law**: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

**9. Mutual Waiver of Damages**: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

**10. LIMITATION OF LIABILITY**: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $100,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

**11. Indemnification**: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

**12 Insurance**: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

**13. Termination**: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

**14. Assignment**: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**15. Employment and Non-Solicitation**: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

**16. Force Majeure**: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

**17. Severability and Non-Waiver**: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

**18. Entire Agreement**: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

**19. Equal Employment Opportunity**: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

## 2025 STANDARD HOURLY RATES - CIVIL
**(rates adjusted annually)**

| | |
|---|---|
| Senior Client Executive/ Senior Market Director / VP | $235 |
| Client Executive / Market Director | $225 |
| Project Executive | $185 |
| Senior Project Manager 2 | $180 |
| Senior Project Manager 1 | $170 |
| (Engineer / Landscape Architect / Planner) of Distinction | $190 |
| Senior (Engineer / Landscape Architect / Planner) 3 | $180 |
| Senior (Engineer / Landscape Architect / Planner) 2 | $160 |
| Senior (Engineer / Landscape Architect / Planner) 1 | $150 |
| Project (Engineer / Landscape Architect / Planner) 2 | $140 |
| Project (Engineer / Landscape Architect/ Planner) 1 | $135 |
| Graduate (Designer / Surveyor) 2 | $115 |
| Graduate (Designer / Surveyor) 1 | $105 |
| Senior Land Surveyor 3 | $150 |
| Senior Land Surveyor 2 | $135 |
| Senior Land Surveyor 1 | $130 |
| Project Surveyor 2 | $125 |
| Project Surveyor 1 | $120 |
| Designer of Distinction | $160 |
| Senior (Designer / Crew Chief) 3 | $145 |
| Senior (Designer / Coordinator / Crew Chief) 2 | $135 |
| Senior (Designer / Coordinator / Crew Chief) 1 | $130 |
| (Project Designer / Coordinator / Senior Technician / Crew Chief) 2 | $120 |
| (Project Designer / Coordinator / Senior Technician / Crew Chief) 1 | $115 |
| Designer 2 / Planner 2 / Technician 4 | $105 |
| Designer 1 / Planner 1 / Technician 3 | $95 |
| Design Technician 2 / Technician 2 | $90 |
| Design Technician 1 / Technician 1 / Intern | $80 |
| Senior Construction Administrator | $135 |
| Construction Administrator | $125 |
| GIS System Architect | $135 |
| GIS Analyst | $125 |
| Graduate (GIS Analyst) 2 | $120 |
| Graduate (GIS Analyst) 1 | $110 |
| Administrative Assistant | $75 |

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

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7/30/2025

Aaron Gunn
IDG Architects + Partners, Inc.
Via Email agunn@idgarch.com

Re: Proposal for Services
Rock Island/Milan SD 41
Rock Island Academy Addition
Rock Island, Illinois

Dear Aaron:

Thank you for the opportunity to submit a Proposal for the geotechnical exploration services for the above referenced project.

## *Geotechnical Exploration*

We assume site access is suitable for our track-mounted rotary drill rig. One boring to twenty-five feet and two borings to forty feet below current grades are planned for this project. Unless staked by the Client, boring locations will be staked by IMEG using manual field methods based on preliminary plans and information provided by the Client.

The as-drilled boring locations may be adjusted to provide adequate working room for our equipment, to avoid known buried obstructions or marked utilities, and to safely advance the borings. The borings will be advanced until the pre-selected termination depth or until auger refusal is encountered. No rock coring is included in our scope of services. At completion of exploration activities, all borings will be backfilled with the available auger cuttings.

Following completion of the field exploration activities, recovered samples will be examined and subjected to laboratory testing as determined by the geotechnical engineer. Results of our study will be communicated through a geotechnical engineering report. The report will provide an overview of exploration methods, laboratory testing, description of soils encountered, and will provide recommendations for design and construction based on the project information available at the time of report preparation and our understanding of the proposed improvements.

## Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

This Proposal does not include restoration of potential rutting or site damage due to the trafficking by IMEG's exploratory equipment. Any restoration of the site should be accepted and completed by the Client.

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1. IMEG will submit public utility locates through the appropriate entity. Any private utilities should be identified by the Client and conveyed to IMEG prior to providing written notice to proceed.

2. Normal work hours for IMEG are Monday through Friday between 7 AM and 4 PM. If execution of services outside normal working hours is preferred, please contact us as our fee will require a price adjustment.

3. Client has secured right of entry for IMEG to complete it's scope of services above.

4. Documentation (i.e. design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

5. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Engineer of Record: IMEG is not the engineer of record for this Project and, therefore, shall not be responsible nor liable for the methods, techniques, procedures, design plans, drawings, specifications or other work product developed by the engineer of record.

**Compensation**

We propose to provide the services described above for a fixed fee of $5,150. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

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2. Necessary consultants as approved by Client.

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**IMEG Consultants Corp.**

_____

Scott Osmulski | Scott.M.Osmulski@imegcorp.com

_____

John Fellman | John.B.Fellman@imegcorp.com

~~**Accepted: IDG Architects + Partners, Inc.**~~

Rock Island Milan School District 41

_____

~~Aaron Gunn~~

Accepted: Rock Island - Milan School District #41

_____

Board of Education President

Docusign Envelope ID: 7C9F433C-708A-41D2-8A9F-7E830BCF7D14

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**10. LIMITATION OF LIABILITY**: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $100,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

**11. Indemnification**: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

**12 Insurance**: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

**13. Termination**: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material

Docusign Envelope ID: 7C9F433C-708A-41D2-8A9F-7E830BCF7D14

breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

**14. Assignment**: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**15. Employment and Non-Solicitation**: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

**16. Force Majeure**: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

**17. Severability and Non-Waiver**: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

**18. Entire Agreement**: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

**19. Equal Employment Opportunity**: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Docusign Envelope ID: 7C9F433C-708A-41D2-8A9F-7E830BCF7D14

## 2025 STANDARD HOURLY RATES - CIVIL
**(rates adjusted annually)**

| | |
|---|---|
| Senior Client Executive/ Senior Market Director / VP | $235 |
| Client Executive / Market Director | $225 |
| Project Executive | $185 |
| Senior Project Manager 2 | $180 |
| Senior Project Manager 1 | $170 |
| (Engineer / Landscape Architect / Planner) of Distinction | $190 |
| Senior (Engineer / Landscape Architect / Planner) 3 | $180 |
| Senior (Engineer / Landscape Architect / Planner) 2 | $160 |
| Senior (Engineer / Landscape Architect / Planner) 1 | $150 |
| Project (Engineer / Landscape Architect / Planner) 2 | $140 |
| Project (Engineer / Landscape Architect/ Planner) 1 | $135 |
| Graduate (Designer / Surveyor) 2 | $115 |
| Graduate (Designer / Surveyor) 1 | $105 |
| Senior Land Surveyor 3 | $150 |
| Senior Land Surveyor 2 | $135 |
| Senior Land Surveyor 1 | $130 |
| Project Surveyor 2 | $125 |
| Project Surveyor 1 | $120 |
| Designer of Distinction | $160 |
| Senior (Designer / Crew Chief) 3 | $145 |
| Senior (Designer / Coordinator / Crew Chief) 2 | $135 |
| Senior (Designer / Coordinator / Crew Chief) 1 | $130 |
| (Project Designer / Coordinator / Senior Technician / Crew Chief) 2 | $120 |
| (Project Designer / Coordinator / Senior Technician / Crew Chief) 1 | $115 |
| Designer 2 / Planner 2 / Technician 4 | $105 |
| Designer 1 / Planner 1 / Technician 3 | $95 |
| Design Technician 2 / Technician 2 | $90 |
| Design Technician 1 / Technician 1 / Intern | $80 |
| Senior Construction Administrator | $135 |
| Construction Administrator | $125 |
| GIS System Architect | $135 |
| GIS Analyst | $125 |
| Graduate (GIS Analyst) 2 | $120 |
| Graduate (GIS Analyst) 1 | $110 |
| Administrative Assistant | $75 |

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: August 12, 2025
Re: **Annual Contract Renewal Spring Forward Learning Center**

It is our goal in the district to leverage intersession, summer, and out of school time as opportunities to expose our students to a variety of different types of activities in a safe and a healthy environment. This contract for service with Spring Forward Learning Center (SFLC) allows us to accomplish this goal by providing out of school time programming for (before/after school, intersessions, and summer) for students across the district. The details of the 2025-2026 contract are as follows:

**After School Programs:** Spring Forward leverages its own funding to provide after school supplemental support in select schools throughout the district. Individual MOU's will be established in partnership with the Teaching and Learning Department for any of these services being provided in buildings throughout the district.

**1 Fall & 1 Spring Intersession Program:** Two elementary sites per program for 5 days of camp @ 3 hours each day for up to 77 elementary students per site. Sites TBD. Dates of Service: October 6th -10th, 2025 & March 23rd-27th, 2026. Total-$12,947 x 2 programs= $25,894.

**Summer Program:** 5-week camp consisting of instruction in the morning and enrichment in the afternoon M-TH, and field trips on Fridays for roughly 240 students (Approximately 80 students/site). Sites TBD. Dates of Service: June 15th-July 17th, 2026. Total-$59,864 x 3 sites= $179,591.

It is recommended that the Board of Education approve the contract for service with Spring Forward Learning Center PO Box 1287 Moline, IL to provide Intersession and Summer programs for the 2025-2026 school year at a cost not to exceed $205,485.

**Investment Period: August 12, 2025-July 31, 2026**
**Total Investment: $205,485**
**Funding Source: Title I**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# *Contract for Service Form*

## Rock Island-Milan School District 41

**VENDOR NAME:** Spring Forward Learning Center **CONTACT NAME:** Robbie McIntyre

**EMAIL:** robbie@springforwardqca.org

**ADDRESS:** P.O. Box 1287 Moline, IL 61265

**DATES OF SERVICE TO BE COMPLETED:** 2025-2026 School Year

**SCHOOL DISTRICT CONTACT:** Paulette Risden-Rice

**COMPENSATION:** Up to $205,485

| Description | Base Contract Amount |
|---|---|
| **After School Programs:** Spring Forward leverages its own funding to provide afterschool supplemental support in select schools throughout the district. Individual MOU's will be established in partnership with the Teaching and Learning Department for any of these services being provided in buildings throughout the district.<br><br>**1 Fall & 1 Spring Intersession Program:** Two elementary sites per program for 5 days of camp @ 3 hours each day for up to 77 elementary students per site. Sites TBD. Dates of service: October 6th -10th, 2025 & March 23rd-27th, 2026. Total-$12,947 x 2 programs = $25,894.<br><br>**Summer Program:** 5 week camp consisting of instruction in the morning and enrichment in the afternoon M-TH, and field trips on Fridays for roughly 240 students (approximately 80 students/site). Sites TBD. Dates of service: June 15th-July 17th, 2026. Total-$59,864 x 3 sites= $179,591. | **$25,894**<br><br>**$179,591** |
| **Grand Total** | **NTE $205,485** |

| Invoice Number | Invoice Details | Amount to be billed | Totals |
|---|---|---|---|
| 1 of 5 | Fall Intersession to be billed upon completion on **October 10,2025** | $12,947 | $12,947 |
| 2 of 5 | Spring Intersession to be billed upon completion on **March 27, 2026** | $12,947 | $25,894 |
| 3 of 5 | Summer Enrichment up front ½ total expense to be billed on **May 15, 2026** | $89,795.50 | $115,689.50 |
| 4 of 5 | Summer Enrichment ¼ total expense to be billed the last day of **June 2026** | $44,897.75 | $160,587.25 |
| 5 of 5 | Summer Enrichment ¼ total expense to be billed by the last day of **July 2026** | $44,897.75 | $205,485 |

**Is this a Subscription/Software: Yes or No**

***If yes, this is an internal form that does not need to be sent to the vendor.***

Updated January 2022

# *Contract for Service Form*

## Rock Island-Milan School District 41

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes or No** _____

_____ _____

**School Board President or Superintendent** **Date**

**Requesting School:** Administration Center

**Budget Code:** Title I

**Signature of Vendor:** R. M Dixon **Date:** 8/7/25

**Signature of Requestor:** R. Dixon **Date:** _____

**Signature of Budget Administrator:** AUG 04 2025 R. Dixon **Date:** _____

AUG 04 2025

Updated January 2022

| | | | | | | |
|---|---|---|---|---|---|---|
| **2025-2026 Intersessions** | **Fall Break: October 6th-10th** | **1st Week** | | | | |
| | **Spring Break: March 23rd-27th** | **2nd Week** | | | | |
| | | | | | | |
| **Single Intersession Budget** | **2 Sites TBD** | **Up to 144 Students Served** | | **8:1 Ratio** | **per Intersession/ 2 Per Location** | |
| | **Scheduled Hours** | **Total Number** | **Hours Per Day** | **Hourly Wage** | **Position Cost Per Day** | |
| **Site Leader (1 Per Site)** | **8:30-12:30** | 2 | 4 | $25.00 | $200.00 | |
| **Teachers (2 Per Site)** | **8:45-12:15** | 4 | 3.5 | $30.00 | $420.00 | |
| **Site Assistant/Paraprofessonals (5 per site)** | **8:45-12:15** | 10 | 3.5 | $20.00 | $700.00 | |
| **HS ED Students (1 per Site)** | **8:45-12:15** | 2 | 3.5 | $15.00 | $105.00 | |
| **8 Staff + 1 Site Lead Per site** | | | | | | |
| **Pay Rates** | **Positions** | | | **Total Cost Per Day** | **1425** | |
| $30 | Certified Teachers | | | X 5 Days | x 5 | |
| $25 | Site Leaders | | | **Total Staff Cost** | **7125** | |
| $20 | District Paras (Site Assistants) | | | **Community Partner + Field Trip Costs Costs (Approximate)** | **$3,250** | |
| | | | | **Field trip Bussing Cost ($215 x 3)** | **$645** | |
| | | | | **Marketing** | **$750** | |
| | | | | **TOTAL PROGRAM COST** | **$11,770** | |
| | | | | **Administration (10%)** | **$1,177** | |
| **Cost increases for '25-'26 related to:** | | | | **Total Single Intersession Cost** | **$12,947.00** | **x 2 for Spring AND Fall** |
| 1. **Need for more staff** (short changed last year). | 4 "groups" per location (2 programs split into x 2 groups x 2 staff per group). **Swimming needs an extra staff for shuttling/changing students safely** | | | | | |
| **2. Higher Partner Costs** | Partners are getting squeezed on their funding, so we have seen a rise in rates (many have been static for a long time) | | | | | |

| 25-'26 Spring Forward Summer Program Budget | Summer Dates: | Training: June 8-12<br>Program: June 15th-July 17th; Off June 19th, July 3rd | | | | |
|---|---|---|---|---|---|---|
| **Single Site Budget** | **If 3 Locations/With Bussing** | **Up to 80 Students Served (Per Site): Gen Ed (70) + EL (10)= 240 TOTAL FOR 3 SITES** | | **Summer Ratios: 8:1 During Academics; 10:1 for Afternoons** | | |
| | **Scheduled Hours** | **# Per Site** | **Hours Per Day** | **Hourly Wage** | **Position Cost Per Day** | |
| **Site Leader** | **8:30-2:30** | 2 | 6 | $26 | $312 | |
| **Full Day Teachers** | **9:00-2:00** | 2 | 5 | $36 | $360 | |
| **Teachers** | **9:00-12:00** | 2 | 3 | $36 | $216 | |
| **Site Assistant** | **8:45-2:15** | 4 | 5.5 | $20.00 | $440 | |
| **SPED (Push-In) Staff** | **9:00-2:00** | 1 | 5 | $36 | $180 | |
| **RIHS Ed Program Students** | **8:45-2:15** | 1 | 5.5 | $15 | $83 | |
| **Pay Rates** | **Positions** | | | **Total Cost Per Day** | **1590.5** | |
| $36 | Certified Teachers | | | X 23 Camp Days | x 23 | |
| $26 | Site Leaders | | | **Total Staff Cost** | **36581.5** | |
| $20 | Site Assistants | | | **Community Partner + Field Trip Costs Costs (Including FT Bussing)** | **$6,000** | |
| | | | | **Training Costs** | **$5,500** | |
| **Bussing Cost:** | Daily Routes: $185/day (23 Days) per Bus (x 2) = **$8510 (Total in '25)** | | | **EL Teacher Costs** | **$2,484** | |
| **EL Staff Cost Per Site** | 3 hours x 23 Camp Days x $36/hour x 1 teachers = **$2484** (Assistant included in above calculation) | | | **Daily Bussing Costs** | **$2,716** | **8150/3** |
| **Student Camp Shirts:** | **80 x $8 = 640** | | | **Camp shirts** | **$640** | |
| | | | | **Marketing** | **$500** | |
| | | | | **Program Cost** | **54,422** | |
| | | | | **Administration (10%)** | **$5,442** | |
| | | | | **Total Single Summer Site Cost** | **59,864** | |
| | | | | **x 3 Summer Sites** | **179590.95** | |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: August 12, 2025
Re: SpyGlass Audit Invoice

In early May, the district engaged SpyGlass, a firm specializing in audits of voice, telecom, internet, data, and cloud services, to identify potential cost savings. The process involved reviewing invoices across multiple service providers to uncover billing discrepancies, unused services, and opportunities for rate reductions.

Per the agreement, there were no upfront costs for the audit. SpyGlass is compensated solely based on actual savings identified and implemented, with terms including 50% of any one-time "Cost Recovery," 12 times any "Service Elimination Savings," and 12 times any "Cost Reduction Savings."

The audit identified $62,000 in annual savings, primarily through adjustments to AT&T billing, where over $4,300 in monthly charges were uncovered and eliminated. These savings will be reflected on upcoming invoices, effectively covering the cost of SpyGlass's services within the first year. The first invoice from SpyGlass, totaling $46,609.43, has been received. An additional invoice will follow once the remaining findings are confirmed as removed.

It is recommended that the Board of Education approve the first invoice from SpyGlass, 25777 Detroit Rd, STE 400, Westlake OH 44145, in the amount of $46,609.43, reflecting their portion of the verified savings.

**Investment Period: July 1, 2025 – July 1, 2026**
**Total Investment: $46,609.43**
**Funding Source: District/Operation & Maintenance Funds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** SpyGlass **EMAIL:** ar@spyglass.net

**ADDRESS:** 25777 Detroit Rd. Ste 400, Westlake OH, 44145

**DATES OF SERVICE TO BE COMPLETED:** 7/1/2025 - 7/1/2026

**SCHOOL DISTRICT CONTACT:** Annaka Whiting

**COMPENSATION: $** 46,609.43

**DESCRIPTION OF DUTIES:**

First invoice from SpyGlass to cover 50% of savings identified and implemented to date.

---

**Is this a Subscription/Software: Yes ☐ or No ☒**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requesting School:** RIMSD41 District

**Budget Code:** _____

**Signature of Vendor:** _____ **Date:** _____

**Signature of Budget Administrator:** _____ **Date:** _____

_____ _____

**Superintendent or School Board President** **Date**

Docusign Envelope ID: 3A258473-00E2-4CDC-A9EF-D2366A1DC16B

# SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Rock Island-Milan School District 41** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Illinois, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

**COMPANY**

Rock Island-Milan School District 41

Signature: Signed by: Sharon Williams 4E71D041F4AC403...

Print Name: Sharon Williams

Date: 5/6/2025

**AUDITOR**

The SpyGlass Group, LLC

Signature: DocuSigned by: Ed DeAngelo 07B32E2908A04E2...

Print Name: Edward M. DeAngelo

Date: 5/6/2025

SpyGlass

# Invoice

**The SpyGlass Group, LLC**
**25777 Detroit Rd Ste 400**
**Westlake, OH 44145-2450**
**www.spyglass.net**

| Date | Invoice # |
|---|---|
| 7/31/2025 | 28118 |

**Remit To:**

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450

Email: AR@spyglass.net

**Bill To:**

Rock Island-Milan SD 41
Sharon Williams
2000 7th Avenue
Rock Island, IL 61201

| Terms | Rep | IPM |
|---|---|---|
| Net 10 | JJarv | Jim |

| Description | Qty | Rate | Amount |
|---|---|---|---|
| Contingency consulting fee for monthly Service Elimination / Cost Reduction savings for Voice/Data services. See attached documentation for details. | 12 | 3,229.82 | 38,757.84 |
| Contingency consulting fee for Cost Recovery (retroactive credits) on Voice/Data services. | 0.5 | 129.82 | 64.91 |
| Contingency consulting fee for monthly Service Elimination / Cost Reduction savings for Mobility services. See attached documentation for details. | 12 | 648.89 | 7,786.68 |

**Total** **$46,609.43**

**Alternate payment methods accepted: EFT/ACH/Direct Deposit, Visa, MasterCard, American Express and Discover (no fee)**

**For W9, payment questions or alternate forms of payment contact Accounts Receivable:**
**Phone: 440-471-8764 OR Email: AR@spyglass.net**

# SUMMARY OF CHECKS AND WIRES
## July 31, 2025

**COMPUTERIZED CHECK RUN**

EDUCATION

| Ed Fund CHECKS | | | Ed Fund ACH | | |
|---|---|---|---|---|---|
| V207088-V207173 | | | VA3436-VA3470 | | |
| Education | $ | 710,327.44 | Education | $ | 318,181.99 |
| Transportation | $ | 55,403.04 | Transportation | $ | 709.76 |
| Debt Service Fund | | | Debt Service Fund | | |
| Capital Projects | $ | 304,674.55 | Capital Projects | | |
| Life Safety | | | Life Safety | | |
| Tort Immunity | $ | 4,508.55 | Tort Immunity | | |
| | $ | 1,074,913.58 | | $ | 318,891.75 |
| | | | **TOTAL EDUCATION** | **$** | **1,393,805.33** |

O&M

| O&M CHECKS | | | O&M Fund ACH | | |
|---|---|---|---|---|---|
| B38576-B38594 | $ | 214,203.67 | BA505-BA510 | $ | 50,089.23 |
| | | | **TOTAL O&M** | **$** | **264,292.90** |

HEALTH

| Health Fund CHECKS | | | Health Fund ACH | | |
|---|---|---|---|---|---|
| H906284 | $ | 3,950.94 | HA68 | $ | 1,256.00 |
| | | | **TOTAL HEALTH** | **$** | **5,206.94** |

| | | | | |
|---|---|---|---|---|
| **TOTAL COMPUTERIZED CHECK RUN** | | | **$** | **1,663,305.17** |

**WIRES**

| | | | | |
|---|---|---|---|---|
| Ed, Bldg, Tort Salary Checks | $ | 1,716,253.81 | | |
| Federal Income Tax | $ | 235,625.00 | | |
| OASDI/Medicare | $ | 140,479.68 | | |
| State Withholdings | $ | 103,763.10 | | |
| Teacher's Retirement Systems/IMRF | $ | 227,852.01 | | |
| Employee Deductions | $ | 61,413.50 | | |
| Benefits Payments | $ | 2,886.00 | | |
| **TOTAL WIRES** | **$** | **2,488,273.10** | | |



| | | |
|---|---|---|
| **GRAND TOTAL** | **$** | **4,151,578.27** |

# ROCK ISLAND SCHOOLS



CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 3436 | 08/06/2025 | ACH | P - 97345 | CAMPBELL, JOHN ROBERT | 2,160.29 |
| 3437 | 08/06/2025 | ACH | P - 96303 | COOK-BEHRENS, CAREY LYNN | 77.89 |
| 3438 | 08/06/2025 | ACH | P - 96673 | FUHR, JENNIFER LYNN | 64.89 |
| 3439 | 08/06/2025 | ACH | P - 07846 | MACKENNA, ELIZABETH A | 2,206.11 |
| 3440 | 08/06/2025 | ACH | P - 07108 | MANWEILER, MATTHEW R | 113.96 |
| 3441 | 08/06/2025 | ACH | P - 04786 | MARTIN, MELISSA JEAN | 97.14 |
| 3442 | 08/06/2025 | ACH | P - 06237 | MCDONALD, MICHELE A | 87.71 |
| 3443 | 08/06/2025 | ACH | P - 96010 | MUNSON, LINDSEY SUZANNE | 2,327.75 |
| 3444 | 08/06/2025 | ACH | P - 97149 | SHANNON, AARON DANIEL | 30.31 |
| 3445 | 08/06/2025 | ACH | P - 97191 | THOMPSON, PAULA JO | 53.42 |
| | | | | | ---------- |
| **Total No. of Checks : 10** | | | | **Total Amount :** | **7,219.47** |

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 207088 | 07/31/2025 | Check | V - 19447 | AAA RENTS | 2,684.50 |
| 207089 | 07/31/2025 | Check | V - 11013 | AFSCME COUNCIL 31 | 1,774.62 |
| 207090 | 07/31/2025 | Check | V - 19097 | HIGGINS CORPORATION | 211.48 |
| 207091 | 07/31/2025 | Check | V - 16401 | ASCD | 199.00 |
| 207092 | 07/31/2025 | Check | V - 26302 | AUTISM LITTLE LEARNERS | 2,400.00 |
| 207093 | 07/31/2025 | Check | V - 24732 | BACKGROUND INVESTIGATION BUREAU, LLC | 116.70 |
| 207094 | 07/31/2025 | Check | V - 22296 | BLITT AND GAINES, P.C. | 170.63 |
| 207095 | 07/31/2025 | Check | V - 22296 | BLITT AND GAINES, P.C. | 321.81 |
| 207096 | 07/31/2025 | Check | V - 25948 | CAMELOT THERAPEUTIC SCHOOLS, LLC | 5,337.78 |
| 207097 | 07/31/2025 | Check | V - 24698 | CARTRIDGE INK QUAD CITIES | 1,614.89 |
| 207098 | 07/31/2025 | Check | V - 24303 | CHAMPAIGN-FORD REGIONAL OFFICE #9 | 450.00 |
| 207099 | 07/31/2025 | Check | V - 26506 | CLASSMATES EDUCATIONAL GROUP, INC. | 2,400.00 |
| 207100 | 07/31/2025 | Check | V - 26038 | CMC NEPTUNE LLC | 2,400.00 |
| 207101 | 07/31/2025 | Check | V - 21794 | CORRECT DIGITAL DISPLAYS, INC | 9,250.15 |
| 207102 | 07/31/2025 | Check | V - 26519 | COUNTRY STYLE ICE CREAM | 1,380.00 |
| 207103 | 07/31/2025 | Check | V - 18115 | CRISIS PREVENTION INSTITUTE | 4,969.00 |
| 207104 | 07/31/2025 | Check | V - 26349 | DON CHUYS | 831.00 |
| 207105 | 07/31/2025 | Check | V - 26324 | DUKE FOODS LLC. | 2,805.00 |
| 207106 | 07/31/2025 | Check | V - 25859 | EKON-O-PAC LLC | 6,250.00 |
| 207107 | 07/31/2025 | Check | V - 25184 | EMBRACE EDUCATION | 20,498.76 |
| 207108 | 07/31/2025 | Check | V - 24426 | QUALITY GROUP | 2,034.50 |
| 207109 | 07/31/2025 | Check | V - 15964 | GLOBAL INDUSTRIAL EQUIPMENT | 2,645.94 |
| 207110 | 07/31/2025 | Check | V - 25112 | HARTMAN PUBLISHING | 2,152.86 |
| 207111 | 07/31/2025 | Check | V - 26454 | HORIZON EDUCATION | 18,000.00 |
| 207112 | 07/31/2025 | Check | V - 24106 | NWEA | 85,780.00 |
| 207113 | 07/31/2025 | Check | V - 26209 | HOWIES ATHLETIC TAPE | 2,786.00 |
| 207114 | 07/31/2025 | Check | V - 11475 | HY-VEE FOOD STORE | 495.08 |
| 207115 | 07/31/2025 | Check | V - 19444 | IL ALLIANCE OF ADMINISTRATORS | 1,580.00 |
| 207116 | 07/31/2025 | Check | V - 16693 | IASA | 2,282.78 |
| 207117 | 07/31/2025 | Check | V - 24226 | IOWA JOBS FOR AMERICA'S GRADUATES | 50,000.00 |
| 207118 | 07/31/2025 | Check | V - 11738 | ILLINOIS ASSOCIATION OF SCHOOL BOARDS | 5,180.00 |
| 207119 | 07/31/2025 | Check | V - 12697 | ILLINOIS DEPARTMENT OF | 4,508.55 |
| 207120 | 07/31/2025 | Check | V - 23798 | ILLINOIS HEARTLAND LIBRARY SYSTEM | 420.09 |
| 207121 | 07/31/2025 | Check | V - 10441 | JOHANNES BUS SERVICE INC. | 53,800.53 |
| 207122 | 07/31/2025 | Check | V - 10246 | JOHNSON DISTRIBUTING INC. | 15.00 |
| 207123 | 07/31/2025 | Check | V - 11929 | KAPLAN COMPANIES INC. | 149.44 |
| 207124 | 07/31/2025 | Check | V - 25922 | LAKESHORE LEARNING MATERIALS, LLC | 147.20 |

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 207125 | 07/31/2025 | Check | V - 15950 | LARGE UNIT DISTRICT ASSOC. | 5,924.00 |
| 207126 | 07/31/2025 | Check | V - 24899 | MENARD CONSULTING, INC. | 500.00 |
| 207127 | 07/31/2025 | Check | V - 16165 | VILLAGE OF MILAN | 1,400.00 |
| 207128 | 07/31/2025 | Check | V - 10980 | MODERN WOODMEN OF AMERICA | 40.00 |
| 207129 | 07/31/2025 | Check | V - 25314 | MYSTERY SCIENCE INC | 15,255.00 |
| 207130 | 07/31/2025 | Check | V - 25881 | NAVIGATE 360, LLC | 24,127.14 |
| 207131 | 07/31/2025 | Check | V - 10613 | OFFICE MACHINE CONSULTANT | 494.76 |
| 207132 | 07/31/2025 | Check | V - 25409 | OPEN UP RESOURCES | 8,840.00 |
| 207133 | 07/31/2025 | Check | V - 19416 | PAPA JOHN'S OF IOWA | 397.50 |
| 207134 | 07/31/2025 | Check | V - 10081 | PIZZA & SUBS | 156.80 |
| 207135 | 07/31/2025 | Check | V - 19864 | THE PROPHET CORPORATION | 760.70 |
| 207136 | 07/31/2025 | Check | V - 24361 | QC CUSTOM TEES & MORE | 304.03 |
| 207137 | 07/31/2025 | Check | V - 20222 | QUAD CITY PRESS | 1,128.00 |
| 207138 | 07/31/2025 | Check | V - 11658 | ROCK ISLAND FITNESS AND | 438.73 |
| 207139 | 07/31/2025 | Check | V - 10721 | ROCK ISLAND BOARD OF EDUCATION | 34.00 |
| 207140 | 07/31/2025 | Check | V - 10722 | CITY OF ROCK ISLAND | 210.23 |
| 207141 | 07/31/2025 | Check | V - 18465 | ROCK ISLAND SCHOOL DISTRICT 41 | 234,208.63 |
| 207142 | 07/31/2025 | Check | V - 20536 | ROCK ISLAND PARKS AND RECREATION DEPT. | 69.00 |
| 207143 | 07/31/2025 | Check | V - 16979 | ROCK ISLAND ROTARY | 400.00 |
| 207144 | 07/31/2025 | Check | V - 10706 | REGIONAL OFFICE OF EDUCATION-MOLINE | 300.00 |
| 207145 | 07/31/2025 | Check | V - 12585 | S.J. SMITH CO., INC. | 488.80 |
| 207146 | 07/31/2025 | Check | V - 15071 | SCANTRON CORPORATION | 1,558.03 |
| 207147 | 07/31/2025 | Check | V - 24126 | SCHOOL DATEBOOKS, INC | 1,929.65 |
| 207148 | 07/31/2025 | Check | V - 10476 | SCHOOL SPECIALTY, INC. | 452.37 |
| 207149 | 07/31/2025 | Check | V - 25582 | SCOTT COUNTY SHERIFF | 187.30 |
| 207150 | 07/31/2025 | Check | V - 24411 | SHRED-IT USA | 145.29 |
| 207151 | 07/31/2025 | Check | V - 26145 | SNAP RAISE SNAP | 2,800.00 |
| 207152 | 07/31/2025 | Check | V - 26498 | SOONER CONCRETE | 19,585.00 |
| 207153 | 07/31/2025 | Check | V - 26500 | SPECIAL EDUCATION SERVICES | 10,757.55 |
| 207154 | 07/31/2025 | Check | V - 26501 | SPECIAL EDUCATION SYSTEMS, INC | 2,625.90 |
| 207155 | 07/31/2025 | Check | V - 10803 | SPORTS DEPOT, INC. | 3,385.00 |
| 207156 | 07/31/2025 | Check | V - 24211 | SPRING FORWARD LEARNING CENTER | 43,838.00 |
| 207157 | 07/31/2025 | Check | V - 26508 | STRAIGHTERLINE, INC | 1,500.00 |
| 207158 | 07/31/2025 | Check | V - 26522 | STRIKE FORCE MARTIAL ARTS | 800.00 |
| 207159 | 07/31/2025 | Check | V - 20558 | SUN LIFE FINANCIAL | 860.22 |
| 207160 | 07/31/2025 | Check | V - 23240 | SWANSON CONSTRUCTION COMPANY | 304,674.55 |
| 207161 | 07/31/2025 | Check | V - 26504 | TEACHING STRATEGIES, LLC | 17,625.00 |
| 207162 | 07/31/2025 | Check | V - 26476 | THE I LOVE U GUYS FOUNDATION | 19,500.00 |

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 207163 | 07/31/2025 | Check | V - 26492 | TRANSITION CURRICULUM INC. | 2,000.00 |
| 207164 | 07/31/2025 | Check | V - 26017 | TROPHY WORLD, INC. | 56.00 |
| 207165 | 07/31/2025 | Check | V - 21311 | ULINE, INC. | 1,742.83 |
| 207166 | 07/31/2025 | Check | V - 25969 | THE UNIVERSITY OF ARIZONA GLOBAL CAMPUS | 1,620.00 |
| 207167 | 07/31/2025 | Check | V - 26514 | UNIVERSAL CHEER ASSOCIATION | 26,880.00 |
| 207168 | 07/31/2025 | Check | V - 25313 | UPSLOPE SOLUTIONS | 6,297.75 |
| 207169 | 07/31/2025 | Check | V - 14349 | VIRCO INC | 4,960.80 |
| 207170 | 07/31/2025 | Check | V - 26510 | WAMI SWAG VENTURES INC | 2,015.00 |
| 207171 | 07/31/2025 | Check | V - 23073 | WEST COAST LANYARDS | 1,087.85 |
| 207172 | 07/31/2025 | Check | V - 22260 | WESTERN ILLINOIS UNIVERSITY | 2,408.88 |
| 207173 | 07/31/2025 | Check | V - 24843 | WI SCTF | 100.00 |

**Total No. of Checks : 86** **Total Amount : 1,074,913.58**

# ROCK ISLAND SCHOOLS

## CHECK REGISTER FOR BH OBM - OBM CHECKS - CHECK

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 38576 | 07/31/2025 | Check | V - 26299 | A&A MUFFLER AND LUBE | 61.45 |
| 38577 | 07/31/2025 | Check | V - 26460 | ADVANCED TURF SOLUTIONS, INC | 466.65 |
| 38578 | 07/31/2025 | Check | V - 10409 | AT&T | 271.23 |
| 38579 | 07/31/2025 | Check | V - 26490 | CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. | 1,072.49 |
| 38580 | 07/31/2025 | Check | V - 26491 | DEM SERVICES, INC | 9,370.00 |
| 38581 | 07/31/2025 | Check | V - 10338 | GRAINGER | 316.16 |
| 38582 | 07/31/2025 | Check | V - 22315 | GRAVES ENVIRONMENTAL, INC. | 9,934.00 |
| 38583 | 07/31/2025 | Check | V - 24483 | J&J LOCKS, SAFES & ALARMS | 19.00 |
| 38584 | 07/31/2025 | Check | V - 23698 | J.L. BRADY COMPANY, LLC | 50,857.50 |
| 38585 | 07/31/2025 | Check | V - 18292 | LOWE'S | 927.51 |
| 38586 | 07/31/2025 | Check | V - 14673 | MENARDS, INC. | 192.92 |
| 38587 | 07/31/2025 | Check | V - 10428 | MIDAMERICAN ENERGY COMPANY | 85,845.40 |
| 38588 | 07/31/2025 | Check | V - 10722 | CITY OF ROCK ISLAND | 10,855.80 |
| 38589 | 07/31/2025 | Check | V - 18465 | ROCK ISLAND SCHOOL DISTRICT 41 | 37,284.13 |
| 38590 | 07/31/2025 | Check | V - 23154 | STUARD & ASSOCIATES, INC. | 210.00 |
| 38591 | 07/31/2025 | Check | V - 26443 | SUNBELT RENTALS, INC | 1,033.32 |
| 38592 | 07/31/2025 | Check | V - 21614 | THOMPSON ELECTRONICS COMPANY | 540.00 |
| 38593 | 07/31/2025 | Check | V - 21311 | ULINE, INC. | 4,367.86 |
| 38594 | 07/31/2025 | Check | V - 26116 | VAN-WALL EQUIPMENT, INC. | 578.25 |
| | | | | | ---------- |
| **Total No. of Checks : 19** | | | | **Total Amount :** | **214,203.67** |

**Report Code:** AP_CHECKREG

**Search Criteria:**

| | |
|---|---|
| **Fiscal Year** | **: 2026** |
| **FY Period - Task** | **: 1 - A4** |
| **Start Due Date** | **: None** |
| **End Due Date** | **: None** |
| **Check Date** | **: 07/31/2025** |
| **Reprint Check Date** | **: None** |
| **Separate Check for Each Fund** | **: No** |
| **Group By** | **: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE** |
| **Sort By** | **: VENDOR_SHORT_NAME** |
| **Sort Employee Checks By Pay Location** | **: No** |

# ROCK ISLAND SCHOOLS



## CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 3446 | 08/06/2025 | ACH | V - 24046 | HUDL | 20,000.00 |
| 3447 | 08/06/2025 | ACH | V - 25525 | AMAZON.COM SERVICES, INC. | 19,619.44 |
| 3448 | 08/06/2025 | ACH | V - 26513 | BSN SPORTS LLC | 3,039.21 |
| 3449 | 08/06/2025 | ACH | V - 25711 | CULLIGAN OF DAVENPORT | 5.00 |
| 3450 | 08/06/2025 | ACH | V - 18471 | DELL INC. | 220.31 |
| 3451 | 08/06/2025 | ACH | V - 26489 | DOORS, INC | 370.00 |
| 3452 | 08/06/2025 | ACH | V - 26108 | EMPIRICAL EDUCATION, INC. | 46,149.16 |
| 3453 | 08/06/2025 | ACH | V - 23942 | FRONTLINE EDUCATION | 77,230.68 |
| 3454 | 08/06/2025 | ACH | V - 10355 | HANDY TRUE VALUE HARDWARE | 160.26 |
| 3455 | 08/06/2025 | ACH | V - 12439 | ILLINOIS PRINCIPALS ASSOCIATION | 449.00 |
| 3456 | 08/06/2025 | ACH | V - 24935 | JUMPCLOUD INC. | 15,708.00 |
| 3457 | 08/06/2025 | ACH | V - 24908 | KOHL WHOLESALE | 630.20 |
| 3458 | 08/06/2025 | ACH | V - 15989 | MAINSTREAMUSA INC. | 8,510.83 |
| 3459 | 08/06/2025 | ACH | V - 16557 | PERFORMANCE HEALTH SUPPLY CO. | 903.09 |
| 3460 | 08/06/2025 | ACH | V - 24216 | PROJECT LEAD THE WAY, INC | 5,897.00 |
| 3461 | 08/06/2025 | ACH | V - 25751 | QUALITY CONTROLLED STAFFING, INC. | 709.76 |
| 3462 | 08/06/2025 | ACH | V - 15821 | RENAISSANCE LEARNING, INC. | 2,007.11 |
| 3463 | 08/06/2025 | ACH | V - 25681 | SHI INTERNATIONAL CORP | 81,105.25 |
| 3464 | 08/06/2025 | ACH | V - 19712 | STAPLES ADVANTAGE | 190.76 |
| 3465 | 08/06/2025 | ACH | V - 26256 | VERIFENT | 750.00 |
| 3466 | 08/06/2025 | ACH | V - 19762 | WEST MAINTENANCE, INC. | 5,365.00 |

**Total No. of Checks : 21** **Total Amount : 289,020.06**

# ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH HEALTH INS - HEALTH INSURANCE - ACH

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 68 | 08/06/2025 | ACH | V - 18449 | WORTHINTON-OLSON, INC. | 1,256.00 |

**Total No. of Checks : 1** **Total Amount : 1,256.00**

# ROCK ISLAND SCHOOLS

## CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 505 | 08/06/2025 | ACH | V - 25525 | AMAZON.COM SERVICES, INC. | 3,058.24 |
| 506 | 08/06/2025 | ACH | V - 26489 | DOORS, INC | 36.00 |
| 507 | 08/06/2025 | ACH | V - 17235 | GREENWOOD CLEANING SYSTEMS, IN | 14,314.47 |
| 508 | 08/06/2025 | ACH | V - 10355 | HANDY TRUE VALUE HARDWARE | 622.90 |
| 509 | 08/06/2025 | ACH | V - 10568 | KONE INC. | 17,191.30 |
| 510 | 08/06/2025 | ACH | V - 23695 | MIDWEST ALARM SERVICES | 14,866.32 |
| | | | | | ---------- |
| **Total No. of Checks : 6** | | | | **Total Amount :** | **50,089.23** |

**Report Code:** AP_CHECKREG

**Search Criteria:**

| | |
|---|---|
| **Fiscal Year** | **: 2026** |
| **FY Period - Task** | **: 1 - A5** |
| **Start Due Date** | **: None** |
| **End Due Date** | **: None** |
| **Check Date** | **: 07/31/2025** |
| **Reprint Check Date** | **: None** |
| **Separate Check for Each Fund** | **: No** |
| **Group By** | **: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE** |
| **Sort By** | **: VENDOR_SHORT_NAME** |
| **Sort Employee Checks By Pay Location** | **: No** |

# ROCK ISLAND SCHOOLS



CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 3467 | 08/01/2025 | ACH | V - 26444 | AMERITAS LIFE INSURANCE CORP | 6,675.43 |
| 3468 | 08/01/2025 | ACH | V - 26278 | COMBINED INSURANCE COMPANY OF AMERICA | 513.28 |
| 3469 | 08/01/2025 | ACH | V - 11015 | IMRF ACCOUNT | 11,267.28 |
| 3470 | 08/01/2025 | ACH | V - 26286 | RELIANCE STANDARD LIFE INSURANCE COMPANY | 4,196.23 |
| | | | | | ---------- |
| **Total No. of Checks : 4** | | | | **Total Amount :** | **22,652.22** |

**Report Code:** AP_CHECKREG

**Search Criteria:**

| | |
|---|---|
| **Fiscal Year** | **: 2026** |
| **FY Period - Task** | **: 1 - A6** |
| **Start Due Date** | **: None** |
| **End Due Date** | **: None** |
| **Check Date** | **: 07/31/2025** |
| **Reprint Check Date** | **: None** |
| **Separate Check for Each Fund** | **: No** |
| **Group By** | **: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE** |
| **Sort By** | **: VENDOR_SHORT_NAME** |
| **Sort Employee Checks By Pay Location** | **: No** |

# ROCK ISLAND SCHOOLS



CHECK REGISTER FOR BH HEALTH INS - HEALTH INSURANCE - CHECK

**Report Code:** AP_CHECKREG

| CHECK NO. | CHECK DATE | TYPE | VENDOR TYPE - ID | VENDOR NAME | AMOUNT |
|---|---|---|---|---|---|
| 906284 | 07/23/2025 | Check | V - 25115 | DEPARTMENT OF THE TREASURY | 3,950.94 |

**Total No. of Checks : 1** **Total Amount : 3,950.94**

**Report Code:** AP_CHECKREG

**Search Criteria:**

| | |
|---|---|
| **Fiscal Year** | **: 2026** |
| **FY Period - Task** | **: 1 - A9** |
| **Start Due Date** | **: None** |
| **End Due Date** | **: None** |
| **Check Date** | **: 07/23/2025** |
| **Reprint Check Date** | **: None** |
| **Separate Check for Each Fund** | **: No** |
| **Group By** | **: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE** |
| **Sort By** | **: VENDOR_SHORT_NAME** |
| **Sort Employee Checks By Pay Location** | **: No** |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: August 12, 2025
Re: Builders Risk Policy

The district is required to maintain a Builder's Risk insurance policy for the duration of the Aquatic Center construction to ensure appropriate coverage for potential property damage, theft, vandalism, or other unforeseen losses that may occur during the course of the project.

The proposed policy will be issued by Cincinnati Insurance and secured through the district's insurance broker, Gallagher. This coverage is a standard requirement for major capital projects and provides an essential layer of financial protection while construction is underway.

**It is recommended that the Board of Education approve the cost of $17,871 for the Builder's Risk insurance policy, which will remain in effect for the full duration of the construction project.**

**Investment Period: July 1, 2025 – July 1, 2027**
**Total Investment: $17,871**
**Funding Source: Bond Proceeds**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Proposal of Insurance

**Rock Island Milan School District #41**
2000 7TH Ave
Rock Island, IL 61201

Presentation Date: July 31, 2025

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293



Gallagher
Insurance | Risk Management | Consulting

# Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve our goal of a competitively priced program that protects your risk and exposures. We are recommending that you place your insurance program as shown below.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Builders Risk

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Flood

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

**To Bind Coverage:**

Please refer to the attachment document titled, ***"Client Authorization to Bind Coverage":***

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

**Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.**

Sincerely,
*Debbie Taylor*

Debbie Taylor, CIC
Client Service Director

Enclosure

Gallagher
Insurance | Risk Management | Consulting

# Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| *Service Team* | *Role* | *Email* | *Phone* |
|---|---|---|---|
| **Kevin O'Hara**<br>Producer | Producer | Kevin_OHara@ajg.com | (309) 948-2226 (p) |
| **Debbie Taylor, CIC**<br>Client Service Director | Client Service Manager | Debbie_Taylor@ajg.com | (309) 948-2221 (p) |
| **Kevin Doyle**<br>Regional Claims Leader | Claims Advocate (P&C) | Kevin_Doyle1@ajg.com | (630) 285-3963 |
| **Ash Ajith**<br>Loss Control Analyst | Loss Control Representative | Ash_Ajith@ajg.com | (217) 233-3347 |



Gallagher
Insurance | Risk Management | Consulting

# Premium Summary

The estimated program cost for the options are outlined in the following table:

| Line of Coverage | | Expiring | Renewal Option |
|---|---|---|---|
| | | | The Cincinnati Insurance Company |
| **Builders Risk** | Premium | N/A | $17,739.00 |
| | **Estimated Cost*** | | **$17,871.00** |
| | Change ($) | | |
| | Change (%) | | |
| **Total Cost** | | | **$17,871.00** |

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Builders Risk, Automobile, Public Official Bond, Package (Crime, Equipment Floater Inland Marine, General Liability, Professional Lines Other Services, Equipment Breakdown, Property) Umbrella, Cyber Liability, Accidental Death & Dismemberment, Student accident, Professional Lines Other Services, Wind Buy – Back, Workers Compensation.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

# Named Insured

| Named Insured | Builders Risk |
|---|---|
| Rock Island Milan School District #41 | X |

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



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# Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| Line Of Coverage | Insurance Company ** (AM Best Rate/Financial Strength) | Market Response * | Admitted *** |
|---|---|---|---|
| Builders Risk | The Cincinnati Insurance Company (A+ XV) | Recommended Quote | Admitted |

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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# Coverage Highlights

**Builders Risk**

| | Recommended Quote |
|---|---|
| **Policy Term** | **08/15/2025 – 12/15/2026** |
| Carrier Information | The Cincinnati Insurance Company |
| Payment Plan | Full Pay |
| Payment Method | Direct Bill |
| **Premium & Exposures** | |
| Builders Risk Premium | $17,739.00 |
| Terrorism – TRIA (additional) | $132.00 |
| **Estimated Cost** | **$17,871.00** |
| Exposure / Total Insurable Value as of 8/15/2025 | $14,968,494 |
| Auditable / Frequency | Not Auditable |
| Valuation | Replacement Cost |
| Coinsurance | Coinsurance 100% - Builders Risk-Non Reporting Loc.#/Bldg.#1/1 |
| Perils Covered (Special) | Applies |
| **Core Builders Risk Coverages** | |
| Builders Risk-Non Reporting | $14,968,494 Loc.#/Bldg.#1/1 |
| Soft Cost | $1,066,942 Loc.#/Bldg.#1/1 |
| Earthquake | $1,000,000 Loc.#/Bldg.#1/1 |
| Equipment Breakdown | Included |
| Flood | $1,000,000 Loc.#/Bldg.#1/1 |
| **Endorsements including but not limited to:** | |
| Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements. | |
| **Exclusions including but not limited to:** | |
| Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements. | |
| **Builders Risk Deductible** | |
| Theft Deductible | $50,000 |
| Deductible | $50,000 |
| Earthquake | $50,000 |
| Flood | $50,000 |
| **Binding Requirements** | |
| Certified Acts And Other Acts Of Terrorism Insurance Rejection Form - Illinois | |



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# Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

**Reporting Direct to Carrier [Only When Applicable]**

| Coverage(s): Builders Risk | Immediately report claims directly to: |
|---|---|
| **Insurer:** The Cincinnati Insurance Company<br><br>**Policy Term:** 08/15/2025 – 12/15/2026 | Insurer/TPA Name: The Cincinnati Insurance Company<br>Phone: 877-242-2544 or 513-870-2000<br>Fax:<br>Email: claimsmaindesk@cinfin.com<br>Web: https://www.cinfin.com/claims |

**Reporting to Gallagher or Assistance in Reporting**

| Coverage(s): Builders Risk | Immediately report claims directly to: |
|---|---|
| **Gallagher Claim Center**<br><br>**Policy Term:** 08/15/2025 – 12/15/2026 | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: ggb.nrcclaimscenter@ajg.com |



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# Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

**Proposal Disclaimer**

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

**Compensation Disclosure**

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

**TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

**Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



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## Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

### Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

### Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/ . Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.



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**Dispute Resolution**

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

**Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

**Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

# Compensation Disclosure Schedule

**Client Name:** Rock Island Milan School District #41

| Coverage(s) | Carrier Name(s) | Wholesaler, MGA, Or Intermediary Name[1] | Est. Annual Premium[2] | Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee |
|---|---|---|---|---|
| Builders Risk | The Cincinnati Insurance Company | N/A | $17,739.00 | N/A |

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- Accident & Health: 15-25%
- Aviation: 14-15%
- Contract Bonds: 20-30%
- All Other Bonds/Surety: 30-35%
- Builders Risk: 15-18%
- Property: 15-22%
- Inland Marine: 20-22.5%
- Ocean Marine: 15-17.5%
- Casualty: 14-15%
- Commercial Auto: 12.5-15%
- Package / Business Owners Package: 15-16.8%
- Workers Compensation: 8-11%
- All Other Commercial: 10-20%
- Executive/Professional Lines: 15-17.5%
- Medical Malpractice: 10-12%

**Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.**

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Include if applicable: Gallagher Companies receive additional compensation from the carrier for services performed on behalf of the carrier which would normally be considered part of the carrier's operating expenses. These services include but are not limited to underwriting, rating and policy issuance.



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Rock Island Milan School District #41

# Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 07/31/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| | *Coverage/Carrier* |
|---|---|
| ☐ **Accept** ☐ **Reject** | **Builders Risk**<br>The Cincinnati Insurance Company |
| ☐ **Accept** ☐ **Reject** | **TRIA - Builders Risk** |

**Additional Recommended Coverages**

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

| **Coverage Amendments and Notes:** |
|---|

_____

_____



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**Exposures and Values**

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

**Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____



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# □ The Cincinnati Insurance Company
# □ The Cincinnati Casualty Company
# □ The Cincinnati Indemnity Company

## CERTIFIED ACTS AND OTHER ACTS OF TERRORISM INSURANCE REJECTION FORM - ILLINOIS

You should read this document carefully and contact us or your agent if you have any questions regarding insurance coverage for Certified Acts of Terrorism and Other Acts of Terrorism. No coverage is provided by this document.

Under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. For information regarding the availability of coverage for Certified Acts and Other Acts of Terrorism, subject to an additional premium, please refer to Policyholder Notice Terrorism Insurance Coverage IA 4236.

The undersigned policyholder or applicant acknowledges and understands that terrorism insurance coverage has been offered pursuant to the Terrorism Risk Insurance Act and its amendments and the policyholder has chosen to reject coverage for Certified Acts and Other Acts of Terrorism.

The rejection of coverage for Terrorism is valid and binding on all insureds and persons claiming benefits under the policy/application specified below.

This rejection of coverage for Terrorism will apply to the renewal, reinstatement, substitute, amended, altered, or modified policy specified below unless the Named Insured makes a written request to the company to exercise a different option.

**Your Acknowledgment:**

By signing below, I acknowledge that:

1. I intend that my selection will apply to me and to all other persons or organizations that may be eligible for coverage under this policy.
2. I understand that my selection applies to all subsequent renewals or amendments of my policy unless I request otherwise in writing.
3. I have read and understand the purpose and content of this form and the consequences of my selection.
4. I am legally authorized to make decisions concerning the purchase of Terrorism Insurance Coverage.

Name of Insurance Company

Policy/Application Number

Policyholder/Applicant

Applicant Signature Date

Agent

Agent Signature Date

Gallagher

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Arthur J. Gallagher Risk
Management Services, LLC
220 EMERSON PL STE 200
DAVENPORT, IA 52801
563-322-3521

# Builders Risk Insurance Proposal

## ROCK ISLAND-MILAN SCHOOL DISTRICT 41

2000 7TH AVE
ROCK ISLAND, IL 61201

**Proposed Policy Period**
08/15/2025 - 12/15/2026

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

cinfin.com

**Proposal valid for 60 days from the date quote was created.**

Date Prepared 07/29/2025

**This is not a policy.**

## PREMIUM SUMMARY

### The Cincinnati Insurance Company

Named Insured: ROCK ISLAND-MILAN SCHOOL DISTRICT 41

Address: 2000 7TH AVE
ROCK ISLAND, IL 61201

Agency: Arthur J. Gallagher Risk Management Services, LLC

Proposed Policy Period: 08/15/2025 - 12/15/2026

| Coverage | Premium |
|---|---|
| Inland Marine | $17,739 |
| Terrorism | $132 |
| **Total Term Premium** | **$17,871.00** |

Our proposals show term premiums. Your premium will be billed based on your policy term.

Please see your policy or contact your agent for more information about your total premium.

Subject to:

- Job site perimeter fencing
- Hot work program with a fire watch for an hour

Ask your agent about various billing and payment options.



This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

Cincinnati reserves the right to requote the business if you request changes to this quote, if information used to develop the quote changes, or if you accept only portions of the total coverage offered. Acceptability of the risk presented by you and use of scheduled credits or debits is subject to approval by Cincinnati.

Please recycle.

The information in this quote is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. “The Cincinnati Insurance Companies”, “Cincinnati Insurance” and “Cincinnati” refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2022 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policies, including state specific information, please visit https://www.cinfin.com/privacy-policy.

The Cincinnati Advantage

# LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

## Ratings

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

**A.M. Best Co. – A+ (Superior)**
This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

**Fitch Ratings – A+ (Strong)**
Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

**Moody's Investors Service – A1 (Good Financial Security)**
Moody's A1 rating of the standard market property casualty group is supported by Cincinnati's entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

**S&P Global Ratings – A+ (Strong)**
S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

**Service**
Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit *cinfin.com*. © 2023 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



Adv. 336 (2/23)



Please recycle.

# POLICY NAMED INSURED SCHEDULE

| NAME |
| --- |

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

Cincinnati reserves the right to requote the business if you request changes to this quote, if information used to develop the quote changes, or if you accept only portions of the total coverage offered. Acceptability of the risk presented by you and use of scheduled credits or debits is subject to approval by Cincinnati.



Please recycle.

The information in this quote is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. “The Cincinnati Insurance Companies”, “Cincinnati Insurance” and “Cincinnati” refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2022 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policies, including state specific information, please visit https://www.cinfin.com/privacy-policy.

## POLICY LOCATION SCHEDULE

| LOC# | BLDG# | Address | City | State | ZIP |
|---|---|---|---|---|---|
| 1 | 1 | 1400 25TH AVE | ROCK ISLAND | IL | 61201 |

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

Cincinnati reserves the right to requote the business if you request changes to this quote, if information used to develop the quote changes, or if you accept only portions of the total coverage offered. Acceptability of the risk presented by you and use of scheduled credits or debits is subject to approval by Cincinnati.



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## INLAND MARINE

Virtually every business needs inland marine insurance for items not confined to one location, such as computers, mobile equipment and products in transit.

Cincinnati Insurance provides an array of competitive coverage forms tailored for your unique insurance needs, including:

- Contractors' equipment
- Builders' risk
- Transportation coverage
- Electronic data processing equipment
- Installation floaters

We work closely with your independent agent to provide the insurance protection that you need.

| ALL LOCATIONS | LIMIT | PREMIUM |
|---|---|---|
| **Builders Risk - Extended Coverage Plus** | | $667.00 |
| **LOCATION 1 - - 1400 25TH AVE, ROCK ISLAND, IL 61201** | | |
| **BUILDING 1** | | |
| **Builders Risk-Non Reporting** | $14,968,494 | $12,980.00 |
| Theft Deductible: 50,000 | | |
| Coinsurance: 100% | | |
| Deductible: 50,000 | | |
| Type: Commercial | | |
| Wind and Hail Exclusion: No | | |
| Permission to Occupy Greater than 60 Days: No | | |
| Rehabilitation and Renovation: No | | |
| Contingent: No | | |
| Escalation Clause: No | | |
| Soft Cost | $1,066,942 | $1,045.00 |
| Number of Days: 5 | | |
| Maximum Period of Delay: 365 | | |
| Earthquake | $1,000,000 | $161.00 |
| Deductible: 50,000 | | |
| Equipment Breakdown | | $1,552.00 |
| Flood | $1,000,000 | $1,334.00 |
| Deductible: 50,000 | | |
| **TOTAL INLAND MARINE PREMIUM** | | $17,739.00 |

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THE CINCINNATI ADVANTAGE: RISK MANAGEMENT SOLUTIONS

# BUILDERS' RISK PROTECTION REQUIREMENTS

On builders' risk projects, taking proactive measures is essential to preventing loss and controlling common exposures associated with construction sites. Develop a plan to address common exposures before work begins, taking into consideration the need for fire prevention, site exposure evaluation and security measures implementation.

## OSHA Construction Site Security and Fire Safety Requirements for All Builders' Risks

These standards are minimum requirements to follow for all builders' risk exposures:

**Site Lighting:** OSHA 1926.56(a) requires that construction areas, ramps, runways, corridors, offices, shops and storage areas shall be lighted while any work is in progress.

**Flammable Liquid Storage:** 1926.152(a) states that only approved containers and portable tanks shall be used for storage and handling of flammable liquids. Ensure storage is outside of the structure.

**General Housekeeping:** 1926.25(a) requires all refuse and construction debris to be kept cleared from work and storage areas, passageways and stairs in and around buildings and other structures.

**Cooking:** Use of grills, hot plates, microwaves or any other food cooking devices within or near buildings under construction increases the fire risk. Cook only outside of and away from buildings under construction and temporary structures in an approved cooking area. NFPA 241 contains sections on fire protection, approved cooking areas and distances for temporary structures.

**Dumpster Location:** NFPA 241 requires that open-topped dumpsters containing combustible materials are emptied or moved to at least 35' from combustible structures at the end of each work shift.

**Fire Extinguisher Placement:** 1926.150(c)(1)(i) mandates a fire extinguisher, rated not less than 2A, shall be provided for each 3,000 square feet of the protected building area, or major fraction thereof. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 100 feet.

**Hot Work Program with Fire Watch:** A hot work program includes measures, inspections and permissions for hot work activities on the construction site. To learn more, refer to Cincinnati's Loss Control Technical Bulletin No. 93, Hot Work Fire Protection and Permit System. NFPA 241 and OSHA 1926.352(e) necessitate that when welding, cutting or heating operations are in progress and completed, additional personnel will guard against fire during the operation and for a minimum of 60 minutes after completion of the work to ensure that no possibility of fire exists.

**Temporary Heating:** Use temporary heaters that are listed in accordance with manufacturer's instructions, supervised and regularly inspected. In frame and enclosed structures, use indirect fired units outside of the structure and duct the heat into the enclosed area. NFPA 241 identifies prohibiting all direct fired units in large frame and mass timber construction.

## Builders' Risk Site Security and Fire Safety Protection and Detection Requirements

In addition to standard builders' risk requirements, these additional measures help to prevent and mitigate losses to buildings under construction. Refer to your site-specific insurance proposal, local independent agent or Cincinnati Insurance loss control consultant to discuss specific project requirements.

- ☐ **Job Site Perimeter Fencing** – Install 6-foot high chain link fence with locking gates in strategic locations. Make sure to secure them during non-working hours. To control the attractive nuisance exposure, install opaque mesh fabric attached to the fence.
- ☐ **Water Flow Control on Domestic and Fire Water Lines** – Install and identify shut-off valves to control water flow on new and renovated buildings under construction. Place the valves in an off position at end of day and non-working hours.
- ☐ **Wet Work Program in Construction** – Implement a wet work program for the construction project to identify the water systems with the goal of preventing, detecting and responding to unwanted water flow events. Contact your Cincinnati Insurance Loss Control consultant for program resources.

**Select items require central station monitoring to initiate response by local authorities:**

- ☐ **Cameras/Video Monitoring** – Install to allow monitoring of the entire project/structure footprint. It is recommended to consult a qualified security professional for placement and layout.
- ☐ **Heat/Fire Detection** – Use UL-listed wired or wireless rate of rise sensors per NFPA 72 and manufacturer requirements to ensure adequate detecting coverage on each floor of structure. Rate of rise sensors transmit an instant signal if the ambient temperature increases 10°-15° degrees or more per minute, or if the ambient temperature rises above 194°.
- ☐ **Motion Detectors** – Use electronic passive infrared motion sensors spaced per manufacturer's instructions to ensure detection in 1st floor corridors, outside stairwell access points and project access points.
- ☐ **Water Flow Monitoring on Domestic and Fire Water Lines** – Install electronic monitored flow devices in domestic, fire and other pressurized water systems. The flow devices will transmit signals to the central station system, alarming to any unmitigated flow allowing for rapid response and the initiation of your wet work program.

To assist with the technology solutions, The Cincinnati Insurance Companies have teamed up with Tattletale Portable Alarm Systems Inc. to offer our commercial policyholders access to portable alarm and building system monitoring at discounted rates. Tattletale offers instant, portable, wireless monitoring for numerous exposures including customizable solutions for construction site protection needs. Refer to *https://www.cinfin.com/business-insurance/loss-control/alliances/portable-alarm-systems* or to the QR code for additional details.

As you review these guidelines, remember that each job site presents unique exposures and that these directives may vary based on the type of construction, the work being performed, the size of the building or structure and the location of the project.

Our loss control service is advisory only and should not be interpreted as legal advice. This list is not intended to be all-inclusive, nor will every exposure or control listed apply to each risk. We assume no responsibility for management or control of customer loss control activities nor for implementation of recommended corrective measures. The information in this publication was compiled from sources believed to be reliable for informational purposes only. All sample policies and procedures herein should serve as a guide only, used to create your own policies and procedures. We do not warrant that requirements of any federal, state or local law, regulation or ordinance have or have not been met, nor that compliance with any or all of the recommendations stated herein will guarantee coverage under any specific factual scenario. Changes to your operations may impact coverage under your insurance policy. We do not warrant to have identified all hazards. We do not guarantee the accuracy of the information contained herein, and disclaim any liability arising out of reliance on information contained herein. The selection of a particular service provider is the independent choice of the policyholder. Service providers are not affiliated with The Cincinnati Insurance Companies. Cincinnati and its employees make no warranties and assume no liability for services, products or loss control measures provided by service providers.

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The Cincinnati Insurance Company

**Business Insurance**

# EQUIPMENT BREAKDOWN COVERAGE FOR BUILDERS' RISK

Stay On Schedule

## Be prepared for the unexpected

Equipment breakdown coverage can prevent an unexpected accident from upsetting your busy contracting schedule. When a loss to new machinery or equipment is caused by sudden and accidental breakdown during installation, you have protection. A quick response to your claim can help you to stay on schedule.

## Complete your coverage

Add equipment breakdown coverage to your existing Cincinnati Insurance Company's Builders' Risk insurance, and it may cover the costs to repair or replace items in situations similar to these examples:

- When a large air conditioning unit is turned on for testing, the motor short circuits due to an electrical power surge.
- When an expensive control panel is turned on for the first time, an electrical arc destroys it.
- The crankshaft breaks in an emergency generator when it is tested after installation.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

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# BUILDERS' RISK EXTENDED COVERAGE PLUS ENDORSEMENT

Builders' Risk Inland Marine Coverage Form, MA112, with
Builders' Risk Inland Marine Extended Coverage Endorsement and Supplemental Schedule, MA258

Coverage for nonreporting projects involving new ground-up construction only and single building or structure of superior construction[1] with completed value limits higher than $10 million. This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in a sales proposal replace the standard limits listed below. For complete details of the terms, conditions, limitations and exclusions, please see the policy.

| BUILDERS' RISK WITHOUT AND WITH EXTENDED PLUS ENDORSEMENT | | |
|---|---|---|
| **Coverage feature** | **MA112** | **MA112 with MA258** |
| Claims preparation expense | $10,000 | $50,000 |
| Construction contract penalty | $10,000 | $100,000 |
| Debris removal – additional amount | $25,000 | $500,000 |
| Emergency removal expenses | $10,000 | $100,000 |
| Emergency removal number of days | 30 days | 60 days |
| Escalation of limit | Not included | Up to 5% of limit, maximum $500,000 |
| Expediting expenses | $25,000 | $250,000 |
| Fire department service charges (not available in AZ) | $10,000 | $100,000 |
| Fire protection equipment recharge | $10,000 | $50,000 |
| Fraud and deceit | $50,000 | $100,000 |
| Fungi, wet rot, dry rot and bacteria (not available in NY) | $15,000, 12-month period | $50,000, 12-month period |
| Ordinance or law new construction:<br>Cov. B – Demolition cost<br>Cov. C – Increased construction costs | <br>$50,000<br>$50,000 | <br>$1 million<br>$1 million |
| Pollutant clean up and removal | $25,000, 12-month period | $100,000, 12-month period |
| Rewards | $10,000 | $25,000 |
| Soft costs | $25,000 | $100,000 |
| Temporary structures expense | $10,000 | $50,000 |
| Transit and storage locations | $50,000 | $500,000 |
| Trees, shrubs, plants and lawns | $10,000 per occurrence<br>$500 limit per item | $50,000 per occurrence<br>$500 limitper item |
| Valuable papers and records | $25,000 | $100,000 |

[1] Superior construction includes buildings that are masonry noncombustible, masonry fire resistant and fire resistant.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2024 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141..

## FORM SCHEDULE

| FORM NUMBER | COVERAGE PART | FORM NAME |
|---|---|---|
| IA108 12/2009 | General Policy | Summary Of Premiums Charged |
| IA325 01/2023 | General Policy | War Exclusion |
| IA327IL 07/2023 | General Policy | Nuclear, Biological, Chemical and Radiological Hazards Exclusion - Illinois |
| IA4236 06/2020 | General Policy | Policyholder Notice Terrorism Insurance Coverage |
| IA4238 01/2015 | General Policy | Cap On Losses From Certified Acts Of Terrorism |
| IA4338 05/2024 | General Policy | Signature Endorsement |
| IA4443 04/2025 | General Policy | CLD Policy Cover Letter |
| IA4521 03/2020 | General Policy | Notice Of Privacy Practices |
| IA4991 06/2017 | General Policy | Commission Schedule |
| IA509 01/2012 | General Policy | Common Policy Declarations |
| IA904 04/2004 | General Policy | Schedule of Locations |
| IL0017 11/1998 | General Policy | Common Policy Conditions |
| IP409IL 01/1991 | General Policy | Important Information To Policyholders Illinois |
| IP446 08/2001 | General Policy | Notice To Policyholders |
| MA112 02/2021 | IM Builders Risk Non Reporting | Builders' Risk Inland Marine Coverage Form |
| MA214 02/2021 | IM Builders Risk Non Reporting | Builders' Risk Inland Marine Flood Endorsement |
| MA216 02/2021 | IM Builders Risk Non Reporting | Builders' Risk Inland Marine Earthquake And Volcanic Eruption Endorsement |
| MA229 02/2021 | IM Builders Risk Non Reporting | Soft Costs, Rental Income And Earnings Endorsement |
| MA242 02/2021 | IM Builders Risk Non Reporting | Equipment Breakdown Coverage (Excluding Production Equipment) |
| MA258 02/2021 | IM Builders Risk Non Reporting | Builders' Risk Inland Marine Extended Coverage Plus Endorsement and Supplemental Schedule |
| MA323 07/2021 | IM Builders Risk Non Reporting | Amendment of Coverage - Cyber Incident Exclusion |
| MA4070IL 02/2015 | IM Builders Risk Non Reporting | Illinois Changes - Artificially Generated Current Exclusion |
| MA489IL 02/2021 | IM Builders Risk Non Reporting | Illinois Changes |
| MA561 02/2021 | IM Builders Risk Non Reporting | Builders' Risk Inland Marine Coverage Part Declarations |

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The Cincinnati Insurance Companies

**Business Insurance**

# CINCINNATI BILLED POLICIES — PAYMENT PLANS AND OPTIONS

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

## For policies billed by Cincinnati

You'll receive billing statements from and pay your insurance premiums directly to Cincinnati. Save up to $5 for each installment when you pay your premiums using electronic funds transfer.

## Pay plan options

*Monthly:*

- no minimum annual premium
- installment fees up to $5 apply for each payment, unless paid using EFT

*Quarterly and semi-annual:*

- no minimum annual premium
- first installment due at policy inception
- fees up to $5 apply for each installment, unless paid using EFT

*Annual:*

- full payment due at policy inception
- no installment fees apply

## Payment options

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

**Electronic funds transfer:**

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas or Nevada)
- If you initially choose another payment option, Cincinnati includes a prefilled EFT form with your first account statement and/or premium notice, giving you the option to switch to EFT for future payments.

**Online:**

- Visit *cinfin.com* to pay online.
- To set up an online payment, refer to your Cincinnati account statement or premium-due notice for the information you need.
- You can pay by Visa®, MasterCard® or Discover® card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a single payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).
- For assistance with online payment services, please call 888-242-0888.

**By phone:**

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement and/or premium-due notice for the information you need.
- You can pay by Visa, MasterCard or Discover card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).

**By check:**

- Please pay by check and send through the mail, allowing sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, Cincinnati, OH, P.O. Box 145620, 45250-5620.

Your agent can help you choose the pay plan and payment method that best fits your needs.

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**Business Insurance**

# TERRORISM COVERAGE

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

## What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of $5 million or more.

## Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

## Renewal policies

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you ***do not*** wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

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# □ The Cincinnati Casualty Company
# □ The Cincinnati Indemnity Company

# CERTIFIED ACTS AND OTHER ACTS OF TERRORISM INSURANCE REJECTION FORM - ILLINOIS

You should read this document carefully and contact us or your agent if you have any questions regarding insurance coverage for Certified Acts of Terrorism and Other Acts of Terrorism. No coverage is provided by this document.

Under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. For information regarding the availability of coverage for Certified Acts and Other Acts of Terrorism, subject to an additional premium, please refer to Policyholder Notice Terrorism Insurance Coverage IA 4236.

The undersigned policyholder or applicant acknowledges and understands that terrorism insurance coverage has been offered pursuant to the Terrorism Risk Insurance Act and its amendments and the policyholder has chosen to reject coverage for Certified Acts and Other Acts of Terrorism.

The rejection of coverage for Terrorism is valid and binding on all insureds and persons claiming benefits under the policy/application specified below.

This rejection of coverage for Terrorism will apply to the renewal, reinstatement, substitute, amended, altered, or modified policy specified below unless the Named Insured makes a written request to the company to exercise a different option.

**Your Acknowledgment:**

By signing below, I acknowledge that:

1. I intend that my selection will apply to me and to all other persons or organizations that may be eligible for coverage under this policy.
2. I understand that my selection applies to all subsequent renewals or amendments of my policy unless I request otherwise in writing.
3. I have read and understand the purpose and content of this form and the consequences of my selection.
4. I am legally authorized to make decisions concerning the purchase of Terrorism Insurance Coverage.

Name of Insurance Company

Policy/Application Number

Policyholder/Applicant

Applicant Signature Date

Agent

Agent Signature Date

The Cincinnati Insurance Companies

# ABOUT US

Building Trust and Following the Golden Rule

THE CINCINNATI INSURANCE COMPANIES

*Everything Insurance Should Be®*

## FULFILLING OUR PROMISES

For more than 70 years, we have been working with independent agents to provide the appropriate coverages to help you restore your livelihood and regain a sense of stability in the community after disaster strikes.

Choosing Cincinnati Insurance means that beyond the appropriate products and services, you value consistency and quality in your insurance buying decisions. You can trust Cincinnati to lead with financial strength, and keep our promises by paying all that is due under each policy contract.

**Earning your trust**

Consider the Cincinnati experience from the viewpoint of others by visiting *cinfin.com/service* to review service stories and videos.

**More than 90% of our policyholders are highly satisfied with the overall claims process, based on almost 27,000 standard lines auto and property policyholders responding to claims satisfaction surveys with an 8, 9 or 10 on a 10-point scale[1].**

**Leading with financial strength**

Ranking among the nation's top 25 property casualty insurers groups, based on net written premiums, we've been included among a select group of carriers that have been ranked[2] A or higher by A.M. Best Company for more than 50 years. Three other independent rating firms also award us with strong ratings that help assess our ability to meet our financial obligations to you, so you can rest easy. We see our financial strength, including our nearly $6 billion in policyholder surplus as of year-end 2022, as an opportunity to better serve you – from improved coverages to exceptional service.

## ACTIONS SPEAK LOUDER IN PERSON®

**Living where our customers live**

You will receive professional advice from your local independent agent who represents us and is supported by Cincinnati representatives, living and working in or near your agent's community.

**Empowering our associates**

Our unique field structure places local marketing and claims decision-makers in the communities they serve. The field claims representative assisting you holds the authority to make decisions and to write checks on the spot for many types of claims. In addition to our local representatives, in the event of a natural disaster, we will activate storm teams and send additional Cincinnati associates who will help to restore your lifestyle and peace of mind quickly, by handling your claims in-person.

**Following the Golden Rule**

We treat others as we would like to be treated, complementing the service you receive from your agent by reviewing each claim with honesty, integrity and compassion and paying all that is due under your policy. You can count on prompt and personal service – delivered with empathy – to get you back on track.

For information about Cincinnati Insurance, please visit *cinfin.com*.

[2] Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit *cinfin.com*.

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Sharon Williams, Ed.D.
*Superintendent of Schools*

| | |
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| To: | RIMSD 41 Board of Education |
| From: | Dr. Sharon Williams |
| Cabinet Champion: | Joshua Becker, Director of Operations |
| Date: | August 12th, 2025 |
| Re: | RIHS Fire Alarm Ground Fault Electrical Repairs |

Throughout the 2024–2025 school year, the fire alarm panel at Rock Island High School experienced recurring issues that impacted the reliability of the system. The Board of Education previously approved $42,852.86 in repairs from Johnson Controls for work completed during the 2023–2024 school year, which was paid in FY2025.

Due to the proprietary nature of the system installed at Rock Island High School, the District is required to contract with Johnson Controls for all related repairs and servicing. Repairs included, but were not limited to, the replacement of a faulty fire alarm pull station, MAPNET card, and magnet channels, as well as the identification and correction of various electrical faults. These efforts were essential in restoring the system's safety and functionality for students and staff.

An additional invoice, dated May 25, 2025, was received for work completed between October 2024 and May 2025. This final invoice totals $24,435.50, bringing the total amount for Board approval to $67,288.36.

**It is recommended that the Board of Education approve the fire alarm system repairs completed by Johnson Controls, 11318 Aurora Ave, Urbandale, IA during FY25 for an additional $24,435.50.**

| | |
|---|---|
| **Investment Period:** | **July 1, 2024 - July 30, 2025** |
| **Total Investment:** | **$67,288.36** |
| **Funding Source:** | **District – Operations & Maintenance Services** |

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Johnson Controls Fire Protection **EMAIL:** bradley.berkley@jci.com

**ADDRESS:** 5757 N Green Bay Ave., Milwaukee, WI 53209

**DATES OF SERVICE TO BE COMPLETED:** 24-25 School Year

**SCHOOL DISTRICT CONTACT:** Josh Becker

**COMPENSATION: $** Not to exceed $67,288.36

**DESCRIPTION OF DUTIES:**

Fire alarms repair and maintenance throughout the district for the 2024-25 school year.

---

**Is this a Subscription/Software: Yes ☐ or No ☒**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requester Name/Building:** District

**Budget Code:** O & M Budget

**Signature of Vendor:** _____ **Date:** _____

**Signature of Budget Administrator:** _____ **Date:** 8/5/25

_____ _____

**Superintendent or School Board President** **Date**

Johnson Controls

Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 320
11318 Aurora Ave
URBANDALE,IA 50322-0000
515-278-4100
Billing Questions, Contact = Paula K Carbine 515/348-3211

| INVOICE NO. | INVOICE DATE | PO NUMBER |
|---|---|---|
| 52963663 | 05-13-25 | |

| SERVICE REQUEST # | SERVICE REQ. CREATED | NATIONAL ACCOUNT NUMBER |
|---|---|---|
| 57998190 | 10-08-24 | |

PAYMENT TERMS: Due upon receipt

**Bill To:** 320-78086401
Rock Island School District 41
2101 6th Avenue
ROCK ISLAND IL 61201-8909

**Ship To:** 320-00396226
RISD 41 - Rock Island High School
Rock Island School District 41
1400 25th Avenue
ROCK ISLAND IL 61201-5387

**Service Requested By:** rob DeMeyer

**Requestors Phone Number:**

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

VENDOR # 24527
ACCOUNT # _____
PO # _____ TYPE _____
AMOUNT TO BE PD _____
DATE RECEIVED _____
APPROVED BY _____

may 25, 2025

| | |
|---|---|
| Labor | $12,932.19 |
| Material | $11,354.31 |
| Other | $149.00 |
| Invoice Amount | $24,435.50 |
| Taxes | $0.00 |
| Total Invoice Amount | $24,435.50 |
| Payment Received | $0.00 |

Description of work
Service Call
Replaced pull station and photo sensor were found bad on the previous visit. Replaced map net assembly card 20. Map net card is now functioning but there is a break in the voltage between the panel and the field devices. Toner would not work to track the cable. Will need to return with another tech to track out the cable to find the break. Replaced broken pull station. Identified communication issues with card 20 map net card. Replaced magnet assembly, restored magnet channel.

Service is complete
Thank you for your business!

**Total Amount Due** ▶ **$24,435.50**

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$24,435.50

BILL TO:
Rock Island School District 41
320-78086401
SHIP TO:
RISD 41 - Rock Island High
320-00396226
REMIT TO:
Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

INVOICE NUMBER: 52963663
INVOICE DATE: 05-13-25
CUTOMER P.O.:

To Pay by Electronic Funds Transfer (EFT):
Account Name: JOHNSON CONTROLS FIRE PROTECTION LP
Account Number: 0001195680
Account Type: Checking
Bank's Name: BNY Mellon, NA
Address: 500 Ross Street, Pittsburgh, PA 15262-0001
Transit Routing Number: 043000261

5002443550852963663

Johnson Controls

**Billing Questions:** Paula K Carbine
515/348-3211

District # 320
11318 Aurora Ave
URBANDALE, IA 50322-0000
515-278-4100

Johnson Controls Fire Protection LP

| INVOICE NO. |
| --- |
| 52963663 |

| DATE OF INVOICE |
| --- |
| 05-13-25 |

## INVOICE SERVICE DETAIL

| SERVICE REQ # | TASK # | DATE OF SERVICE | ITEMIZATION OF CHARGES | PRODUCT ID | UOM | AMOUNT |
| --- | --- | --- | --- | --- | --- | --- |
| 7998190 | 98052803 | 08-OCT-24 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 3.5 HR | $1,329.30 |
| 7998190 | | 08-OCT-24 | Safety and Personal Protection Equipment Fee | PPE FEE | 1 EA | $0.00 |
| 7998190 | 98296886 | 11-NOV-24 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 3.58 HR | $1,359.68 |
| 7998190 | 98569480 | 12-NOV-24 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 2.65 HR | $0.00 |
| 7998190 | 98601437 | 12-JAN-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 8 HR | $3,038.40 |
| | | | STATION-LED, DA PUSH ADDR | 4099-9006 | 1 EA | $0.00 |
| 7998190 | 98603042 | 13-JAN-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 5.95 HR | $2,259.81 |
| 7998190 | 98883143 | 12-FEB-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 3.18 HR | $0.00 |
| 7998190 | 99595643 | 10-MAR-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | .02 HR | $0.00 |
| 7998190 | 99994126 | 24-MAR-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 1.53 HR | $0.00 |
| 7998190 | 100420784 | 25-MAR-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 1.65 HR | $626.67 |
| 7998190 | 100577415 | 25-MAR-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 2.08 HR | $0.00 |
| 7998190 | 100608301 | 07-MAY-25 | MAPNET MODL UPTO 127 PTS SERV | 4100-3102 | 1 EA | $0.00 |
| | | | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 6.2 HR | $2,354.76 |
| 7998190 | 100612377 | 08-MAY-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 5.17 HR | $1,963.57 |
| 7998190 | 100635430 | 08-MAY-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | 3.78 HR | $0.00 |
| 7998190 | 100612377 | 08-MAY-25 | MAGNET ASSEMBLY SP-F1P1-4323 | MISC PARTS OP T4 | 1 EA | $0.00 |
| | | | MAGNET ASSEMBLY SP-F1P1-4323 | MISC PARTS OP T3 | 1 EA | $6,347.88 |
| | | | MAPNET MODL UPTO 127 PTS SERV | 4100-3102 | 1 EA | $2,867.34 |
| | | | STATION-LED, SA ADDR | 4099-9004 | 4 EA | $1,295.00 |
| | | | PHOTO SENSOR | 4098-9714 | 2 EA | $421.54 |
| | | | STATION-LED, DA PUSH ADDR | 4099-9006 | 1 EA | $422.55 |
| 7998190 | 101007173 | 08-MAY-25 | ALARM AND DETECTION REGULAR LABOR | SFTW TSPW RG | .04 HR | $0.00 |
| 7998190 | 100608301 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98296886 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98601437 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98883143 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 99595643 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 99994126 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 100420784 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 100577415 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98052803 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98569480 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 98603042 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 100612377 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 100635430 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $0.00 |
| 7998190 | 101007173 | 12-MAY-25 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | $149.00 |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: August 12, 2025
Re: Rock Island High School Remediation

Staff was notified of concerns at the high school related to indoor air quality and environmental conditions in the north wing. The issue was found to be the result of a mechanical systems failure, which caused elevated humidity levels throughout the space. In response, the District immediately engaged Werner Restoration Services to conduct a comprehensive environmental assessment. Their evaluation concluded that specific areas across all four floors of the north wing require professional environmental cleaning and restoration to ensure a safe and comfortable environment for students and staff.

The recommended scope of work included controlled cleaning, drying, HVAC adjustments, and additional preventative measures to reduce the risk of recurrence. Given the timing and the importance of having the space fully operational prior to the start of school, the work was considered time-sensitive and essential. Staff is seeking board approval for approximately half of the total cost of services rendered from Werner Restoration Services in the amount of $500,000, under emergency procurement authority due to the urgency and potential impact on building occupancy.

The cost of the project will be covered by the Operations & Maintenance Fund, and the District will also evaluate potential reimbursement or offset through insurance. The Board of Education previously approved Werner Restoration for $35,000 to utilize them for various services throughout the year, this request is in addition to that amount. The final invoice from Werner Restoration will be received once they have had a third party audit their documents for accuracy.

**It is recommended that the Board of Education approve Werner Restoration, 102 Innovation Way, Colona, IL 61241, for an additional $500,000 for environmental remediation.**

**Investment Period: July 1, 2025 – July 1, 2026**
**Total Investment: $535,000**
**Funding Source: Operations and Maintenance Fund**

**Rock Island-Milan School District #41**
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

# Contract for Service Form

## Rock Island-Milan School District 41

**VENDOR NAME:** Werner Restoration **EMAIL:** _____

**ADDRESS:** 102 Innovation Way, Colona, IL 61241

**DATES OF SERVICE TO BE COMPLETED:** July - August 2025

**SCHOOL DISTRICT CONTACT:** Annaka Whiting

**COMPENSATION: $** 500,000.00

**DESCRIPTION OF DUTIES:**

Mold remediation for the North wing of the Rock Island High School

---

**Is this a Subscription/Software: Yes ☐ or No ■**

***If NO, go to next section.*** ***If YES, complete below, then go to next section (no vendor signature)***

**Subscription/Software Name:** _____ **Website:** _____

**Subscription/Software Start Date:** _____ **End Date:** _____

**SOPPA Approved: Yes ☐ or No ☐**

---

**Requesting School:** RIHS

**Budget Code:** 2-5-100-006-2542-7000-0

**Signature of Vendor:** _____ **Date:** _____

**Signature of Budget Administrator:** Annaka Whiting **Date:** 8/6/25

_____ _____

**Superintendent or School Board President** **Date**

**Werner Restoration Services Inc.**
**PO Box 496**
**Colona, IL 61241**
**(309) 792-0912**
**(309) 949-2513 Fax**

# Invoice

**Invoice Number** SI-33827

**Invoice Date** 07/28/25

**Customer Number** ROCK ISLAND - MI

**Bill To:**

ROCK ISLAND - MILAN SCHOOL DISTRICT 41
1400 25th Ave
Rock Island, IL 61201
Phone: (309) 793-5950

**Ship To:**

ROCK ISLAND - MILAN SCHOOL DISTRICT 41
1400 25th Ave
Rock Island, IL 61201
Phone: (309) 793-5950

| Ship Via | FOB | Terms | Due Date | Salesperson | Customer PO | Job Number |
|---|---|---|---|---|---|---|
| | | Due Upon Receipt/ | 07/28/25 | | | ILCAT18679-07- |

| Product Number | Qty | B/O | Ship | Description | UOM | Sales Price | Total |
|---|---|---|---|---|---|---|---|
| | 1 | 0 | 1 | Draw #1 For Remediation At Rock Island High School | | $500,000.00 | $500,000.00 |

## Notes

***Full payment of invoice is due upon receipt. Interest will be charged on invoices more than 30 days past due at 1.5% per month (18% per year). Collection fees may also apply to past due balances.***

| | | | |
|---|---|---|---|
| Subtotal: | | | **$500,000.00** |
| Freight: | | | **$0.00** |
| Other: | | | **$0.00** |
| NO TAX | **0.00** | % | **$0.00** |
| NO TAX | **0.00** | % | **$0.00** |
| **USD** Total: | | | **$500,000.00** |

**Amount Due: $500,000.00**

# Thank You

# National Time and Material Service Contract with Claim Information, Exhibit A, Exhibit B, and Unit Rate Schedule



Initial_____

## TIME AND MATERIAL SERVICE CONTRACT

The Time and Material Service Contract (the "Contract") is entered into on this 25 day of July, 20 25 by Rock Island/Milan School District 41 ("Customer") with Property Loss Address located at 1400 25th Ave Rock Island IL and ("Contractor") Werner Restoration Services Inc. (Werner Restoration) with its principal place of business at 102 Innovation Way, Colona IL 61241.

1. TERM: This contract shall commence on the date hereof and shall continue until the services performed pursuant to the Scope of Work as described in **Exhibit A** is completed by contractor.

2. SERVICES: Contractor agrees to furnish all labor, materials, consumables, equipment, tools, subcontract services, specialty items, and reimbursable items required to complete the work described in the scope of work per attached **Exhibit A.** The customer and contractor may make changes in the work to be performed hereunder by written modification to the scope of work agreed to by both parties.

3. SCOPE OF WORK: Contractor agrees to furnish all materials, labor, subcontracted items, and equipment to perform the following services per **Exhibit A** attached hereto.

4. JURISDICTION, VENUE AND GOVERNING LAW: This Contract is subject to and shall be construed in accordance with the laws of the State of Illinois. If any terms of this Contract are invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract shall remain in full force and effect. All claims or disputes between the parties shall be brought and litigated in Henry County, Illinois and the parties agree that the State of Illinois Courts are Courts of competent jurisdiction. If Federal courts are used, then all claims and disputes shall be brought in the Illinois Central District, Rock Island, IL 61201.

5. TERMS OF COMPENSATION: Contractor shall bill in accordance with the Scope of Work in **Exhibit A** and be compensated by the Customer for its services hereunder based on the unit rate schedule, considerations and terms attached hereto as **Exhibit B.**

6. RESPONSIBILITY FOR PAYMENT/ASSIGNMENT OF INSURANCE: If customer has hazard and/or other insurance with that may cover all or part of the work hereunder, customer authorizes and directs said insurance company to make payment directly to contractor for said work and customer assigns and transfers to contractor all right to collect and receive payment for the work from said insurance company. Customer agrees and will promptly endorse to contractor any insurance checks issued for said work. Customer further understands and agrees that if any insurance payment made on customer's behalf fails to satisfy the obligation owed contractor in full, customer will be responsible for any balance due, whether the same represents customer's deductible under said policy, any depreciation, upgrade or otherwise. Customer agrees that customer cannot delay or withhold payment to contractor resulting from any dispute customer may have with his/her insurance company or any other party. This includes but is not limited to coverage, the nature of the loss, the value of the property or payment under the policy, or third-party recommendations. Customer will pay contractor timely in accordance with the invoice and payment schedule in Paragraph 7 notwithstanding any dispute.



Initial _____

7. INVOICE AND PAYMENT: Contractor shall submit to customer periodic itemized invoices outlining amounts due in accordance with the rate schedules herein contained or, at contractor's option, a single final itemized invoice outlining the total amount due in the accordance with the unit rate schedules and specifications attached as **Exhibit B.** Customer shall make payment due under the terms of Exhibit A. Invoices not paid within thirty (30) days shall accrue interest at the rate of 1.8% per month, or 18% annually or the maximum allowed by law. The contractor reserves the right to stop all work should there be any delay in payments. Per diem and lodging (if applicable for this job) will continue to be incurred during the stop of work and will be the responsibility of the customer to pay. Invoices not paid within thirty (30) days shall omit any negotiated terms and conditions discounts and credits and will then be billed at the normal scheduled pricelist within Exhibit B.

8. DISCLOSURE NOTICE TO CUSTOMER: Contractor reserves the right to withhold a percentage or negotiate early payment discounts to vendors and/or subcontractors paying their invoices within a specific timeline. Contractor assumes the risks by paying all vendors and subcontractor's invoices during the project; no earned discounts as described above will be listed as project credits or applied as project credits. (_____) **Authorized Initial Here I**

9. REFERRALS DISCLOSURE: Contractor reserves the right to pay third parties marketing fees, referral fees and the like based upon the value of its services rendered to the Customer.

10. LIMIT OF LIABILITY AND INDEMNIFICATION: Contractor's liability is limited to the total amount paid by Property Owner/Agent for services rendered.

Owner will indemnify, defend, and hold harmless Contractor and each of Contractor's officers, directors, employees, contractors, subcontractors, agents, and representatives from and against all actions and causes of action, claims, demand, liabilities, loss damages, injury, cost and expense of whatever kind or nature, including costs of litigation, reasonable attorney fees, and reasonable expenses in connection therewith arising by from any of the following:

(a) Any pre-existing conditions on the Property, including construction defects and violations of local ordinances or building codes, known or with reasonable investigation should have been known to the Owner.

(b) Errors or omissions of environmental consultants or conditions, regardless of whether Contractor elects to retain the services of an environmental consultant; and

(c) Any illnesses caused to occupants of the Property, or Contractor's employees or subcontractors performing the Service, caused by mold, bacteria, structural damage, indoor air quality contamination, asbestos, or other environmental factors.

11. SPECIAL/FRAGILE/VALUABLE ITEMS: Property Owner/Agent agrees to take full responsibility for special, fragile, or valuable items of personal property, and that contractor shall not be liable for any disappearances or damage to any such items. Contractor highly recommends that the property owner/agent take care to protect any such items as soon as possible, preferably prior to the start of work by contractor (especially jewelry, cash, weapons, medications, etc.).



Initial_____

12. WARRANTY – EMERGENCY REPAIRS and/or MITIGATION: Contractor and Customer acknowledge that the property, which is the subject of the work, has been involved in a fire, flood, or other catastrophe. Contractor will perform the work in a professional and skillful manner and due to the work defined as temporary or emergency repairs, Contractor cannot and therefore does not guarantee that any of the property will be operational or free from defect following completion of the work.

13. ENVIRONMENTAL CONDITIONS: Property owner/agent understands, and the parties agree that certain amounts of mold and bacteria may be normal in an indoor environment, and contractor is not attempting to leave the work area "sterile." Property owner/agent understands that the presence of certain types of microorganisms in indoor environments may cause illness and/or damage to the property, and that the use of certain chemicals may reduce this risk. Property owner/agent hereby acknowledges that contractor have advised property owner/agent of the importance of ventilation. Infants, the elderly, and individuals with chemical sensitivities or respiratory problems may be particularly sensitive to certain types of microorganisms. Property owner/agent hereby waives all claims against contractor related to mold.

14. BEYOND CONTROL OF THE PARTIES: Any delay or failure by either party hereto in the performance of its obligations hereunder will not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that will be deemed to be beyond the parties' control include, but are not limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable law; civil disobedience; war, rebellion, sabotage, or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; work stoppages, strikes, lockouts or any other concerted acts of workers; unexpected unavailability of materials or equipment, or other similar occurrences.

15. ATTORNEY FEES: In the event of any litigation involving this contract to enforce any provisions of this contract, to enforce any remedy available upon default under this contract, or to obtain a declaration of rights under this contract, including the right to prompt payment for services, the contractors party shall be entitled to recover from the other party attorney's fees and costs as may be reasonably incurred, including the cost of reasonable investigation, preparation and professional or expert consultation incurred by reason of litigation and appeal.

16. ENTIRE AGREEMENT: This contract and the exhibits, if any, hereto comprise the complete agreement of the parties respecting the services performed. Either party, except as expressly stated in this contract and its exhibits, has made no engagements, promises, representations, or warranties, and the parties hereby expressly disclaim all implied warranties. All modifications to this contract, except as set forth in paragraph 3 relating to the scope of work (**Exhibit A**), shall be in writing, signed by both parties hereto.

Initial_____

17. TERMINATION: In the event of termination of this contract by customer, contractor shall be entitled to compensation for all labor, equipment and materials furnished, start-up, mobilization, and anticipatory costs, including but not limited to estimating costs, management costs, set-up charges, permits and fees, together with overhead and profit on all items furnished through date of termination.

18. CONSULTING SERVICES AND THIRD PARTIES: Contractor will bill based on time and material published rates in Exhibit "B" for time spent with a third-party loss consultant, accountant, or any other third party that may be hired by customer or an indirect party of customer such as adjuster, insurance carrier. The Contractor also has the right to deny parts of, or all recommendations presented by third party if they do not align to the agreement as agreed to by contractor and client. It is understood that the contractor will be acting as a consultant when communicating with any third party that did not sign or agree to this agreement. It is understood that this agreement is the binding agreement between contractor and customer/client only. Changes or modifications cannot be made without the approval of all parties and must be in writing and signed by ALL parties including third parties or the changes or agreement to modifications or other discussions will not be binding.

19. ATTACHMENT NOTICE: Attached hereto and Identified as Exhibit "A" scope of work and payment schedule. Exhibit "B" unit rates schedule, labor classifications and defined Specifications.

I, the authorized customer, certify that I have read and understand the Time and Material Service Contract and authorize Contractor to perform the services in accordance with the terms and specifications of the Time and Materials Service Contract.

| Authorized Contractor Representative: | Authorized Customer Representative: |
|---|---|
| Date: 7.25.2025 | Date: 7/25/25 |
| Signature: | Signature: Sharon Williams |



Initial

# Claim Contact Information:

Signing Agent Name(Customer): Josh Beach -
Agent Cell Phone #: 309-314-3272
Agent Email: _____
Secondary Agent Name: _____
Secondary Cell Phone #: _____
Secondary Email: _____

Insurance Carrier: _____
Policy #: _____
Claim #: _____
Deductible Amount: _____
Adjusters Name: _____
Adjusters Cell Phone #: _____
Adjusters Email: _____

Independent/Public Adjuster Name (if applicable): _____
Phone #: _____
Email: _____



Initial_____

# Exhibit A

Scope of Work:
Mold Remediation for North Wing of TRI High School
Full Scope Coming Based on Hygienist

This Scope of Work does not include any unforeseen work that is not visible or materials that should or need to be tested for environmental safety hazards including but not limited to lead, asbestos or mold unless noted within said scope.

Variable to consider:

- Investigators, inspectors, owner's personal property, adjusters (carrier, desk, independent, public) and consultants can extend the length of the project, resulting in additional cost.

Reserve Amount: $_____(the Reserve Amount is an amount that is earmarked for the eventual payment when the full Scope of Work is unknown, in which case reserve funds are set aside for the future payment of incurred cost that have not been settled and, thus, represent a balance sheet liability.)

Draw Schedule:

Payment #1 $ _____to be made within ____ days of _____.
Payment #2 $ _____to be made within ____ days of _____.
Payment #3 $ _____to be made within ____ days of _____.

Final Payment to be made within 30 days of completion of the project.

Completion of the Project will be deemed complete when the Scope of Work listed above has been fulfilled. Invoices not paid withing the 30 days shall omit any negotiated terms and conditions discounts and credits and will then be billed at the normal scheduled pricelist within Exhibit B.

I have read and understand that Exhibit A is part of the agreement for this project.

| Authorized Contractor Representative: | Authorized Customer Representative: |
|---|---|
| Date: 7.25.2025 | Date: 7/25/25 |
| Signature: | Signature: |



Initial _____

# Exhibit B

## CONSIDERATIONS AND TERMS – UNIT RATE SCHEDULE

**Consideration and Terms:** This agreement including Unit Rate Schedules, Consideration and Terms are part of the agreement between Contactor and Client. This is a binding agreement and cannot be modified by any other parties except for the contractor and client who signed and executed this agreement. All changes must be approved by all parties in writing and if an agreement cannot be reached then the original agreement will be the only agreement in place for this project. The contractor does not guarantee this will be accepted by any other parties.

**Standard Rate/Hour:** The Standard Rate is the hourly rate for work performed during a standard workday, per the Labor Classification. A Standard Workday is defined as Monday – Friday from 7:30am to 4:00pm (8 hours minus ½ hour lunch).

**Premium Rate/Hour:** The Premium Rate/Hour billable as Overtime shall be billed at the rate of one and one-half (1.5) times the standard rate per hour for work performed by each person that works more than eight (8) hours per day, or for work performed other than during the standard work week defined as Monday - Friday. Weekends Starting on Saturday Ending on Sunday will be billed at (1.5) times the Scheduled Hourly Rate. Double time will be charged at two (2) times the Standard Rate for Holidays, or any other special circumstance as defined in this agreement. This may be modified based on project requirements and must be defined if modified and made part of this agreement. Overtime is related to recorded time for this project only. Other conditions may apply as stated in the After Hours below.

**After Hours:** After hours will be billed based on the following. After hours will start at 4:00 pm and end at 7:30am, Monday – Friday, and all hours on Saturday and Sunday. After hours is billed at 1.5 x rate factor of published labor rate. After Hours may be billed for the first 48 hours of the start of the project.

**Labor Hour Rate Modifier:** During National Catastrophe's and Large Metro Areas and Cities such as but not limited to New York City, Los Angeles, Chicago, etc. a Rate Modifier will be added to the published labor hourly rates listed above. These modifiers will be added as a Markup %. The Rate Modifier for this project will be (____) %. (If not applicable enter 0)

**National Observed Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any work performed on a holiday shall be billed at two times (2.0) times the Standard Rate/Hour. Other Holidays may exist that are not listed above and will be billed at holiday rate.

**Travel Time:** Time will be billed on the Port-to-Port Basis (i.e.: Office or Lodging to Jobsite / Jobsite to Office or Lodging). This will be billed at the published rate for each labor classification.

Initial_____

**Labor Stand-by:** When circumstances beyond our control require Personnel to be delayed from beginning work, the Standard Rate per hour will be charged, per person delayed. A minimum of 4 hours will be billed.

**Small Tools Fee:** Billed at Three Percent (3%) of Total Billable Laborers per day for any labor class that is performing services on the project. The general rule is a supervisor and his/her crew qualify for Small Tools charge. In certain circumstances a project manager may qualify for small tools if they are directly running crews on the project.

**Logistics / Mobilization Support:** The Rate listed (Logistics / Mobilization Support) charge captures mobilization of Cat office, administrative allowances that support the project daily operations, communication support, specialty office equipment / supplies and other cost related to support field operations. In catastrophic events the support required from other offices that have personnel in the field and out of town is a tremendous overhead cost to the overall operations. This charge allows contractor to bill this overheard by applying the Logistic/ Mobilization Fee to the total bill at the rate listed rate below. If this charge is removed from any billing, contractor reserves the right to bill for the support by scheduling these on the bill and will revise the bill accordingly. The Logistical / Mobilization Fee Percentage Rate for this project will be 6% of the total bill.

**Subcontractors and Temporary Labor:** Subcontracted Services, Temporary Labor are those outside services provided within the scope of the project and incurred by the company in its execution of the project. Subcontractors and Temporary Labor will be scheduled based on the published Labor Classification and Hourly Unit Rates listed on the Exhibit A Price List. Bill will include overtime as described in Premium Rate/Hour and all other applicable billable items Including but Not Limited to (Per Diem, Small Tools, Vehicles, Mileage, Lodging) as Published in Exhibit A. Specialty Licensed Trades defined to but not limited to (Electrical, Plumbing, Mechanical) will be billed at Invoice (Cost) Plus Twenty-One and One-Half Percent Mark-up (21.5%)

**Vendors:** Contractor may be required to purchase additional items to complete the projects that are not listed on the published price list. These items will be billed based on Receipt (Cost) Plus Twenty-One and One-Half Percent Mark-up (21.5%)

**Travel:** Travel such as but not limited to airfare, rental cars will be billed at Cost Plus – Twenty-One and One-Half (21.5%) markup under Reimbursables.

**Hotels Per Applicable Labor** - Contractor to use the Hotel method for billing Hotels associated with a labor input and detailed in each bill under the Hotel Bill Page. This method is commonly used with large projects that are set up on progress billings. The terms will be as follows: Managers/Supervisors billed at (100%) full lodging daily cost rate plus mark up of Twenty-One and One-Half (21.5%). Non-Management laborers billed at (50%) fifty percent of full lodging daily cost rate plus mark up of Twenty-One and One-Half (21.5%). It is fully understood that support for actual hotel costs such as but not limited to receipts, hotel folio may not be



Initial_____

provided until the final bill for this project. If adjustments are needed to match the total cost of hotels billed in the progress and final bill this will be completed as a line item under Reimbursables.

**Per Diem**: Will be billed for each labor code working out of town at a minimum rate of $60.00 per day plus Ten Percent (10%) mark up for a total of $66.00 per day per labor code. Per Diem per this agreement is defined for cost incurred whether paid directly or indirectly to the individual, included in other compensation such as but not limited to food and drink cost provided to the labor by contractor. If the Per Diem amount per person is disputed, then the per diem value will be determined by the published rates set by the United States General Services Administration (GSA)plus a 15% markup.

**Vehicle Fuel:** Mileage will be charged at the Published IRS rate / Large Diesel Vehicles will be charged at a Minimum of $_____per mile or if listed in Exhibit B contractor reserves the right to bill published mileage rate.

**Unscheduled Equipment Rates:** During the course of work, the contractor may find it necessary to purchase equipment not scheduled under Equipment and Tools. In those situations, the contractor will bill a Daily Rate that is considered an acceptable industry daily rental rate.

**Equipment CAPS:** Equipment CAPS or TERMS must be brought to the Contractors' attention within 10 days of the start date for the project. It is fully understood that Contractor reserves the right to refuse caps related to percentage of retail value or limited to number of days. Client agrees to pay full daily rate if no agreement can be reached related to Equipment and Consumable Caps (retail or limited to number of days) even if it is not covered by insurance or any other paying party. Contractors may negotiate equipment billing terms based only on Daily, Weekly and Monthly rates. If an agreement cannot be reached related to Equipment Terms, then the contractor will bill based on rental standards as related to Daily, Weekly and Monthly Rates. Terms are based on the following defined rule – Each Piece of Equipment must run for 7 days to qualify for Weekly Rate and Run for 30 Days to qualify for Monthly Rate. Weekly Rate is 5 x Published Daily Rate and Monthly is 20 x Daily Rate.

**Assets Damaged by Customer:** If any company owned, leased, or rented asset is damaged or rendered unfit for use by the actions or inactions of the customer, its agents or representatives, the customer shall be responsible for replacing such asset at their expense.

**Generators:** Ordered Generators - There will be a minimum charge of (1) daily rate plus ALL costs incurred if power is restored upon arrival or a customer cancels generator order. It is also understood that contractor makes no guarantees on timelines for arrival during catastrophic events or any other circumstance. If canceled or power is restored contractor will bill Plus Twenty-One- and One-Half Percent Mark-up (21.5%)

**Ordered Equipment:** Any Special Equipment Ordered that is required for the project shall be billed at a Minimum of One Day Rental plus any applicable charges such as but not limited to Labor, Freight, Taxes, Permits will be billed at cost plus twenty-one- and one-half percent (21.5%) mark-up. These charges are applicable whether Equipment is used or not on the project.

Initial_____

**Materials Purchased Directly:** In the event a Material/Supply is specifically purchased for the completion of the work, and that item is not identified above, such Material/Supply purchased directly will be billed at cost, Plus Twenty-One- and One-Half Percent Mark-up (21.5%)

**Solutions Purchased Directly:** In the event a solution is specifically purchased for the completion of the work and that item is not identified in list above, the product purchased directly will be billed at cost, plus twenty-one- and one-half percent (21.5%) mark up. The scheduled prices above shall be charged for all solutions utilized in the performance of the services provided, whether shipped directly, dropped shipped by a third party or locally purchased. The list above represents the more commonly used products.

**Note:** The published labor rates exclude prevailing wage laws and/or union rates. Rates Are Subject to Change - Any Changes will be submitted to Client in Writing and will be part of this agreement.

I have read and understand that Exhibit B is part of the agreement for this project. The contractor will bill based on Published Unit Rates, Considerations and Terms.

| Authorized Contractor Representative: | Authorized Customer Representative: |
|---|---|
| Date: 7.25.2025 | Date: 7/25/25 |
| Signature: | Signature: |



Initial

# Werner Restoration Services Inc.

**Unit Rate Schedule**

## Labor

| | | |
|---|---|---|
| Project Auditor | PA | $180.00 |
| Project Coordinator | PC | $138.00 |
| Senior Project Manager | SPM | $109.00 |
| Inhouse Logistics/CDL | LG | $102.00 |
| Project Manager | PM | $96.00 |
| Hazardous Supervisor | HS | $105.00 |
| Hazardous Technician | HT | $90.00 |
| Estimator | ES | $90.00 |
| Assistant PM/Foreman | APF | $88.00 |
| Carpenter | CPT | $84.00 |
| Supervisor/Lead Tech | SUP | $78.00 |
| Drywaller/Painter | DP | $76.00 |
| Restoration Technician | RT | $72.00 |
| Cleck of the Works | CLK | $66.00 |
| Admin/Team Coordinator | AT | $62.00 |
| Skilled Labor | SL | $60.00 |
| General Labor | GL | $52.00 |

## Materials



Initial_____

| | | | |
|---|---|---|---|
| 200 | Adhesive Remover-626 - Gallon | EA | $33.06 |
| 201 | Adhesive Spray-ChemSafe Ram-Tack - Can | EA | $13.94 |
| 202 | All Purpose Cleaner - Gallon | EA | $41.23 |
| 203 | All Purpose Degreaser - Gallon | EA | $49.10 |
| 204 | Antimicrobial - "Green" Disinfectant - Bioesque or Equivalent GL | EA | $44.79 |
| 205 | Antimicrobial - Shockwave or Equivalent Gallon | EA | $59.97 |
| 206 | Bioesque - Protect 90 - Gallon | EA | $37.34 |
| 207 | MMR - Mold Stain Remover - Gallon | EA | $61.67 |
| 208 | ProKure G - 25g Fast Release Gas | EA | $60.93 |
| 209 | ATP Swab | EA | $3.80 |
| 210 | Bag - HEPA Vac - Syclone/Pullman | EA | $8.40 |
| 211 | Bag - Shop Vac | EA | $17.90 |
| 212 | Blade - Circular Saw - Metal or Wood | EA | $21.70 |
| 213 | Blade - Sawzal - Metal or Wood | EA | $5.49 |
| 214 | Blades - Oscilating - Metal or Wood | EA | $8.70 |
| 215 | Blade - Kett Saw - Drywall | EA | $37.00 |
| 216 | Blade - Kett Saw - Plaster | EA | $94.00 |
| 217 | Blades - Razor/Utility (50) | EA | $15.80 |
| 218 | Bottled water-24 Case | EA | $8.90 |
| 219 | Box - Large-3.3-4.5 | EA | $4.15 |
| 220 | Box - Medium - 1.7-3.3 | EA | $3.65 |
| 221 | Box - Small- 1.25-1.6 | EA | $3.05 |
| 222 | Box - Dish Pack | EA | $3.90 |
| 223 | Brushes - Wire | EA | $3.80 |
| 224 | Brushes - nylon | EA | $6.50 |
| 225 | Bubble Wrap | EA | $94.00 |
| 226 | Bubble Wrap - Anti Static - 24"x250'x1/2" | EA | $83.00 |
| 227 | Builders Board Floor Protection -38x100 | EA | $93.00 |
| 228 | Carpet Shield 24x200 Roll | EA | $77.00 |
| 229 | Caution Tape Roll | EA | $27.50 |
| 230 | Crystal Defoamer Gallon | EA | $57.00 |
| 231 | Dry Cleaning Sponge - Small | EA | $3.95 |
| 232 | Duster - Swifter | EA | $5.00 |
| 233 | Ear Plugs - Disposable | EA | $0.39 |
| 234 | Fence - Plastic Safety Barrier - 4'x100' Roll | EA | $77.00 |
| 235 | Filter - LGR Primary Filter 16x20x2 | EA | $14.00 |
| 236 | Filter - LGR Secondary 16x20 | EA | $1.85 |
| 237 | Filter - LGR Primary Filter 12x14x1 | EA | $12.00 |
| 238 | Filter - 14x15x2 - HEPA 1000 | EA | $16.20 |
| 239 | Filter - 400 CFM Round PreFitler | EA | $11.85 |
| 240 | Filter - 20x20x2 Pleated - Desiccant | EA | $15.80 |
| 241 | Filter - 24x24x2 Pleated | EA | $17.75 |
| 242 | Filter - 24x24 Wire D Ring Prefilter | EA | $5.90 |
| 243 | Filter - 24x24 Prefilter | EA | $1.90 |
| 244 | Filter - Charcoal 24x24x2 | EA | $43.00 |
| 245 | Filter - HEPA Vac - HEPA Filter - Minute Man | EA | $408.00 |



Initial _____

| | | | |
|---|---|---|---|
| 246 | Filter - 400 CFM - HEPA Filter | EA | $203.00 |
| 247 | Filter - 1000 CFM - HEPA Filter | EA | $333.00 |
| 248 | Filter - 2000 CFM - HEPA Filter | EA | $304.00 |
| 249 | Filter - HEPA for Pullman HEPA Vac | EA | $407.00 |
| 250 | Filter - HEPA for Syclone HEPA Vac | EA | $352.00 |
| 251 | Filter - HEPA Vac Bonnets - Prefilter | EA | $15.00 |
| 252 | Filter - Shop Vac | EA | $26.30 |
| 253 | Fosters 40-20 - 5 gallon encapsulant | EA | $650.00 |
| 254 | Foam/Furniture Blocks Box | EA | $97.00 |
| 255 | Furniture Blankets | EA | $3.30 |
| 256 | Gaterade | EA | $26.30 |
| 257 | Glass Cleaner - Can | EA | $6.00 |
| 258 | Gloves - Demo - Pair | EA | $4.00 |
| 259 | Gloves - Nitrile - Pair | EA | $1.60 |
| 260 | Gloves - Chemical - Pair | EA | $3.87 |
| 261 | Goof Off | EA | $6.65 |
| 262 | Hog Rings Bag | EA | $15.75 |
| 263 | Inventory Tags | EA | $0.47 |
| 264 | Lay Flat - 12"x250' | EA | $125.00 |
| 265 | Lay Flat - 16"x500' | EA | $135.00 |
| 266 | Lay Flat - 22"x500' | EA | $208.00 |
| 267 | Lay Flat - 32"x500' | EA | $304.00 |
| 268 | Lumber - 1x4x8 | EA | $7.45 |
| 269 | Lumber - 2x4x8 | EA | $5.85 |
| 270 | Lumber - Plywood 1/2inch | EA | $32.99 |
| 271 | Mask - N95 | EA | $2.90 |
| 272 | Mask - P100 | EA | $21.30 |
| 273 | Mop Head | EA | $8.90 |
| 274 | Office Supplies | EA | $6.00 |
| 275 | Packing Paper Bundle | EA | $55.00 |
| 276 | Paint Brush | EA | $11.00 |
| 277 | Paint Roller | EA | $6.25 |
| 278 | Paint roller pan | EA | $9.00 |
| 279 | Poly - 1.5 MIL 16'x100' | EA | $36.32 |
| 280 | Poly - 2 MIL 20'x100' | EA | $98.00 |
| 281 | Poly - 4 MIL 20'x100' | EA | $138.00 |
| 282 | Poly - 6 MIL 10'x100' | EA | $104.97 |
| 283 | Poly - 6 MIL 20'x100' | EA | $219.00 |
| 284 | Poly - 6 MIL 20'x100' Fire Retardent | EA | $267.00 |
| 285 | Respirator Cartridge - P100 - 3M | EA | $17.30 |
| 286 | Respirator Cartridge - Organic Vapor - 3M | EA | $46.30 |



Initial_____

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|---|---|---|---|
| 287 | Respirator Cartridge - P100 - Honeywell | EA | $16.40 |
| 288 | Respirator Cartridge - Organic Vapor - Honeywell | EA | $45.10 |
| 289 | Rosin paper - 36"x166' Roll | EA | $35.00 |
| 290 | Sand Paper | EA | $3.00 |
| 291 | Shellac - gallon | EA | $112.50 |
| 292 | Shoe Covers Pair | EA | $1.00 |
| 293 | Shrink Wrap Roll | EA | $47.90 |
| 294 | Soap - Dawn | EA | $13.40 |
| 295 | Soda blaster media 50lb bag | EA | $147.40 |
| 296 | SOS Pads - 18 ct | EA | $8.37 |
| 297 | Spray Foam - Can | EA | $10.90 |
| 298 | Stainless Steel Cleaner | EA | $14.90 |
| 299 | Staples - Box | EA | $7.90 |
| 300 | Steel Wool | EA | $7.75 |
| 301 | Sticky Mats - Tear Off - 30 pack | EA | $127.15 |
| 302 | Sweeping Compound - 50# | EA | $33.57 |
| 303 | Tape - Clear Box | EA | $6.15 |
| 304 | Tape - Duct | EA | $10.00 |
| 305 | Tape - Vinyl Preservation | EA | $11.80 |
| 306 | Tape - Painters | EA | $10.00 |
| 307 | Terry Cloth Towels - 40# | EA | $169.60 |
| 308 | Thermal Fog Solution | EA | $45.00 |
| 309 | Trash Bags - 3mil - 100 per box | EA | $146.00 |
| 310 | Trash Bags - 6mil - 75 per box | EA | $152.00 |
| 311 | Towels - Terry Cloth 40# Box | EA | $226.00 |
| 312 | Towels - Micro Fiber - Dozen | EA | $19.00 |
| 313 | Tyvek Suit M-2xl | EA | $15.90 |
| 314 | Tyvek - 3xl-4xl | EA | $19.20 |
| 315 | Chem Suit - All Sizes | EA | $23.29 |
| 316 | Zip Tie - 11" | EA | $23.29 |
| 317 | Zip Tie - 14" | EA | $28.29 |
| 318 | Zip Tie - 36" | EA | $26.97 |
| 319 | Zipper door | EA | $16.30 |



Initial _____

# Equipment

| | | | |
|---|---|---|---|
| 401 | CLN - Full Face Respirator | DAY | $7.00 |
| 402 | CLN - 1/2 Face Respirator | DAY | $4.00 |
| 403 | CLN - Hydroxol Generator - 3 Optic | DAY | $227.00 |
| 404 | CLN - Ozone Generator | DAY | $168.00 |
| 405 | CLN - Moving Blankets | DAY | $3.00 |
| 406 | CLN - Inline Ozone Machine | DAY | $55.00 |
| 407 | ELE - Cable Tee | DAY | $13.00 |
| 408 | ELE - Cable Cam Lock 100 ft (4/0) | DAY | $86.00 |
| 409 | ELE - Cable Cam Lock 50 ft (4/0) | DAY | $43.00 |
| 410 | ELE - Distribution Panel - 200 amp | DAY | $313.00 |
| 411 | ELE - Distribution Panel - 400 amp | DAY | $354.00 |
| 412 | ELE - Extension Cords | DAY | $5.00 |
| 413 | ELE - Feeder Set (5 wire banded) 50' | DAY | $59.00 |
| 414 | ELE - 4/0 Cable Tail | DAY | $13.00 |
| 415 | ELE - Light Stand/Base | DAY | $9.00 |
| 416 | ELE - Light String - 50' | DAY | $11.00 |
| 417 | ELE - Spider Box 6/4 Cable - 50' | DAY | $39.00 |
| 418 | ELE - Spider Box 6/4 Cable - 100' | DAY | $74.00 |
| 419 | ELE - Spider Box Distro Panel | DAY | $103.00 |
| 420 | ELE - Cord Ramp | DAY | $19.00 |
| 421 | ELE - Transformer 30 kVA | DAY | $158.00 |
| 422 | ELE - Transformer 45 kVA | DAY | $247.00 |
| 423 | ELE - Transformer 75 kVA | DAY | $293.00 |
| 424 | ELE - Transformer 150 kVA | DAY | $375.00 |
| 425 | ELE - Transformer 225 kVA | DAY | $469.00 |
| 426 | ELE - Transformer 300 kVA | DAY | $563.00 |
| 427 | ELE - Transformer 500 kVA | DAY | $629.00 |
| 428 | ELE - Breaker 20 Amp | DAY | $31.00 |
| 429 | ELE - Breaker 30 Amp | DAY | $31.00 |
| 430 | ELE - Breaker 35 Amp | DAY | $31.00 |
| 431 | ELE - Breaker 50 Amp | DAY | $34.00 |
| 432 | ELE - Breaker 60 Amp | DAY | $37.00 |
| 433 | ELE - Breaker 70 Amp | DAY | $39.00 |
| 434 | ELE - Breaker 100 Amp | DAY | $53.00 |
| 435 | ELE - Breaker 150 Amp | DAY | $56.00 |
| 436 | ELE - Breaker 200 Amp | DAY | $61.00 |
| 437 | ELE - Breaker 250 Amp | DAY | $63.00 |



Initial _____

| | | | |
|---|---|---|---|
| 438 | ELE - Breaker 300 Amp | DAY | $68.00 |
| 439 | ELE - Breaker 400 Amp | DAY | $73.00 |
| 440 | ELE - Breaker 500 Amp | DAY | $77.00 |
| 441 | ELE - Breaker 600 Amp | DAY | $84.00 |
| 442 | ELE - Transfer Switch - 100 Amp | DAY | $303.00 |
| 443 | ELE - Transfer Switch - 200 Amp | DAY | $327.00 |
| 444 | ELE - I-Line Panel 200 Amp | DAY | $53.00 |
| 445 | ELE - I-Line Panel 400 Amp | DAY | $84.00 |
| 446 | ELE - I-Line Panel 600 Amp | DAY | $144.00 |
| 447 | ELE - I-Line Panel 800 Amp | DAY | $202.00 |
| 448 | ELE - I-Line Panel 1000 Amp | DAY | $238.00 |
| 449 | ELE - I-Line Panel 1200 Amp | DAY | $281.00 |
| 450 | ELE - I-Line Panel 3000 Amp | DAY | $354.00 |
| 451 | Generator - 15-23 KW | DAY | $443.00 |
| 452 | Generator - 24-31 KW | DAY | $587.00 |
| 453 | Generator - 31-35 KW | DAY | $639.00 |
| 454 | Generator - 36-39 KW | DAY | $729.00 |
| 455 | Generator - 40-55 KW | DAY | $779.00 |
| 456 | Generator - 56-67 KW | DAY | $881.00 |
| 457 | Generator - 71-99 KW | DAY | $1,052.00 |
| 458 | Generator - 100-119 KW | DAY | $1,119.00 |
| 459 | Generator - 120-139 KW | DAY | $1,243.00 |
| 460 | Generator - 140-159 KW | DAY | $1,333.00 |
| 461 | Generator - 160-199 KW | DAY | $1,423.00 |
| 462 | Generator - 200-239 KW | DAY | $1,509.00 |
| 463 | Generator - 240-279 KW | DAY | $1,706.00 |
| 464 | Generator - 280-319 KW | DAY | $2,084.00 |
| 465 | Generator - 320-348 KW | DAY | $2,113.00 |
| 466 | Generator - 349-399 KW | DAY | $2,297.00 |
| 467 | Generator - 400-439 KW | DAY | $2,517.00 |
| 468 | Generator - 440-479 KW | DAY | $2,837.00 |
| 469 | Generator - 480-559 KW | DAY | $3,783.00 |
| 470 | Generator - 560-639 KW | DAY | $4,167.00 |
| 471 | Generator - 640-749 KW | DAY | $4,289.00 |
| 472 | Generator - 750-959 KW | DAY | $5,816.00 |
| 473 | Generator - 960-1119 KW | DAY | $6,813.00 |
| 474 | Generator - 1120-1439 KW | DAY | $7,877.00 |
| 475 | Generator - 1440-1599 KW | DAY | $8,843.00 |
| 476 | Generator - 1600-1759 KW | DAY | $9,456.00 |
| 477 | Generator - 1760-1919 KW | DAY | $11,399.00 |
| 478 | Generator - 1920-2079 KW | DAY | $13,337.00 |



Initial_____

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|---|---|---|---|
| 479 | Electric Heater - 1-5 kW | DAY | $122.00 |
| 480 | Electric Heater - 5-10 kW | DAY | $207.00 |
| 481 | Electric Heater - 10-15 kW | DAY | $272.00 |
| 482 | Electric Heater - 16-30 kW | DAY | $387.00 |
| 483 | Electric Heater - 31-45 kW | DAY | $639.00 |
| 484 | Electric Heater - 50-65 kW | DAY | $862.00 |
| 485 | Electric Heater - 120 kW | DAY | $1,358.00 |
| 486 | Electric Heater - 150 kW | DAY | $1,492.00 |
| 487 | IDF Heater - 300-399 K | DAY | $607.00 |
| 488 | IDF Heater - 500-599 K | DAY | $825.00 |
| 489 | IDF Heater - 700-799 K | DAY | $1,654.00 |
| 490 | IDF Heater - 1000-1199 K | DAY | $1,955.00 |
| 491 | IDF Heater - 2000-2500 K | DAY | $2,316.00 |
| 492 | AC 1 Ton | DAY | $265.00 |
| 493 | AC 2 Ton | DAY | $488.00 |
| 494 | AC 3 Ton | DAY | $555.00 |
| 495 | AC 5 Ton | DAY | $633.00 |
| 496 | AC 10 Ton | DAY | $1,479.00 |
| 497 | AC 12 Ton | DAY | $1,700.00 |
| 498 | AC 25 Ton | DAY | $1,929.00 |
| 499 | AC 40 Ton | DAY | $2,157.00 |
| 500 | AC 60 Ton | DAY | $2,859.00 |
| 501 | AC 80 Ton | DAY | $3,323.00 |
| 502 | DX 12 Ton | DAY | $1,958.00 |
| 503 | DX 20 Ton | DAY | $2,185.00 |
| 504 | DX 25 Ton | DAY | $2,416.00 |
| 505 | DX 40 Ton | DAY | $2,633.00 |
| 506 | DX 60 Ton | DAY | $2,848.00 |
| 507 | DX 70 Ton | DAY | $3,083.00 |
| 508 | DC 80 Ton | DAY | $3,319.00 |
| 509 | HVY Equip - Forklift/Telehandler - 5k - 19' | DAY | $935.00 |
| 510 | HVY Equip - Forklift/Telehandler - 10k - 55' | DAY | $1,440.00 |
| 511 | HVY Equip - Forklift/Telehandler - 12k - 55' | DAY | $1,680.00 |
| 512 | HVY Equip - Straight Boom Lift 40 ft | DAY | $777.00 |
| 513 | HVY Equip - Straight Boom Lift 60 ft | DAY | $1,008.00 |
| 514 | HVY Equip - Scissor Lift 0-24 ft | DAY | $364.00 |
| 515 | HVY Equip - Scissor Lift 25-40 ft | DAY | $676.00 |
| 516 | HVY Equip - Skid Steer <2100-2800 | DAY | $813.00 |
| 517 | HVY Equip - Skid Steer Grapple Bucket | DAY | $187.00 |
| 518 | HVY Equip - Warehouse Forklift | DAY | $650.00 |
| 519 | HVY Equip - Tile Stripper 100-199# 110 volt | DAY | $125.00 |



Initial _____

| | | | |
|---|---|---|---|
| 520 | HVY Equip - Ultrasonic Machine | DAY | $285.00 |
| 521 | HVY Equip - Dry Ice Blasting Unit (comp not incl) | DAY | $445.00 |
| 522 | HVY Equip - Soda/Sand Blaster (comp not incl) | DAY | $225.00 |
| 523 | HVY Equip - Dumpster Hopper for Fork Lift | DAY | $350.00 |
| 524 | HVY Equip - Floor Scraper - 600# | DAY | $342.00 |
| 525 | HVY Equip - Floor Scrubber 100# | DAY | $97.00 |
| 526 | HVY Equip - Floor Scrubber Ride on Propane | DAY | $1,732.00 |
| 527 | HVY Equip - Heater 300k BTU - NO FUEL | DAY | $650.00 |
| 528 | HVY Equip - Heater Torpedo- NO FUEL | DAY | $75.00 |
| 529 | HVY Equip - Temporary Furnace - Electric | DAY | $225.00 |
| 530 | HVY Equip - Heater - Electric - Firebird 20 - 20,000 BTU | DAY | $200.00 |
| 531 | HVY Equip - Heater - Electric - Firebird - 18k-30k BTU | DAY | $375.00 |
| 532 | HVY Equip - Scaffolding Section | DAY | $21.00 |
| 533 | Misc - Portable Canopy 12x12 | DAY | $17.00 |
| 534 | Misc - Accounting Package (Computer Setup) | DAY | $43.00 |
| 535 | Misc - Equipment Decontamination | EA | $10.00 |
| 536 | Safety - PFP Harness with lanyard | DAY | $31.00 |
| 537 | Safety - PPE hard hat, eye protection, vest | DAY | $21.00 |
| 538 | Safety - Decontamination Shower | DAY | $500.00 |
| 539 | Safety - Eye Wash Station | DAY | $3.00 |
| 540 | Safety - First Aid Kit | DAY | $1.00 |
| 541 | Safety - Fire Extinguisher | DAY | $2.00 |
| 542 | Safety - Head Lamp | DAY | $1.00 |
| 543 | Safety - Knee Pads | DAY | $1.00 |
| 544 | Safety - Rubber Boots (each pair) | DAY | $2.00 |
| 545 | Tech - Wireless Internet Router w/service | DAY | $30.00 |
| 546 | Tech - Cell Phone/Tablet | DAY | $2.00 |
| 547 | Tech - Radio 2 way - Each | DAY | $1.00 |
| 548 | Tech - Portable Satellite Phone - Airtime Separate | DAY | $5.00 |
| 549 | Tools - Air Compressor 175-195 CFM | DAY | $375.00 |
| 550 | Tools - Air Compressor 375-425 CFM | DAY | $550.00 |
| 551 | Tools - Air Compressor, Portable Electric | DAY | $38.00 |
| 552 | Tools - Air Compressor Accesories | DAY | $3.00 |
| 553 | Tools - Airless Sprayer | DAY | $37.00 |
| 554 | Tools - Electrostatic Sprayer | DAY | $48.00 |
| 555 | Tools - Pump Sprayer | DAY | $3.00 |
| 556 | Tools - Spray Bottles | DAY | $1.00 |
| 557 | Tools - Thermal Fogger | DAY | $150.00 |
| 558 | Tools - ULV Fogger | DAY | $24.00 |
| 559 | Toots - Broom and Dustpan | DAY | $1.00 |
| 560 | Tools - Dust Mop/Broom/Squeegee Handle | DAY | $2.00 |



Initial _____

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|---|---|---|---|
| 561 | Tools - Mop Handle, Bucket, Wringer | DAY | $5.00 |
| 562 | Tools - Shovel - all | DAY | $1.00 |
| 563 | Tools - Concrete Hand Tools | DAY | $2.00 |
| 564 | Tools - Cones - Parking (ea) | DAY | $1.00 |
| 565 | Tools - Cooler | DAY | $3.00 |
| 566 | Tools - Dolly | DAY | $2.25 |
| 567 | Tools - Furniture Dolly | DAY | $3.75 |
| 568 | Tools - Flat Cart | DAY | $4.25 |
| 569 | Tools - Dump Cart | DAY | $29.00 |
| 570 | Tools - Wheelbarrow | DAY | $5.00 |
| 571 | Tools - Step Ladder 4'-12' | DAY | $12.00 |
| 572 | Tools - Extension Ladder 14'-20' | DAY | $19.00 |
| 573 | Tools - Extension Ladder 22'-32' | DAY | $26.00 |
| 574 | Tools - Folding Chair | DAY | $1.00 |
| 575 | Tools - Folding Table - 6-8' | DAY | $1.00 |
| 576 | Tools - Kett Saw | DAY | $7.00 |
| 577 | Tools - Oscillating Tool | DAY | $7.00 |
| 578 | Tools - Sawsall | DAY | $11.00 |
| 579 | Tools - Chain Saw | DAY | $29.00 |
| 580 | Tools - Hand Held Sander/Grinder | DAY | $5.00 |
| 581 | Tools - Hand Power Tools (Ex. Drill/Impact/Circular Saw) | DAY | $7.00 |
| 582 | Tools - Miter Saw | DAY | $5.00 |
| 583 | Tools - Wrecking Bar 24" | DAY | $1.00 |
| 584 | Tools - Zip Pole (ea) | DAY | $3.00 |
| 585 | Tools - Sump Pump | DAY | $40.00 |
| 586 | Tools - Trash Pump 2 in | DAY | $155.00 |
| 587 | Tools - Trash Pump Hose - per 25' | DAY | $15.00 |
| 588 | Tools - HEPA Vacuum - 13 gallon | DAY | $83.00 |
| 589 | Tools - Shop Vacuum | DAY | $17.00 |
| 590 | Tools - Upright Floor Vacuum | DAY | $13.00 |
| 591 | Tools - Trash Can - 30-55 Gallon | DAY | $5.00 |
| 592 | Tools - Water Collection Device (WCD) | DAY | $7.00 |
| 593 | Vehicle - Fuel Transfer Tank 90 gal (fuel not included) | DAY | $45.00 |
| 594 | Vehicle - Fuel Tank - 250-499 Gallon (fuel not included) | DAY | $263.00 |
| 595 | Vehicle - Fuel Tank - 500-749 Gallon (fuel not included) | DAY | $293.00 |
| 596 | Vehicle - Fuel Tank - 750-999 Gallon (fuel not included) | DAY | $398.00 |
| 597 | Vehicle - Fuel Tank - 1000-1249 Gallon (fuel not included) | DAY | $548.00 |
| 598 | Vehicle - Fuel Tank - 1250-1499 Gallon (fuel not included) | DAY | $639.00 |
| 599 | Vehicle - Fuel Tank - 1500-1800 Gallon (fuel not included) | DAY | $742.00 |
| 600 | Vehicle - Fuel Tank -2300 Gallon (fuel not included) | DAY | $862.00 |
| 601 | Vehicle - Large SUV | DAY | $90.00 |



Initial

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|---|---|---|---|
| 602 | Vehicle - 1/2 Ton Truck | DAY | $80.00 |
| 603 | Vehicle - 3/4 Ton Truck | DAY | $130.00 |
| 604 | Vehicle - 1 Ton Truck | DAY | $160.00 |
| 605 | Vehicle - Box Truck - 16-18 ft | DAY | $215.00 |
| 606 | Vehicle - Box Truck - 20-28 ft | DAY | $245.00 |
| 607 | Vehicle - Passanger Van/Cargo Van/Mini Van | DAY | $95.00 |
| 608 | Vehicle - Enclosed Trailer - up to 16' | DAY | $110.00 |
| 609 | Vehicle - Enclosed Trailer -18-28' | DAY | $145.00 |
| 610 | Vehicle - Flat Bed Trailer - 12' | DAY | $50.00 |
| 611 | Vehicle - Flat Bed Trailer - 48' | DAY | $125.00 |
| 612 | Vehicle - Dump Trailer - 14k | DAY | $150.00 |
| 613 | Vehicle - Semi Trailer - 53' Enclosed - Dry | DAY | $185.00 |
| 614 | Vehicle - Semi Trailer - 53' Enclosed - Reefer - No Fuel | DAY | $210.00 |
| 615 | Vehicle - Semi Tractor - Double Axel | DAY | $600.00 |
| 616 | Vehicle - Mobile Command Center | DAY | $850.00 |
| 617 | Vehicle - Mobile Lodging Unit | DAY | $700.00 |
| 618 | Vehicle - Mobile Commercial Kitchen - Food Not Included | DAY | $800.00 |
| 619 | Vehicle - Utility/Golf Cart | DAY | $140.00 |
| 620 | Vehicle - Water Trailer (500 gal) | DAY | $375.00 |
| 621 | WTR - Air Mover - Axial | DAY | $36.00 |
| 622 | WTR - Air Mover - Centrifugal/low profile | DAY | $30.00 |
| 623 | WTR - Air Scrubber - 400 CFM | DAY | $90.00 |
| 624 | WTR - Air Scrubber - 1000 CFM | DAY | $125.00 |
| 625 | WTR - Air Scrubber - 2000 CFM | DAY | $150.00 |
| 626 | WTR - L Dehumidifier (70-109 ppd) | DAY | $125.00 |
| 627 | WTR - XL Dehumidifier (110-159 ppd) | DAY | $136.00 |
| 628 | WTR - Portable AC Unit - 30K BTU | DAY | $395.00 |
| 629 | WTR - Portable Flood Extractor | DAY | $125.00 |
| 630 | WTR - Carpet Cleaning Machine - Portable | DAY | $58.00 |
| 631 | WTR - Vapor Shark | DAY | $70.00 |
| 632 | WTR - Desiccant up to 385 CFM | DAY | $397.00 |
| 633 | WTR - Desiccant 386-700 CFM | DAY | $548.00 |
| 634 | WTR - Desiccant - 701-1000 CFM | DAY | $676.00 |
| 635 | WTR - Desiccant - 1001-2000 CFM | DAY | $884.00 |
| 636 | WTR - Desiccant - 2001-3000 CFM | DAY | $919.00 |
| 637 | WTR - Desiccant - 3001-4000 CFM | DAY | $1,254.00 |
| 638 | WTR - Desiccant - 4001-5000 CFM | DAY | $1,290.00 |
| 639 | WTR - Desiccant - 5001-7000 CFM | DAY | $1,320.00 |
| 640 | WTR - Desiccant - 7001-9000 CFM | DAY | $1,960.00 |
| 641 | WTR - Desiccant - 9001 -12000 CFM | DAY | $2,729.00 |
| 642 | WTR - Desiccant - 12001-15000 CFM | DAY | $3,336.00 |



Initial _____

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|---|---|---|---|
| 643 | WTR - Desiccant - 15001-20000 CFM | DAY | $4,176.00 |
| 644 | WTR - Flex Duct Connector | DAY | $8.00 |
| 645 | WTR - Flex Duct Splitter | DAY | $17.00 |
| 646 | WTR - Hard/Flex Duct - 25' | DAY | $32.00 |
| 647 | WTR - Hard/Flex Duct - 25'- High Temp | DAY | $37.00 |
| 648 | WTR - Injectidry System | DAY | $185.00 |
| 649 | WTR - Injectidry Mats (Each Mat) | DAY | $7.00 |
| 650 | WTR - Moisture Meter | DAY | $18.00 |
| 651 | WTR - ATP Meter | DAY | $77.00 |
| 652 | WTR - Manometer | DAY | $78.00 |
| 653 | WTR - Thermal Imaging Camera | DAY | $99.00 |
| 654 | WTR - Matterport Camera | DAY | $119.00 |
| 655 | WTR - Particle Counter | DAY | $4.00 |
| 656 | WTR - Pressure Washer 1000-2500 PSI | DAY | $120.00 |
| 657 | WTR - Pressure Washer 2750-5000 PSI | DAY | $375.00 |
| 658 | WTR - Pressure Washer Hot Water | DAY | $500.00 |



Initial _____

Personnel Recommendations
Board of Education Meeting
August 12, 2025

**Certified Appointments**
It is recommended that the Board of Education approve the following certified appointments for the 2025-26 school year.

| | |
|---|---|
| Brittanie O'Brien - | Fifth Grade Elementary Teacher at Ridgewood Elementary School<br>Salary - $52,086/annual |
| Kathryn Weber - | Social Studies Teacher at Thurgood Marshall Learning Center<br>Salary - $55,763/annual |

**Non-Certified Appointments**
It is recommended that the Board of Education approve the following non-certified appointments for the 2025-26 school year.

| | |
|---|---|
| Nickolas Bryant - | Student Security Supervisor (Hall Monitor) at Rock Island High School<br>Salary - $20.75/hour |
| Taner Edens - | Student Security Supervisor (Hall Monitor) at Rock Island High School<br>Salary - $21.68/hour |
| Makayla Hawkins - | Paraprofessional at Rock Island High School<br>Salary - $20.54/hour |
| Jessica Hilliard - | Paraprofessional at Ridgewood Elementary School<br>Salary - $19.62/hour |
| Carolynn LaBotte - | Attendance Secretary at Rock Island High School<br>Salary - $31,901/annual |
| Heather Muir – | Paraprofessional at Eugene Field Elementary School<br>Salary – $20.54/hour |
| Donna Nicholas - | General Help Part-Time at Denkmann Elementary School<br>Salary - $15.86/hour |
| Troy Nimmers - | Maintenance at Rock Island High School<br>Salary - $56,630/annual |

Sarah O'Hern - Secretary at Eugene Field Elementary School
Salary - $31,901/annual

La'Terionna Pugh - Student Security Supervisor (Front Desk) at Rock Island High School
Salary - $20.75/hour

Gloria Ramsey - General Help at Edison Junior High School
Salary - $17.03/hour

Jay Redington - Paraprofessional at Frances Willard Elementary School
Salary - $19.62/hour

Tanisha Roberson - Lead Kitchen at Denkmann Elementary School
Salary - $16.21/hour

Christy Steger - Paraprofessional at Rock Island Academy
Salary - $20.54/hour

**Certified Internal Transfers**

It is recommended that the Board of Education approve the following certified internal transfers for the 2025-26 school year.

Pharoah Gay - Physical Education Teacher at Ridgewood Elementary School to Physical Education Teacher at Edison Junior High

Jeffrey Schmulbach - Physical Education Teacher at Washington Junior High School to Physical Education Teacher at Ridgewood Elementary School

**Non-Certified to Certified Transfers**

It is recommended that the Board of Education approve the following non-certified to certified transfers for the 2025-26 school year.

Larry Harris - Paraprofessional at Washington Junior High School to Special Education Teacher at Washington Junior High School
Salary - $50,915/annual

Ricky Spicer - Student Security Supervisor at Rock Island High School to Physical Education Teacher at Rock Island High School
Salary - $50,915/annual

Personnel Recommendations
Board of Education Meeting
August 12, 2025

**Non-Certified Internal Transfers**

It is recommended that the Board of Education approve the following non-certified internal transfers for the 2025-26 school year.

| | |
|---|---|
| Lori Alvarez - | Student Security Supervisor at Rock Island High School to Special Education Paraprofessional at Rock Island High School<br>Salary - $30,497.74/annual |
| Deann Cullor - | Substitute General Help Districtwide to General Help Part-Time at Washington Junior High School<br>Salary - $15.86/hour |
| Shannon Fuhrer - | Cashier at Longfellow Liberal Arts to Library Paraprofessional at Longfellow Liberal Arts<br>Salary - $19.62/hour |
| Shayna Kaha - | Head Start Assistant Teacher at Horace Mann Early Learning Center to Secretary to the High School Dean at Rock Island High School<br>Salary - $31,901/annual |
| Kristin Vanskike - | Substitute Paraprofessional at District Wide to Special Education Paraprofessional at Rock Island Academy<br>Salary - $19.62/hour |
| Kia Wilson - | Special Education Paraprofessional at Thurgood Marshall Learning Center to Special Education Paraprofessional at Frances Willard Elementary School<br>Salary - $21.99/hour |

**Certified Support Coach Appointment**

It is recommended that the Board of Education approve the following support coach appointment for the 2025-26 school year.

| | |
|---|---|
| Patrick Brown - | Assistant Varsity Football Coach at Rock Island High School (split stipend)<br>Salary - $3,326/annual stipend |

Personnel Recommendations
Board of Education Meeting
August 12, 2025

**Non-Certified Support Coach Appointments**

It is recommended that the Board of Education approve the following non-certified support coach appointments for the 2025-26 school year.

| | |
|---|---|
| Hunter Aldrich - | Assistant Girls Wrestling Coach at Rock Island High School<br>Salary - $6,805/annual stipend |
| Jason Smith - | Volunteer Assistant Girls Soccer Coach at Rock Island High School |

**Non- Certified Resignations**

It is recommended that the Board of Education accept the following non-certified resignations during the 2025-26 school year.

| Staff Member | Current Position | Years of Continuous Service |
|---|---|---|
| Cristian Amorino | Secretary at Longfellow Liberal Arts | 6 Months<br>Effective 08/18/2025 |
| Christie Blodig | District Wide Lead Nurse at Administrative Center | 2 Years<br>Effective 08/01/2025 |
| Kara Hurst | Special Education Paraprofessional at Ridgewood Elementary School | 18 Years<br>Effective 08/03/2025 |
| Jennifer Walthall | Accounting Supervisor at Administrative Center | 3 Years<br>Effective 08/15/2025 |

**Certified Resignation**

It is recommended that the Board of Education accept the following certified resignation during the 2024-25 school year.

| Staff Member | Current Position | Years of Continuous Service |
|---|---|---|
| Matthew Claude | First Grade Teacher at Rock Island Academy | 5 Years<br>Effective 07/31/2025 |

Sharon Williams, Ed.D.
*Superintendent of Schools*

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Date: August 12, 2025
Re: PRESS Policy Second Reading and Adoption- Issue 118

The Board of Education reviews policies in two readings: the first to discuss the policies and make changes as necessary, and the second to finalize any changes and adopt new policies. The following policies are presented for the Board's second reading and adoption. The policies have been modified due to changes in the law, legal references, and a review to ensure policies are up to date. The PRESS documentation is attached for this agenda item.

Issue 118 has changes stemming from the following recent legislation:

**Title IX Reversion to 2020 Regulations**: On January 9, 2025, the U.S. District Court for the Eastern District of Kentucky invalidated the 2024 Title IX regulations in State of Tennessee v. Cardona, reinstating the 2020 rules. On February 4, 2025, the Department of Education's Office for Civil Rights confirmed the 2020 regulations are now in effect and advised schools to promptly review any open Title IX investigations begun under the 2024 rules for compliance with the 2020 standards.

**Ensuring Success in School Law**: Effective July 1, 2025, the Ensuring Success in School (ESS) Law (Public Act 102-466) adds Article 26A to the School Code, requiring districts to adopt policies and provide resources to support students who are parents, expectant parents, or victims of domestic or sexual violence. These students must be given the services needed to meet educational standards and earn a diploma.

**Artificial Intelligence**: In response to the growing use of AI in K-12 education, sample PRESS policy 6:325 now includes an optional section on AI-enabled tools. A new sample administrative procedure, 6:235-AP3, offers a framework to help districts develop AI plans and responsible use guidelines tailored to local needs.

**Federal Uniform Guidance for Awards:** In October 2024, the Office of Management and Budget issued final rules updating and renaming its guidance as the *OMB Guidance for Federal Financial Assistance* (2 C.F.R. Part 200). The revisions aim to enhance management, transparency, and oversight of federal funds and continue to apply to State grants under Illinois' Grant Accountability and Transparency Act.

**Sexting:** In response to the misuse of technology to create harmful "deep fakes," 720 ILCS 5/11-23.7 (P.A. 103-825) criminalizes the non-consensual sharing of sexually explicit digitized depictions. The PRESS policy 7:190 on Student Behavior now includes an updated definition of sexting that incorporates this offense and related conduct.

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 2:150-AP, Superintendent Committees | The procedure is updated in response to the creation of 6:235-AP3, *Development of Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, and for continuous improvement. | Adopt |
| 2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records | The exhibit is updated in response to:<br>1. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations;<br>2. 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, providing protections for students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students);<br>3. 105 ILCS 5/10-20.84(a), added by P.A. 102-917 and renumbered by P.A. 103- 154, requiring districts to post on their websites their local postsecondary and career expectations frameworks; and<br>4. Continuous improvement. | Adopt |
| 2:260, Uniform Grievance Procedure | The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The footnotes are also updated in response to the Whistleblower Act, 740 ILCS 174/, amended by P.A. 103-867, broadening the scope of legal protections for whistleblowers. | Adopt |
| 2:265, Title IX Grievance Procedure | **REWRITTEN.** The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. | Adopt |

| Policy | Description | Recommendation |
|---|---|---|
| | | |
| 2:265-AP1, Title IX Response | **REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |
| 2:265-AP2, Formal Title IX Complaint Grievance Process | **REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |
| **2:265-AP3, Title IX Coordinator** | **DELETED.** The procedure is deleted in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. | Adopt |
| 2:265-E, Title IX Glossary of Terms | **REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |
| 4:15, Identity Protection | The policy and footnotes are updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046, addressing the safeguarding of information under grant awards and updating the definitions for *personally identifiable information* and *protected personally identifiable information*. | Adopt |
| 4:15-AP2, Treatment of Personally Identifiable Information Under Grant Awards | The procedure is updated for the reason stated in 4:15, *Identity Protection,* above. | Adopt |
| 4:60-AP5, Federal and State Award Procurement Procedures | The procedure is updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046, revising general procurement standards, competition, methods of procurement, procurement of recovered materials, contract cost and price, and federal agency or | Adopt |

| Policy | Description | Recommendation |
|---|---|---|
| | pass-through entity review; and for continuous improvement. | |
| 4:80, Accounting and Audits | The policy and footnotes are updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046, addressing the disposition and the retention of property acquired under grant awards, including an increase in the capitalization threshold from $5,000 to $10,000 for capital assets. The footnotes are also updated for continuous improvement. | Adopt |
| 4:80-AP3, Inventory Management for Federal and State Awards | The procedure is updated for the reasons stated in 4:80, *Accounting and Audit*s. | Adopt |
| 4:120, Food Services | The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/2- 304, added by P.A. 103-1076, requiring the Ill. State Board of Education (ISBE) to secure one or more master contracts for Halal and Kosher meals, subject to appropriation. | Adopt |
| 4:170-AP6, E1, School Staff AED Notification Letter | The procedure is updated in response to a five-year review. | Adopt |
| 5:10, Equal Employment Opportunity and Minority Recruitment | The policy is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |
| 5:20, Workplace Harassment Prohibited | The policy and footnotes are updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 5:60, Expenses | The Legal References and footnotes are updated in response to a five-year review. | Adopt |
| 5:60-AP, Federal and State Grant Travel Expense Procedures | The procedure is updated in response to a five-year review. | Adopt |
| 5:60-E1, Employee Expense Reimbursement Form | The exhibit is unchanged in response to a five-year review. | Adopt |
| 5:60-E2, Employee Estimated Expense Approval Form | The exhibit is unchanged in response to a five-year review. | Adopt |
| 5:100, Staff Development Program | The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A-25 and 26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring training for staff members designated as resource persons and complaint resolvers for Article 26A Students. The policy and footnotes are also updated in response to 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896, requiring ongoing professional development for all personnel on the requirements of 105 ILCS 5/10-22.6 and 5/10-20.14, as well as trauma- responsive learning environments, and in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. Continuous improvement updates are also made to the footnotes. | Adopt |

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 5:170-AP4, Designation of District Millennium Copyright Act (DMCA) Agent; Registration Process | The procedure is updated in response to a five-year review. | Adopt |
| 6:150, Home and Hospital Instruction | The policy, Cross References, and footnotes are updated in response to 105 ILCS 5/10-22.6a, amended by P.A. 102-466, a/k/a *ESS Law,* eff. 7-1-25, requiring home instruction for students unable to attend school due to pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health or safety concerns arising from domestic or sexual violence. | Adopt |
| 6:235, Access to Electronic Networks | The policy and footnotes are updated to address the use of artificial intelligence-enabled tools in schools. A new, optional **Use of Artificial Intelligence (AI)-Enabled Tools** subhead is added to the policy. The footnotes are also updated in response to a U.S. Surgeon General's Advisory addressing the safety of social media use for children, and for continuous improvement. | Adopt |
| 6:235-AP1, Acceptable Use of the District's Electronic Network | The procedure is updated to include reference to a district's AI Responsible Use Guidelines, for those districts whose boards adopt the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in 6:235, *Access to Electronic Networks*. | Adopt |

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 6:235-AP3, Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines | **NEW.** The procedure is created to address the development of an AI plan and guidelines regarding the responsible use of artificial intelligence-enabled tools in schools. | Adopt |
| 6:310, High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students | The policy is unchanged. Footnote 11 is updated in response to the Ill. Income Tax Act, 35 ILCS 5/231(b), extending until 1-1-26, a tax credit for employers that incur qualified expenses on behalf of an apprentice under a registered apprenticeship program. Other continuous improvement updates are also made to the footnotes. | Adopt |
| 7:10, Equal Educational Opportunities | The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring schools to facilitate the full participation of Article 26A Students. | Adopt |
| 7:10-AP1, Accommodating Transgender, Nonbinary, or Gender Nonconforming Students | The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. | Adopt |
| 7:10-AP2, Accommodating Breastfeeding Students | The procedure is updated for the reasons stated in 7:10, *Equal Educational Opportunities*, above. | Adopt |

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 7:20, Harassment of Students Prohibited | The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The Legal References and Cross References are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. | Adopt |
| 7:50, School Admissions and Student Transfers To and From Non-District Schools | The Legal References are updated with minor style changes. The footnotes are updated in response to 105 ILCS 5/10-22.6, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring boards with a policy requiring suspended/expelled students to complete the term of their suspension/expulsion in an alternative learning opportunities program under 105 ILCS 5/13B to consider any mitigating factors for the student. Continuous improvement updates are also made to the footnotes. | Adopt |
| 7:50-AP, School Admissions and Student Transfers To and From Non-District Schools | The procedure is updated for the reasons stated in 7:50, *School Admissions and Student Transfers To and From Non-District Schools,* above. | Adopt |
| 7:60, Residence | The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, permitting but not requiring the interdistrict transfer of students who are parents, expectant parents, or victims of domestic or sexual violence. Continuous improvement updates are also made to the footnotes. | Adopt |

Sharon Williams, Ed.D.
*Superintendent of Schools*

| Policy | Description | Recommendation |
|---|---|---|
| 7:70, Attendance and Truancy | The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, adding more valid causes for student absence. Continuous improvement updates are also made to the policy and footnotes. | Adopt |
| 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment | The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. Continuous improvement updates are also made to the footnotes. | Adopt |
| 7:185, Teen Dating Violence Prohibited | The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. | Adopt |
| 7:190, Student Behavior | The policy, Legal References and footnotes are updated. The policy and footnotes are updated in response to:<br>1. The addition of a definition for *sexting* that includes Criminal Code of 2012, 720 ILCS 5/11-23.7, added by P.A. 103-825, criminalizing the *non-consensual dissemination of sexually explicit digitized depictions*;<br>2. 105 ILCS 5/22-100, added by P.A. 103-806, defining *corporal punishment*;<br>3. 105 ILCS 5/24-24, amended by P.A. 103-806, permitting school employees to only use reasonable force with respect to a student as permitted under 105 ILCS 5/10-20.33;<br>4. 105 ILCS 5/10-27.1A and 10-27.1B, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling), requiring the superintendent to annually report to ISBE by July 31 certain incidents on school grounds involving firearms, drugs, and battery against staff | Adopt |

| Policy | Description | Recommendation |
|---|---|---|
| | members; and<br>5. Continuous improvement.<br>The Legal References are updated for reason #2 listed above. The footnotes are also updated in response to:<br>1. 105 ILCS 5/10-20.14, amended by P.A. 103-896, requiring ISBE to publish guid- ance for the development of reciprocal reporting systems and evidence-based intervention procedures by 7-1-25;<br>2. Ill. Human Rights Act, 775 ILCS 5/2-101(N), added by P.A. 103-804, eff. 1-1-26, defining *generative artificial intelligence*;<br>3. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896, requiring districts to make reasonable efforts to provide ongoing professional development to school personnel on 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14 and trauma responsive learning environments;<br>4. A.A. v. Summit Sch. Dist. No. 104, 2024 IL App (1st) 232451, holding that the factors for review of an expulsion previously established under Robinson v. Oak Park, 213 Ill.App.3d 77 (1st Dist. 1991) no longer apply because 105 ILCS 5/10-22.6 has clear standards for expulsion.<br>5. 105 ILCS 5/10-22.6(b), amended by P.A. 103-896, deleting a provision that addressed the immediate transfer of students to an alternative program who are suspended in excess of 20 school days;<br>6. 105 ILCS 5/1C-2, amended by P.A. 103-594, prohibiting the expulsion of children from early childhood programs until 7-1-26. On and after 7-1-26, the prohibition will be effective under the Dept. of Early Childhood Act, 325 ILCS 3/15-30(a)(7). | |

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| Policy | Description | Recommendation |
|---|---|---|
| 7:190-AP2, Student Handbook<br>- Gang Activity Prohibited | The procedure is updated in response to a five-year review. | Adopt |
| 7:190-AP5, Student Handbook<br>- Electronic Devices | The procedure is updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement. | Adopt |
| 7:190-AP6, Guidelines for Investigating Sexting Allegations | The procedure is updated in response to:<br>1. Criminal Code of 2012, 720 ILCS 5/11-23.5, amended by P.A. 103-825, amend- ed by P.A. 103-825, revising the elements of the criminal offense of *non-con- sensual dissemination of private sexual images*;<br>2. Criminal Code of 2012, 720 ILCS 5/11-23.7, added by P.A. 103-825, adding the criminal offense of *non-consensual dissemination of sexually explicit digitized depictions*;<br>3. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations; and<br>4. Continuous improvement. | Adopt |
| 7:190-E2, Student Handbook Checklist | The exhibit is updated in response to:<br>1. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations; and<br>2. 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring students be annually notified of support services available for Article 26A Students, the name and contact information of their school's Article 26A Resource Person, and the availability of counseling for students 12 years of age and older without parent/guardian consent under 405 ILCS 5/3-550. | Adopt |

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| Policy | Description | Recommendation |
|---|---|---|
| 7:200, Suspension Procedures | The policy and footnotes are updated in response to 105 ILCS 5/10-22.6, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, providing that during a suspension review hearing or expulsion hearing, students may disclose any factor to be considered in mitigation and students must be allowed to appear with a representative and a support person, and for continuous improvement. | Adopt |
| 7:210, Expulsion Procedures | The policy and footnotes are updated for the reasons stated in 7:200, *Suspension Procedures*. | Adopt |
| 7:210-E1, Notice of Expulsion Hearing | The exhibit is updated for the reasons stated in 7:200, *Suspension Procedures*. | Adopt |
| 7:220-AP, Electronic Recordings on School Buses | The procedure is updated in response to a five-year review. | Adopt |
| 7:250, Student Support Services | The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1- 25, requiring students 12 years of age and older be annually notified of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550, and the designation of at least one staff member in each building as a resource person for Article 26A Students. | Adopt |

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| Policy | Description | Recommendation |
|---|---|---|
| 7:250-AP2, Protocol for Responding to Students with Social, Emotional, or Mental Health Needs | The procedure is updated in response to 105 ILCS 5/26A, added by P.A. 102- 466, a/k/a *ESS Law*, eff. 7-1-25, requiring the designation of at least one staff member in each building as a resource person for Article 26A Students. | Adopt |
| 7:255, Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence | **NEW.** The policy is created in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring districts to ensure they have policies, procedures, and resources in place to ensure that Article 26A Students are provided with support services necessary to enable them to meet State educational standards and successfully attain a school diploma. | Adopt |
| 7:255-AP1, Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence | **NEW.** The procedure is created for the reason stated in 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, above. | Adopt |
| 7:255-AP2, Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence | **NEW.** The procedure is created for the reason stated in 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, above. | Adopt |

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| Policy | Description | Recommendation |
|---|---|---|
| 7:270, Administering Medicines to Students | The policy, Legal References, and footnotes are updated. The policy is updated for continuous improvement to clarify that students may self-carry supplies when authorized by their diabetes care plan and/or seizure action plan.<br>The footnotes are updated in response to:<br>1. 23 Ill.Admin.Code §1.540(b)(2), amended by 48 Ill.Reg. 14539, adding that schools are not required to accept opt-out requests from parents for the ad- ministration of undesignated medications.<br>2. Clinical Social Work and Social Work Practice Act, 225 ILCS 20/4.5, added by P.A. 103-1048, authorizing licensed school social workers to possess and administer opioid antagonists in their licensed professional capacity; and<br>3. Continuous improvement.<br>The Legal References are updated for continuous improvement to add 105 ILCS 150/, Seizure Smart School Act. | Adopt |
| 7:270-AP2, Checklist for District Supply of Undesignated Medication(s) | The procedure is updated in response to:<br>1. 23 Ill.Admin.Code §1.540(b)(2), amended by 48 Ill. Reg. 14539, adding that schools are not required to accept opt-out requests from parents for the ad- ministration of undesignated medications;<br>2. ISBE and the Ill. Dept. of Human Services' *Substance Abuse Prevention and Recovery Instruction Resource Guide*; and<br>3. Continuous improvement. | Adopt |
| 7:310, Restrictions on Publications; Elementary Schools | The policy, footnotes, and Cross References are updated. The policy, Cross References, and footnotes are updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement. The footnotes are also updated in response to: | Adopt |

| Policy | Description | Recommendation |
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| | 1. L.M. v. Town of Middleborough, Mass., 103 F.4th 854 (1st Cir. 2024), addressing the limits of students' right to free speech on campus; and<br>2. Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021), addressing the issue of discipline for off-campus conduct. | |
| 7:310-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools | The procedure is updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement. | Adopt |
| 7:315, Restrictions on Publications; High Schools | The policy, Cross References, and footnotes are updated for the reasons stated in 7:310, *Restrictions on Publications; Elementary Schools*, above. | Adopt |
| 7:315-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools | The procedure is updated for the reasons stated in 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools*, above. | Adopt |
| 7:325-E, Application and Procedures to Involve Students in Fundraising Activities | The exhibit is updated in response to a five-year review. | Adopt |

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| Policy | Description | Recommendation |
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| 7:340, Student Records | The Legal References, Cross References, Administrative Procedure References, and footnotes are updated in response to:<br>1. 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, restricting the circumstances under which schools may disclose information about a student's status as a parent, expectant parent, or victim of domestic or sexual violence; and<br>2. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, providing that a student's temporary records include information about a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence.<br>Continuous improvement updates are also made to the footnotes. | Adopt |
| 7:340-AP1, School Student Records | The procedure is updated for the reasons stated in 7:340, *Student Records*, above. | Adopt |
| 7:340-AP1, E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records | The exhibit is updated in response to 105 ILCS 10/2(f), amended by P.A. 102- 466, a/k/a *ESS Law*, eff. 7-1-25, providing that a student's temporary records include information about a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, and for continuous improvement. | Adopt |
| 7:345-AP, E1, Student Covered Information Reporting Form | The exhibit is updated in response to a five-year review. | Adopt |

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| Policy | Description | Recommendation |
|---|---|---|
| 7:345-AP, E2, Student Data Privacy; Notice to Parents About Educational Technology Vendors | The exhibit is updated in response to a five-year review. | Adopt |
| 7:345-AP, E3, Parent Notification Letter for Student Breach | The exhibit is updated in response to a five-year review. | Adopt |
| 8:30, Visitors to and Conduct on School Property | The Legal References are updated with a minor style change. The footnotes are updated in response to the Criminal Code of 2012, 720 ILCS 5/11-18, amended by P.A. 103-1071, eff. 7-1-25, renaming the criminal offense of patronizing a ~~prostitute~~ person engaged in the sex trade, and for continuous improvement. | Adopt |
| 8:30-E1, Letter to Parent Regarding Visits to School by Child Sex Offenders | The exhibit is updated in response to a five-year review. | Adopt |
| 8:30-E2, Child Sex Offender's Request for Permission to Visit School Property | The exhibit is updated in response to a five-year review. | Adopt |

# School Board

## Uniform Grievance Procedure [1]

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy[2], or has a complaint regarding any one of the following: [3]

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. [4]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law requires this subject matter be covered by policy and controls this policy's content. This policy contains an item 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 sample policy 2:265, *Title IX Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

A grievance procedure is required by many civil rights acts and implementing regulations, including those listed. For the sake of consistency and ease of administration, this policy consolidates all board grievance procedures, excluding Title IX sexual harassment complaints (see sample policy 2:265, *Title IX Grievance Procedure*) into one policy, except those contained in collective bargaining agreements. See the cross references for the policies referring to this uniform grievance procedure policy.

[2] Including the phrase "guaranteed by the State or federal Constitution, State or federal statute, or Board policy" broadens the scope of this policy beyond the items listed. Consult the board attorney regarding whether to retain this phrase and/or to otherwise limit the scope of this policy.

[3] The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.) is not included in the list of statutes that may serve as the basis of a grievance, and attorneys disagree whether it should be. Many believe that IDEA provides the exclusive remedy; others believe that including IDEA allows parents/guardians an opportunity to get their position before the board. Unique and specific complaint resolution mechanisms are expressly provided under IDEA, Article 14 of the School Code, and their respective implementing regulations. These mechanisms follow: (1) IDEA at 20 U.S.C. §1415 (procedural safeguards-mediation and due process); (2) IDEA regulations at 34 C.F.R. §§300.151-300.153 (state complaints), 300.506 (mediation), and 300.507 et seq. (due process); (3) ~~School Code at §§~~105 ILCS 5/14-~~/~~8.02a (mediation and due process) and 5/14-~~/~~8.02b (expedited due process); and (4) special education regulations at 23 Ill.Admin.Code §§226.560 (Mediation), 226.570 (State Complaint Procedures), and Subpart G (due process). A board that would like to include IDEA should consult the board attorney.

[4] The Americans with Disabilities Act Amendments Act (ADAAA) (Pub. L. 110-325), made significant changes to the Americans with Disabilities Act's definition of disability by broadening the scope of coverage. The ADAAA also overturned a series of U.S. Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that impairments were a disability. The U.S. Equal Employment Opportunity Commission's (EEOC) regulations, 29 C.F.R. Part 1630, are at: www.eeoc.gov/eeoc-disability-related-resources/laws-and-regulations-related-disability-discrimination ~~www.eeoc.gov/laws/types/disability_regulations.cfm~~.

Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact their districts.

Title II of the ADA of 1990 also includes website accessibility. The *Web Content Accessibility Guidelines* (WCAG) Version 2.1, Level AA is the formal federal legal standard for public accommodation websites, including school districts. The compliance date for districts is 4-24-26 or 4-26-27, depending upon the size of the population where the district is located. 28 C.F.R. §§35.104 and 35.200 et seq. See t~~T~~he U.S. Dept. of Justice's *Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments* (~~43~~ 8-24), at: https://www.ada.gov/resources/2024-03-08-web-rule/. WCAG 2.1 is available at: www.w3.org/TR/WCAG21. 105 ILCS 5/10-20.75~~, added by P.A. 102-238,~~ also requires school districts to ensure their *Internet websites or web services* comply with Level AA of the WCAG 2.1 or any revised version of those guidelines. *Internet website or web service* means "any third party online curriculum that is made available to enrolled students or the public by a school district through the Internet." Id.



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2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*

~~2.~~3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq. [5]

~~3.~~4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*) [6]

~~4.~~5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)

~~5.~~6. Sexual harassment prohibited by the State Officials and Employees Ethics Act[7], 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of

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[5] See f/n 4's discussion of website accessibility above. See also the discussion in f/n 2 of sample policy 8:70, *Accommodating Individuals with Disabilities*.

[6] 105 ILCS 5/22-95(b)(1)(B), added by P.A. 103-472, requires a district to have an internal process for filing a complaint regarding a violation of its policy (or policies) prohibiting discrimination and harassment on the basis of race, color, national origin, and retaliation. Sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, utilizes this policy as an internal complaint process. See also sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*, which includes additional procedures to be followed when responding to complaints of discrimination and harassment on the basis of race, color, and national origin.

[7] 5 ILCS 430/70-5(a) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment that contains certain prescribed elements. See sample policy 5:20, *Workplace Harassment Prohibited*, at f/n 3 and subhead **Complaints of Sexual Harassment Made Against Board Members by Elected Officials** in sample policy 2:105, *Ethics and Gift Ban*, for further detail. Complaints of sexual harassment made against board members by fellow board members or other elected officials of governmental units must undergo an *independent review*, which is not a term defined in the statute. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20. School districts are also required to create, maintain, and implement an age-appropriate sexual harassment policy. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its f/n 9 for further information.

50 ILCS 205/3c 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." Consult the board attorney about the word *found*. It raises many practical application questions, e.g., when does the word *found* trigger a board's compliance responsibility pursuant to this law. Such questions include, but are not limited to:

1. Must a school board make a *finding* to trigger this requirement? If the severance agreement is entered into post-termination, a record of board *findings* rarely exists.
2. Are charges for termination *findings*? Often superintendents submit charges for termination, but these are not technically *findings*.
3. Are charges based on a complaint manager's report and determination(s) *findings* under the law when a board still has the ability to review and reject the complaint manager's determination(s)?

Next, contrast the above publication law with the Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2). GSPA prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if he or she is fired for *misconduct* by the board. GSPA defines *misconduct* to include sexual harassment and/or discrimination. Id. at 415/5.

Consult the board attorney about how to reconcile whether sexual harassment and/or sexual discrimination is misconduct for which a severance would be prohibited under the GSPA, and therefore, not available to be published under 50 ILCS 205/3c. And for further discussion and other applicable transparency laws that apply to this issue, see also f/n 16 in sample policy 5:20, *Workplace Harassment Prohibited*.



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1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*) [8]

~~6.~~7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60 [9]

~~7.~~8. Bullying, 105 ILCS 5/27-23.7 [10]

~~8.~~9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children [11]

~~9.~~10. Curriculum, instructional materials, and/or programs

~~10.~~11. Victims' Economic Security and Safety Act, 820 ILCS 180/

~~11.~~12. Illinois Equal Pay Act of 2003, 820 ILCS 112/

~~12.~~13. Provision of services to homeless students

~~13.~~14. Illinois Whistleblower Act, 740 ILCS 174/ [12]

~~14.~~15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq. [13]

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[8] Consult the board attorney regarding proper filing and storage of these investigation documents, including whether certain student-related investigation documents are *sole possession records*, a Family Policy Compliance Office (FPCO)-created an exemption to the Family Education Rights Privacy Act (FERPA) (20 U.S.C. §1232g). See *Letter to Ruscio*, 115 LRP 18601 (FPCO 12-17-14).

[9] 105 ILCS 5/10-20.60 requires schools to implement the Ill. sex equity grievance procedures when processing student complaints about breastfeeding accommodations. Complainants must be informed that the board's decision may be appealed to the Regional Superintendent (or appropriate Intermediate Service Center Executive Director) and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. **Note:** Certain claims brought under 105 ILCS 5/10-20.60 may also be covered by the anti-discrimination protections of Title IX; consult the board attorney for further advice. Guidance from U.S. Dept. of Education on Title IX requirements for pregnant and parenting students (June 2013) is available at: www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html.

[10] All districts must have a policy on bullying. 105 ILCS 5/27-23.7. See sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The inclusion of *bullying* in the list of topics that may serve as the basis of a grievance furthers the obligation to communicate this policy to students and their parents/guardians.

[11] Parents/guardians of educationally disadvantaged children may sue a district for misuse of funds allocated by State law for the benefit of such children. Noyola v. Bd. of Educ., 179 Ill.2d 121 (Ill. 1997) (affirming the appellate court's conclusion in Noyola v. Bd. of Educ., 284 Ill.App.3d 128 (1st Dist. 1996) that parents/guardians may pursue a claim to enforce the requirements of the School Code but holding that the proper action for enforcement is by means of mandamus not an implied right of action).

[12] The Whistleblower Act (740 ILCS 174/), amended by P.A. 103-867, includes school districts in the definition of employer. It protects employees from employer retaliation for disclosing information to a government or law enforcement agency. ~~Section 15 also~~740 ILCS 174/15, amended by P.A. 103-867, contains language prohibiting employers from retaliating against employees who disclose information in a court, an administrative hearing, ~~or before a legislative commission or committee,~~ or in any other proceeding initiated by a public body where the employee has ~~reasonable cause to believe~~a good faith belief that ~~the information~~an activity, policy, or practice of the employer: (1) violates ~~reveals a violation of~~ a State or federal law, rule, or regulation; or (2) poses a substantial and specific danger to employees, public health, or safety. The Ill. False Claims Act (740 ILCS 175/) includes school districts in its definition of *State*. A strict interpretation of this language appears to allow school boards to collect civil penalties and costs against someone making a false claim. Before disciplining any employee, boards should thoroughly investigate the ramifications of these acts in consultation with their attorney and liability insurance carriers.

[13] The Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.) is a federal law. Title I addresses the use of genetic information pertaining to health insurance. Title II protects job applicants, current and former employees, labor union members, and apprentices and trainees from discrimination based on their genetic information. GINA covers employers with 15 or more employees.



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~~15.~~16. Employee Credit Privacy Act, 820 ILCS 70/ [14]

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

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable[15] resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

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GINA broadly defines genetic information to include information about an individual's genetic tests, their family members, and, among other things, the manifestation of a disease or disorder in the individual or the individual's family members. Information about an individual's or family member's age or gender is excluded from genetic information. Its remedies mirror those available under a Title VII of the Civil Rights Act claim: back pay, reinstatement, attorneys' fees and compensatory and punitive damages. Retaliation against an individual who brings a claim under GINA is also prohibited. Federal regulations are available at 29 C.F.R. Part 1635, and background information on these regulations is available at: www.eeoc.gov/genetic-information-discrimination~~www.eeoc.gov/regulations-related-genetic-discrimination~~. An FAQ entitled *FAQs on the Genetic Information Nondiscrimination Act* is available at: www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina.

The Ill. Genetic Information Protection Act (GIPA) (410 ILCS 513/) also prohibits employers from making employment decisions on the basis of any employee's genetic testing information and from penalizing employees who do not want to disclose their genetic information as part of a workplace wellness program. GIPA includes the federal GINA's definition of genetic information and creates more stringent obligations on Ill. employers. While the federal GINA exempts small employers (those with less than 15 employees), Illinois' GIPA covers all employers, even those with one employee. GIPA also provides penalties for negligent and intentional mishandling of genetic information. Note that Title II of GINA does not preempt GIPA's greater protections to Illinois employees.

Before using any sort of genetic information, consult the board attorney for guidance regarding GINA's and GIPA's specific applications to the district and how these laws integrate with other related federal laws, such as the Family and Medical Leave Act (29 U.S.C. §2612 et seq.) and the ADA, and State laws governing time off for sickness and workers' compensation.

[14] 820 ILCS 70/. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, when the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. 820 ILCS 70/10(b). A person who is injured by a violation of this Act may bring a civil action to obtain injunctive relief and/or damages. 820 ILCS 70/25. The court must award costs and reasonable attorneys' fees to a prevailing plaintiff. Id.

[15] The phrase "prompt and equitable resolution" comes from Title IX implementing regulation 34 C.F.R. §106.8(c~~b~~)~~(2)~~ which requires schools to "adopt~~,~~ and publish~~, and implement~~ grievance procedures ~~,~~ that provide for the prompt and equitable resolution of ~~complaints made by~~ students~~,~~ and employee~~s, or other individuals who are participating or attempting to participate in the recipient's education program or activity~~ complaints" of~~alleging~~ sex discrimination.



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Deadlines

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

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender.[16] The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

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

For any complaint alleging sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee[17] shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

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

For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[18] should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf.[19] The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[16] This is a best practice.

[17] "Title IX Coordinator or designee" is used where Title IX is implicated. In contrast, if Title IX is not implicated, "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see the last paragraph under the **Filing a Complaint** subhead).

[18] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

[19] This policy gives complaint managers the flexibility to appoint another individual to conduct an investigation, which may be appropriate in cases where the neutrality or efficacy of the complaint manager is an issue, and/or where the district wishes to have the expertise and related attorney-client and work product privileges that an in-house or outside attorney may afford an investigation. Such alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals).



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

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time from the Superintendent.

The Superintendent will keep the Board informed of all complaints.

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

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall provide his or her written decision to the Complainant and the accused[20] as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard. [21]

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

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

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall provide its written decision to the Complainant and the accused,[22] as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party. [23]

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[20] Using a consistent delivery method that allows the district to verify the date of receipt is a best practice, e.g., registered mail, return receipt requested, and/or personal delivery.

[21] *Preponderance of evidence* is a standard of proof 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 Law Dictionary, 11th ed. 2019.*

[22] See f/n 20, above.

[23] The Ill. sex equity regulations require districts to have "specific timelines for completion of each step and rendering of a written decision, and shall 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). To avoid arguments over these timelines, this sample policy provides that the failure to strictly follow the timelines does not prejudice any party. The grievance procedure is worthless if complaints are not thoroughly and promptly investigated.



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Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers [24]

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

The ~~Nondiscrimination Coordinator also serves as the District's~~Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [25]

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

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator, Title IX Coordinator, and the Complaint Managers. [26]

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[24] 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.

A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.

[25] Title IX regulations require districts to designate and authorize an employee to coordinate 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. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations.

A district must prominently display its Title IX nondiscrimination policies (this policy 2:260, *Uniform Grievance Procedure*, and policy 2:265, *Title IX Grievance Procedure*) and contact information for its Title IX Coordinator 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*.~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.," insert a hard return to create a new paragraph, and insert "The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

~~Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~

[26] The board may include the following option to address publication of such contact information:

"The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers on an annual basis."

Publicizing the contact information for the Nondiscrimination Coordinator and Complaint Managers through personnel handbooks, student handbooks, and/or on the district's website is a best practice. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.



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| **Nondiscrimination Coordinator:** | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

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LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
20 U.S.C. §1232g, Family Education Rights Privacy Act.
20 U.S.C. §1400, The Individuals with Disabilities Education Act.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments; 34 C.F.R. Part 106.
29 U.S.C. §206(d), Equal Pay Act.
29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973.
29 U.S.C. §2612, Family and Medical Leave Act.
42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
42 U.S.C. §12101 et seq., Americans With Disabilities Act; 28 C.F.R. Part 35.
105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69, 5/10-20.75, 5/10-22.5, 5/22-19, 5/22-95 (final citation pending), 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.
5 ILCS 415/10(a)(2), Government Severance Pay Act.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
410 ILCS 513/, Ill. Genetic Information Privacy Act.
740 ILCS 174/, Whistleblower Act.
740 ILCS 175/, Ill. False Claims Act.
775 ILCS 5/, Ill. Human Rights Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 112/, Equal Pay Act of 2003.
820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part 280.
23 Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

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# School Board

## Title IX Grievance Procedure [1]

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) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

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 when that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:[2]

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;[3] or

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[1] 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). While 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 – including applicants for employment, students, parents/guardians, any employee, and third parties.

[2] 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).

[3] 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.



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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)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36). [4]

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

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. [5]

*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.[6]

*Formal Title IX Sexual Harassment Complaint* means a document filed by a *Complainant* or signed by the Title IX Coordinator[7] alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation. [8]

*Respondent* means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. [9]

*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. [10]

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

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[4] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for these definitions and other definitions of italicized terms in this policy. Title IX regulations at 34 C.F.R. §106.30 contain pinpoint citations to the Violence Against Women Act (VAWA) (34 U.S.C. §12291 et seq.) for the definitions of *dating violence*, *domestic violence*, and *stalking*. VAWA was reauthorized in 2022 and the citations changed; however, 34 C.F.R. §106.30 has not been updated. This policy uses the updated VAWA citations.

[5] 34 C.F.R. §106.30.

[6] 34 C.F.R. §106.44(a).

[7] See f/n 17 in sample policy 2:260, *Uniform Grievance Procedure*.

[8] 34 C.F.R. §106.30.

[9] Id.

[10] Id. See sample administrative procedure 2:265-AP1, *Title IX Response*, for further discussion of supportive measures.



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prevention programs in grades pre-K through 12,[11] and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12.[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 as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. [13]
3. Notifies applicants for employment,[14] 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. [15]

Making a Report

A person who wishes to make a report under this Title IX 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. [16]

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.

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[11] Required by 105 ILCS 110/3 and 105 ILCS 5/10-23.13 (*Erin's Law*).

[12] Required by Id. at 110/3.

[13] 105 ILCS 110/3. Detailed training requirements exist for Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. 34 C.F.R. §106.45(b)(1)(iii). Title IX rules "[leave districts] discretion to determine the kind of training to other employees that will best enable the [district], and its Title IX Coordinator, to meet Title IX obligations." 85 Fed. Reg. 30114. Many attorneys agree the best practice is to train all district staff about 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. See sample administrative procedure 2:265-AP1, *Title IX Response*.

[14] If your district is covered by Subpart C of Title IX, which "applies only to institutions of vocational education, professional education, graduate higher education, and public institutions of undergraduate higher education," amend this to state "applicants for admission or employment." 34 C.F.R. §106.15(d).

[15] 34 C.F.R. §106.8. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

[16] 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.



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The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [17]

**Title IX Coordinator:**

_____
Name

_____
Address

_____
Email

_____
Telephone

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, 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. [18]

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.[19] 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; Code of Professional Conduct; and Conflict of Interest*;[20] 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.

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[17] Title IX regulations require districts to designate and authorize an 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. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. See sample policy 2:260, *Uniform Grievance Procedure*.

The Title IX Coordinator with ultimate oversight should be listed in this policy. While the name and contact information is 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 name and contact information when necessary. It is important for updated name and contact information to be inserted into this policy and regularly monitored.

[18] Required by 34 C.F.R. §106.44(a) and (b) regardless of whether a formal Title IX sexual harassment complaint is filed.

[19] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of Title IX sexual harassment and non-Title IX sexual harassment. Consult the board attorney for further guidance.

[20] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*.



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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. [21]

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.[22] The District's grievance process shall, at a minimum: [23]

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. [24]
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.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[21] 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.

[22] 34 C.F.R. §106.45(b). See sample administrative procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[23] 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process.

[24] Aside from the general training requirements of 34 C.F.R. §106.45(b)(1)(iii), the DOE gives districts flexibility to determine certain training practices or techniques to best meet training requirements based upon their unique local conditions and resources within their educational community. 85 Fed. Reg. 30120. See also 85 Fed. Reg. 30084 (declining to specify that training of Title IX personnel must include implicit bias training, so long as training provides instruction on how to serve impartially and avoid prejudgment of the facts at issue, conflicts of interest, and bias, and that training materials avoid sex stereotypes).



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5. Require that any individual designated by the District as a decision-maker receive training[25] 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.
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. [26]
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. [27]

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

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[25] 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.**

If using a live hearing during the grievance process, amend #5 by inserting the following underscored text: "Require that any individual designated by the District as a decision-maker receive training on any technology to be used at a live hearing and 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."

[26] 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of proof it will use to determine responsibility of the respondent. The standard of proof 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 sample policy uses the *preponderance of evidence* standard of proof, not the *clear and convincing evidence* standard of proof. *Preponderance of evidence* is a standard of proof 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 Law Dictionary, 11th ed. 2019*. *Preponderance of evidence* is the standard of proof used in sample policy 2:260, *Uniform Grievance Procedure*. *Clear and convincing* is a higher standard of proof, requiring more than *preponderance of 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 Law Dictionary, 11th ed. 2019*. **Consult the board attorney regarding the appropriate standard of proof for the district, as well as implications if a different standard of proof is used in this policy than in 2:260, *Uniform Grievance Procedure*.** For boards that choose the *clear and convincing evidence* standard of proof, delete "~~*preponderance of*~~" and insert "*clear and convincing*." Ensure the same standard of proof is used in 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[27] Examples of legally recognized privileges include attorney-client privilege, doctor-patient privilege, and spousal privilege. See 85 Fed. Reg. 30277.



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student behavior policies.[28] 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. [29]

Retaliation Prohibited [30]

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*. [31]

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; Code of Professional 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), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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[28] See sample policies 7:190, *Student Behavior*, and 7:230, *Misconduct by Students with Disabilities*. See also sample 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.

[29] Examples of rights the district or parties may exercise ancillary to this Title IX 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 sample policy 7:10, *Equal Educational Opportunities*).

[30] 34 C.F.R. §106.71.

[31] Retaliation complaints must be processed under sample 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.



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# Operational Services

## Identity Protection [1]

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to: [2]

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the District from unauthorized disclosure.

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[1] **Consult the board attorney before adoption of this policy**. Districts may choose to provide or implement more protections than the statutory requirements outlined in this sample policy. While the laws that apply to this policy govern current management of sensitive information, best practices may outpace the law's ability to keep up. See also f/n 19 to sample policy 2:250, *Access to District Public Records*, detailing the preservation requirements of the Local Records Act (50 ILCS 205/3), the Family Educational Rights and Privacy Act (20 U.S.C. §1232g), and the Ill. School Student Records Act (105 ILCS 10/), and litigation holds or document preservation requirements pursuant to Federal Rules of Civil Procedure (Rules 16 and 26).

The Identity Protection Act (IPA) (5 ILCS 179/) requires that this subject matter be covered in policy and controls its content. 5 ILCS 179/35. The Act places greater limits on the use of social security numbers (SSNs) than federal law. The IPA defines *identity-protection policy* as "any policy created to protect social security numbers from unauthorized disclosure." (*Social security number* is not capitalized in the IPA). 5 ILCS 179/5. Much of a district's collection, storage, use, and disclosure of SSNs applies to employee records only. But limited exceptions may exist where a school district may need to ask students or their parents/guardians to provide SSNs, and any collection and retention of students' SSNs must also be in accordance with this policy.

Another State law, the Personal Information Protection Act (PIPA) (815 ILCS 530/) requires *data collectors of personal information* to provide certain notice to Illinois residents, and in certain cases, the Ill. Attorney General, when the collector's system data is breached. 815 ILCS 530/10. Under PIPA, *data collector* is broadly defined to include government agencies and any entities that deal with nonpublic *personal information*. *Personal information* is defined as: (1) an individual's first name or first initial combined with an SSN, driver's license number or State identification card number, financial account information (including without limitation, credit or debit card numbers), medical or health insurance information or biometric data; or (2) a username or email address in combination with a password or security question and answer that would permit access to an online account. Id. at 530/5. Depending on whether the *data collector* owns or merely maintains or stores the information, additional notification requirements will also apply. Finally, PIPA requires *units of local governments* to dispose of personal information so that it may not be read or reconstructed. Id. at 530/40. It is unclear whether Section 530/40 applies to school districts because PIPA does not specifically identify school districts as *units of local governments* (Ill. Constitution Article VII, Sec. 1). However, the Ill. State Board of Education (ISBE) considers PIPA to apply to the handling of personally identifiable information under grant awards. See the ISBE *Checklist for Protection of Personally Identifiable Information Review*, referenced in f/n 9, below. **Consult the board attorney for advice on the applicability of PIPA's various mandates to your district**. See f/n 4, below for more information about options to include PIPA requirements in this sample policy.

The U.S. Cybersecurity & Infrastructure Security Agency (CISA) recommends that K-12 districts have an *incident response plan* (IRP) that details what a district needs to do before, during, and after an actual or potential security incident. See www.cisa.gov/online-toolkit-partnering-safeguard-k-12-organizations-cybersecurity-threats. In the case of a data breach, it is critical for a district to have an IRP in place that is customized to local conditions and to practice the plan. Having an IRP may also be required for cyber liability insurance coverage. For resources and templates, see https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-61r2.pdf, www.ltcillinois.org/resources/k12-incident-response-plan-template-security-studio, https://studentprivacy.ed.gov/resources/data-breach-scenario-trainings, and www.k12six.org/essentials-series.

[2] The list of goals is optional; it may be deleted, augmented, or otherwise amended.



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The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following: [3] [4]

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose. [5]
5. All employees must be advised of this policy's existence, and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request. [6]

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[3] The IPA requires items #1-4 to be covered in a policy. 5 ILCS 179/35(a).

[4] For boards that want to include PIPA mandates in this Policy, insert the following option after the IPA items #1-4, or if the board includes items #5 and #6 (discussed in f/n 6, below), after items #1-6, and add "815 ILCS 530/, Personal Information Protection Act" to the Legal References:

> The Superintendent is also responsible for ensuring the District complies with the Personal Information Protection Act, 815 ILCS 530/. Compliance measures shall include each of the following:
>
> 1. Written or electronic notification to an individual and, if applicable, the owner of the information, as required by 815 ILCS 530/10 whenever his or her personal information was acquired by an unauthorized person; *personal information* means either:
>    a. An individual's first name or first initial and last name in combination with any one or more of his or her (i) social security number, (ii) driver's license number or State identification card number, (iii) financial account information (with any required security codes or passwords), (iv) medical information, (v) health insurance information, and/or (vi) unique biometric data or other unique physical or digital representation of biometric data, when either the name or the data elements are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the name or data elements have been acquired through the breach of security; or
>    b. An individual's username or email address, in combination with a password or security question and answer that would permit access to an online account, when either the username or email address or password or security question and answer are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the data elements have been obtained through the breach of security.
> 2. Notification to the Ill. Attorney General as required by 815 ILCS 530/10, if a single breach of the security system requires the District to notify more than 500 Illinois residents.
> 3. Cooperation with the owner of the information in matters relating to the breach, if applicable, as required by 815 ILCS 530/10.
> 4. Disposal of materials containing personal information in a manner that renders the personal information unreadable, unusable, and undecipherable; personal information has the meaning stated in #1, above.

[5] See sample exhibit 4:15-E2, *Statement of Purpose for Collection of Social Security Numbers*.

[6] Items #5 and #6 are not required to be in policy but districts are required to perform the described action(s). 5 ILCS 179/35(b). These compliance measures are covered in sample administrative procedure 4:15-AP1, *Protecting the Privacy of Social Security Numbers*.



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6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee. [7]

No District employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Superintendent.[8] This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

Treatment of Personally Identifiable Information Under Grant Awards [9]

The Superintendent ensures that the District takes reasonable cybersecurity and other measures to safeguard information including: (1) *protected personally identifiable information*,[10] (2) other types of information that a federal ~~awarding~~ agency, pass-through ~~agency~~ entity, or State awarding agency designates as sensitive, such as *personally identifiable information* (PII)[11] and (3) information that the

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[7] Optional. See f/n 6 above.

[8] This sentence is optional. Its intent is to inform employees of the need to have proper authority before collecting, storing, using, or disclosing SSNs. A board may attach a sanction to the paragraph by adding the following option:

> An employee who has substantially breached the confidentiality of social security numbers may be subject to disciplinary action or sanctions up to and including dismissal in accordance with District policy and procedures.

[9] While the federal regulations on procurement standards in 2 C.F.R. Part 200 do not specifically require a written policy on the treatment of *personally identifiable information* (PII) under grant-funded programs, the Ill. State Board of Education's (ISBE's) *Checklist for Protection of Personally Identifiable Information Review* (ISBE Checklist), at www.isbe.net/Pages/Federal-and-State-Monitoring.aspx, requires an approved policy or policies related to the identification, handling, storage, access, disposal, and overall protection of PII as evidence of legal compliance with the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) and federal regulations. At the time of **PRESS** Issue 118's publication (Apr. 2025), ISBE had not updated this Checklist with the 2024 revisions to the definitions of PII and *protected personally identifiable information* (Protected PII) at 2 C.F.R. §200.1. The ISBE Checklist is specific to PII handled by districts in connection with their administration of grants. The uniform federal rules on procurement standards in 2 C.F.R. Part 200 apply to eligible State grants through the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/). This sample policy and accompanying sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*, are designed to help districts meet the standard set forth in 2 C.F.R. §200.303(e) and the documentation items on the ISBE Checklist.

[10] ~~*Protected personally identifiable information* (~~Protected PII~~)~~ means ~~an individual's first name or first initial and last name in combination with any one or more types~~ PII (see definition at f/n 11), except for certain types of PII that must be disclosed by law. 2024 revisions to 2 C.F.R. Part 200 eliminated examples of Protected PII and instead only list examples of PII within the definition of Protected PII at 2 C.F.R. §200.1, which may indicate broadening of the definition of Protected PII. See 89 Fed. Reg. 79732. ~~of information, including~~Before the 2024 revisions, examples of Protected PII contained in the regulation included, but were not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal records, medical records, financial records, and~~or~~ educational transcripts. ~~Protected PII does not include *personally identifiable information* (PII) that is required by law to be disclosed.~~ 2 C.F.R. §200.1. Consult the board attorney for guidance in this area. See sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*. Protected PII is similar to, but broader than, the definition of *personal information* under PIPA.

[11] PII is a broader concept than Protected PII. Said another way, Protected PII is a subset of PII.



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District considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act (30 ILCS 708/).

The Superintendent shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information.[12] The Superintendent shall ensure that employees and contractors responsible for the administration of a federal or State award for the District receive regular training in the safeguarding of sensitive information.[13] Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

LEGAL REF.: 2 C.F.R. §200.303(e).
5 ILCS 179/, Identity Protection Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 205/3, Local Records Act.
105 ILCS 10/, Illinois School Student Records Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

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PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some ~~information that is considered to be~~ PII is available in public sources such as telephone books and ~~public~~ websites~~, and it is considered to be Public PII. Public PII includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials.~~ This was previously defined as *public personally identifiable information* (Public PII), but 2024 revisions to 2 C.F.R. Part 200 have deleted Public PII as a definition. The definition of PII is not ~~anchored~~ attached to any single category of information or technology. ~~Rather~~Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that~~, when combined with other available information,~~ could be used to identify an individual when combined with other available information. 2 C.F.R. §200.1.

In addition to 2 C.F.R. §200.303(e), depending upon the type of record being created or used in connection with a grant-funded program, multiple laws may govern the treatment of ~~*personally identifiable information* (~~PII~~)~~ under a grant, including the IPA (5 ILCS 179/), PIPA (815 ILCS 530/), Family Educational Rights and Privacy Act, (20 U.S.C. §1232g), Ill. School Student Records Act (105 ILCS 10/), Student Online Personal Protection Act, (105 ILCS 85/), Personnel Record Review Act (820 ILCS 40/), and Local Records Act (50 ILCS 205/3).

**12** See sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*.

**13** The ISBE Checklist requires districts to maintain documentation of training of all employees/contractors on the handling of PII, including evidence of the date(s) of the training and attendance/completion of the training. See www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. Because many individuals in a district can be involved in day-to-day administration of activities supported by a federal or State grant, best practice is to regularly train all employees on the safeguarding of such sensitive information, e.g., upon hire and then annually or semi-annually.



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# Operational Services

## Accounting and Audits [1]

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 [2]

At the close of each fiscal year, the Superintendent 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. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

### Annual Financial Report [3]

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.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. A board policy or resolution is required concerning revolving funds and petty cash. 23 Ill.Admin.Code §100.70. This policy is intended to facilitate the board's fiscal oversight role. The last sentence of the first paragraph should be modified to align with local conditions. ~~The *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing* at 23 Ill.Admin.Code Part 100 replaced 23 Ill.Admin.Code Part 110, *Program Accounting Manual* and 23 Ill.Admin.Code Part 125, *Student Activity Funds and Convenience Accounts*.~~

[2] Audit requirements are found in 105 ILCS 5/3-7 and 5/3-15.1, and 23 Ill.Admin.Code §100.110. The federal Single Audit Act adds audit requirements for federal programs. 31 U.S.C. §7501 et seq. Grant Accountability Transparency Act (GATA) (30 ILCS 708/) rules also require districts that receive federal pass-through and State-issued awards to have a financial statement audit conducted in accordance with 23 Ill.Admin.Code §100.110, regardless of the amount of award expenditures. 44 Ill.Admin.Code §7000.90(c)(3). See f/n 5, below, for additional information regarding GATA.

For districts in suburban Cook County, replace "Regional Superintendent of Schools" with "appropriate Intermediate Service Center Executive Director."

The following optional sentence establishes an audit committee: "The Board will annually establish an audit committee to help the Board select an external auditor, confer with the auditor regarding the audit's scope, and oversee the audit process." **Note:** All board committees are subject to the Open Meetings Act (5 ILCS 120/).

The following optional sentence establishes a competitive process for selecting the external auditor; it prevents a long-term relationship with an auditor and reduces the possibility of audits being too routine or friendly: "The Board will annually advertise a request for proposals to perform the external audit." Substitute "periodically" for "annually" if desired.

[3] Requirements for the annual financial report are found in 105 ILCS 5/2-3.27 and 5/3-15.1; 23 Ill.Admin.Code §100.100. The last sentence of this section should be modified to align with local conditions.



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Inventories [4]

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.[5] The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law. [6]

Capitalization Threshold [7]

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of $~~5~~10,000 and have an estimated useful life greater than one year.

Disposition of District Property [8]

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

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[4] The content of inventory records is at the district's discretion, with the exception of supplies and equipment that are governed by 2 C.F.R. §200.313. See f/n 5, below.

[5] 2 C.F.R. §200.313. The uniform federal rules that govern federal grant awards in 2 C.F.R. Part 200 apply to State-issued awards through the Grant Accountability Transparency Act (GATA) (30 ILCS 708/), unless exempted in whole or in part by the Governor's Office of Management of Budget. 30 ILCS 708/55. See www.isbe.net/gata for further information about the scope of GATA's application to federal awards and State-funded grant programs administered by the Ill. State Board of Education (ISBE). See sample administrative procedure 4:80-AP3, *Inventory Management for Federal and State Awards*. ISBE guidance is available at: www.isbe.net/Documents/fiscal_procedure_handbk.pdf and www.isbe.net/Pages/Federal-and-State-Monitoring.aspx.

[6] Id. In connection with ISBE's grant monitoring function, ISBE published a *Checklist for Equipment and Inventory Review* which requires an approved policy (or procedure) related to the management of equipment at:
www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. At the time of **PRESS** Issue 118's publication (Apr.2025), ISBE had not updated its Checklist to incorporate 2024 amendments made to 2 C.F.R. Part 200, including the increase in the capitalization threshold from $5,000 to $10,000.

[7] Optional. 23 Ill.Admin.Code §100.60 requires school boards to adopt a capitalization threshold, which can be done through policy. The capitalization threshold is a dollar figure above which the cost of an item will be included on financial statements and depreciated. A minimum threshold of $~~5~~10,000, or a lesser amount established by the board, and useful life greater than one year complies with the definition of *equipment* under federal grant rules. 2 C.F.R. §§200.1 and 200.313(e). ~~, but may be adjusted, and/or M~~multiple thresholds can be established~~,~~ for different categories of capital assets. Id. ~~2 C.F.R. §§200.1 and 200.313(e).~~ The Government Accounting Standards Board (GASB) Statement No. 34 at para. 115(e) states that a government should disclose its policy "for capitalizing assets and for estimating the useful lives of those assets." See GASB Statement 34 and Implementation Guide No. 2015-1 ~~*Guide to Implementation of GASB Statement 34 on Basic Financial Statements* (p.28),~~ both available at: www.gasb.org. District auditors may require or recommend a district have a more comprehensive capitalization policy and/or procedure. Such an accounting policy or procedure should be developed in consultation with the district's accounting professional(s) and tailored to reflect local conditions.

[8] The requirements in this section are specified in 105 ILCS 5/5-22 (allowing property constructed or renovated by students as part of a curricular program to be sold through the services of a licensed real estate broker subject to certain requirements), 5/10-22.8 (sale of personal property); and 2 C.F.R. §200.313(e) and (f) for federal awards and State awards governed by GATA. See f/n 5, above, regarding grant award requirements. A board that desires to act on the disposition of property having *any* value should use the following alternative to this section's last sentence: "Notwithstanding the above, the Superintendent or designee may unilaterally dispose of worthless personal property."

The recipient (through either sale or donation) of any discarded school bus must immediately: (1) remove, cover, or conceal the "SCHOOL BUS" signs and any other insignia or words indicating the vehicle is a school bus; (2) render inoperable or remove entirely the stop signal arm and flashing signal system; and (3) paint the school bus a different color from those under 625 ILCS 5/12-801. 625 ILCS 5/12-806(b).



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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 and, when permitted by the terms and conditions of the award, the retention of property acquired by the District under grant awards that comply with federal and State law.

Taxable Fringe Benefits [9]

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 [10]

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 payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of $1,000. 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 [11]

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

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[9] The intent of this optional section is twofold: (1) to control personal use of district property and equipment; and (2) to ensure compliance with IRS rules. As to the first point, allowing personal use of district property or equipment is arguably prohibited by the Ill. Constitution, Art. VIII, Sec. 1 which states: "Public funds, property or credit shall be used only for public purposes." As to the second point, any fringe benefit an employer provides is taxable and must be included in the recipient's pay unless the law specifically excludes it. See Publication 15-B (2025~~2019~~), *Employer's Tax Guide to Fringe Benefits*, at: www.irs.gov/pub/irs-pdf/p15b.pdf.

[10] 105 ILCS 5/10-20.19(2); 23 Ill.Admin.Code §100.70. This paragraph's contents are mandatory, except for the $1,000 cap on the maximum balance of revolving funds. The cap amount may be changed or the following alternative used: "Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Superintendent consistent with the annual budget."

The School Code defines petty cash as a type of revolving fund. Id. It and other revolving funds carry a standard balance and are regularly reimbursed to maintain the standard balance amount (generally referred to as an *imprest system* of financial accounting). In practice, petty cash is paid out of a *de minimis* cash amount maintained by a fund custodian. Disbursement from a revolving fund other than petty cash is typically made against an imprest checking account, by an authorized signor who is readily available in the district, e.g., a superintendent or building principal. The authorized signor manages the revolving fund and requests the board to reimburse the fund for expenses incurred to bring the imprest account back to its standard balance.

[11] This section is largely up to the local board's discretion; additional controls may be added. The following alternative to the second sentence will mandate two signatories for checks:



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District must be signed by either the Treasurer or Board President, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

Internal Controls [12]

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,

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Two of the following individuals: the Treasurer, Board President, and/or Board Vice -President, shall sign all checks issued by the School District, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

See sample policy 4:90, *Student Activity and Fiduciary Funds*, for more information about a board's responsibilities for *student activity funds* and *fiduciary funds*. A board must comply with State law requirements concerning the use of facsimile or electronic signatures on checks. The Secretary of State, Index Department, maintains certified manual signatures of officers authorized to sign checks. Uniform Facsimile Signature of Public Officials Act, 30 ILCS 320/. Electronic records and signatures are governed by the Uniform Electronic Transactions Act. 815 ILCS 333/. Attorneys disagree about the applicability of these laws to school districts.

**12** This section is largely up to the local board's discretion. The annual audit must include a "review and testing of the internal control structure." 23 Ill.Admin.Code §100.110. This review's limited scope means that boards should not rely on it to reveal uncontrolled financial risks. The board's responsibility is to establish policy to safeguard the district's financial condition. Indeed, the oath of office includes this promise: "I shall respect taxpayer interests by serving as a faithful protector of the school district's assets." In this sample policy, the board sets the control objectives and the superintendent is responsible for developing an internal controls system. In addition, ISBE has issued guidance on internal controls pursuant to its administration of the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/. See ISBE's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures*, at: www.isbe.net/Documents/fiscal_procedure_handbk.pdf, which states that "to establish a strong control environment, grantees must…[d]esign internal controls that are in compliance with guidance in *Standards for Internal Control in the Federal Government* issued by the Comptroller General of the United States" (a free resource, available at: www.gao.gov/assets/670/665712.pdf) or the *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (a fee-based resource, available at: www.coso.org/guidance-on-ic). Boards that wish to take a larger oversight role regarding internal controls may list the numbered sentences in the IASB sample administrative procedure 4:80-AP1, *Checklist for Internal Controls*, as required inclusions in the superintendent's program for internal controls. This alternative, for insertion at the end of this section's first paragraph, follows:

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

1. All financial transactions must be properly authorized and documented.
2. Financial records and data must be accurate and complete.
3. Accounts payable must be accurate and punctual.
4. District assets must be protected from loss or misuse.
5. Incompatible duties should be segregated, if possible.
6. Accounting records must be periodically reconciled.
7. Equipment and supplies must be safeguarded.
8. Staff members with financial or business responsibilities must be properly trained and supervised, and must perform their responsibilities with utmost care and competence.
9. Any unnecessary weaknesses or financial risks must be promptly corrected.



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waste, and abuse,[13] 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)

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[13] Unless specifically exempted, grantees receiving funds from any State agency, including ISBE, must comply with GATA and annually complete a *Fiscal and Administrative Internal Controls Questionnaire* (ICQ). The ICQ covers a number of different topics related to internal controls. Districts that are identified as having one or more areas of elevated risk based on their answers to the ICQ, are required to develop and implement corrective action to address the area(s). Districts that fail to take necessary corrective action to address weak areas of internal control put their grant funding at risk. One of the sections of the ICQ may address a grantee's internal controls for fraud, waste, and abuse, including whether the grantee has a *fraud awareness program*. See sample administrative procedures 4:80-AP1, *Checklist for Internal Controls*, and 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*, which incorporate ISBE-recommended practices related to fraud, waste, and abuse.


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# Operational Services

## Food Services [1]

Good nutrition shall be promoted in the District's meal programs and in other food and beverages that are sold to students during the school day. The Superintendent shall manage a food service program that complies with this policy and is in alignment with School Board policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*. [2]

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day.[3] *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law.[4] The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act. [5]

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[1] State or federal law controls this policy's content. Districts that participate in programs under the National School Lunch Act and Child Nutrition Acts must establish policies and procedures as are necessary to ensure compliance with 7 C.F.R. §210.1(b).

The Ill. State Board of Education (ISBE) limits the sale of competitive food and beverages sold to students on the school campus of any school that participates in the School Breakfast Program or the National School Lunch Program. 23 Ill.Admin.Code §305.15(a).

This policy's first sentence provides an opportunity for a school board to consider goals for the food service program and, if appropriate, amend the sentence. For example, a board may want to address the role of parents, alignment with curriculum, or the purpose of vending machines.

Subject to funding by the General Assembly, 105 ILCS 5/2-3.204, added by P.A. 103-1076, requires ISBE to secure one or more statewide master contracts for Halal and Kosher meals so districts may purchase them. If ISBE secures a master contract, it must notify districts of prepackaged meal options available under the contract. Districts may then purchase the prepackaged meals under the master contract. Districts must establish procedures regarding ordering, preparing, and serving prepackaged meal options offered under a statewide contract. Id.

[2] 7 C.F.R. Parts 210 & 220.

[3] Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq., as amended by the Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296); 7 C.F.R. §210.11(c).

[4] 7 C.F.R. §210.11(a)(2); 23 Ill. Admin. Code §305.5.

[5] 105 ILCS 125/5.5~~, added by P.A. 102-761,~~ requires districts that participate in the National School Lunch Program to provide a plant-based school lunch option that complies with federal nutritional standards to those students who submit a prior request to the district for the option. Districts may, but are not required to, incorporate a plant-based option into their planned menu as a means of compliance. See ISBE's *Dietary Accommodations* guidance, at: www.isbe.net/Documents/K-Accommodations.pdf.



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All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account. [6]

LEGAL REF.: 42 U.S.C. §1751 et seq., Russell B. National School Lunch Act.
42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
7 C.F.R. Parts 210 (National School Lunch Program) and 220 (School Breakfast Program).
105 ILCS 125/, School Breakfast and Lunch Program Act.
23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

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[6] This paragraph addresses the federal *requirements for competitive food* in 7 C.F.R. §210.11(b). This rule requires state agencies (ISBE) and/or [school districts] to "establish such policies and procedures as are necessary to ensure compliance with [the federal rules]. State agencies and/or [school districts] may impose additional restrictions on competitive foods…." ISBE's implementing rule, 23 Ill.Admin.Code §305.15(d), imposes additional restrictions by requiring "the revenue from any food or beverage meeting the competitive food standards sold to students in food service areas during the meal period accrue to the nonprofit school lunch program account."


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# General Personnel

## Equal Employment Opportunity and Minority Recruitment [1]

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[1] Federal and State law (see the policy's Legal References) require that all districts have a policy on equal employment opportunities and control this policy's content. **This is a complex, confusing, and highly litigated area of the law; consult the board attorney for advice on the application of these laws to specific situations.**



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The School District shall provide equal employment opportunities[2] to all persons regardless of their race;[3] color; creed; religion;[4] national origin; sex;[5] sexual orientation;[6] age;[7] ancestry; marital status;[8]

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[2] *Equal employment opportunities* apply to virtually all terms and conditions of employment, e.g., discharge, hire, promotion, pay, demotion, and benefits (see the policy's Legal References). The Ill. Constitution protects the following categories from discrimination in employment: race, color, creed, national ancestry, sex, and handicap. Art. I, §§17, 18, and 19. The Ill. Human Rights Act (IHRA) protects the following categories from discrimination in employment, whether *actual* or *perceived*: race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, order of protection status, sexual orientation, pregnancy, reproductive health decisions, unfavorable discharge from military service, arrest record, conviction record (unless authorized by law), citizenship status, work authorization status. 775 ILCS 5/1-102(A), amended by P.A.~~s 102-233, and~~ 103-785~~, eff. 1-1-25~~; 5/1-103, amended by P.A.~~s 102-419, and 102-1102 and~~ 103-785~~, eff. 1-1-25~~; and 775 ILCS 5/2-103.1. The IHRA also prohibits employers from using artificial intelligence (AI) in a manner that subjects employees to unlawful discrimination, and it requires employers to provide notice to employees when it uses AI with respect to recruitment, hiring, promotion, renewal of employment, selection for training, discharge, discipline, tenure, or the terms, privileges, or conditions of employment. 775 ILCS 5/2-102(L), added by P.A. 103-804, eff. 1-1-26.~~ For resources on the use of AI in employment decisions, see www.eeoc.gov/ai.~~

The IHRA requires employers to annually disclose to the Ill. Dept. of Human Rights (IDHR) certain information about adverse judgments and administrative rulings where there was a finding of sexual harassment or unlawful discrimination under any federal, State, or local law, as well as data regarding settlement agreements, if requested by an IDHR investigator. 775 ILCS 5/2-108 (scheduled to be repealed on 1-1-30).

Title VII of the Civil Rights Act of 1964 (Title VII) prohibits discrimination because of an individual's race, color, religion, sex, or national origin. 42 U.S.C. §2000e et seq., amended by The Lilly Ledbetter Fair Pay Act of 2009 (LLFPA), Pub.L. 111-2.

Under the Workplace Transparency Act ~~(WTA)~~ (820 ILCS 96/), employers may not, as a condition of employment or continued employment, prevent prospective or current employees from making truthful statements or disclosures about alleged unlawful employment practices, including discrimination. Id. at 96/1-25.

The LLFPA clarifies that a discriminatory compensation decision or other practice occurs each time an employee is paid or receives a last benefits check pursuant to the discriminatory compensation decision as opposed to only from the time when the discriminatory compensation decision or other practice occurred. The ~~Act~~LLFPA has no legislative history available to define what the phrase *or other practice* might mean beyond a discriminatory compensation decision; however, in a guidance document, the U.S. Equal Employment Opportunity Commission (EEOC) states that practices "may include employer decisions about base pay or wages, job classifications, career ladder or other noncompetitive promotion denials, tenure denials, and failure to respond to requests for raises." See *Equal Pay Act of 1963 and Lilly Ledbetter Fair Pay Act of 2009* (2014), at: www.eeoc.gov/laws/guidance/equal-pay-act-1963-and-lilly-ledbetter-fair-pay-act-2009.

The Ill. Equal Pay Act of 2003 (EPA) offers additional protection by prohibiting the payment of wages to one sex less than the opposite sex or to an African-American less than a non-African-American *for the same or substantially similar work*. 820 ILCS 112/. The Ill. Dept. of Labor (IDOL) enforces the EPA. The EPA also prohibits employers from requesting or requiring applicants to disclose wage or salary history as a condition of being considered for employment or as a condition of employment. Id. at 112/10(b-5). If an applicant voluntarily offers such information without prompting, an employer still cannot use that information in making an offer or determining future pay. See sample administrative procedure 5:30-AP1, *Interview Questions*, for sample permissible inquiries on this topic. Employers may seek wage or salary history from an applicant's current or former employer if that information is a matter of public record under the Freedom of Information Act (FOIA); however, districts that wish to undertake such searches should exercise caution; the fact a district seeks out publicly available wage information could still be used against it in a pay discrimination claim. Id. at 112/10(b-10). Consult the board attorney for further guidance.

While not exhaustive, other laws protecting these and additional classifications are named in subsequent footnotes.

[3] The IHRA defines race to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. The law allows employers to implement dress codes or adopt grooming policies that include restrictions on attire, clothing, or facial hair to maintain workplace safety or food sanitation. 775 ILCS 5/2-102(E-5). Title VII does not have a definition of race, but EEOC guidance provides that "[r]ace discrimination includes discrimination on the basis of ancestry or physical or cultural characteristics associated with a certain race, such as skin color, hair texture or styles, or certain facial features." See the EEOC's *Questions and Answers about Race and Color Discrimination in Employment*, at: www.eeoc.gov/laws/guidance/questions-and-answers-about-race-and-color-discrimination-employment.



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**4** 775 ILCS 5/2-102 of the IHRA~~, amended by P.A. 102-233,~~ contains a *religious discrimination* subsection. It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. 775 ILCS 5/2-102(E-5). Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. Id.

Regarding accommodation of an employee's religious practice under Title VII~~EEOA~~, the U.S. Supreme Court held in the case Groff v. DeJoy, 600 U.S. 447 (2023), that *undue hardship* means a burden that is "substantial in the overall context of an employer's business", rather than a mere *de minimis* standard. Id. at 468. In addition to the IHRA and Title VII (also discussed in f/n 2), see 775 ILCS 35/, Religious Freedom Restoration Act.

**5** Discrimination on the basis of sex under Title VII includes discrimination on the basis of sexual orientation or transgender status. Bostock v. Clayton Cnty., 140 S.Ct. 1731 (2020); Hively v. Ivy Tech, 853 F.3d 339 (7th Cir. 2017). In addition to the IHRA and Title VII (discussed in f/n 2), see Title IX of the Education Amendments of 1972 (Title IX). 20 U.S.C. §1681 et seq.; 34 C.F.R. Part 106. See sample policy 2:265, *Title IX Grievance Procedure*. The federal Equal Pay Act prohibits an employer from paying persons of one sex less than the wage paid to persons of the opposite sex for equal work. 29 U.S.C. §206(d). See f/n 2 above for more information on State equal pay protections, including on the basis of sex. The LLFPA defines *date of underpayment* as each time wages are underpaid. Employees have one year from the time they become aware of the underpayment to file a complaint with the IDOL. 820 ILCS 112/15(b).

**6** *Sexual orientation* means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity; it does not include a physical or sexual attraction to a minor by an adult. 775 ILCS 5/1-103(O-1).

**7** Age Discrimination in Employment Act (ADEA) (29 U.S.C. §621 et seq.), amended by LLFPA (see f/n 2). 29 C.F.R. Part 1625, amended the EEOC regulations under ADEA to reflect the U.S. Supreme Court's decision in General Dynamic Systems, Inc. v. Cline, 540 U.S. 581 (2004), holding the ADEA permits employers to favor older workers because of age. Thus, favoring an older person over a younger person is not unlawful discrimination, even when the younger person is at least 40 years old.

**8** 105 ILCS 5/10-22.4 and 775 ILCS 5/1-103(Q). The term *marital status* means an individual's legal status of being married, single, separated, divorced, or widowed. 775 ILCS 5/1-103(J). This statutory definition does not encompass the identity of one's spouse. Thus, school districts may adopt no-spouse policies. Boaden v. Dept. of Law Enforcement, 171 Ill.2d 230 (Ill. 1996).



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arrest record;[9] military status; order of protection status;[10] unfavorable military discharge;[11] citizenship status provided the individual is authorized to work in the United States;[12] work authorization status;[13] use of lawful products while not at work;[14] being a victim of domestic violence, sexual violence, gender

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[9] Districts may not make employment decisions on the basis of arrest history, but may use job-disqualifying criminal convictions provided specific conditions are met. 775 ILCS 5/2-103 and 5/2-103.1. See f/n 21, below. The Job Opportunities for Qualified Applicants Act, 820 ILCS 75/15, prohibits an employer from asking about a criminal record until the employer determines that the applicant is qualified for the position; however, this does not apply when employers are required to exclude applicants with certain criminal convictions from employment. School employers should limit their requests for criminal convictions to *job-disqualifying* convictions, as permitted by the IHRA. 775 ILCS 5/2-103.1. See also the IDHR's guidance, *Conviction Record Protection – Frequently Asked Questions*, at: https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html and the EEOC's guidance, *Consideration of Arrest and Conviction Records in Employment Decisions* (2012), at: www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

[10] 775 ILCS 5/1-103(Q). The term *order of protection status* means a person protected under an order of protection issued pursuant to the Ill. Domestic Violence Act of 1986 (750 ILCS 60/), Article 112A of the Code of Criminal Procedure of 1963 (725 ILCS 5/112A-1.5), the Stalking No Contact Order Act (740 ILCS 21/), the Civil No Contact Order Act (740 ILCS 22/), or an order of protection issued by a court of another state. 775 ILCS 5/1-103(K-5).

[11] *Military status* means a person's status on active duty or in status as a veteran in the U.S. Armed Forces, veteran of any reserve component of U.S. Armed Forces, or current member or veteran of the Ill. Army National Guard or Ill. Air National Guard. 775 ILCS 5/1-103(J-1). *Unfavorable military discharge* does not include those characterized as RE-4 or *dishonorable*. 775 ILCS 5/1-103(P). The Uniformed Services Employment and Reemployment Rights Act of 1994 prohibits employers from discriminating or retaliating against any person for reasons related to past, present, or future service in a *uniformed service*. 38 U.S.C. §4301 et seq.

[12] 775 ILCS 5/1-102(C). According to the Immigration Reform and Control Act of 1986, all employers must verify that employees are either U.S. citizens or authorized to work in the U.S. 8 U.S.C. §1324(a) et seq.

[13] 775 ILCS 5/2-102(A)~~, amended by P.A. 102-233~~. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L)~~, added by P.A. 102-233~~. Under the IHRA, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G)~~, amended by P.A. 102-233~~; 775 ILCS 5/2-104(D)~~, added by P.A. 102-233~~.

[14] The Right to Privacy in the Workplace Act prohibits discrimination based on use of lawful products, e.g., alcohol, cannabis, and tobacco, off premises during non-working hours. 820 ILCS 55/5.



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violence, or any other crime of violence;[15] genetic information;[16] physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation;[17] pregnancy, childbirth, or related medical conditions;[18] reproductive health decisions;[19] credit history, unless a satisfactory credit history is an established bona fide occupational

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[15] 820 ILCS 180/30~~, amended by P.A.s 102-487 and 102-890~~, Victims' Economic Security and Safety Act (VESSA). *Gender violence* means: (1) one or more acts of violence or aggression that are a criminal offense under State law committed, at least in part, on the basis of a person's actual or perceived sex or gender, (2) a physical intrusion or invasion of a sexual nature under coercive conditions that is a criminal offense under State law, or (3) a threat to commit one of these acts. 820 ILCS 180/10(12.5). In certain circumstances, an employer can be held liable for gender-related violence that occurs in the workplace if the employer failed to investigate complaints or failed to supervise, train, or monitor an employee who engaged in the violence. 740 ILCS 82/11, added by P.A. 103-202, Gender Violence Act. *Other crime of violence* under VESSA means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence), or similar provision of the Criminal Code of 1961. 820 ILCS 180/10(2.5)~~, added by P.A. 102-487~~.

An employer is prohibited from discriminating against any individual, e.g., an applicant for employment, because he or she "is an employee whose employer is subject to Section 21 of the Workplace Violence Prevention Act." The Workplace Violence Prevention Act allows an employer to seek a *workplace protection restraining order* when there is a credible threat of violence at the workplace. 820 ILCS 275/. The law requires the employer seeking a *workplace protection restraining order* to notify the employee who is a victim of *unlawful violence*. 820 ILCS 275/21.

[16] Illinois' Genetic Information Privacy Act (GIPA) (410 ILCS 513/25) and Title II of Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.). Both laws protect job applicants and current and former employees from discrimination based on their genetic information. Note that GIPA provides greater protections to Illinois employees than Title II of GINA. GIPA prohibits employers from penalizing employees who do not disclose genetic information or do not choose to participate in a program requiring disclosure of the employee's genetic information. See f/n 12 in sample policy 2:260, *Uniform Grievance Procedure*, for the definition of genetic information and a detailed description of both statutes, including of Title I of GINA affecting the use of genetic information in health insurance. The EEOC vacated certain 2016 ADA and GINA wellness program regulations following an adverse court ruling. 83 Fed. Reg. 65296. Those rules provided guidance to employers on the extent to which they could use incentives (such as discounted health plan costs) to encourage employees to participate in wellness programs that asked for employee and family health information. Consult the board attorney for guidance regarding specific application of ADA and GINA and how they integrate with other related laws, e.g., the Family Medical Leave Act and other State laws governing time off for sickness and workers' compensation.

[17] Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.), amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub. L. 110-325) and modified by the LLFPA; Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.).

[18] 775 ILCS 5/2-102(I). Employers must provide reasonable accommodations to employees with conditions related to pregnancy, childbirth, or related conditions. 775 ILCS 5/2-102(J). Guidance from the IDHR is available at: https://dhr.illinois.gov/publications/pregnancy-rights.html. Employers are required to post a notice summarizing the right to be free from unlawful discrimination and the right to certain reasonable accommodations. 775 ILCS 5/2-102(K). The IDHR is required to prepare such a notice, retrievable from its website, which employers may use.

Federal law also prohibits employers from discriminating against employees and applicants on the basis of pregnancy, childbirth, or related medical conditions. 42 U.S.C. §2000e(k). Similar to the IHRA, the federal Pregnant Workers Fairness Act (PWFA) (42 U.S.C. §2000gg et seq.), added by Pub.L 117-328 and implemented by 29 C.F.R. Part 1636, requires employers to provide reasonable accommodations to an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship. For further information about implementation of the PWFA, see the EEOC's *Summary of Key Provisions of EEOC's Final Rule to Implement the PWFA*, at: www.eeoc.gov/summary-key-provisions-eeocs-final-rule-implement-pregnant-workers-fairness-act-pwfa. Pregnant workers with pregnancy-related impairments may also have disabilities for which they may be entitled to reasonable accommodation under the ADA. Guidance from the EEOC is available at: www.eeoc.gov/pregnancy-discrimination. State law also prohibits the State, which includes school districts, from interfering with or discriminating against an individual's fundamental right to continue a pregnancy or to have an abortion. 775 ILCS 55/.

[19] 775 ILCS 5/1-102(A) and 5/1-103(Q), amended by P.A. 103-785~~, eff. 1-1-25~~. *Reproductive health decisions* means a person's decisions regarding their use of: contraception; fertility or sterilization care; assisted reproductive technologies; miscarriage management care; healthcare related to the continuation or termination of pregnancy; or prenatal, intranatal, or postnatal care. Id. at 5/1-103(O-2).



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requirement of a particular position;[20] conviction record, unless authorized by law;[21] family responsibilities;[22] or other legally protected categories.[23] [24] [25] [26] No one will be penalized solely for

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[20] 820 ILCS 70/, Employee Credit Privacy Act. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. Id. at 70/10.

[21] 775 ILCS 5/2-103.1(A). The IHRA prohibits an employer from *disqualifying* or taking other *adverse action* against an applicant or employee based on a *conviction record* unless: (1) otherwise authorized by law; (2) there is a *substantial relationship* between the criminal offense and the employment sought; or (3) granting the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Id. Disqualification or adverse action includes refusal to hire, segregation, and actions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment. Id. If a board wants to terminate or take other adverse action against a *current* district employee based in whole or in part on a conviction record, it still must comply with all applicable statutory, policy, and bargaining agreement provisions. Boards should consult the board attorney to ensure all legal obligations are met.

Districts that wish to disqualify or take other adverse action against an applicant or employee based on a conviction record must first engage them in an *interactive assessment*, providing the individual with the opportunity to submit evidence in mitigation or to dispute the accuracy of the conviction record. See sample policy 5:30, *Hiring Process and Criteria*, at f/n 5, and sample administrative procedure 5:30-AP2, *Investigations*, for more information.

[22] 775 ILCS 5/2-102(A), amended by P.A. 103-797, ~~eff. 1-1-25~~, prohibits an employer from refusing to hire, segregating, harassing, or making other employment-related decisions on the basis of an employee's family responsibilities. *Family responsibilities* means an employee's actual or perceived provision of *personal care* to a *covered family member*, as those terms are defined in the Employee Sick Leave Act, 820 ILCS 191/5.

[23] Insert the following optional sentence (775 ILCS 5/1-103(A) and 29 U.S.C. §631):

*Age*, as used in this policy, means the age of a person who is at least 40 years old.

[24] Insert the following optional provision (29 U.S.C. §705(10)(A)-(B), (20)(C)(v), (20)(D) and 42 U.S.C. §12114):

*Handicap* and *disability*, as used in this policy, excludes persons:

1. Currently using illegal drugs;
2. Having a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of the job; or
3. Whose current alcohol use prevents them from performing the job's duties or constitutes a direct threat to the property or safety of others.

Persons who have successfully completed or are participating in a drug rehabilitation program are considered *disabled*.

[25] Districts may not make residency in the district a condition of employment for teachers or educational support personnel. 105 ILCS 5/24-4.1, 5/10-23.5. This ban on residency requirements for teachers applies only to instructional personnel, and not, for example, to assistant principals. Owen v. Kankakee Sch. Dist., 261 Ill.App.3d 298 (3rd Dist. 1994). Districts also may not ask an applicant, or the applicant's previous employer, whether the applicant ever received, or filed a claim for, benefits under the Workers' Compensation Act or Workers' Occupational Diseases Act. 820 ILCS 55/10(a). Districts are also prohibited from requiring, requesting, or coercing an employee or potential employee to provide a user-name and password or any password or other related account information to gain or demand access to his or her personal online account. 820 ILCS 55/10(b). While the law does not prohibit employers from viewing public information, consult the board attorney before engaging in this practice.

[26] School districts must accommodate employees who choose to continue breastfeeding after returning to work. See 740 ILCS 137/, Right to Breastfeed Act; 820 ILCS 260/, Nursing Mothers in the Workplace Act (NMWA); and 29 U.S.C. §218d, added by Pub.L. 117-328. At least one court has ruled an implied private right of action may exist under the NMWA. Spriesch v. City of Chicago, 2017 WL 4864913 (N.D.Ill. 2017). See sample language for a personnel handbook in sample administrative procedure 5:10-AP, *Workplace Accommodations for Nursing Mothers*.



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his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/. [27]

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager under Board policy 2:260, *Uniform Grievance Procedure*, or in the case of denial of equal employment opportunities on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information. [28]

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager under Board policy 2:260, *Uniform Grievance Procedure*.~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~

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[27] 410 ILCS 130/40; 77 Ill.Admin.Code Part 946. To legally use medical cannabis, an individual must first become a *registered qualifying patient*. Their *use* of cannabis, e.g., permissible locations, is governed by the Compassionate Use of Medical Cannabis Program Act. 410 ILCS 130/. There are many situations in which no one, even a registered qualifying patient, may possess or use cannabis except as provided under *Ashley's Law* (105 ILCS 5/22-33), including in a school bus or on the grounds of any preschool, or primary or secondary school. 410 ILCS 130/30(a)(2) & (3). See sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, at f/n 9 for further discussion.

[28] 775 ILCS 5/6-101, amended by P.A. 103-472. Discrimination on the basis of a request for or use of a reasonable accommodation is a civil rights violation under the IHRA. Id. Most discrimination laws prohibit retaliation against employees who oppose practices made unlawful by those laws, including, for example, Title VII, Title IX, ADA, ADEA, VESSA, the EPA, and the Ill. Whistleblower Act (IWA).

The IWA prohibits employers from retaliating against employees who disclose or threaten to disclose information to a government or law enforcement agency about an employer's activity, policy, or practice that the employee believes, in good faith: (1) violates a State or federal law, rule, or regulation, or (2) poses a substantial and specific danger to employees, public health, or safety. 740 ILCS 174/15(b), amended by P.A. 103-867~~, eff. 1-1-25~~. See 740 ILCS 174/15, 20, 20.1, and 20.2, amended by P.A. 103-867~~, eff. 1-1-25~~, for other specific categories of retaliation prohibited by the IWA.

The Ill. False Claims Act defines *State* to include school districts. 740 ILCS 175/2(a). Thus, boards may seek a penalty from a person for making a false claim for money or property. 740 ILCS 175/4. For information regarding the IWA and the tort of retaliatory discharge, see Thomas v. Guardsmark, 487 F.3d 531 (7th Cir. 2007)(discussing the elements of retaliatory discharge and IWA); Sherman v. Kraft General Foods, Inc., 272 Ill.App.3d 833 (4th Dist. 1995)(finding employee who reported asbestos hazard had a cause of action for retaliatory discharge).



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The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [29]

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. [30]

| **Nondiscrimination Coordinator:** ~~31~~ | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

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[29] Title IX regulations require districts to designate and authorize at least one employee to coordinate 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. Id. See f/ns 24 and 25 in sample policy 2:260, *Uniform Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. ~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.," insert a hard return to create a new paragraph, and insert "The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

[30] ~~Title IX regulations require districts to designate and authorize at least one employee to coordinate their 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. Id. See f/ns 22 and 23 in sample policy 2:260, *Uniform Grievance Procedure*.~~

Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs. 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.

~~31 Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~



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The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.[32]

Minority Recruitment [33]

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

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[32] In addition to notifying employees of the Uniform Grievance Procedure, a district must notify them of the person(s) designated to coordinate the district's compliance with Title IX and the Rehabilitation Act of 1973. 34 C.F.R. §§106.8(a), 104.8(a). ~~The Nondiscrimination Coordinator may be the same individual for both this policy and sample policy 7:10, *Equal Educational Opportunities*, as well as a Complaint Manager for sample policy 2:260, *Uniform Grievance Procedure*.~~ A comprehensive faculty handbook can provide required notices, along with other important information, to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and school board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.

[33] All districts must have a policy on minority recruitment. 105 ILCS 5/10-20.7a. Unlike minority recruitment efforts, affirmative action plans are subject to significant scrutiny because of the potential for reverse discrimination. The U.S. Constitution's guarantee of equal protection prohibits school districts from using racial hiring quotas without evidence of past discrimination. See 29 C.F.R. §1608.1 et seq. (EEOC's guidelines for affirmative action plans); Wygant v. Jackson Bd. of Ed., 476 U.S. 267 (1986) (The goal of remedying societal discrimination does not justify race-based layoffs.); City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) (Minority contractor quota struck; quotas must be narrowly tailored to remedy past discrimination and the city failed to identify the need for remedial action and whether race-neutral alternatives existed.).

The IHRA states that it shall not be construed as requiring any employer to give preferential treatment or special rights based on sexual orientation or to implement affirmative action policies or programs based on sexual orientation. 775 ILCS 5/1-101.1.



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LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §206(d), Equal Pay Act.
29 U.S.C. §218d, Fair Labor Standards Act.
29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
29 U.S.C. §701 et seq., Rehabilitation Act of 1973.
38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act (1994).
42 U.S.C. §1981 et seq., Civil Rights Act of 1991.
42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. Part 1601.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.
42 U.S.C. §2000gg et seq., Pregnant Workers Fairness Act; 29 C.F.R. Part 1636.
42 U.S.C. §2000e(k), Pregnancy Discrimination Act.
42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.
Ill. Constitution, Art. I, §§17, 18, and 19.
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.
410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 513/25, Genetic Information Privacy Act.
740 ILCS 174/, Ill. Whistleblower Act.
775 ILCS 5/1-103, 5/2-101, 5/2-102, 5/2-103, 5/2-103.1, 5/2-104(D) and 5/6-101, Ill. Human Rights Act.
775 ILCS 35/, Religious Freedom Restoration Act.
820 ILCS 55/10, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 75/, Job Opportunities for Qualified Applicants Act.
820 ILCS 112/, Ill. Equal Pay Act of 2003.
820 ILCS 180/30, Victims' Economic Security and Safety Act.
820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

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# General Personnel

## Workplace Harassment Prohibited [1]

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or

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[1] State or federal law controls this policy's content. Federal law requires districts to take action to prevent sexual harassment and to disseminate a policy regarding its prohibition of sex discrimination. 29 C.F.R. §1604.11(f); 34 C.F.R. §106.8(b). State law requires districts to establish a policy to prohibit sexual harassment. 5 ILCS 430/70-5(a). See f/n 4 below. Harassment based on a protected status is a form of discrimination that violates many State and federal laws (see the policy's Legal References).

Workplace harassment policies have typically focused on *sexual* harassment since it receives the most attention. However, the broad prohibitions against discrimination in State and federal civil rights laws will cover harassing conduct that is motivated by animus against any protected status. See Porter v. Erie Foods Int'l, Inc., 576 F.3d 629 (7th Cir. 2009) (recognizing a cause of action for race harassment). For a list of protected statuses, see sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. This policy prohibiting harassment has a separate section on sexual harassment because of the extensive statutory and case law regarding it.

Under the Ill. Human Rights Act (IHRA), harassment is unlawful if it has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. 775 ILCS 5/2-101(E-1). *Working environment* is not limited to a physical location to which an employee is assigned. Id. Harassment is unlawful on the basis of the specifically-listed categories in this policy whether that status is *actual* or *perceived*. Id.

An employer is liable under Title VII of the Civil Rights Act of 1964 (Title VII) for an employee's harassment of a co-worker if the employer was negligent with respect to the offensive behavior by, for example, failing to take remedial action when it knew or should have known about the harassment. 42 U.S.C. §2000e et seq. An employer is liable under the IHRA for harassment by its nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A). However, when the perpetrator is the victim's supervisor, the employer will be vicariously liable for the supervisor's actions. Lack of knowledge of a supervisor's misconduct is no defense. Burlington Indus. v. Ellerth, 524 U.S. 742 (1998); Faragher v. City of Boca Raton, 524 U.S. 775 (1998). A *supervisor* is someone who has the authority to demote, discharge, or take other negative job action against the victim. Vance v. Ball State Univ., 570 U.S. 421 (2013). Note that the IHRA (775 ILCS 5/2-102(D)) imposes strict liability on the employer when an employee has been sexually harassed by supervisory personnel regardless of whether the harasser has any authority over the complainant. Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009). Additionally, under the IHRA, an employer is liable for the harassment of *nonemployees* by nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A-10) and (D-5). Nonemployees are those who are directly performing services for an employer pursuant to a contract, such as contractors or consultants. Id.

Not all harassing conduct is unlawful discrimination, even if it is disruptive and hurtful. If a board wants to include language in this policy prohibiting employees from engaging in intimidating or offensive conduct that is *not* a civil rights violation, it should consult the board attorney.

For additional resources, see the EEOC's *Enforcement Guidance on Harassment in the Workplace* at: www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace and its accompanying summary at: www.eeoc.gov/summary-key-provisions-eeoc-enforcement-guidance-harassment-workplace.



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abusive conduct on the basis of an individual's actual or perceived race[2], color, religion[3], national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, family responsibilities,[4] reproductive health decisions,[5] order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited [6]

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by

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[2] See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 3, for information about the definition of *race*.

[3] The IHRA contains a *religious discrimination* subsection. 775 ILCS 5/2-102(E-5). It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 4, for further discussion. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. Id. Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. Id.

[4] 775 ILCS 5/2-101(E-1), amended by P.A. 103-797~~, eff. 1-1-25~~. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 22, for additional information.

[5] 775 ILCS 5/1-102(A) and 5/1-103(Q), amended by P.A. 103-785~~, eff. 1-1-25~~. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 19, for additional information.

[6] The IHRA (775 ILCS 5/2-102(D)) provides that sexual harassment is a civil rights violation:

> For any employer, employee, agent of any employer, employment agency or labor organization to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

See sample policy 2:265, *Title IX Grievance Procedure*, for the definition of Title IX sexual ~~based~~ harassment (20 U.S.C. §1681 et seq.~~; 34 C.F.R. §106.2~~), and see f/n 3 of it for examples of employee sexual ~~based~~ harassment that may violate Title IX. Title IX's reach is broad because an alleged *complainant* or alleged *respondent* may be *anyone* ~~who was participating or attempting to participate~~ in the district's educational program or activity ~~at the time of the alleged sex discrimination, and *respondent* means a person alleged to have violated the district's prohibition on sex discrimination~~. ~~34 C.F.R. §106.2.~~ This includes applicants for employment, students, parents/guardians, any employee, and third parties. Districts are liable for Title IX sexual harassment when *any* district employee has ~~information about conduct that may reasonably constitute sex discrimination~~actual knowledge of sexual harassment or allegations of sexual harassment against anyone in the district (except when the only employee with knowledge is the perpetrator of the alleged sexual harassment). 34 C.F.R. §106.30~~44(c)(1)~~.



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State and federal law. The District provides annual sexual harassment prevention training in accordance with State law. [7]

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.[8] Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees*[9] (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may

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The State Officials and Employees Ethics Act (SOEEA) (5 ILCS 430/70-5(a)) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20.

The policy must include, at a minimum: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights (IDHR); (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official of a governmental unit. 5 ILCS 430/70-5(a). Sample policy 2:105, *Ethics and Gift Ban*, covers item (5) of this list.

[7] 775 ILCS 5/2-109. ~~See sample policy 5:100, *Staff Development Program*.~~ Districts may use a free, online model program to be offered by the Ill. Dept. of Human Rights (IDHR), develop their own program, or utilize a combination of the two, as long as it includes the following, at a minimum: (1) an explanation of sexual harassment consistent with the IHRA, (2) examples of conduct that constitutes unlawful harassment, (3) a summary of relevant federal and State law concerning sexual harassment and remedies available to victims of sexual harassment, and (4) a summary of responsibilities of employers in the prevention, investigation, and corrective measures of sexual harassment. Id. at 5/2-109(B). For IDHR's online model program, see its *Model Sexual Harassment Prevention Training Program* page at: https://www2.illinois.gov/dhr/Training/Pages/State-of-Illinois-Sexual-Harassment-Prevention-Training-Model.aspx. Employers that fail to comply with this training requirement may face financial penalties. Id. Training on other types of workplace harassment is not required by law; however it is best practice.

[8] This definition is from State and federal law. 775 ILCS 5/2-101(E) and 29 C.F.R. §1604.11. *Working environment* is not limited to a physical location to which an employee is assigned. 775 ILCS 5/2-101(E). The harassing conduct must be severe or pervasive so as to alter the conditions of the employee's work environment by creating a hostile or abusive situation. Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004). The surrounding circumstances, expectations, and relationships will distinguish between teasing or rough-housing and conduct that a reasonable person would find severely hostile or abusive. In addition, while same-sex gender harassment claims are actionable, the victim must show that s/he suffered disadvantageous employment conditions to which members of the other sex were not exposed. Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).

[9] 775 ILCS 5/2-102(A-10) and (D-5). See also f/n 1, above, for discussion regarding nonemployees.



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choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

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

Whom to Contact with a Report or Complaint [10]

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, Title IX Coordinator, and/or a Complaint Manager. [11]

An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, [12] and Complaint Managers. ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~ ~~[13]~~

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[10] 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.

[11] 5 ILCS 430/70-5(a) requires that a school board policy prohibiting sexual harassment include details for reporting an allegation of sexual harassment, including options for making a confidential report to a supervisor and an ethics officer. 5 ILCS 430/20-23 defines ethics officers as being designated by State agencies under the jurisdiction of the Executive Ethics Commission. School districts are not State agencies (5 ILCS 430/1-5) and do not have ethics officers; thus, this sample policy substitutes Complaint Manager for ethics officer. Note also that the IDHR has established a Sexual Harassment Hotline Call Center and website to help the public find resources and assistance for the filing of sexual harassment complaints. The hotline can be reached Monday through Friday with the exception of State holidays, between the hours of 8:30 a.m. and 5:00 p.m., at 1-877-236-7703. See https://shdh.illinois.gov/. All communications received by the IDHR are exempt from disclosure under the Freedom of Information Act (FOIA).

[12] Title IX regulations require districts to identify the Title IX Coordinator by name, office address, email address, and telephone number. For further discussion of the Title IX Coordinator, see f/n 17~~1~~ in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

~~[13] Title IX regulations require districts to designate and authorize at least one employee, referred to as the Title IX Coordinator, who is responsible for coordinating the district's compliance efforts identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 181 in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.~~

~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator." and supplement the previous sentence to state "The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~



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| **Nondiscrimination Coordinator:** | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager.[14] Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

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

For any report or complaint alleging sexual ~~-based~~ harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the ~~Nondiscrimination~~Title IX Coordinator or designee[15] shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure*, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.*

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~~**14 If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager."**~~

~~**15 "Nondiscrimination Coordinator or designee" is used where Title IX is potentially implicated. In contrast, if Title IX is likely not implicated then "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see next paragraph in policy text). If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, delete "Nondiscrimination" and insert "Title IX" in its place.**~~



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For any other alleged workplace harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[16] should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel [17]

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

Enforcement [18]

A violation of this policy by an employee may result in discipline, up to and including discharge.[19] A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee,

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[16] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards* and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

[17] Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident* of *sexual abuse* of any child within any Illinois counties served by a CAC). For further discussion see f/n 14 in sample policy 5:90, *Abused and Neglected Child Reporting*.

[18] See Berry v. Delta Airlines, 260 F.3d 803, 811 (7th Cir. 2001) ("If an employer takes reasonable steps to discover and rectify the harassment of its employees ... it has discharged its legal duty.")

In addition to violating other civil rights laws, a school district violates the *public accommodations* article in the IHRA if it fails to take corrective action to stop severe or pervasive harassment. 775 ILCS 5/5-102 and 5/5-102.2, amended by P.A.~~s 102-1102 and~~ 103-472.

[19] 5 ILCS 430/70-5(a)(consequences of a violation of the prohibition on sexual harassment). When discharge is the penalty, examine 50 ILCS 205/3c. It 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 IHRA or Title VII. Id. Additionally, under the Workplace Transparency Act (WTA), employers may not require confidentiality clauses in settlement or termination agreements involving alleged unlawful employment practices under federal or State civil rights laws, except under specific conditions. 820 ILCS 96/1-30.

Prior to the passage of 50 ILCS 205/3c and the WTA, members of the public could already access copies of severance agreements between school districts and their former employees under FOIA. The Ill. Atty. Gen. Public Access Counselor (PAC) directed a public body to release a settlement agreement that arose out of claims of sexual harassment. PAO 14-4. The PAC noted that the public body could not withhold the entire settlement agreement under 5 ILCS 140/7(1)(c), which exempts personal information that would constitute a clearly unwarranted invasion of privacy. Instead, it could redact personal information from the agreement, such as the complainants' names in order to protect their privacy. Id. However, data regarding settlement agreements involving allegations of sexual harassment or other unlawful discrimination that an employer must report to IDHR under 775 ILCS 5/2-108 is categorically exempt from FOIA. 5 ILCS 140/7.5(ss). See f/n 7 in sample policy 2:260, *Uniform Grievance Procedure*, for more discussion about reconciling 50 ILCS 205/3c with another new law, the Government Severance Pay Act (GSPA) (5 ILCS 415/10(a)(1)), which prohibits school district employees with contract provisions for severance pay to receive any severance pay if they are fired for *misconduct* by the board.



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etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee that may be up to and including discharge. [20]

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and/or the Ill. Human Rights Act (775 ILCS 5/). [21]

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies [22]

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks. [23]

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[20] 5 ILCS 430/70-5(a)(consequences for knowingly making a false report of sexual harassment).

[21] Id. (prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/)).

Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009) (holding the anti-retaliation provision in Title VII protects an employee who spoke out about harassment, not only on his or her own initiative, but also in answering questions during an employer's internal investigation).

[22] 5 ILCS 430/70-5(a)(how an individual can report an allegation of sexual harassment, including options for making a confidential report to the Inspector General or the IDHR). This sample policy does not reference the Inspector General because the Inspector General does not have jurisdiction over public school districts. See 5 ILCS 430/20 (executive inspectors general), 5 ILCS 430/25 (legislative inspector general). School districts must also annually disclose to IDHR certain data about *adverse judgment or administrative rulings* made against them where there was a finding of sexual harassment or unlawful discrimination under federal, State, or local laws. 775 ILCS 5/2-108 (scheduled to be repealed on 1-1-30). See IDHR's *FAQ for Employers under Section 5/2-108*, at: https://dhr.illinois.gov/legal/report-adverse-judgments-and-administrative-rulings.html.

[23] A district must notify employees ~~and applicants for employment~~ of ~~its prohibition of sex discrimination,~~ the grievance procedure and the person(s) designated to coordinate the district's compliance with Title IX~~, how to locate the district's nondiscrimination policy and grievance procedures, how to report information about conduct that may constitute sex discrimination, and how to make a complaint under Title IX~~. 34 C.F.R. §106.8~~(c)~~. A comprehensive ~~faculty~~employee handbook can provide required notices, along with other important information to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.



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LEGAL REF.: 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
Vance v. Ball State Univ., 570 U.S. 421 (2013).
Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).
Burlington Indus. v. Ellerth, 524 U.S. 742 (1998).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).
Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).
Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).
Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

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Informing nonemployees is generally not required by law. However, given the potential for employer liability under the IHRA for harassment of nonemployees, best practice is to publicize this policy to those individuals as well.



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# General Personnel

## Expenses [1]

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution.[2] Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee,[3] (2) anyone's personal expenses,[4] or (3) entertainment expenses.[5] Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event.[6] The District is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the District's

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State law controls this policy's content. 105 ILCS 5/10-9, 5/10-10, and 5/22-1 (no compensation allowed, conflicts of interest prohibited); 105 ILCS 5/10-22.32 (expense advancements); 820 ILCS 115/9.5~~, added by P.A. 100-1094~~ (regulation of employee expenditures under the Ill. Wage Payment and Collection Act)(WPCA); the Local Government Travel Expense Control Act (ECA) 50 ILCS 150/10 (regulation of travel expenses); and the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/130 (regulation of travel expenses under grants). See f/n 13 of sample policy 2:125, *Board Member Compensation; Expenses*.

105 ILCS 5/10-22.32 states that "[t]he school board may advance to teachers and other certified employees the anticipated actual and necessary expenses incurred in attending meetings that are related to that employee's duties and will contribute to the professional development of that employee." This policy expands beyond those two categories (105 ILCS 5/10-20) of employees, and the limited purpose of attending meetings, to reimburse all employees for approved expenses necessary for the employee to perform his or her duties.

The WPCA, 820 ILCS 115/9.5~~, added by P.A. 100-1094,~~ defines *necessary expenditures* as all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the employer.

This policy contains an item 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. If a local collective bargaining agreement contains a provision on expenses, consult the board attorney about how this policy may impact it.

[2] 50 ILCS 150/10. See f/ns 4 through 8 in sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

For a sample resolution, see sample exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*.

[3] 105 ILCS 5/10-22.32. The final paragraph of this law prohibits money for expenses to be advanced or reimbursed to any person other than a board member or employee of the district.

[4] Optional. *Personal expenses* are not defined in 50 ILCS 150/~~2~~5 or 105 ILCS 5/10-22.32. Consult the board attorney about this term and delete it only at the direction of the board attorney. Excluding personal expenses from advancements, reimbursements, and purchase orders is a generally-accepted best practice. The practice also aligns well with the State's widely-accepted transparency movement. Reimbursing personal expenses is also a magnet for the media.

[5] 50 ILCS 150/25.

[6] Id. at 150/5.



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negligence.[7] Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:[8]

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants. [9]
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended. [10]
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended. [11]

Advancements

The Superintendent may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development,[12] provided they fall below the maximum allowed in the Board's expense regulations. [13]

Expense advancement requests must be submitted to the Superintendent or designee on the District's standardized estimated expense approval form for employees. After spending expense advancements, employees must use the District's standardized expense reimbursement form and submit to the Superintendent: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts.[14] Any portion of an expense advancement not used must be

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[7] Optional. 820 ILCS 115/9~~.5, added by P.A. 100-1094~~. The purpose of this sentence is to provide information to employees and the community about WPCA exclusions from reimbursable expenses.

[8] 50 ILCS 150/20. The School Code uses the term voucher for expense advancements (105 ILCS 5/10-22.32); the ECA requires submission of itemized, signed, standardized forms. Both sample exhibits 5:60-E1, *Employee Expense Reimbursement Form*, and 5:60-E2, *Employee Estimated Expense Approval Form*, incorporate voucher into the ECA's requirement to use standardized forms. See f/n 12 below, and see also f/n 20 of sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

Additionally, while the WPCA (820 ILCS 115/9.5(a)) allows employees to submit a signed statement regarding any receipts when supporting documentation is nonexistent, missing, or lost, 820 ILCS 115/9.5(b) outlines that employers are not liable for expenditure amounts that exceed the specifications or guidelines the employer has established for necessary expenditures. The ECA requires districts to establish such specifications and guidelines. 50 ILCS 150/10 and 20 (regulation of travel expenses).

[9] 50 ILCS 150/20(2) and (3). This sentence mirrors the statute. The term *offices* is not defined. Consult the board attorney about whether inserting *job titles* would be sufficient for this requirement.

[10] Id. at (4).

[11] Id.

[12] 105 ILCS 5/10-22.32 authorizes advancements for the listed items. This statute addresses expense advancements for certain activities; its language pre-dates the ECA and is narrower than the ECA. This policy seeks to reconcile the differences by separating advancements into a separate subhead. See f/n 8 above, and see also f/n 20 of sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

[13] 50 ILCS 150/10 and 20. This phrase recognizes that while advancements are allowed in these situations, they should remain below the maximum allowable reimbursement amount (MARA) set by the board.

[14] 50 ILCS 150/20.



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returned to the District.[15] Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Superintendent or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses[16] by providing an estimation of expenses on the District's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the District's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

Exceeding the Maximum Allowable Expense Amount(s) [17]

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting. [18]

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[15] This paragraph's provisions are required by 105 ILCS 5/10-22.32.

[16] Optional. Consult the board attorney to determine whether a pre-approval process is appropriate for the district. Neither 105 ILCS 5/10-22.32 (expense advancements) nor 50 ILCS 150/ (expense reimbursements and estimates) address expense *pre-approvals*. 50 ILCS 150/20 states: "an *estimate* if expenses have not been incurred …" **or** "a *receipt* … if the expenses have already been incurred, " suggesting no pre-approval is necessary. However, pre-approval is a best practice, and an employee who incurs expenses without pre-approval may run the risk that his or her expenses will not be approved. On the other hand, submitting estimated expenses for approval begs a pre-approval process, and some attorneys may read the law to require pre-approval of expenses. The pre-approval process also provides school officials with better information for financial planning.

Consult the board attorney to determine whether a pre-approval process is appropriate for the district. If it is required, ensure that exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*, reflects the district's specific pre-approval requirements. For an example of a standardized *estimated* expense form that could be used as a form of pre-approval, see sample exhibit 5:60-E2, *Employee Estimated Expense Approval Form*. The form provides three methods for employees to submit estimated expenses: providing estimated expenses (50 ILCS 150/), expense advancements for the specific activities (105 ILCS 5/10-22.32), or a purchase order.

[17] 50 ILCS 150/ does not define ~~*maximum allowable reimbursement amount* (~~MARA~~)~~. Consult the board attorney to assist with a conversation about how much authority the board wishes to delegate to the superintendent for purposes of setting the MARA. Topics for these conversations are listed in f/n 8 of sample policy 2:125, *Board Member Compensation; Expenses*.

[18] 50 ILCS 150/10 and 15. See f/n 13 in sample policy 2:125, *Board Member Compensation; Expenses* for more discussion.



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Registration [19]

When possible, registration fees will be paid by the District in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed.[20] Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Meals

Meals charged to the District should represent mid-fare selections for the hotel/meeting facility or general area.[21] Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

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[19] Amend the language in subheads **Registration**, **Travel**, **Meals**, **Lodging**, and **Miscellaneous Expenses** to align with the MARA defined in the board's expense regulation resolution. See sample exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*, for a sample resolution.

See f/ns 4 and 8 in sample policy 2:125, *Board Member Compensation; Expenses*, for further discussion about the board's power to set the expense regulations by policy (105 ILCS 5/10-20) and clarify considerations and unanswered questions surrounding its statutorily-imposed duty to set a MARA (50 ILCS 150/10).

[20] Optional. This language reflects the standard for expenses permitted for federal awards. 41 C.F.R. §301-12.2. If the board does not reimburse baggage fees, delete this sentence and ~~and baggage receipts~~ from the next sentence.

[21] Alternatively, a board could set a daily limit on meal costs, such as:

Employees will be reimbursed for meal costs and tips up to $___ per day consistent with the maximum reimbursement amount(s) set by the Board.

But see also f/n 8 of sample policy 2:125, *Board Member Compensation; Expenses*, and ensure this amount is consistent with the MARA set by the board resolution.



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Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants [22]

All grant-related travel expenses must be pre-approved by the Superintendent or designee. [23]

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award. [24]
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy. [25]
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status*[26] for more than 12 hours.[27] However, employees remain eligible for

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[22] 30 ILCS 708/130. Boards are required to follow this subhead when they use grant money to reimburse employee travel expenses charged to federal pass-through grants and State grants covered by GATA. This policy is designed to be used in conjunction with sample administrative procedure 5:60-AP, *Federal and State Grant Travel Expense Procedures*, to achieve compliance.

GATA adopts the uniform federal guidance for State grants, including for travel costs. 2 C.F.R. §200.4754. Additionally, under GATA, boards may charge travel expenses to grants based on their own policy, provided the policy does not exceed federal travel regulations. 30 ILCS 708/130; 41 C.F.R. Chapters 300-304 (federal travel regulations). With regard to lodging, meals, and incidentals specifically, boards not only must keep costs at or below the federal standards, but they also cannot allow costs to exceed those normally allowed by the Governor's Travel Control Board (GTCB). 30 ILCS 708/130. The federal travel regulations and the rules of the GTCB are comprehensive. This policy addresses the most common areas of travel expenses and applies the strictest standard between the State and federal travel rules. To the extent this policy does not cover certain specific types of travel expenses, GATA provides that the GTCB Rules must be followed, provided they do not exceed federal travel regulations. The federal rules are ~~laid out in detail in a Q&A format~~ at: www.gsa.gov/policy-regulations/regulations/federal-travel-regulation ~~www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr~~. The GTCB Rules are at: www.ilga.gov/commission/jcar/admincode/080/08002800sections.html. Regardless of the federal and State rules, travel expenses must still comply with the MARA set by the Board, unless approved by the board in accordance with this policy.

In GATA and throughout the IASB **P**olicy **R**eference **M**anual, the terms *award* and *grant* are used interchangeably. The federal regulations define and use the term *federal award* or *federal financial assistance* (2 C.F.R. §200.138), but awards/federal financial assistance are more commonly referred to as grants.

[23] Federal travel regulations state that requests for authorization for actual expense reimbursement should be made in advance of travel. 2 C.F.R. §301-11.302. Sample exhibit 5:60-E2, *Employee Estimated Expense Approval Form*, can be used as a form for pre-approval.

[24] 2 C.F.R. §§200.4755(b)(1)~~4, 200.474(b)(1)~~.

[25] 2 C.F.R. §200.4754(b)(2).

[26] *Travel status* is not specifically defined in the federal travel regulations or in the GTCB rules, however, the Governor's Travel Council Regulation Rules, which apply to State employees and members of State boards, provide that an employee is on *travel status* while away on official business. Travel status begins when an employee leaves his or her work location or, if reporting directly to a destination, from the employee's residence or other location. It ends when an employee returns to his or her work location or, if reporting directly from the original destination, to the employee's residence or other location at the completion of the authorized travel. 80 Ill.Admin.Code §3000.140.

[27] 41 C.F.R. §301-11.1.



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mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours. [28]

5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip. [29]
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required. [30]
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less.[31] These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable.[32] In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate.[33] If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less. [34]
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved.[35] The Board does not reimburse employees for collision damage waiver or theft insurance. [36]
9. The Board will reimburse travel expenses not chargeable to an award from other District funds consistent with this policy.

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[28] 41 C.F.R. §301-10.300-10.310 are the federal regulations that address mileage reimbursement and related expenses.

[29] 2 C.F.R. §200.4754(a).

[30] 2 C.F.R. §200.4754(e).

[31] To determine the lesser applicable amount, compare the State rates, available at: https://cms.illinois.gov/employees/travel/travelreimbursement.html~~www2.illinois.gov/cms/employees/travel/pages/travelreimbursement.aspx~~, with the federal per diem rates, available at: www.gsa.gov/travel/plan-book/per-diem-rates.

[32] 80 Ill.Admin.Code §2800.400; 41 C.F.R. §301-11.30.

[33] 41 C.F.R. §301-11.30. 300% is the maximum reimbursement amount permitted under federal travel expense regulations and may be adjusted down by the board. The board may not reimburse over the MARA even if the expense is under the 300% threshold, unless it meets the requirements of the ECA. See f/n 17, above. See sample procedure 5:60-AP, *Federal and State ~~Award~~ Grant Travel Expense Procedures*, for details on lodging requirements, including excessive lodging requests.

[34] 80 Ill.Admin.Code §2800.500.

[35] See 41 C.F.R. §301-10.450 for a list of authorized exceptions.

[36] 41 C.F.R. §301-10.451. Federal regulations generally prohibit reimbursement for collision damage waiver and theft insurance in part because the government has negotiated full insurance coverage into its agreements with rental companies. Similarly, the State has negotiated the cost of damage collision waivers into its preferred vendor agreement. Districts may wish to pursue similar arrangements for additional coverage. Employees will often have coverage for rental car damage through their own personal auto policies. The federal regulations permit employees on official business to be reimbursed for their out-of-pocket deductibles. Id.



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LEGAL REF.: 2 C.F.R. §200.4754.
30 ILCS 708/130, Grant Accountability and Transparency Act.
50 ILCS 150/, Local Government Travel Expense Control Act.
105 ILCS 5/10-22.32.
820 ILCS 115/9.5, Ill. Wage Payment and Collection Act.

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

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# General Personnel

## Staff Development Program [1]

The Superintendent or designee shall implement a staff development program. The goal of the program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate any School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State.

Abused and Neglected Child Reporting Act (ANCRA) and *Erin's Law* Training

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA) mandated reporter training and training on the awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) as follows (see Board policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*): [2]

1. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
2. By January 31 of every year, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations.

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[1] State or federal law controls this policy's content. A school board may set and enforce professional growth requirements. 105 ILCS 5/24-5. Failure to meet professional growth requirements is considered remediable. Morris v. Ill. State Bd. of Educ., 198 Ill.App.3d 51 (3rd Dist. 1990).

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.

105 ILCS 5/2-3.62 requires the Ill. State Board of Education (ISBE) to establish a regional network of educational service centers to coordinate and combine existing services in a manner that is practical and efficient for schools. Their purposes are to provide, among other things, continuing education, in-service training, and staff development services to all local school districts in Illinois.

[2] 325 ILCS 5/4(j)~~, amended by P.A. 102-604~~; and 105 ILCS 5/10-23.13~~, amended by P.A. 102-610, a/k/a~~ (*Erin's Law*). Sexual misconduct under *Faith's Law* is defined in 105 ILCS 5/22-85.5(c)~~, added by P.A. 102-676~~.

Mandated reporter training may be in-person or web-based and must include, at a minimum, information on the following topics: (1) indicators for recognizing child abuse and child neglect; (2) the process for reporting suspected child abuse and child neglect and the required documentation; (3) responding to a child in a trauma-informed manner; (4) understanding the response of child protective services and the role of the reporter after a call has been made; and (5) implicit bias. *Implicit bias* means the attitudes or internalized stereotypes that affect people's perceptions, actions, and decisions in an unconscious manner and that exist and often contribute to unequal treatment of people based on race, ethnicity, gender identity, sexual orientation, age, disability, and other characteristics. The implicit bias topic must include, at a minimum: (1) information on implicit bias; (2) information on racial and ethnic sensitivity; and (3) tools to adjust automatic patterns of thinking and ultimately eliminate discriminatory behaviors. 325 ILCS 5/4(j)~~, amended by P.A. 102-604~~. Districts must provide mandated reporter training through either the Ill. Dept. of Children and Family Services (DCFS), an entity authorized to provide continuing education through the Dept. of Financial and Professional Regulation, ISBE, the Ill. Law Enforcement Training Standards Board, the Ill. State Police, or an organization approved by DCFS to provide mandated reporter training. Id. *Child-serving organizations*, which are not defined in ANCRA, are "encouraged to provide in-person annual trainings." Id.



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In-Service Training Requirements

The staff development program shall provide, at a minimum, within six months of employment and renewed at least once every five years thereafter (unless required more frequently by other State or federal law), the in-service training of all District staff who work with pupils on: [3]

1. Health conditions of students,[4] including but not limited to training on:
    a. Anaphylactic reactions and management, conducted by a person with expertise on anaphylactic reactions and management;
    b. Management of asthma, prevention of asthma symptoms, and emergency response in the school setting;
    c. The basics of seizure recognition and first aid and emergency protocols, consistent with best practice guidelines issued by the Centers for Disease Control and Prevention;
    d. The basics of diabetes care, how to identify when a diabetic student needs immediate or emergency medical attention, and whom to contact in case of emergency;
    e. Current best practices regarding identification and treatment of attention deficit hyperactivity disorder; and

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[3] This list of in-service trainings is required by State law but only Nos. 4, 5(d), and 7 are required to be specified in board policy. ~~Beginning 7-1-24,~~ 105 ILCS 5/10-22.39, amended by P.A.s 103-41, 103-413, 103-542, and 103-603, requires all teachers, administrators, and school support personnel to complete these trainings during an in-service training program conducted by their board or through other training opportunities, including institutes provided by regional superintendents and intermediate service center executive directors under 105 ILCS 5/3-11, amended by P.A.s 103-542 and 103-413. If teachers, administrators, or school support personnel obtain training outside of an in-service training program or from a previous school employer, they may present documentation showing current compliance to satisfy the requirement of receiving training within six months of first being employed. Id.

Different from the in-service training that school districts must provide to their staff, 105 ILCS 5/3-11, amended by P.A.s 103-542 and 103-413, contains requirements that the regional superintendents and intermediate service center executive directors must include during institutes for teachers, administrators, and school support personnel. Instruction on prevalent student chronic health conditions, as well as educator ethics and teacher-student conduct training, is also required. See also f/ns 4-12 below discussing the board's requirements in 105 ILCS 5/10-22.39.

Both 105 ILCS 5/3-11 and 5/10-22.39 use the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. While the language of this paragraph is not required to be in board policy, including it provides a way for boards to monitor that it is being done. It also provides an opportunity for each board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject.

In-service training programs on the topics listed in 105 ILCS 5/10-22.39, amended by P.A.s 103-41, 103-413, 103-542 ~~103-413~~, and 103-603, ~~eff. 1-1-25,~~ shall be credited toward hours of professional development required for license renewal as outlined in 105 ILCS 5/21B-45(e). School support personnel may be exempt from in-service training if the training is not relevant to the work they do.

[4] 105 ILCS 5/10-22.39(b-5), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Nurses and school nurses, as defined by 105 ILCS 5/10-22.23 (school nurse), are exempt from training on health conditions of students. Id.

For No. 1(c), Consult the board attorney about whether:

1. All asthma action plans should require immediate 911 calls based upon In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017) (school district's appeal denied). The court held that a teacher's failure to dial 911 immediately upon a student's asthma attack was willful and wanton conduct, subjecting the school district to liability under the Local Governmental and Governmental Employees Tort Immunity Act.
2. The duties and responsibilities of the district when it asks for but does not receive an asthma action plan from a parent/guardian and the logistics of distributing any received plans to those employees who need to know based upon Stewart, above.

For No. 1(d), see also 105 ILCS 150/25, amended by P.A. 103-542, and No. 6 under the subhead **Additional Training Requirements**.

For No. 1(e), see also 105 ILCS 145/25, amended by P.A. 103-542, and No. 7 under the subhead **Additional Training Requirements**.



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f. How to respond to an incident involving life-threatening bleeding, including use of a school's trauma bleeding control kit, if applicable. [5]

2. Social-emotional learning.[6] Training may include providing education to all school personnel about the content of the Illinois Social and Emotional Learning Standards, how they apply to everyday school interactions, and examples of how social emotional learning can be integrated into instructional practices across all grades and subjects.
3. Developing cultural competency,[7] including but not limited to understanding and reducing implicit bias, including *implicit racial bias* as defined in 105 ILCS 5/10-20.61 (implicit bias training).
4. Identifying warning signs of mental illness, trauma, and suicidal behavior in youth, along with appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/2-3.166 (*Ann Marie's Law*) and the definitions of *trauma*, *trauma-responsive learning environments*, and *whole child* as set forth in 105 ILCS 5/3-11. [8]
5. Domestic and sexual violence and the needs of expectant and parenting youth, conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth.[9] Training shall include, but is not limited to:
   a. Communicating with and listening to youth victims of domestic or sexual violence and expectant and parenting youth;
   b. Connecting youth victims of domestic or sexual violence and expectant and parenting youth to appropriate in-school services and other agencies, programs, and services as needed;
   c. Implementing the District's policies and procedures regarding such youth, including confidentiality; and
   d. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in 105 ILCS 110/3.10 (see Board policy 7:185, *Teen Dating Violence Prohibited*).

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[5] See 105 ILCS 5/10-20.85, added by P.A. 103-128, for a definition of *trauma kit*. To avoid confusion between trauma related to life-threatening bleeding and *trauma* as defined in 105 ILCS 5/3-11(b), added by P.A. 103-413, this policy uses the phrase *trauma bleeding control kit* instead of *trauma kit*.

Beginning with the 2024-25 school year, training on life-threatening bleeding must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on life-threatening bleeding must be completed within six months of employment and renewed at least once every five years thereafter. 105 ILCS 5/10-22.39(b-5)(7), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Trained employees using a trauma kit are generally immune from civil liability. Id.

[6] 105 ILCS 5/10-22.39(b-10), added by P.A. 103-542.

[7] 105 ILCS 5/10-22.39(b-15), added by P.A. 103-542.

[8] 105 ILCS 5/10-22.39(b-20), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Training on the implementation of trauma-informed practices satisfies the requirements of this subsection. Id. In addition, Illinois Mental Health First Aid training may satisfy the requirements of this subsection. If teachers, administrators, or school support personnel obtain mental health first aid training outside of an in-service training program, they may present a certificate of successful completion of that training to the school district to satisfy the requirements of this law. Id. For further information on Mental Health First Aid, see https://namiillinois.org/resources/about-mental-illness/mental-health-first-aid/.

[9] 105 ILCS 5/10-22.39(b-25), added by P.A. 103-542. See sample policy 7:185, *Teen Dating Violence Prohibited*.



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6. Protections and accommodations for students,[10] including but not limited to training on:
    a. The federal Americans with Disabilities Act as it pertains to the school environment; and
    b. Homelessness.
7. Educator ethics and responding to child sexual abuse and grooming behavior (see Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*);[11] including but not limited to training on:
    a. Teacher-student conduct;
    b. School employee-student conduct; and
    c. Evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in 105 ILCS 5/10-23.13 (*Erin's Law*).
8. Effective instruction in violence prevention and conflict resolution,[12] conducted in accordance with the requirements of 105 ILCS 5/27-23.4 (violence prevention and conflict resolution education).

Additional Training Requirements

In addition, the staff development program shall include each of the following: [13]

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[10] 105 ILCS 5/10-22.39(b-30), added by P.A. 103-542. Beginning with the 2024-25 school year, training on homelessness must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on homelessness must be completed within six months of employment and renewed at least once every five years thereafter. Boards may work with a community-based organization specializing in working with homeless children and youth to develop and provide this training. See 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, for homelessness training content requirements. **Note:** the homelessness training content requirements in 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, are nearly identical to the homelessness training content requirements in 105 ILCS 5/10-22.39(hg) ~~(final citation pending)~~, added by P.A. 103-41~~, eff. 8-20-24~~.

Beginning with the 2016-17 school year, institutes under 105 ILCS 5/3-11 had to include instruction on the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.) as it pertains to the school environment at least every two years. Contact the Regional Superintendent or the appropriate Intermediate Service Center Executive Director with questions about online training for this component of a teachers' institute. Discuss with the board attorney the best practices of documenting trainings and evaluations of trainings; many attorneys in the field prefer documentation of ADA trainings to assist in their defense of any potential ADA claims against the district.

[11] 105 ILCS 5/10-22.39(b-35), added by P.A. 103-542. Each board may want to have a conversation with the superintendent and direct him or her to develop a curriculum for the in-services that instructs all district staff to maintain boundaries and act appropriately, professionally, and ethically with students. See also sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and f/n 11 in sample policy 4:110, *Transportation*. These expectations will be most effective when they reflect local conditions and circumstances. Employee conduct issues may be subjects of mandatory collective bargaining, therefore consulting the board attorney should be a part of this process. A district would commit an unfair labor practice by implementing new employee conduct rules without first offering to negotiate them with the applicable exclusive bargaining representative.

[12] 105 ILCS 5/10-22.39(b-40), added by P.A. 103-542.

[13] Optional. These in-services and/or trainings are required by State and/or federal law but are not required to be specified in board policy. The only non-School Code State and/or federal law training requirements listed are from the Abused and Neglected Child Reporting Act (325 ILCS 5/), Ill. Human Rights Act (775 ILCS 5/), Seizure Smart School Act (105 ILCS 150/), Care of Students with Diabetes Act (105 ILCS 150/), and Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.).

Putting this optional list into the policy will help the board monitor that the required in-service and training topics are being covered. While it is possible to *pick and choose*, this practice is likely to add more confusion to an already confusing responsibility. Unless noted, the School Code does not mandate the frequency with which the training must occur. Several other trainings that are mentioned in laws other than the School Code are addressed in other sample policies and procedures. Many of those policies and procedures are listed in the cross-references to this policy, e.g., training requirements under the Care of Students with Diabetes Act, 105 ILCS 145/.



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1. Ongoing professional development for ~~teachers, administrators,~~ all school personnel and school resource officers~~, and staff regarding~~ on the requirements of 105 ILCS 5/10-22.6 and 5/10-20.14, the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments as defined in 105 ILCS 5/3-11(b), the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates. [14]
2. Annual continuing education and/or training opportunities (professional standards) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three-year period. [15]
3. All high school coaching personnel, including the head and assistant coaches, and athletic directors must obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired on or after 8-19-14 must be certified before their position's start date. [16]
4. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team. [17]
5. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials. [18]
6. For delegated care aides performing services in connection with a student's seizure action plan, training in accordance with 105 ILCS 150/, the Seizure Smart School Act. [19]
7. For delegated care aides performing services in connection with a student's diabetes care plan, training in accordance with 105 ILCS 145/, the Care of Students with Diabetes Act. [20]
8. For all District staff, annual sexual harassment prevention training. [21]
9. Title IX requirements for training in accordance with 34 C.F.R. ~~§~~Part 106~~.8(d)~~ (see Board policy 2:265, *Title IX Grievance Procedure*). [22]

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[14] 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896. School board members are also included.

[15] 7 C.F.R. Parts 210 and 235. 7 C.F.R. §210.2 defines school nutrition program directors, managers and staff. 7 C.F.R. §§210.15(b)(8) (recordkeeping requirements) and 210.31(a), (c), (d), and (e) (professional standards requirements); 210.31(g)(requiring school food authority director to keep records). Food service funds may be used for reasonable, allocable, and necessary training costs. 7 C.F.R. §210.31(f). The U.S. Dept. of Agriculture (USDA) has established implementation resources that contain training opportunities and resources covering the four core training areas: nutrition, operations, administration, and communications/marketing at: www.fns.usda.gov/cn/professional-standards.

[16] Required only for districts with grades 9-12 by 105 ILCS 25/1.15. Delete for elementary school districts.

[17] 105 ILCS 5/22-80(h).

[18] 105 ILCS 5/10-20.17a, amended by P.A. 103-780; 23 Ill.Admin.Code §1.330.

[19] 105 ILCS 150/25, amended by P.A. 103-542.

[20] 105 ILCS 145/25, amended by P.A. 103-542.

[21] 775 ILCS 5/2-109. See f/n 75 in sample policy 5:20, *Workplace Harassment Prohibited*, for further detail about this training requirement.

[22] 34 C.F.R. §106.458(d). For training requirement details, see sample administrative procedures 2:265-AP1, *Title IX Response*~~, and 2:265-AP3, *Title IX Coordinator*~~.



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10. Training for all District employees on the prevention of discrimination and harassment based on race, color, and national origin in school as part of new employee training and at least once every two years. [23]
11. Training for at least one designated employee at each school about the Prioritization of Urgency of Need for Services (PUNS) database and steps required to register students for it. [24]
12. Training in accordance with 105 ILCS 5/26A for at least one staff member in each school designated as a resource for students who are parents, expectant parents, or victims of domestic or sexual violence, and for any employees whose duties include the resolution of complaints of violations of 105 ILCS 5/26A (see Board policy 7:255, *Students who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*). [25]

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*. [26] [27]

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[23] 775 ILCS 5/5A-103(c), added by P.A. 103-472. For training requirement details, see sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*.

[24] 105 ILCS 5/2-3.163(c), amended by P.A. 103-504.

[25] 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, requires each designated Article 26A Resource Person to either (1) be trained to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence, including training in the subjects set forth in 105 ILCS 5/26A-35(b)(i), or (2) have participated in an in-service training program under 105 ILCS 5/10-22.39(d) that includes training on the rights of minors to consent to counseling services and psychotherapy under the Mental Health and Developmental Disabilities Code within 12 months prior to designation. Id. However, 105 ILCS 5/10-22.39(d) was deleted by P.A. 103-542 and its training contents are in 105 ILCS 5/10-22.39(b-25).

105 ILCS 5/26A-25(b)(1), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requires employees whose duties include resolution of Article 26A complaints to initially complete at least eight hours of training on issues related to domestic and sexual violence and how to conduct the district's complaint resolution procedure, and to complete six hours of training annually thereafter. Such training must be conducted by individual(s) with expertise in domestic or sexual violence in youth and expertise in developmentally appropriate communications with elementary and secondary students regarding topics of a sexual, violent, or sensitive nature. Id. See sample administrative procedures 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

See pp. 28-30 of the June 2024 report of the second ESS Task Force for existing training requirements that may be suitable to fulfill Article 26A training requirements, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[26] Required by 105 ILCS 5/2-3.166(c)(2) (*Ann Marie's Law*). See sample administrative procedures 6:60-AP1, *Comprehensive Health Education Program*, and 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*.

[27] Districts are not required to train staff on life-saving techniques, though 105 ILCS 110/3, amended by P.A. 103-608, ~~eff. 1-1-25,~~ requires that all teachers, administrators, and other school personnel, as determined by school officials, be provided with information about emergency procedures and life-saving techniques within 30 days after the first day of each school year. Id. Such life-saving techniques must include the Heimlich maneuver, hands-only cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) use. The information provided must be in accordance with standards of the American Red Cross, the American Heart Association (AHA), or another nationally recognized certifying organization. Id. See e.g., https://cpr.heart.org/en/cpr-courses-and-kits/hands-only-cpr/hands-only-cpr-resources, https://cpr.heart.org/en/training-programs/aed-implementation, and www.redcross.org/take-a-class/resources/learn-first-aid/adult-child-choking.

For districts that have a practice of providing instruction in life-saving techniques and first-aid in their staff development programs, insert the following optional paragraph that aligns with 105 ILCS 5/3-11, 105 ILCS 110/3, amended by P.A. 103-608, ~~eff. 1-1-25,~~ and 77 Ill.Admin.Code §527.800:



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> An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

Persons performing CPR are generally exempt from civil liability if they are trained in CPR. 745 ILCS 49/10. Persons using an AED are generally exempt from civil liability if they were trained and acted according to the standards of the AHA. 745 ILCS 49/12.

The board may also want to address other staff development opportunities. While not required to be in policy, 105 ILCS 5/27-23.10, amended by P.A. 103-542, requires a school board to collaborate with State and local law enforcement agencies on gang resistance education. It also states that ISBE may assist in the development of instructional materials and teacher training for gang resistance education and training, which may be helpful to include in the staff development program. Other mandated and recommended staff development opportunities that are not located in the School Code or ISBE rules are found in the Ill. Administrative Code or federal regulations. Many of them are cross referenced in this policy.



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LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.
105 ILCS 5/2-3.62, 5/2-3.166, 5/3-11, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), 5/22-95, ~~and~~ 5/24-5, and 5/26A.
105 ILCS 25/1.15, Interscholastic Athletic Organization Act.
105 ILCS 145/25, Care of Students with Diabetes Act
105 ILCS 150/25, Seizure Smart School Act.
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/, Good Samaritan Act.
775 ILCS 5/2-109 and 5/5A-103, Ill. Human Rights Act.
23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.
77 Ill.Admin.Code §527.800.

CROSS REF.: 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 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), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:270 (Administering Medicines to Students), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

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ADMIN. PROC.: 2:265-AP1 (Title IX Response), 2:265-AP2 (Formal Title IX Complaint Grievance Process)~~, 2:265-AP3 (Title IX Coordinator)~~, 2:270-AP (Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin), 4:160-AP (Environmental Quality of Buildings and Grounds), 4:170-AP6 (Plan for Responding to a Medical Emergency at a Physical Fitness Facility with an AED), 5:100-AP (Staff Development Program), 5:120-AP2 (Employee Conduct Standards), 5:150-AP (Personnel Records), 6:120-AP4 (Care of Students with Diabetes), 7:250-AP1 (Measures to Control the Spread of Head Lice at School), 7:250-AP2 (Protocol for Responding to Students with Social, Emotional, or Mental Health Needs), 7:255-AP1 (Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:255-AP2 (Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:285-AP (Anaphylaxis Prevention, Response, and Management Program), 7:290-AP (Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program)

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# Instruction

## Home and Hospital Instruction [1]

A student who is absent from school, or whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school, because of a medical condition may be eligible for instruction in the student's home or hospital.[2] Eligibility shall be determined by State law and the Ill. State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services.[3] Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse.[4] Instructional or related services for a student receiving special education services will be determined by the student's individualized education program.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. The following State laws and ISBE rules govern homebound and hospital instruction: 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25 (home instruction and correspondence courses for students who are pregnant, parenting, or victims of domestic or sexual violence under 105 ILCS 5/26A); 105 ILCS 5/14-13.01 (reimbursement for home and hospital instruction along with factors to qualify for it); 105 ILCS 5/18-4.5 (reimbursement for home and hospital instruction); 105 ILCS 5/10-19.05(e) (an instructional session of one clock hour may be counted as ½ day of attendance, however, a student must receive four or more instructional clock hours to count as a full day of attendance); 23 Ill.Admin.Code §226.300 (home/hospital service for a special education student); 23 Ill.Admin.Code §1.520.

See ISBE guidance, *Home/Hospital Instruction and Reimbursement Questions and Answers* available at: www.isbe.net/Documents/Home-Hospital_QA.pdf. At the time of **PRESS** Issue 118's publication (Apr. 2025), this guidance had not been updated to reflect changes to 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25.

[2] 105 ILCS 5/14-13.01 defines the standards for determining when a student is eligible to receive home or hospital instruction. A student qualifies when a physician, physician assistant, or advanced practice registered nurse *anticipates* a student's absence due to a medical condition. The law defines "ongoing intermittent basis" to mean a medical condition of such a nature and severity that it is anticipated that the student will be absent from school due to the medical condition for periods of at least two days at a time multiple times during the school year totaling at least 10 days or more of absences.

[3] 105 ILCS 5/14-13.01(a-5) requires that all students provide a written statement from a physician, physician assistant, or advanced practice registered nurse stating the existence of a medical condition, the impact on the child's ability to participate in education, and the anticipated duration or nature of the child's absence from school. However, ISBE rules at 23 Ill.Admin.Code §226.300 (students qualifying for special education services) and 23 Ill.Admin.Code §1.520 (students not qualifying for special education services) have not yet been amended to reflect that this written statement may come from a physician assistant or an advanced practice registered nurse; they still state that such a written statement must come from a physician. ISBE's *Medical Certification for Home/Hospital Instruction* form, form 34-58, reflects that the written statement may come from a "physician licensed to practice medicine in all its branches, APRN, or PA." Available at: www.isbe.net/Documents/Medical-certification-home-hospital-instruction.pdf.

A student with health needs may be protected by the Individuals with Disabilities Education Act (20 U.S.C. §1401(3)) or Section 504 of the Rehabilitation Act (29 U.S.C. §794(a))

[4] 105 ILCS 5/14-13.01(a-5). There is no requirement that a student be absent from school for a minimum number of days before he or she qualifies for home or hospital instruction. 105 ILCS 5/14-13.01(a). The statute allows schools to begin home or hospital instruction upon receipt of a written statement from a physician, physician assistant, or advanced practice registered nurse but requires it to begin no later than five school days after receipt of the written statement.

Both 23 Ill.Admin.Code §§226.300(g) and 1.520(f) require home or hospital instructors to meet the requirements listed in 23 Ill.Admin.Code §1.610, i.e., proper licensure as required by 105 ILCS 5/21B-15.



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A student who is unable to attend school because of pregnancy or pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health and safety concerns arising from domestic or sexual violence as defined in 105 ILCS 5/26A, will be provided home instruction, correspondence courses, or other courses of instruction under the following circumstances:[5] ~~(1)~~

1. ~~b~~Before the birth of the child when the student's physician, physician assistant, or advanced practice registered nurse indicates, in writing, that she is medically unable to attend regular classroom instruction., ~~and (2) f~~
2. For up to three months after the child's birth or a miscarriage.
3. When a student must care for his or her ill child if:
   a. The child's physician, physician assistant, or advanced practice registered nurse informs the District, in writing, that the child has a serious health condition[6] that would require the student to be absent from school for two or more consecutive weeks; and
   b. The student or the student's parent/guardian informs the District, in writing, that the student needs to care for the child during this period.

~~1.~~4. The student must treat physical or mental health complications or address safety concerns arising from domestic or sexual violence when a health care provider or an employee of the student's domestic or sexual violence organization, as defined in 105 ILCS 5/26A, informs the District, in writing, that the care is needed by the student and will cause the student's absence from school for two or more consecutive weeks. ~~7~~

The District may reassess home instruction provided to a student under No. 3 or No. 4 every two months to determine the student's continuing need for home instruction.

Periodic conferences will be held between appropriate school personnel, parent(s)/guardian(s), and hospital staff to coordinate course work and facilitate a student's return to school.

LEGAL REF.: 105 ILCS 5/10-19.05(e), 5/10-22.6a, 5/14-13.01, and 5/18-4.5.
23 Ill.Admin.Code §§1.520, 1.610, and 226.300.

CROSS REF.: 6:120 (Education of Children with Disabilities), 7:10 (Equal Educational Opportunities~~y~~), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease)

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[5] 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25. Number (2) does not require a written statement from a physician, physician assistant, or advanced practice registered nurse. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[6] *Serious health condition* means an illness, injury, impairment, or physical or mental health condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider that is not controlled by medication alone. Id.

~~[7] 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25. Number (2) does not require a written statement from a physician, physician assistant, or advanced practice registered nurse.~~



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# Instruction

## Access to Electronic Networks [1]

Electronic networks are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. [2]

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-issued Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networks or to any District-issued online account from any computer or device, regardless of location;
3. District-owned or District-issued computers, laptops, tablets, phones, or similar devices.

The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s). [3]

The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet.[4] Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource

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[1] State or federal law requires this subject matter be covered by policy. State or federal law controls this policy's content. This policy contains an item 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. This policy concerns an area in which the law is unsettled.

A policy on Internet safety is necessary to receive *E-rate* funds under the Elementary and Secondary Education Act, Student Support and Academic Enrichment Grants (20 U.S.C. §7131) and to qualify for universal service benefits under the Children's Internet Protection Act (CIPA) (47 U.S.C. §254(h) and (l)).

Generally, federal rules prohibit schools from soliciting or accepting gifts or other things of value exceeding $20 from Internet service providers that participate or are seeking to participate in the E-rate program. 47 C.F.R. §54.503. However, during the COVID-19 pandemic, the Federal Communications Commission (FCC) temporarily waived its rules prohibiting such gifts to enable service providers to support remote learning efforts without impacting school E-rate funding. See https://docs.fcc.gov/public/attachments/DA-20-1479A1.pdf.

[2] This goal is repeated in sample exhibits 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks*, and 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks*.

[3] Topics for the implementation plan include integration of the Internet in the curriculum, staff training, and safety issues. The implementation plan can also include technical information regarding service providers, establishing Internet accounts, distributing passwords, software filters, menu creation, managing resources and storage capacity, and the number of access points for users to connect to their accounts. Another topic is investigation of inappropriate use.

[4] No system can guarantee to operate perfectly or to prevent access to inappropriate material; this policy statement attempts to absolve the district of any liability.



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center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response.[5] Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use. [6]

Acceptable Use [7]

All use of the District's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right.[8] Users of the District's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the District's electronic networks. General rules for behavior and communications apply when using electronic networks. The District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, contains the appropriate uses, ethics,

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[5] Required by 47 U.S.C. §254(h)(5)(B)(iii) and 47 C.F.R. §54.520(c)(i) only for districts that receive *E-rate* discounts for Internet access or plan to become participants in the *E-rate* discount program. All boards receiving an *E-rate* funding for Internet access were required to certify that they had updated their Internet safety policies. See, *FCC Report and Order 11-125* (~~August 11,~~ 8-11-~~20~~11). This sentence is optional if the district only receives discounts for telecommunications, such as telephone service, unless the district plans to participate in the *E-rate* discount program.

[6] School authorities may reasonably regulate student expression in school-sponsored publications for education-related reasons. Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). This policy allows such control by clearly stating that school-sponsored network information resources are not a "public forum" open for general student use but are, instead, part of the curriculum.

It is an unfair labor practice (ULP) under the Ill. Educational Labor Relations Act (IELRA) for an employer to discourage employees from becoming or remaining members of a union. 115 ILCS 5/14(a)(10)~~, added by P.A. 101-620~~. In connection with that potential penalty, the IELRA requires employers to establish email policies in an effort to prohibit the use of its email system by outside sources. 115 ILCS 5/14~~-~~(c-5)~~, added by P.A. 101-620~~. This policy aligns with IELRA requirements by clarifying the District's electronic network is not a public forum for general use by outside parties and by limiting use of the network to the purposes stated under the **Acceptable Use** subhead. However, districts are still prohibited under the First Amendment to the U.S. Constitution from suppressing messages based on viewpoint and may be subject to liability if they affirmatively block individual senders. See Lindke v. Freed, 601 U.S. 187 (2024); Perry Educ. Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37 (1983); People for the Ethical Treatment of Animals v. Tabak, 109 F.4th 627 (D.C. Cir. 2024)~~ Columbia Univ. v. Trump, 302 F.Supp.3d 541 (S.D.N.Y. 2018)~~. Consult the board attorney if the board wants to amend this policy to prohibit access by specific parties and/or before taking steps to "block" any specific party from the district's email system based on the content of the party's message.

[7] This paragraph provides general guidelines for acceptable use regardless of whether Internet use is supervised. In practice, many districts allow for incidental personal use of their networks during duty-free times. The specific rules are provided in sample exhibits 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks,* and 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks* (see also f/n 1). This paragraph's application to faculty may have collective bargaining implications.

[8] The "privilege, not a right" dichotomy is borrowed from cases holding that a student's removal from a team does not require due process because such participation is a privilege rather than a right. The deprivation of a privilege typically does not trigger the Constitution's due process provision. Clements v. Bd. of Educ. of Decatur Public Sch. Dist. No. 61, 133 Ill.App.3d 531 (4th Dist. 1985). Nevertheless, before access privileges are revoked, the user should be notified and allowed to give an explanation.



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and protocol.[9] Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials. [10]

Internet Safety [11]

Technology protection measures shall be used on each District computer with Internet access.[12] They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee.[13] The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Superintendent or system administrator.[14] The

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[9] If students are allowed only supervised access and are not required to sign the *Authorization for Access to the District's Electronic Networks*, the provisions from the *Authorization* should be used as administrative procedures for covering student Internet use. See 6:235-AP1, *Acceptable Use of the District's Electronic Networks*. This is an optional sentence:

The Superintendent shall establish administrative procedures containing the appropriate uses, ethics, and protocol for Internet use.

The Harassing and Obscene Communications Act criminalizes harassing and obscene electronic communication. 720 ILCS 5/26.5.

[10] The Fourth Amendment to the U.S. Constitution protects individuals from searches only when the person has a legitimate expectation of privacy. This provision attempts to avoid Fourth Amendment protection for communications and downloaded material by forewarning users that their material may be read or searched, thus negating any expectation of privacy.

Email and computer files are "public records" as defined in the Ill. Freedom of Information Act (FOIA) if they are, as in this policy, "under control" of the school board. 5 ILCS 140/2. They may be exempt from disclosure, however, when they contain information that, if disclosed, "would constitute a clearly unwarranted invasion of personal privacy." 5 ILCS 140/7.

Alternatively, a school board may believe that making email semi-private enhances its educational value. The following grants limited privacy to email communications and can be substituted for the sample policy's sentence preceding this footnote:

School officials will not intentionally inspect the contents of email without the consent of the sender or an intended recipient, unless as required to investigate complaints regarding email that is alleged to contain material in violation of this policy or the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*.

[11] See f/n 1.

[12] While it is best practice to do so, neither CIPA nor the rules for the E-Rate program specifically address whether school-owned computers or other mobile computing devices must be filtered when using a non-school Internet connection. Consult the board attorney for guidance on this issue.

[13] This sample policy language is broader than the requirements in federal law (20 U.S.C. §7131, 47 U.S.C. §254, and 47 C.F.R. §54.520(c)(i)). It does not distinguish between minors (children younger than 17) and non-minors. The terms, *minor*, *obscene*, *child pornography*, and *harmful to minors* have not changed, but are now explicitly referred to in the regulations at 47 C.F.R. §54.520(a). Federal law defines *harmful to minors* as:

…any picture, image, graphic image file, or other visual depiction that–(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

The Federal Communications Commission specifically declined to find that access to social networking websites are per se *harmful to minors*. However, the U.S. Dept. of Health and Human Services issued a Surgeon General's Advisory stating there is not enough evidence to conclude that social media is safe for children. See www.hhs.gov/surgeongeneral/reports-and-publications/youth-mental-health/social-media/index.html. School officials have discretion about whether or not to block access to these and similar sites. See supra f/n 3.

[14] Permitted by 20 U.S.C. §7131(c). The policy's provision for prior approval is not in the law and may be omitted. The entire sentence may be eliminated if a board does not want the filtering device to be disabled.



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Superintendent or designee shall include measures in this policy's implementation plan to address the following: [15]

1. Ensure staff supervision of student access to online electronic networks, [16]
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Use of Artificial Intelligence (AI)-Enabled Tools [17]

The Board recognizes that AI-enabled tools are important to enhance student learning, educator effectiveness, and school operations. The use of AI-enabled tools in the District shall be implemented in a safe, ethical, and equitable manner and in accordance with Board policies 1:30, *School District Philosophy*, and 7:345, *Use of Educational Technologies*; *Student Data Privacy and Security*.

To implement the use of AI-enabled tools in the District, the Superintendent or designee shall:

1. Develop a District-wide AI Plan that addresses the District's approach to the integration of AI;
2. Based on the District-wide AI Plan, establish AI Responsible Use Guidelines to address the responsible use of AI in the District by students and staff;

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[15] In order to qualify for universal service benefits under the federal Children's Internet Protection Act (CIPA), the district's Internet safety policy must address the items listed in the sample policy. 47 U.S.C. §254(l). The sample policy accomplishes this task by requiring these items be addressed in the policy's implementation plan or administrative procedure.

Note that federal law required school boards to hold at least one hearing or meeting to address the *initial* adoption of the Internet safety policy. Later revisions of the existing policy need not follow the public notice rule of CIPA, though a board will still need to follow its policy regarding revisions and the mandates of FOIA.

CIPA also requires this policy and its documentation to be retained for at least five years after the last day of service delivered in a particular funding year. This means the five-year retention requirement begins on the last day of service delivered under E-rate, not from the day the policy was initially adopted. Consult the board attorney about this requirement and the best practices for your individual board.

[16] Monitoring the online activities of *students* is broader than the requirement in federal law to monitor *minors*. The definition of minor for this purpose is "any individual who has not attained the age of 17 years." See 47 C.F.R. §54.520(a)(4)(i). The use of the word *students* is a best practice.

[17] Optional. Artificial intelligence is a rapidly evolving and complex technology that implicates many unsettled legal and ethical issues. This content contains an item 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.

A Statewide Generative AI and Natural Language Processing Taskforce issued a report to the General Assembly in December 2024 (https://doit.illinois.gov/content/dam/soi/en/web/doit/meetings/ai-taskforce/reports/2024-gen-ai-task-force-report.pdf) that recommended the Ill. State Board of Education provide guidance on the use of AI in schools, best practices, and educator training. The U.S. Dept. of Education released a toolkit to assist education leaders with the safe, ethical, and equitable integration of AI within education systems, available at: http://downloads.microscribepub.com/il/press/federal_resources/FINAL-ED-OET-EdLeaders-AI-Toolkit-10.29.24_20250221.pdf. Note: This resource may no longer be available on a federal government website but is being maintained at **PRESS** Online to provide consistent subscriber access.

Adopting policy language that addresses AI provides (a) a way for boards to monitor how this technology is being used in the district, and (b) an opportunity for the board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject. Before adoption of this subhead, the board may want to have a conversation with the superintendent to determine how local conditions, resources, and current practices will support the full implementation of a policy that addresses AI and its goals. The use of AI will be most effective when the policy reflects local conditions and circumstances. Consult the board attorney about these issues. See sample administrative procedure 6:235-AP3, *Development of Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, for a suggested framework for developing an AI plan and guidelines.



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3. Ensure that AI-enabled tools comply with State and federal law;
4. Ensure that staff receive training and students receive instruction on the use of AI, as appropriate; and
5. Review the District's AI Plan and AI Responsible Use Guidelines on an annual basis and update them as needed.

Authorization for Electronic Network Access [18]

Each staff member must sign the *Authorization for Access to the District's Electronic Networks* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use. [19]

Confidentiality

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

Violations

The failure of any user to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

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[18] The District's administrative procedure, 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, rather than this board policy, specifies appropriate conduct, ethics, and protocol for Internet use. This is consistent with the principle that detailed requirements are not appropriate for board policy; instead, they should be contained in separate district documents that are authorized by board policy. Keeping technical rules specifying acceptable use out of board policy will allow for greater flexibility, fewer changes to the policy manual, and adherence to the belief that board policy should be confined to governance issues and the provision of guidance on significant district issues. This sample policy only requires staff and students to sign the *Authorization*; however, all users of the District's Electronic Networks, including board members and volunteers, are bound by this policy and its implementing procedure and should be familiar with their content.

[19] The Superintendent's implementation plan should describe appropriate supervision for students on the Internet who are not required, or refuse, to sign the *Authorization*.

The use of personal electronic communication devices owned by students but used to gain Internet access that has been funded by *E-rate* is not addressed yet. ~~The FCC has indicated that it does plan to address the issues associated with the application of CIPA requirements to this situation.~~



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LEGAL REF.: 20 U.S.C. §7131, Elementary and Secondary Education Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act.
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
115 ILCS 5/14(c-5), Ill. Educational Labor Relations Act.
720 ILCS 5/26.5.

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:210 (Instructional Materials), 6:220 (Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADMIN. PROC.: 6:235-AP1 (Acceptable Use of the District's Electronic Networks), 6:235-AP1, E1 (Student Authorization for Access to the District's Electronic Networks), 6:235-AP1, E2 (Staff Authorization for Access to the District's Electronic Networks)

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# Instruction

## High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students [1]

Credit for Non-District Experiences [2]

A student may receive high school credit for successfully completing any of the listed courses or experiences even when it is not offered in or sponsored by the District:

1. Distance learning course, including a correspondence, virtual, or online course
2. Courses in an accredited foreign exchange program
3. Summer school or community college courses [3]
4. College or high school courses offering dual credit at both the college and high school level [4]

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[1] State law requires that several of the programs in this policy be covered in policy. State law controls this policy's content. Note that 23 Ill.Admin.Code §1.420(b) requires "[e]very school district [to] have an organized plan for recording pupil progress and/or awarding credit, including credit for courses completed by correspondence, online, or from other external sources, that can be disseminated to other schools within the State." Section 1.460 requires "[e]ach local board of education with a high school [to] adopt a policy which defines the board's position with reference to the awarding of high school credit on the basis of local examinations to pupils who have achieved the necessary proficiencies through independent study, either with or without private tutoring, or for work taken in or from another institution." 23 Ill.Admin.Code §1.460.

Sample policy 6:185, *Remote Educational Program*, provides for educational programs **delivered by the district** in a location outside of the school.

Sample policy 6:315, *High School Credit for Students in Grade 7 or 8*, allows students enrolled in grade 7 or 8 to enroll in a course required for high school graduation. 105 ILCS 5/27-22.10(a); 23 Ill.Admin.Code §1.440(c)(3).

[2] Each board may choose for which, if any, of the listed non-district experiences the district will grant high school credit. If a district does not grant credit for any of the listed activities, substitute the following alternative for all text in the entire section: "The District does not grant graduation credit for learning experiences that an enrolled student does not complete through the District."

[3] 105 ILCS 5/27-22.1 provides that no fewer than 60 hours of classroom instruction in summer school is required for one semester of high school course credit. Districts may accept courses completed in a community college (CC) toward graduation. 23 Ill.Admin.Code §1.440(f). Superintendents, pursuant to 105 ILCS 5/10-21.4, must annually report to the Ill. State Board of Education (ISBE) the number of students enrolled in accredited courses at any CC along with the name(s) and number(s) of the course(s) each student is taking.

[4] The Dual Credit Quality Act (DCQA) (110 ILCS 27/~~, amended by P.A.s 102-516 and 102-1077, eff. 1-1-23~~) defines dual credit as a college course taken by a high school student for credit at both the college and high school level. 110 ILCS 27/5 and 105 ILCS 5/10-20.62(a). An instructor who teaches a dual credit course does not need the certification required by Article 21 of the School Code but must meet the standards set forth in 110 ILCS 27/20(1), (2), (2.5), or (3). Dual credit programs require: (a) a specific partnership agreement between the district and a CC containing ~~12~~ specified elements, as long as the district is in the CC's jurisdiction (110 ILCS 27/16), or (b) cooperation between the school district and the institution providing the dual credit courses (see the Higher Education Student Assistance Act at 110 ILCS 947/10 for a definition of *institution*). Partnership agreements that are entered into, amended, renewed, or extended after 1-1-23, must allow high school students who do not otherwise meet the CC's academic eligibility requirements to enroll in a dual credit course taught at the high school, but only for high school credit. 110 ILCS 27/16.5(a)~~, added by P.A. 102-1077, eff. 1-1-23~~. If the district and CC cannot agree within 180 days of a district's initial request to enter into a partnership agreement, the two parties must use the model partnership agreement ~~located~~ referenced at 110 ILCS 27/19.



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5. Foreign language courses taken in an ethnic school program approved by the Illinois State Board of Education [5]
6. Work-related training at manufacturing facilities or agencies in a Tech Prep Program [6]
7. Credit earned in a Vocational Academy [7]

The student must seek approval from the Superintendent or designee to receive graduation credit for any non-District course or experience. The Superintendent or designee shall determine the amount of credit and whether a proficiency examination is required before the credit is awarded. As approval is not guaranteed, students should seek conditional approval of the experience before participating in a non-District course or experience. The student assumes responsibility for any fee, tuition, supply, or other expense. The student seeking credit is responsible for (1) providing documents or transcripts that demonstrate successful completion of the experience, and (2) taking a proficiency examination, if requested. The Superintendent or designee shall determine which, if any, non-District courses or experiences, will count toward a student's grade point average, class rank, and eligibility for athletic and extracurricular activities. When applicable, the Building Principal or designee shall, prior to the first day of class, inform individual high school students enrolled in a mixed enrollment dual credit course that includes students who have and have not met the community college's criteria for dual

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Out-of-state dual credit contracts are prohibited until a district first offers the CC in the district in which the district is located the opportunity to provide a dual credit course. 110 ILCS 27/17. In addition, a district seeking to enter into an agreement with an out-of-state institution must provide notice to the Ill. State Board of Higher Education (BHE) of its intent to which the BHE will have 30 days to provide the district with a list of in-state institutions that can provide the district an equivalent dual credit opportunity. Id. Agreements between a district and an out-of-state institution that were in effect before 1-1-19 ~~will~~ were not ~~be~~ affected. Id. A high school evaluation of a dual credit program must also incorporate the analysis of data from the ISBE statewide longitudinal data system (see the P-20 Longitudinal Education Data System Act, 105 ILCS 13/, for more information).

105 ILCS 5/10-20.62(c), requires school boards to require the district's high schools, if any, to inform all 11th and 12th grade students of dual enrollment and dual credit opportunities at public CCs for qualified students. Qualified students may enroll in an unlimited amount of dual credit courses and earn an unlimited amount of academic credits from them if the course(s) are taught by an Ill. instructor, as provided by 110 ILCS 27/. Id. at (b). In addition, all dual credit coursework completed by a high school student must be transferred to all public institutions in Illinois on the same basis as coursework completed by a public CC student who previously earned a high school diploma in the manner set forth under the Ill. Articulation Initiative Act. Id. at 27/19.

The DCQA requires partnership agreements between districts and CCs to address access to dual credit courses by individual students with disabilities. 110 ILCS 27/16~~, amended by P.A.s 102-516 and 102-1077~~. 105 ILCS 5/14-8.03~~, amended by P.A. 102-516~~ also requires districts to provide special education students with information about career and technical education (CTE) opportunities, including at the postsecondary level. See *Increasing Postsecondary Opportunities and Success for Students and Youth with Disabilities* at: www.sites.ed.gov/idea/idea-files/qa-increasing-postsecondary-opportunities-success-for-students-youth-with-disabilities-sept-17-2019/#Letter for information on providing transition services to high school students who have individualized education programs (IEPs), are receiving services under the IDEA, and take courses offered by a community college or other postsecondary education institution program prior to high school graduation.

[5] 105 ILCS 5/2-3.44 and 5/10-22.43a. An ethnic school is a part-time, private school that teaches the foreign language of a particular ethnic group as well as the culture, geography, history, and other aspects of a particular ethnic group. 105 ILCS 5/2-3.44; 23 Ill.Admin.Code §1.465(b). For requirements, see 23 Ill.Admin.Code §1.465.

[6] The State Superintendent and Board of Higher Education were encouraged by 105 ILCS 5/2-3.115 to establish a program of academic credit for Tech Prep work based learning for secondary school students with an interest in pursuing such career training, which could be instituted by school districts. See also 23 Ill.Admin.Code §1.445.

[7] Vocational Academies Act, 105 ILCS 433/. The Act's purpose is to "integrate workplace competencies and career and technical education with core academic subjects." School districts are permitted to partner with CCs, local employers, and community-based organizations to establish a vocational academy that functions as a two-year school within a school for grades 10 through 12. Grant funds may be available from ISBE when the vocational academy meets statutory requirements.



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credit coursework of whether or not they are eligible to earn college credit for the course.[8] This section does not govern the transfer of credits for students transferring into the District.

Substitutions for Required Courses

**Vocational or technical education.**[9] A student in grades 9-12 may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing related vocational or technical education courses if: [10]

1. The Building Principal approves the substitution(s) and the vocational or technical education course is completely described in curriculum material along with its relationship to the required course; and
2. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District.

**Registered Apprenticeship Program.**[11] The Superintendent or designee will ensure that the District complies with State law requirements for registered apprenticeship programs.[12] The opportunities and requirements for registered apprenticeship programs contained in this policy will be posted on the

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[8] 110 ILCS 27/16.5(c)~~, added by P.A. 102-1077, eff. 1-1-23~~. Written notification is not required by the law, but it is a best practice to show compliance with this requirement.

[9] Allowing for this substitution is optional, but, if offered, must be included in board policy. 105 ILCS 5/27-22.05.

[10] The *related* requirement is met if the course contains at least 50% of the content of the required course. Id. 23 Ill.Admin.Code §1.445 requires that the vocational or technical education course be completely described in the policy along with its relationship to the required course. The sample policy satisfies these requirements by referring to the courses as described in curricular material.

ISBE requires that the parent/guardian of a student under the age of 18 request the course substitution "on forms that the school district makes available" and that the request must be maintained in the student's temporary record. 23 Ill.Admin.Code §1.445. See sample exhibit 6:310-E, *Class Substitution Request*. There is no parallel recordkeeping requirement in the rules for registered apprenticeships; however, it is best practice to maintain all types of substitution requests as evidence of compliance with the form requirement.

[11] Allowing for this substitution is optional, but, if offered, must be included in board policy. 105 ILCS 5/2-3.175~~, renumbered by P.A. 101-81~~; 23 Ill.Admin.Code §255.200. A *registered apprenticeship program* is an industry-based occupational training program of study with standards reviewed and approved by the U.S. Dept. of Labor that meets characteristics set forth in State law and ISBE rules. The introductory sentence and listed items 1, 3, 4, and 6 are required to be in the policy if a board decides to allow students to participate in registered apprenticeship programs. See 23 Ill.Admin.Code §255.200(b). Item #2 is not required to be stated in policy, but is required to be included in a district's website notification (if any) to parents/guardians about registered apprenticeship opportunities. See f/n 13, below.

If a board adopts a policy to allow for student participation in registered apprenticeship programs, the policy must be posted on the district's website (if any) for students, parents, and members of the business and industry community to access. 23 Ill.Admin.Code §255.200(c)(1). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and f/ns 13~~2~~ and 14~~3~~ below for other related website posting requirements.

Employers providing apprenticeships may be eligible for~~seek~~ tax credits for certain educational expenses they incur on behalf of qualifying apprentices~~ for calendar years 2020-2025~~. 35 ILCS 5/231(b), ~~added~~ amended by P.A. 103-1059~~101-207~~. Districts that carry out registered apprenticeship programs should, but are not required to, aid an employer in claiming ~~the~~ an available credit by providing a written receipt documenting the apprenticeship education expenses paid to the school by the employer. 14 Ill.Admin.Code §522.50(e). See https://dceo.illinois.gov/expandrelocate/incentives/ilapprenticeshiptaxcredit.html ~~www2.illinois.gov/dceo/ExpandRelocate/Incentives/Pages/ILApprenticeshipTaxCredit.aspx~~ for more information about the credit.

[12] 105 ILCS 5/2-3.175; 23 Ill.Admin.Code Part 255. In addition to the requirements listed in the policy, districts allowing for student participation in registered apprenticeship programs must also: (1) submit data on participating students through ISBE's Student Information System, (2) identify and attempt to eliminate any barriers to student participation, and (3) include the program in the Career Pathway Endorsement if the district awards endorsements under the Postsecondary and Workforce Readiness Act (110 ILCS 148/). 23 Ill.Admin.Code §255.200(d)-(f).



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District's website, and parents/guardians and students will also be notified of such opportunities in the appropriate school handbook(s). [13]

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website; [14]
5. The Building Principal approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

**Advanced placement computer science.**[15] The advanced placement computer science course is equivalent to a high school mathematics course. A student in grades 9-12 may substitute the advanced placement computer science course for one year of mathematics, in accordance with Section 27-22 of the School Code. The transcript of a student who completes the advanced placement computer science course will state that it qualifies as a mathematics-based, quantitative course.

**Substitutions for physical education.** A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated below.[16] The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate. [17]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[13] 23 Ill.Admin.Code §255.200(c). The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh. The notification to students and parents on the district's website must include: (1) a statement that a student may participate in any registered apprenticeship program listed by the district; and (2) a statement that a student may find a registered, but not listed, apprenticeship program with a business or organization, if a registered apprenticeship program is not offered in the district. 23 Ill.Admin.Code §255.200(c)(2). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. For districts that do not maintain a website, use the following alternative sentence:

> Parents/guardians and students will be notified of opportunities for registered apprenticeship programs in the appropriate school handbook(s).

[14] 23 Ill.Admin.Code §255.200(b)(4). See sample exhibits 6:310-E, *Class Substitution Request*, and 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. If the district does not maintain a website, delete ~~and on its website~~.

[15] Optional, but allowed by 105 ILCS 5/27-22(e)(3)~~, amended by P.A. 101-464,~~ and 5/27-22(f-5).

[16] Optional, but allowed by 105 ILCS 5/27-6(b); 23 Ill.Admin.Code §1.425(e). A board that wants to allow any of these P.E. exemptions must include the ones it selects in a policy that excuses students on an individual basis.

[17] 23 Ill.Admin.Code §1.425(e).



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1. Ongoing participation in a marching band program for credit; [18]
2. Enrollment in Reserve Officer's Training Corps (ROTC) program sponsored by the District;[19]
3. Ongoing participation in an *interscholastic* or *extracurricular athletic program*; [20]
4. Enrollment in academic classes that are required for admission to an institution of higher learning (student must be in the 11th or 12th grade);[21] or
5. Enrollment in academic classes that are required for graduation from high school, provided that failure to take such classes will result in the student being unable to graduate (student must be in the 11th or 12th grade). [22]

A student who is eligible for special education may be excused from physical education courses pursuant to 7:260, *Exemption from Physical Education*.

**Volunteer service credit.**[23] A student participating in the District's Volunteer Service Credit Program, if any, may earn credit toward graduation for the performance of community service. The amount of credit given for program participation shall not exceed that given for completion of one semester of language arts, math, science, or social studies.

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[18] 23 Ill.Admin.Code §1.425(e)(4)(A). This policy excuses students from P.E. only during the marching band season because the statute allows the exemption "for ongoing participation in such marching band program." Thus, if the marching band season is over, the student's *ongoing participation* has ceased and the student no longer qualifies for the P.E. exemption. Common sense, however, would allow the exemption to continue until the end of the current grading period.

[19] 23 Ill.Admin.Code §1.425(e)(4)(B).

[20] 23 Ill.Admin.Code §1.425(e)(2) and (e)(3)(A). Prior to P.A. 100-465, the statute only allowed students in grades 11 and 12 to be excused from P.E. "for ongoing participation in an interscholastic athletic program." 105 ILCS 5/27-6(b)(1). 105 ILCS 5/27-6(b) now states "on a case-by-case basis, excuse pupils in grades 7 through 12 who participate in an interscholastic or extracurricular athletic program." While the statute no longer requires such participation to be *ongoing*, 23 Ill.Admin.Code §1.425(e)(3) requires *ongoing participation*. Thus, if the athletic program is over, the student's *ongoing participation* has ceased and the student no longer qualifies for the P.E. exemption. Common sense, however, would allow the exemption to continue only until the end of the grading period during which the athletic program is active. 23 Ill. Admin. Code §1.425(e)(2) limits interscholastic and extracurricular athletic programs to those that are sponsored by the school district as defined in school board policy. Boards do not have the "authority to honor parental excuses based upon students' participation in athletic training, activities or competitions conducted outside the auspices of the school district." Id. at §1.425(e)(6).

State statutes do not define *interscholastic athletic program* or *extracurricular athletic program*; however, 105 ILCS 5/22-80 defines *interscholastic athletic activity* as "any organized school-sponsored or school-sanctioned activity for students, generally outside of school instructional hours, under the direction of a coach, athletic director, or band leader, including, but not limited to, baseball, basketball, cheerleading, cross country track, fencing, field hockey, football, golf, gymnastics, ice hockey, lacrosse, marching band, rugby, soccer, skating, softball, swimming and diving, tennis, track (indoor and outdoor), ultimate Frisbee, volleyball, water polo, and wrestling." 23 Ill.Admin.Code §1.425(e)(2) defines *interscholastic* and *extracurricular athletic programs* as "those programs that are sponsored by the school district as defined by school district policy." Boards have no authority to honor parental excuses based upon students' participation in athletic training, activities or competition conducted outside the auspices of the school district. 23 Ill.Admin.Code §1.425(e)(6).

For boards that want to explain the meaning of *interscholastic or extracurricular athletic program*, insert the following option at the end of #3:

> (organized school-sponsored or school-sanctioned activities for students that are not part of the curriculum, not graded, not for credit, generally take place outside of school instructional hours, and under the direction of a coach, athletic director, or band leader)

For unit districts, ensure the definition matches the definition in policy 7:260, *Exemption from Physical Education*.

[21] 23 Ill.Admin.Code §1.425(e)(3)(B).

[22] 23 Ill.Admin.Code §1.425(e)(3)(C).

[23] Optional. The credit given for one semester may not exceed that stated in this policy. 105 ILCS 5/27-22.3. The program may include participation in the organization of a high school or community blood drive or other blood donor recruitment campaign. Id. ISBE must provide assistance to districts opting to offer the program. 105 ILCS 5/2-3.108.



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Re-Entering Students [24]

Individuals younger than 21 years of age may re-enter high school to acquire a high school diploma or an equivalency certificate, subject to the limitations in Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*. Re-entering students may obtain credit through the successful completion of the following (not all of these may be available at any one time):

1. District courses
2. Non-District experiences described in this policy
3. Classes in a program established under Section 10-22.20 of the School Code, in accordance with the standards established by the Illinois Community College Board
4. Proficiency testing, correspondence courses, life experiences, and other nonformal educational endeavors
5. Military service, provided the individual making the request has a recommendation from the American Council on Education

The provisions in the section **Credit for Non-District Experiences**, above, apply to the receipt of credit for any non-District course.

LEGAL REF.: 105 ILCS 5/2-3.44, 5/2-3.108, 5/2-3.115, 5/2-3.142, 5/2-3.175, 5/10-22.43a, 5/10-20.62, 5/27-6, 5/27-22.3, and 5/27-22.05.
110 ILCS 27/, Dual Credit Quality Act.
23 Ill.Admin.Code §§1.425(e), 1.440(f), 1.470(c), and Part 255.

CROSS REF.: 6:180 (Extended Instructional Programs), 6:300 (Graduation Requirements), 6:315 (High School Credit for Students in Grade 7 or 8), 6:320 (High School Credit for Proficiency), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:260 (Exemption from Physical Education)

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[24] Required by 23 Ill.Admin.Code §1.470(a). While the sample policy does not provide for it, a school board may permit adults 21 years of age or older to re-enter high school. 23 Ill.Admin.Code §1.470(b). Items #4 & #5 are optional, but must be included in a policy if credit will be granted for them. 105 ILCS 5/27-6~~,~~ 27-22.05.



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# Students

## Equal Educational Opportunities [1]

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race,[2] national origin, religion, sex,[3] sexual orientation, ancestry, age, physical or mental disability, gender identity,[4] status of being homeless, immigration status, order of protection status,

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law requires this subject matter be covered by policy and controls this policy's content. Many civil rights laws guarantee equal educational opportunities; see citations in the Legal References.

[2] The Ill. Human Rights Act (IHRA) defines *race* to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. The Ill. Dept. of Human Rights' (IDHR) jurisdiction over schools as "places of public accommodation" is limited, see f/n 4, below. See also sample policy 7:160, *Student Appearance*, regarding hairstyles associated with race.

[3] With some exceptions, Title IX of the Education Amendments of 1972 (Title IX) guarantees that "[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance…" 20 U.S.C. §1681(a). ~~Prohibited sex discrimination in violation of Title IX includes sex-based harassment and "discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity." 34 C.F.R. §§ 106.2, 106.10.~~ See sample policy 2:265, *Title IX Grievance Procedure*, for further discussion.

Title IX implementing regulations at 34 C.F.R. §106.40 and 49 C.F.R. §25.445 prohibit "any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex." Ill. State Board of Education (ISBE) sex equity regulation at 23 Ill.Admin.Code §200.50(e) prohibits discrimination against a student "because of his or her actual or potential marital or parental status," and it specifies that: (1) pregnancy shall be treated as any other temporary disability, (2) pregnancy or parenthood shall not be considered cause for dismissal or exclusion from any program or activity, (3) participation in special programs provided for pregnant students or students who are parents shall be at the student's option, and (4) systems shall eliminate administrative and programmatic barriers to school attendance and school completion by pregnant students or students who are parents. Id. See f/n 8, below, regarding support services for pregnant and parenting students.

[4] The IHRA and an ISBE rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(Q), 5/5-101(11), and 5/5-102; 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the IHRA. The IHRA permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.

Adopting separate policies or inserting policy statements about accommodations and inclusion of transgender students in the educational program are unsettled areas of the law. Some lawyers believe doing so may open boards to equal protection challenges for not creating separate policies for other protected statuses, e.g., race, national origin, religion, etc. Governor Pritzker issued Executive Order (EO) 2019-11, titled "Strengthening Our Commitment to Affirming and Inclusive Schools" which established the Affirming and Inclusive Schools Task Force (Task Force) to identify strategies and best practices for ensuring welcoming, safe, supportive, and inclusive school environments for transgender, nonbinary, and gender nonconforming students. The Task Force delivered a report that served as the basis for two non-regulatory guidance documents entitled *Supporting Transgender, Nonbinary and Gender Nonconforming Students* and *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents. The Ill. State Board of Education (ISBE) hosts these documents on its website.

Consult the board attorney if your board wishes to adopt a separate policy or insert policy statements about accommodations and inclusion of transgender students.



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military status, unfavorable military discharge, reproductive health decisions, or actual or potential marital or parental status, including pregnancy.[5] Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board policy 8:20, *Community Use of School Facilities*.[6] Any student may file a discrimination complaint by using Board policy 2:260, *Uniform Grievance Procedure*, or in the case

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For boards that want to incorporate ISBE's *Sample District Policy and Administrative Procedures* policy recommendation into this policy, insert the following in place of "gender identity,": gender, gender identity (whether or not traditionally associated with the student's sex assigned at birth), gender expression.

**If the board inserts this option, it must also insert the options in f/n 7, below and in f/n 2 of sample policy 7:20, *Harassment of Students Prohibited*, but note the protected statuses list in this policy is different and should not be copied from here into 7:20, *Harassment of Students Prohibited*.**

See sample administrative procedure 7:10-AP1, *Accommodating Transgender, Nonbinary, or Gender Nonconforming Students*, for a case-by-case procedure that school officials may use when a student requests an accommodation based upon his or her gender identity.

For a list of policies that address the equal educational opportunities, health, safety, and general welfare of students within the District, see sample exhibit 7:10-E, *Equal Educational Opportunities Within the School Community*.

**5** ~~Many civil rights laws guarantee equal education opportunities; see citations in the Legal References.~~

In 23 Ill.Admin.Code §1.240, ISBE states that "no school system may deny access to its schools or programs to students who lack documentation of their immigration status or legal presence in the United States, and no school system may inquire about the immigration status of a student (Plyler v. Doe, 457 U.S. 202 (1982))."

775 ILCS 5/1-102(A), amended by P.A.s 103-472 and 103-785~~, eff. 1-1-25~~, lists the following protected categories: race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, reproductive health decisions, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, including in elementary, secondary, and higher education. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, and its footnotes for definitions of some of these terms.

The IHRA prohibits schools from discriminating against students on the bases of *reproductive health decisions*. 775 ILCS 5/1-103(Q), amended by P.A. 10~~37~~-78~~53, eff. 1-1-25~~. See 775 ILCS 5/1-103(O-2), amended by P.A. 103-785~~, eff. 1-1-25~~, for a definition of *reproductive health decisions*.

~~The IHRA and an ISBE rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(Q), 5/5-101(11), and 5/5-102; 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.~~

The IHRA's jurisdiction in regard to schools as places of public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying or refusing full and equal enjoyment of facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~.

**6** 23 Ill.Admin.Code §200.40(g) prohibits entering into agreements with entities that discriminate against students on the basis on sex. Section 200.80(a)(4) contains an exception for single sex youth organizations, e.g., Girl Scouts. Note that the U.S. Supreme Court refused to apply New Jersey's public accommodation law to the Boy Scouts because forcing the Scouts to accept a homosexual as a member would violate the Scouts' freedom of expressive association. Boy Scouts of America v. Dale, 530 U.S. 640 (2002). When deciding whether to allow non-school groups to use its facilities, a public school district may not engage in viewpoint discrimination. Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).



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of discrimination on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. [7]

Sex Equity [8]

No student shall, based on sex, sexual orientation, or gender identity[9] be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using Board policy 2:260, *Uniform Grievance Procedure*. A student may appeal the Board's resolution of the complaint to the Regional

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[7] Districts must have a grievance procedure. See the Legal References following this policy and 105 ILCS 5/22-95, added by P.A. 103-472, regarding the internal complaint process for claims of discrimination on the basis of race, color, or national origin, which is addressed in sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. Absent a specific statute or rule, there is no consensus on whether students have the right to appeal a board's decision to the Regional Superintendent and thereafter to the State Superintendent pursuant to 105 ILCS 5/2-3.8.

[8] Every district must have a policy on sex equity. 23 Ill.Admin.Code §200.40(b). The IHRA, Public Accommodation section, prohibits schools from: (1) failing to enroll an individual, (2) denying or refusing an individual full and equal enjoyment of its facilities, goods, or services, or (3) failing take corrective action to stop severe or pervasive harassment of an individual (775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~), on the basis of the individual's sex or sexual orientation, among other classifications (775 ILCS 5/5-101(11)). Every four years, districts must evaluate their policies and practices to identify and eliminate sex discrimination as well as evaluate course enrollment data to identify disproportionate enrollment based on sex. In-service training for all staff members is required. 23 Ill.Admin.Code §200.40(e).

Every four years, districts must survey students about their athletic interests and must use survey results in planning for the future and assessing current program comparability. 23 Ill.Admin.Code §200.80(b)(1). Equal participation and equal opportunity in athletics is addressed in Title IX implementing regulations. 34 C.F.R. §106.41. Generally, when a school district offers a team for one gender but not for the other, a member of the excluded gender is allowed to try out for the team unless the sport is a *contact sport*. Contact sports are boxing, wrestling, rugby, ice hockey, football, basketball, and other sports involving bodily contact. The rules also list the factors that determine whether equal opportunities are available to both genders. These include: whether the selection of athletics accommodates the interests and abilities of both genders; equipment and supplies; scheduling; opportunity to receive coaching and academic tutoring; locker rooms, practice facilities, and fields; and publicity. Title IX prohibits any person from sexually harassing a student. See sample policy 2:265, *Title IX Grievance Procedure*, for further discussion.

105 ILCS 5/10-20.60 requires public schools to provide reasonable accommodations to breastfeeding students. See sample administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*, for specific *reasonable accommodations* under Illinois law.

105 ILCS 5/10-20.63~~, amended by P.A. 102-340,~~ requires school districts to make menstrual hygiene products (defined as tampons and sanitary napkins for use in connection with the menstrual cycle) available, at no cost to students, in bathrooms of every school building that is open for student use in grades 4 through 12 during the regular school day. **Note:** While P.A. 102-340 expanded the availability of menstrual hygiene products to students in grades 4 and 5, it did not expand the definition of *school building*, which remains defined as serving students in grades 6 through 12. Consult with the board attorney about implementing this law.

105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25, requires schools to "facilitate the full participation of students who are parents, expectant parents, or victims of domestic or sexual violence" by providing certain in-school support services. For further information, see sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[9] For boards that want to incorporate ISBE's *Sample District Policy and Administrative Procedures* policy recommendations into this policy (see f/n 4 above), insert:

1. In place of "or gender identity" as follows: "~~or~~ gender identity, or gender expression".
2. The following sentence as the second sentence of this subhead: "Students shall be supported in a manner consistent with their gender identity. This will include, but not be limited to, use of restrooms, locker rooms, and other facilities that correspond with the student's gender identity."



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Superintendent (pursuant to 105 ILCS 5/3-10) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8). [10]

Any student may file a sexual harassment ~~discrimination~~ complaint by using Board policy 2:265, *Title IX Grievance Procedure*.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator~~, who also serves as the District's~~ and a Title IX Coordinator.[11] The Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and related grievance procedures. [12]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[10] Districts must have a sex equity grievance procedure and must tell students that they may appeal a board's resolution of a sex equity complaint to the Regional Superintendent and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. Student complaints regarding breastfeeding accommodations must also be processed in accordance with these procedures ~~as well as Title IX~~. See sample policy~~ies~~ 2:260, *Uniform Grievance Procedure*, at f/n 9~~, and 2:265, *Title IX Grievance Procedure*~~.

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director."

[11] Required by regulations implementing Title IX. 34 C.F.R. §106.8(a). See f/ns 24 and 25 in sample policy 2:260, *Uniform Grievance Procedure*. The Nondiscrimination Coordinator often also serves as the Title IX Coordinator. ~~If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, amend this sentence to state: "The Superintendent shall appoint a Nondiscrimination Coordinator and a Title IX Coordinator."~~

[12] Required by regulations implementing Title IX. 34 C.F.R. Part 106; 23 Ill.Admin.Code §200.40. Comprehensive faculty and student handbooks can provide required notices, along with other important information, to recipients. Handbooks can be developed by the building principal but should be reviewed and approved by the superintendent and board. Faculty handbooks may contain working conditions and be subject to mandatory collective bargaining. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.



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LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).
Ill. Constitution, Art. I, §18.
105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60, 5/10-20.63, 5/10-22.5, 5/26A, and 5/27-1.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
775 ILCS 35/5, Religious Freedom Restoration Act.
23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:165 (School Uniforms), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:330 (Student Use of Buildings - Equal Access), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

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# Students

## Harassment of Students Prohibited [1]

No person, including a School District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity[2]; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened

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[1] State or federal law requires this subject matter be covered by policy, controls this policy's content, and 105 ILCS 5/10-20.71 requires that every two years, each district within an Illinois county served by an accredited Children's Advocacy Center review all its existing sexual abuse investigation policies and procedures to ensure consistency with 105 ILCS 5/22-85. Each district must also have a policy on bullying. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

This policy's list of protected classifications aligns with the list in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The protected classifications are found in 105 ILCS 5/27-23.7(a), amended by P.A. 103-47; 775 ILCS 5/1-103~~, amended by P.A.s 102-896~~; 23 Ill.Admin.Code §1.240.

The list of protected classifications in sample policy 7:10, *Equal Educational Opportunities*, is different – it does not contain the classifications that are exclusively identified in the bullying statute. 105 ILCS 5/27-23.7, amended by P.A. 103-47.

The Ill. Human Rights Act (IHRA) and an Ill. State Board of Education (ISBE) rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/5-101(11); 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103. Additionally, *race* is defined to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. 775 ILCS 5/1-102(A), added *order of protection status* to its list of protected categories. IHRA's jurisdiction regarding schools as a public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying access to facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~. It is also a violation of IHRA if a district is aware of an employee or agent's harassment towards a student but fails to take appropriate action to stop the harassment. 775 ILCS 5/5A-101 and 102, amended by P.A. 103-472.

[2] See f/n ~~3~~4 in sample policy 7:10, *Equal Educational Opportunities*, for a discussion about Executive Order (EO) 2019-11 establishing the Affirming and Inclusive Schools Task Force (Task Force) that made policy and administrative procedure recommendations to ISBE that are discussed in a its publication *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents.

For boards that want to incorporate ISBE's sample policy recommendation, insert the following in place of "gender identity;": gender; gender identity (whether or not traditionally associated with the student's sex assigned at birth);

**If the board inserts this option, it must also insert the options in f/ns ~~3~~4 and ~~8~~9 of policy 7:10, *Equal Educational Opportunities*, but note the protected statuses list in this policy is different and should not be copied from here into 7:10, *Equal Educational Opportunities*.**



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or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above. [3]

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.[4] See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with

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[3] This list of examples of prohibited conduct is optional. While hate speech is not specifically mentioned in this paragraph, any hate speech used to harass or intimidate is banned. Hate speech without accompanying misconduct may be prohibited in response to actual incidents when hate speech interfered with the educational environment. West v. Derby Unified Sch. Dist., 206 F.3d 1358 (10th Cir. 2000).

[4] Two laws apply to sexual harassment of students in Illinois. Title IX of the Education Amendments of 1972 (Title IX) ~~and IHRA~~ prohibit~~s discrimination on the basis of sex and~~ sexual ~~based~~ harassment in any educational program or activity receiving federal financial assistance. 20 U.S.C. §1681. Title IX defines sexual harassment as conduct on the basis of sex that meets one or more of the following: (1) a district employee~~, agent, or other authorized person~~ conditions the provision of an aid, benefit, or service on an individual~~a person~~'s participation in unwelcome sexual conduct; (2) unwelcome ~~sex based~~ conduct ~~that, based on the totality of the circumstances, is subjectively and objectively~~determined by a reasonable person to be so severe, pervasive, and objectively offensive ~~and is so severe or pervasive~~ that it ~~limits or~~ denies a person~~'s ability to participate in or benefit from~~ equal access to the District's education program or activity; or (3) *sexual assault*, *dating violence*, *domestic violence*, or *stalking* as defined in federal law. 34 C.F.R. §106.30~~2~~. See sample policy 2:265, *Title IX Grievance Procedure*, and sample exhibit 2:265-E, *Title IX Glossary of Terms*. Consult the board attorney to ensure the nondiscrimination coordinator and complaint managers are trained to appropriately respond to allegations of Title IX sexual ~~based~~ harassment. See sample procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process~~, and 2:265-AP3, Title IX Coordinator~~*.

IHRA prohibits any district employee or agent from sexually harassing a student, and defines sexual harassment as any unwelcome sexual advances or requests for sexual favors made to a student, or any conduct of a sexual nature toward a student, when: (1) such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or (2) the district employee or agent either explicitly or implicitly makes the student's submission to or rejection of such conduct as a basis for making various enumerated education-related determinations. 775 ILCS 5/5A-101(E).

School districts are liable for damage awards for an employee's sexual harassment of a student in limited situations. Liability occurs only when a district official who, at a minimum, has authority to institute corrective action, has actual notice of and is deliberately indifferent to the employee's misconduct. Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998). Schools are liable in student-to-student sexual harassment cases when school agents are deliberately indifferent to sexual harassment, of which they have actual knowledge that is so severe, pervasive, and objectively offensive that it can be said to deprive the victims of access to the educational opportunities or benefits provided by the school. Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999). The Ill. Dept. of Human Rights investigates charges of sexual harassment in violation of the IHRA, and it is a civil rights violation when a district fails to take remedial or disciplinary action against an employee the district knows engaged in sexual harassment. 775 ILCS 5/5A-102.



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whom the student is comfortable speaking.[5] ~~A student may choose to report to an employee of the student's same gender.~~

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.[6] The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.[7] ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~ [8]

| **Nondiscrimination Coordinator:** | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[5] Using "or any employee with whom the student is comfortable speaking" ensures compliance with Title IX regulations providing that "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment is deemed to have *actual knowledge* which triggers a district's duty to respond. 34 C.F.R. §106.30. By including "any employee" in this list, this policy contains an item 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.

~~[6] If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure."~~

[7] 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.

Each district must communicate its bullying policy to students and their parents/guardians. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

[8] Title IX regulations require districts to ~~designate and authorize at least one employee, referred to as the Title IX Coordinator, who is responsible for coordinating the district's compliance efforts~~identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 17~~4~~ in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.," supplement the previous sentence to state "The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~



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**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school. [9]
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager.~~[10]~~ Any employee who fails to promptly comply may be disciplined, up to and including discharge.

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

For any report or complaint alleging sexual ~~-based~~ harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the ~~Nondiscrimination~~ Title IX

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[9] In addition to notifying students of Board policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, a district must notify them of the name, office address, email address, and telephone number of district's Title IX Coordinator. 34 C.F.R. §106.8(a). 105 ILCS 5/10-20.69 requires districts to maintain and implement an *age-appropriate* policy on sexual harassment that is included in the school district's student handbook, as well as on a district's website and, if applicable, other areas where such information is posted in each school. The law does not expressly state that the age-appropriate policy is for students; however, that is the most logical interpretation. In practice, most districts maintain a student handbook for each building. Because the law only requires one policy, this policy manages the age-appropriate requirement by directing age-appropriate explanations of the policy be included in the building-level student handbook(s). Student handbooks can be developed by the building principals, but should be reviewed and approved by the superintendent and school board. The Ill. Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.

~~[10] If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager."~~



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Coordinator or designee[11] shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure,* should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited,* the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior,* should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in[12] 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[11] ~~"Nondiscrimination Coordinator or designee" is used where Title IX is potentially implicated. In contrast, if Title IX is likely not implicated then "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see next paragraph in policy text). If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, delete "Nondiscrimination" and insert "Title IX" in its place.~~

[12] Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For a map of accredited CACs, and to identify a CAC that may serve your district, see www.childrensadvocacycentersofillinois.org/about/map. For further discussion see f/ns 14-16 in sample policy 5:90, *Abused and Neglected Child Reporting*.



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Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance* Procedure, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

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

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/26A, 5/27-1, and 5/27-23.7.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill.Admin.Code §1.240 and Part 200.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).
West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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# Students

## School Admissions and Student Transfers To and From Non-District Schools [1]

Age [*Elementary or Unit Districts only*]

To be eligible for admission, a child must be five years old on or before September 1 of that school term.[2] A child entering first grade must be six years of age on or before September 1 of that school term.[3] Based upon an assessment of a child's readiness to attend school, the District may permit him or her to attend school prior to these dates.[4] A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31.[5] A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age.[6] Early

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[1] State law requires some of the subject matter contained in this sample policy to be covered by policy and controls this policy's content. Boards must adopt a policy on school admissions (105 ILCS 5/10-21.2) and restricting a student from transferring from another school while under a suspension or expulsion from that school (105 ILCS 5/10-22.6). A *registration guidance document*, updated annually, is available from the Ill. State Board of Education (ISBE) at: www.isbe.net/Documents/guidance_reg.pdf.

[2] 105 ILCS 5/10-20.12. The district may, however, establish a kindergarten for children between the ages of 4 and 6 years old. 105 ILCS 5/10-22.18. Any child between the ages of 7 and 17 (unless the child has already graduated from high school) must attend public or private school, with certain exceptions allowed for physical and mental disability, lawful employment, or other reasons as specified by statute. 105 ILCS 5/26-1. The phrase "a child between the ages of 7 and 17" is liberally construed to fully carry out the true intent and meaning of the General Assembly (5 ILCS 70/1.01), which is to ensure that students graduate from high school (105 ILCS 5/26-1). Therefore, "the ages of 7-17" means a child is 17 until his or her 18th birthday.

[3] Optional sentence.

[4] 105 ILCS 5/10-20.12.

[5] Id. Delete the first four sentences in this paragraph if the district operates a year-round school and use the following alternative:

> To be eligible for admission, a child must be at least five years old within 30 days after the commencement of that school term. Based upon an assessment of the child's readiness to attend school, the District may permit him or her to attend school prior to this date. A child may also attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool and continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will attain age six within four months after the commencement of the term.

[6] 105 ILCS 5/14-1.02 and 5/14-1.03a. An ISBE rule states: "Each school district shall be responsible for actively seeking out and identifying all children from birth through age 21 within the district (and those parentally-placed private school children for whom the district is responsible under 34 C.F.R. §300.131) who may be eligible for special education and related services." 23 Ill.Admin.Code §226.100. Note that after a child is determined to be eligible for special education services, the child must be placed in the appropriate program no later than the beginning of the next school semester. 105 ILCS 5/14-8.02~~, amended by P.A. 102-199~~.



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entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*. [7] [8]

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent. Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. A student will be enrolled without a birth certificate.[9] When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent[10] record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Superintendent or designee shall immediately notify the local law enforcement agency, and shall also notify the person enrolling the student in writing that, unless he or she complies within ten days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that ten-day period, the Superintendent or designee shall so refer the case. The Superintendent or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content. [11]

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[7] 105 ILCS 5/14A-17, Accelerated Placement Act (APA). For high school districts, delete this sentence and the cross reference to 6:135, *Accelerated Placement Program*. See sample policy 6:135, *Accelerated Placement Program*, and sample administrative procedure 6:135-AP, *Accelerated Placement Program Procedures*, for further detail.

Attorneys disagree whether the APA conflicts with 105 ILCS 5/10-20.12 (*School year – School age.)*. See f/n 4 in sample policy 6:135, *Accelerated Placement Program* for a discussion about reconciling the APA and 105 ILCS 5/10-20.12. **Consult the board attorney for guidance.**

[8] Districts should consider implementing specific and objective criteria for early admissions and address such issues as who pays the costs for assessments, etc. Using this exception defeats the age requirement rules because it only relies upon a child's readiness, regardless of his or her age.

[9] Presenting a certified copy of a student's birth certificate is a missing children's law enforcement issue **that may not be used for denying enrollment**. See **Guidance Documents** subhead in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*, for more information about enrollment and residency issues. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa, or other governmental documentation of identity. To balance the tension between the missing children's laws reporting requirements and Plyler v. Doe (457 U.S. 202 (1982)), many attorneys advise not to report a student's failure to produce a birth certificate; however always consult the board attorney for assistance based upon the specific facts of the enrollment situation (see f/n 11 below).

[10] 23 Ill.Admin.Code §375.10 states that the *student permanent record* shall include basic identifying information, including the student's name, birth date and place, and gender, and evidence required under 325 ILCS 50/5(b)(1).

[11] Two almost identical laws govern this requirement: Missing Children Records Act (325 ILCS 50/) and Missing Children Registration Law (325 ILCS 55/). We reconciled their differences as much as possible but chiefly used the language from the Registration Law because it has the clearest explanation. The statutory enforcement requirements, as nonsensical as they may seem, are quoted in the policy. **Important:** Schools cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See Plyler v. Doe. See also f/n 18 below.



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2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*. [12]

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year.[13] Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed. [14]

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment.[15] Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Foster Care Students

The Superintendent will appoint at least one employee to act as a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services (DCFS) when enrolling in or changing schools. The District's liaison ensures that DCFS' Office of

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According to the Ill. State Police, a certified copy of the student's birth certificate is the only acceptable proof of the child's identity and age. 20 Ill.Admin.Code §1290.60(a). For more discussion about acceptable proof of identity, see f/n 1 in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*. The Missing Children Records Act requires schools to make prompt copies of these certified copies. 325 ILCS 50/5(b)(1). Once made, schools need not request another certified copy with respect to that child for any other year in which the child is enrolled in that school or other entity. Id. While the Act does not mandate where the copy should be kept, it is appropriate for placement in the student's permanent record. See 23 Ill.Admin.Code §375.10 and f/n 10, above. The school person who receives the copy of the certified birth certificate should initial and date the document. That way, if there is a question or an investigation (which can happen even years after enrollment) there will not be an issue as to who received the document and the date it was processed.

A district must also *flag* a student's record on notification by the State police of the student's disappearance and report to the State police any request for a *flagged* student record. 325 ILCS 50/3, 50/5.

**12** Each school must maintain records for each student that reflect compliance with the examinations and immunizations required by 105 ILCS 5/27-8.1 and 23 Ill.Admin.Code §1.530(a). A Tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health as having a high incidence of Tuberculosis. 105 ILCS 5/27-8.1(1).

**13** 105 ILCS 5/22-70~~This paragraph is optional in the policy; it reflects the requirements of State and federal law. P.A. 99-30 repealed the Military Compact Act at 105 ILCS 5/22-65 because of the Educational Opportunity for Military Children Act (EOMCA, 105 ILCS 70/); this exact language is not contained in the recoded EOMCA~~. Districts must report this enrollment information as aggregate data to ISBE. Id.

**14** ~~Optional.~~ The Educational Opportunity for Military Children Act (105 ILCS 70/) further details enrollment and entrance requirements for children of active military personnel. 105 ILCS 70/33. After enrollment, the law allows a district to perform evaluations to ensure appropriate placement of the student. Course, program, graduation, extracurricular(s), and other placement options for this student population are further discussed in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

**15** Required by Education for Homeless Children Act (105 ILCS 45/) and the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.). See §11432(g)(3)(C)(i).



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Education and Transition Services receives all written notices and records pertaining to students in the legal custody of DCFS as required by State law. [16]

Student Transfers To and From Non-District Schools [17]

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term

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[16] Required by 105 ILCS 5/10-20.59~~, amended by P.A. 102-199~~. These liaisons must be licensed under Article 21B of the School Code. 105 ILCS 5/10-20.59~~, amended by P.A. 102-199,~~ directs how employees are prioritized for liaison appointment. Liaisons are "encouraged to build capacity and infrastructure within their school district to support students in the legal custody of the Department of Children and Family Services." Schools are required to give DCFS liaisons certain notices, records, and meeting invitations. See 105 ILCS 5/10-20.77~~, added by P.A. 102-199~~ (notice and invitation to attend parent-teacher conferences and other meetings); 105 ILCS 5/10-21.8~~, amended by P.A. 102-199~~ (copies of correspondence and reports upon request of DCFS); 105 ILCS 5/13B-60.10 (notice and invitation to attend alternative learning opportunities program conference); 105 ILCS 5/14-8.02~~, amended by P.A. 102-199~~ (notices related to special education); 105 ILCS 10/~~, amended by P.A. 102-199~~ (student records). See sample administrative procedure 7:340-AP1, *School Student Records*, for more information regarding DCFS access to the student records of children in its legal custody. The law does not specifically require that a district's DCFS liaison perform these duties; this policy assigns them to the liaison because they logically fit within the responsibilities outlined in 105 ILCS 5/10-20.59, which may include:

1. Streamlining the enrollment process for students in foster care;
2. Implementing student data tracking and monitoring mechanisms;
3. Ensuring that students in DCFS custody receive all school nutrition and meal programs available;
4. Coordinating student withdrawal from a school, record transfers, and credit recovery;
5. Becoming experts on the foster care system and State laws and policies in place that support students in DCFS custody;
6. Coordinating with child welfare partners;
7. Providing foster care-related information and training to the district;
8. Working with DCFS to help students maintain their school placement, if appropriate;
9. Reviewing student schedules to ensure students are on track to graduate;
10. Encouraging a successful transition into adulthood and post-secondary opportunities;
11. Encouraging involvement in extracurricular activities; and
12. Knowing what support is available within the district and community for students in DCFS custody.

[17] 105 ILCS 5/2-3.13a requires each transferor (original) school to keep documentation of transfers in the student's record. It also requires "notification [by the transferee (recipient) school] of the transfer on or before July 31 following the school year during which the student withdraws from the transferor school or school district or the student shall be counted in the calculation of the transferor school's or school district's annual student dropout rate." ISBE rule, 23 Ill.Admin.Code §375.75(e), is consistent with this requirement. The rule also requires the transferring school or district to maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record. Id.

Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student's last school district. 105 ILCS 10/8.1 and 70/32. See also sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

A board has two basic options for students transferring into the district who are serving a suspension or expulsion. Under option one, it may comply with the minimum requirements of 105 ILCS 5/2-3.13a by refusing to allow a student transferring from any public school to attend classes until the period of any suspension or expulsion has expired when the penalty was for: (1) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act; (2) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (3) battering a staff member of the school. Under option two, a board may require a student who was suspended or expelled for *any* reason from any public or private school in this or any other state to complete the entire term of the suspension or expulsion before being admitted to the school district. The sample policy uses the second, more simple, more comprehensive alternative.



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of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

Foreign Students [*High School or Unit Districts only*] **18**

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

A board may adopt a policy providing that if a student is suspended or expelled for any reason from any school, anywhere, the student must complete the suspension's or expulsion's entire term in an alternative school program under Article 13A (105 ILCS 5/13A, amended by P.A. 103-473) or an alternative learning opportunities program under Article 13B (105 ILCS 5/13B) before being admitted into the school district if there is no threat to the safety of students or staff in the alternative program. 105 ILCS 5/2-3.13a and 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. If a board adopts such a policy, it must allow for the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. If a board wants to provide for this alternative, it may add the following to either of the above options and add 105 ILCS 5/26A to the Legal References:

> The Superintendent is authorized to allow a student who was suspended or expelled from any public or private school to be placed in an alternative school program established under Article 13A of the School Code or an alternative learning opportunities program established under Article 13B of the School Code for the remainder of the suspension or expulsion. When determining whether to authorize such placement, the Superintendent shall consider any mitigating factors relating to the suspension or expulsion, including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

**18** Generally, a citizen of a foreign country who wishes to enter the U.S. must first obtain either: (1) a nonimmigrant visa (for temporary stay for tourism, medical treatment, business, temporary work, or study), or (2) an immigrant visa for permanent residence. Common visas presented by foreign students are:

1. J-1 nonimmigrant visas for participants in educational and cultural exchange programs designated by the U.S. Dept. of State (DOS), Exchange Visitor Program, and Designation Staff. These students are enrolled provided they otherwise qualify for admission. For information about J-1 visas and the Exchange Visitor Program, see j1visa.state.gov/programs.
2. F-1 nonimmigrant student visa. F-1 visas are not issued for attendance at an elementary or middle school (K-8). Before obtaining an F-1 student visa, the individual must submit evidence that the school district has been reimbursed for the unsubsidized per capita cost of the education. These students are enrolled provided they otherwise qualify for admission. However, attendance at U.S. public high schools cannot exceed a total of 12 months.
3. B-2 visitor nonimmigrant visas. There is disagreement over whether these students must be enrolled tuition free. Their *visitor* visa is evidence of nonresident status. Call the district's attorney for guidance.
4. The qualified school-age child of an alien who holds another type of visa, i.e., A, E, H, I, L, etc., other than a visitor visa. These students are enrolled provided they otherwise qualify for admission. Likewise, dependents of foreign nationals on long-term visas are enrolled provided they otherwise qualify for admission.
5. No immigration documentation. Plyler v. Doe. A school cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. Thus, undocumented aliens are enrolled, provided they otherwise qualify for admission.
6. Immigrant visa. These students are enrolled provided they otherwise qualify for admission.

The Student and Exchange Visitor Information System (SEVIS) is an Internet-based system that provides tracking and monitoring, with access to accurate and current information on nonimmigrant students (F and M visas) and exchange visitors (J visa), and their dependents (F-2, M-2, and J-2). ~~See §641, Illegal Immigration Reform and Immigrant Responsibility Act. Section 641~~ 8. U.S.C. §1372(c)(2), implemented by 8 C.F.R. §214.1(h), is an exception to the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) authorizing and requiring districts to report information concerning an F, J, or M nonimmigrant to the extent necessary to comply with 8. U.S.C. §1372 and 8 C.F.R. §214.3(g) to certify these students for enrollment. ~~See 8 C.F.R. §214.1(h).~~ SEVIS enables schools and program sponsors to transmit electronic information and event notifications, via the Internet, to the U.S. Dept. of Homeland Security (DHS) and DOS throughout a student's or exchange visitor's stay. SEVIS will provide system alerts, event notifications, and reports to the end-user schools and programs, as well as for DHS and DOS offices.

According to federal regulations, students who apply for F-1, M-1, F-3, J-1, or M-3 visas must pay a fee to the DHS. The regulations describe when and how the fee is to be paid, who is exempt from the fee, and the consequences for failure to pay, 8 C.F.R. Parts 103, 214, and 299.



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The District accepts foreign exchange students with a J-1 visa and who reside within the District as participants in an exchange program sponsored by organizations screened by administration. Exchange students on a J-1 visa are not required to pay tuition. [19]

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the District has temporary guardianship, and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established District rate.[20] F-1 visa student admission is limited to high schools, and attendance may not exceed 12 months.

The Board may limit the number of exchange students admitted in any given year. Exchange students must comply with District immunization requirements. Once admitted, exchange students become subject to all District policies and regulations governing students.

Re-enrollment [21] [*High School or Unit Districts only*]

Re-enrollment shall be denied to any individual 19 years of age or above who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. However, at the Superintendent's or designee's discretion and depending on program availability, the individual may be enrolled in a graduation incentives program established under 105 ILCS 5/26-16 or an alternative learning opportunities program established under 105 ILCS 5/13B-1 (see 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*). Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under policy 7:210, *Expulsion Procedures*. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED diploma. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Improvement Act or accommodation plans under the Rehabilitation Act, Section 504.

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[19] State law allows, but does not require, boards to waive nonresident tuition for these students. 105 ILCS 5/10-22.5a~~, amended by P.A. 102-126~~.

[20] Exchange students on F-1 visas must pay the full-unsubsidized public education costs before entering the U.S. 8 U.S.C. §1101(a)(15)(F); 8 U.S.C. §1184(m). Boards may not waive the fee.

[21] 105 ILCS 5/26-2(b). The requirements in this section are provided in State law, that is: (1) it is mandatory that a district deny re-enrollment as provided in this section; (2) it is permissive whether to enroll the individual in a district graduation incentives program or alternative learning opportunities program (although depending on circumstances, a student below the age of 20 may be entitled to enroll in a graduation incentives program); (3) it is mandatory to provide due process before denying re-enrollment; (4) it is mandatory to offer the individual who is denied re-enrollment counseling and to direct that person to alternative educational programs; and (5) it is mandatory that this section not apply to students eligible for special education.

105 ILCS 5/26-2(c) allows a district to deny enrollment to a student 17 years of age or older for one semester for failure to meet minimum academic or attendance standards if certain conditions are met. See sample policy 7:70, *Attendance and Truancy*.



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LEGAL REF.: 8 U.S.C. §1101 et seq., Illegal Immigrant and Immigrant Responsibility Act of 1996.
20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/26-1, 5/26-2, and 5/27-8.1.
105 ILCS 10/8.1, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
410 ILCS 315/2, Communicable Disease Prevention Act.
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.
23 Ill.Admin.Code Part 226, Special Education.
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:300 (Graduation Requirements), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:340 (Student Records)

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# Students

## Residence [1]

Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law.[2] A student's residence is the same as the person who has legal custody of the student. [3]

A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement, stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in the District, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency. [4]

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition. [5]

When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military

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[1] State or federal law controls this policy's content. For a resource, see the Ill. State Board of Education's non-regulatory guidance, *Residency & Enrollment, Immigrant Pupils, Homeless Pupils and School Fees & Waivers* at www.isbe.net/Pages/Student-Registration-and-Enrollment-Guidance.aspx.

[2] In certain cases, no tuition may be charged for nonresident children placed: (1) by the Ill. Dept. of Children and Family Services (DCFS) with a foster parent or child care facility, (2) by DCFS with a foster parent, child care facility, relative caregiver or non-custodial parent, as part of a safety plan (105 ILCS 5/10-20.12b, amended by P.A. 103-629); or (3) with a person who (i) has temporary custody of a child of a person who is on active military duty, and (ii) is responsible for making decisions for that child (105 ILCS 70/).

[3] In the case of divorced or divorcing parents, the Ill. Marriage and Dissolution of Marriage Act (IMDMA), 750 ILCS 5/, provides that "for purposes of Section 10-20.12b of the School Code only, the parent with the majority of parenting time is considered to have legal custody." See 750 ILCS 5/606.10. See also the Ill. Council of School Attorneys' *Answers to FAQs Regarding Students with Divorced or Divorcing Parents*, at: www.iasb.com/IASB/media/Documents/FAQDivorcedorDivorcingParents.pdf. The IMDMA also requires a *parenting plan* that sets forth a child's residential address for school enrollment purposes. 750 ILCS 5/602.10(f)(6). **Consult the board attorney when the residential address set forth in a parenting plan is not the address of the parent with the majority of parenting time.**

[4] 105 ILCS 5/10-20.12b. In order to establish residence, a school district may not require a parent to transfer custody/guardianship to the person with whom the child is living. Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992). See also Joel R. v. Bd. of Educ. of Manheim Sch. Dist. 83, 292 Ill.App.3d 607 (1st Dist. 1997).

[5] 105 ILCS 5/10-20.12a(a).



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service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school. [6]

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition. [7]

Residence of Students with Disabilities [8]

The residence of a child with a disability is determined in accordance with 105 ILCS 5/14-1.11, 5/14-1.11a, and 5/14-1.11b.

Requests for Nonresident Student Admission [9]

Nonresident students may attend District schools upon the approval of a request submitted by the student's parent(s)/guardian(s) for nonresident admission. The Superintendent may approve the request subject to the following: [10]

1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.
2. The student will be accepted only if there is sufficient room.
3. The student's parent(s)/guardian(s) will be charged the maximum amount of tuition as allowed by State law. [11]
4. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

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[6] 105 ILCS 5/10-20.12b(a-5).

[7] 105 ILCS 5/10-22.5a(a-5). Military personnel must provide proof that the child will be living within the district within six months after the date of initial enrollment. Proof of residency may include postmarked mail addressed to the military personnel and sent to an address located within the district, a lease agreement for occupancy of a residence located within the district, or proof of ownership of a residence located within the district.

[8] When special education services are provided, a student's resident district is determined by 105 ILCS 5/14-1.11 (when the resident district is the district in which the parent/guardian resides), 14-1.11a, amended by P.A. 103-676 (when the resident district is the district in which the student resides), and 14-1.11b (applying the provisions of 105 ILCS 5/14-1.11 and 14-1.11a to determine the resident district in all cases in which special education services and facilities are provided).

[9] Optional. A district that wants to include this subhead should specify and customize the listed criteria to match local conditions. Consult the board attorney regarding cost exceptions that may be applicable to specific student populations such as students with disabilities.

[10] 105 ILCS 5/10-20.12a(a), amended by P.A.s 103-111 and 103-780, allows boards to adopt a policy to waive nonresident tuition if the student is the child of a district employee. A *child* means a district employee's child who is a biological child, adopted child, foster child, stepchild, or a child for which the employee serves as legal guardian. Id. If a board wishes to accept requests from district employees for their nonresident children to attend school in the district on a tuition-free basis, insert the following language as its own paragraph after the numbered list:

> For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).

[11] 105 ILCS 5/10-20.12a specifies a formula for calculating the maximum amount a district can charge nonresident students.



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Admission of Nonresident Students Pursuant to an Agreement or Order [12]

Nonresident students may attend District schools pursuant to:

1. A written agreement with an adjacent school district to provide for tuition-free attendance by a student of that district, provided both the Superintendent or designee and the adjacent district determine that the student's health and safety will be served by such attendance.
2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition-free attendance by foreign exchange students and nonresident pupils of charitable institutions.
3. According to an intergovernmental agreement, including, but not limited to, an agreement for interdistrict transfer of students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A.
4. Whenever any State or federal law or a court order mandates the acceptance of a nonresident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency.[13] School Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status [14]

If the Superintendent or designee determines that a student attending school on a tuition-free basis is a nonresident of the District for whom tuition is required to be charged, he or she on behalf of the School Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of the District[15] and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, 105 ILCS 5/10-20.12b.

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[12] The agreement described in #1 is optional (105 ILCS 5/10-22.5a(a)) and districts are not required to enter into such agreements nor to alter existing transportation services due to the attendance of such nonresident students. The agreement described in #2 is optional (105 ILCS 5/10-22.5a(a)); districts should be sure it is consistent with sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.

An example of an agreement described in #3 is one to accept nonresident students; entering into such an agreement is optional. Nonresident students may include students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. Interdistrict transfer is not required by Article 26A, but including language about it in this policy is recommended in the 2024 Ensuring Success in School (ESS) Task Force Report to the Governor and the General Assembly, available here: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. For further information about the 2024 ESS Task Force, see f/n 1 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[13] Required by 105 ILCS 45/ and the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq. See §11432 (g)(3)(C)(i).

[14] Id. See sample administrative procedure 7:60-AP1, *Challenging a Student's Residence Status,* for sample procedures implementing this paragraph.

[15] 105 ILCS 5/10-20.12b.



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LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, 5/10-22.5a, 5/14-1.11, 5/14-1.11a, 5/14-1.11b, and 5/26A.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
23 Ill.Admin.Code §1.240.
Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).
Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).
Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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# Students

## Attendance and Truancy [1]

Compulsory School Attendance [2]

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age.

Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student),[3] attendance at a verified medical or therapeutic

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[1] State law requires boards to adopt a policy covering some of the topics herein and controls this policy's content. 105 ILCS 5/22-92~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~; 23 Ill.Admin Code Part 207. Any school receiving public funds must develop and annually communicate to its students and their parents/guardians an absenteeism and truancy policy. Id. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook* (MSH), at: www.ilprincipals.org/msh/.

This policy must be updated every two years and filed with the Ill. State Board of Education (ISBE) and the regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate]. 105 ILCS 5/22-92(b)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~; 23 Ill.Admin.Code §207.30(a). 105 ILCS 5/3-0.01 states that any references to *regional superintendent* include the chief administrative officer of Intermediate Service Centers established under 105 ILCS 5/2-3.62. See the **Monitoring** subhead and f/n 21, below.

[2] 105 ILCS 5/26-2 addresses enrolled students below or over set compulsory attendance ages. The law also requires any persons having custody or control of a child who is enrolled in grades kindergarten through 12 in the public school to cause the child to attend school.

105 ILCS 5/26-1~~, amended by P.A.s 102-406, 102-266, 102-321, and 102-981,~~ contains the compulsory school age exemptions. Each listed exception is specifically included in the statute, except the reference to *home school*. See sample policy 7:40, *Nonpublic School Students, Including Parochial and Home-Schooled Students*, regarding assigning students who enroll from a non-public school. See sample policy 6:150, *Home and Hospital Instruction*, regarding providing instruction to a pregnant student or other student who is medically unable to attend school.

[3] 105 ILCS 5/26-1 and 5/26-2a~~, amended by P.A.s. 102-266 and 102-321~~. A student may be absent for mental or behavioral health for up to five days without providing a medical note, and the student must be given an opportunity to make up any missed school work. *Medical note* is not defined, but the same portion of the statute discusses a student's inability to attend school due to a disability being certified by an Illinois licensed physician, chiropractic physician, advanced practice registered nurse, or physician assistant; presumably, any of these individuals could provide a *medical note*. After the second mental health day used, the student may be referred to the appropriate school support personnel. Id. See sample policy 7:250, *Student Support Services*.



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appointment (including a victim services provider),[4] observance of a religious holiday, death in the immediate family, attendance at a civic event,[5] family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee.[6] For students who are parents, expectant parents, or victims of domestic or sexual violence, valid cause for absence also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence.[7] Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe. [8]

Absenteeism and Truancy Program

The Superintendent or designee shall manage an absenteeism and truancy program in accordance with the School Code and School Board policy. The program shall include but not be limited to:

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[4] 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25.

[5] 105 ILCS 5/26-1 and 5/26-2a~~, amended by P.A. 102-981~~. Subject to ISBE guidelines, a middle or high school student shall be permitted one school day-long excused absence per school year to engage in a *civic event*, defined as "an event sponsored by a non-profit organization or governmental entity that is open to the public. *Civic event* includes, but is not limited to, an artistic or cultural performance or educational gathering that supports the mission of the sponsoring non-profit organization. Schools may require students to provide an appropriate administrator with reasonable advance notice of the intended absence and documentation of participation.

[6] 105 ILCS 5/22-92(a)(1)~~, added by P.A. 102-157 and renumbered by P.A. 102-813,~~ requires a policy with a definition of valid cause for absence in accordance with 105 ILCS 5/26-2a. These reasons are in 105 ILCS 5/26-2a except that (1) "other reason as approved by the Superintendent," and (2) absences for students to vote authorized by 10 ILCS 5/7-42 and 5/17-15 were added. An ISBE rule requires that the absenteeism and truancy policy define valid causes for absence. 23 Ill.Admin.Code §1.290.

For elementary districts, delete the following phrase from the second sentence of this paragraph: "~~voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15),~~" and delete 7:90, *Release During School Hours*, from the Cross References.

For high school and unit districts that do not wish to include the **Voting** subhead in policy 7:90, *Release During School Hours*, amend the second sentence of this paragraph as follows: "~~policy 7:90, Release During School Hours (~~the Election Code, 10 ILCS 5/7-42 and 5/17-15~~,~~)"and delete 7:90, *Release During School Hours* from the Cross References.

[7] 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Fulfillment of a parenting responsibility* includes, but is not limited to, arranging and providing child care, caring for a sick child, attending prenatal or other medical appointments for the expectant student, and attending medical appointments for a child. Id. *Circumstances resulting from domestic or sexual violence* includes, but is not limited to, experiencing domestic or sexual violence, recovering from physical or psychological injuries, seeking medical attention, seeking services from a domestic or sexual violence organization as defined in 105 ILCS 5/26A-10, seeking psychological or other counseling, participating in safety planning, temporarily or permanently relocating, seeking legal assistance or remedies, or taking any other action to increase the safety or health of the student or to protect the student from future domestic or sexual violence. Id. Before an absence of three or more consecutive days that is related to domestic or sexual violence, a district may require a student to verify his or her claim of domestic or sexual violence under 105 ILCS 5/26A-45. Id. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[8] See f/n 3. In addition, 105 ILCS 5/10-20.78~~, added by P.A. 102-471 and renumbered by P.A. 102-813,~~ requires a written policy related to absences and missed homework or classwork assignments as a result of or related to a student's pregnancy. It makes sense to apply such a policy to all students who are absent for a valid cause.



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1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified. [9]
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran. [10]
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings. [11]
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification. [12]
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in 105 ILCS 5/26-2a.
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem. [13]
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, ~~or~~and information about available community ~~agency~~ services relevant to such

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[9] Any child "necessarily and lawfully employed" may be exempted from attendance by the superintendent "on certification of the facts by and the recommendation of the school board." 105 ILCS 5/26-1. The policy's language serves to delegate this "certification of the facts" to the superintendent or designee. The following option allows a board to consider and include specific criteria in the policy:

A student may be excused, at the Superintendent's discretion, when: (1) the student has a last period study hall, (2) the parent/guardian provides written permission, (3) the student's employer provides written verification of employment, (4) the student provides evidence of a valid work permit, or (5) other reason deemed justifiable by the Superintendent.

Child Labor laws include: 29 C.F.R. Part 570 (minimum age standards, occupations, conditions, etc.); Child Labor Law of 2024, 820 ILCS 206~~205~~/, ~~amended by P.A. 102-32 and 103-201, eff. 1-1-24~~added by P.A. 103-721 ~~(child labor law)~~; 56 Ill.Admin.Code Part 250 (child labor regulations). To streamline the employment certificate process for minors, the Ill. Dept. of Labor (IDOL) has a paperless certification system for districts to provide IDOL with the name and contact information of the superintendent or designee as the *issuing officer*. The *school issuing officer* will then be granted access to electronically complete and submit either the IDOL's *Employment Certificate Form* or *Temporary Employment Certificate Form*, at: www2.illinois.gov/idol/Laws-Rules/FLS/Pages/Employment-Certificates-Minors.aspx.

[10] 105 ILCS 5/26-1. A student must notify the building principal or other administrator at least two days prior to the absence providing the date, time, and location of the military honors funeral. This requirement may be waived if the student did not receive notice at least two days in advance, but the student shall notify the administration as soon as possible of the absence.

A student whose absence is excused to sound *Taps* shall be counted in attendance for purposes of calculating the average daily attendance of students in the district. The district must allow the student reasonable time to make up school work and if school work is satisfactorily completed, the day of absence is counted as an attendance day for the student.

[11] 105 ILCS 5/26-1. Such a student must be granted five days of excused absences in any school year and, at the board's discretion, may be granted additional excused absences to visit the student's parent/guardian. The student and his/her parent/guardian are responsible for obtaining assignments from the student's teacher prior to any period of excused absence and for ensuring that such assignments are completed by the student prior to his/her return to school from the excused absence period. Id.

[12] This notification is required by 105 ILCS 5/26-3b. Delete for high school districts.

[13] 105 ILCS 5/22-92(a)(2)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~.



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students' needs.[14] See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.

8. A process for the collection and review of chronic absence data and to:
    a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
    b. Encourage the habit of daily attendance and promote success. [15]
9. Reasonable efforts to provide ongoing professional development to ~~teachers, administrators~~all school personnel, Board members, and school resource officers~~, and staff~~ on the appropriate and available supportive services for the promotion of student attendance and engagement. [16]
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered. [17]
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records. [18]

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[14] Id. at (3)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~. The School Code references to dropout prevention include: 105 ILCS 5/26-3a (regional superintendent activities and annual report); 105 ILCS 5/10-20.25a (annual report by boards); and 105 ILCS 5/1A-4(E)~~, amended by P.A. 102-894~~ (ISBE report).

[15] 105 ILCS 5/22-92(a)(4)~~, added by P.A. 102-157 and renumbered by P.A. 102-813,~~ requires the incorporation of provisions relating to chronic absenteeism in accordance with 105 ILCS 5/26-18. 105 ILCS 5/26-18 requires districts to collect and review chronic absence data and determine what systems of support and resources are needed to engage chronically absent students and their families to encourage the habit of daily attendance and promote success. 105 ILCS 5/26-18(c). The review must include an analysis of chronic absence data from each attendance center. Id. Districts are also encouraged to: (1) provide a system of support to students at risk of reaching or exceeding chronic absence levels, i.e., those available through the Illinois Multi-tiered Systems of Support Network; and (2) make resources available to families, i.e., those available through ISBE's Family Engagement Framework, to support and engage students and their families. 105 ILCS 5/26-18(d). *Chronic absence* means "absences that total 10% or more of school days of the most recent school year, including absences with and without valid cause, as defined in Section 26-2a of this Code, and out-of-school suspensions for an enrolled student." 105 ILCS 5/26-18(a). In contrast, a *chronic or habitual truant* is "a child who is subject to compulsory school attendance and who is absent without valid cause from such attendance for 5% or more of the previous 180 regular attendance days." 105 ILCS 5/26-2a.

[16] 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

[17] Use this alternative for districts in suburban Cook County: replace "Regional Office of Education" with "appropriate Intermediate Service Center."

[18] 105 ILCS 5/26-9 requires school officers and superintendents to assist truant officers. A minor who is reported by the regional superintendent as a chronic truant may be adjudicated a "truant minor in need of supervision" if the minor declines or refuses to fully participate in truancy intervention services. 705 ILCS 405/3-33.5, amended by P.A.~~s 102-456 and~~ 103-379. Truant minors in need of supervision may be required by the court to perform reasonable public service that does not interfere with school hours, school-~~-~~related activities, or work commitments of the minor or the minor's parent, guardian, or legal custodian. Id. Fees or costs may not be ordered or imposed in contempt proceedings related to the minor's adjudication as a truant minor in need of supervision. Id.



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12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student. [19]
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies. [20]

[*For high school and unit districts only*]

14. A process for a 17-year-old resident to participate in the District's various programs and resources for truants.[21] The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student. [22]

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Counties may regulate truants by ordinance and impose fines and/or community services on truants, as permitted by law, or, if the truant is under 10 years of age, on the parent or custodian. 55 ILCS 5/5-1078.2; 55 ILCS 5/5-1101.3, amended by P.A. 103-379. Municipalities may regulate truants by ordinance and impose fines and/or community services on truants, as permitted by law, or, if the truant is under 13 years of age, on the parent or custodian. 65 ILCS 5/11-5-9. Local officials or authorities that enforce, prosecute, or adjudicate municipal ordinances adopted under 65 ILCS 5/11-5-9, or that work with school districts to address truancy problems, are designated as: (a) part of the juvenile justice system, established by the Juvenile Court Act of 1987, and (b) *juvenile authorities* within the definition set forth in subsection (a)(6.5) of Section 10-6 of the Ill. School Student Records Act. 105 ILCS 10/6(a)(6.5). Id. **A superintendent should consult with the board attorney before disclosing school student records to non-district entities.** See 7:340-AP1, *School Student Records*, for a sample procedure for release of such records to juvenile authorities.

Passed in response to a ProPublica article series entitled The Price Kids Pay, at: www.propublica.org/series/the-price-kids-pay, P.A. 103-379 restricts the ability of the juvenile courts and certain county boards to assess fines, fees, assessments, and costs to minors and the minor's parents/guardians, subject to the minor's adjudication under various ordinances and statutes.

**19** 105 ILCS 5/26-12 prohibits punitive action "unless available supportive services and other school resources have been provided to the student." In addition, "a truant minor may not be expelled for nonattendance unless he or she has accrued 15 consecutive days of absences without valid cause and the student cannot be located by the school district or the school district has located the student but cannot, after exhausting all available supportive services, compel the student to return to school." Id.

**20** 105 ILCS 5/26-3a requires the district to "establish, in writing, a set of criteria for use by the local superintendent of schools in determining whether a pupil's failure to attend school is the result of extraordinary circumstances, including but not limited to economic or medical necessity or family hardship."

This statute also requires the "clerk or secretary" of the board to quarterly report to the regional superintendent and Secretary of State the identity of students who were removed from the regular attendance roll, exclusive of transferees, because they were expelled; have withdrawn; left school; withdrew due to extraordinary circumstances; have re-enrolled in school since their names were removed from the attendance rolls; were certified to be chronic or habitual truants; or were previously certified as chronic or habitual truants who have resumed regular school attendance. The statute provides that the status of a driver's license or instructional permit will be jeopardized for a student who is the subject of this notification because of non-attendance unless the non-attendance is due to extraordinary circumstances as determined by the local district. State Superintendent Koch announced in his *Weekly Message*, 8-28-07, see **Funding & Disbursements** subhead, p.2, at: www.isbe.net/Documents_Superintendent_Weekly_Message/message_082807.pdf, that ISBE is delaying implementing this statute based upon legal guidance from the U.S. Dept. of Education's Family Policy Compliance Office that its implementation would violate the federal Family Educational Rights and Privacy Act.

**21** A district must allow this participation; the length of the drop-out period and the documentation requirement contained in the next sentence are permissive. 105 ILCS 5/26-14.

**22** Optional, but provided in 105 ILCS 5/26-2(c)(3); ISBE's rule controls the appeal process, 23 Ill.Admin.Code §1.242.



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~~Monitoring~~ Updating [23]

Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

LEGAL REF.: 105 ILCS 5/22-92 and 5/26-1 through 5/26-3, 5/26-5 through 5/26-16, ~~and~~ 5/26-18, and 5/26A.
705 ILCS 405/3-33.5, Juvenile Court Act of 1987.
23 Ill.Admin.Code §§1.242 and Part 207.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340 (Student Records)

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[23] 105 ILCS 5/22-92(b)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~. Every two years this policy must be updated and, even if no updates are made, filed with ISBE and the regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate]. Id.; 23 Ill.Admin.Code §207.30. The policy must contain all requirements of 105 ILCS 5/22-92, indicate the date of adoption (by month, day, and year) and any revision dates, and be filed electronically by September 30 each review year through ISBE's Web Application Security (IWAS) system. 23 Ill.Admin.Code §§207.20(a), 207.30(a). If, after review and re-evaluation of the policy, the district determines that no updates are necessary, either a copy of board minutes clearly indicating the policy was re-evaluated and no changes were deemed necessary or a signed statement from the board president indicating the policy was re-evaluated and no changes were deemed necessary must be submitted to IWAS. 23 Ill.Admin.Code §207.30(a)(3). ISBE has stated that for districts that update the adoption date listed on a policy whenever the policy is updated, the date of adoption is sufficient to also indicate the revision date. See ISBE *Absenteeism and Truancy Policy FAQ*, at: www.isbe.net/Documents/Absenteeism-Truancy-Policy-FAQ.pdf.



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# Students

## Prevention of and Response to Bullying, Intimidation, and Harassment [1]

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

Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, association with

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[1] All districts must have a policy on bullying, monitor it, review and re-evaluate it, and file it with the Ill. State Board of Education (ISBE) every two years, no later than September 30 of the review year. 105 ILCS 5/27-23.7, amended by P.A.~~s 102-894 and~~ 103-47; 23 Ill.Admin.Code §1.295. The policy must be based on ISBE's template for a model bullying prevention policy (available at www.isbe.net/Documents/Model-Bullying-Prevention-Policy.pdf), contain all requirements of 105 ILCS 5/27-23.7, indicate the date of adoption (by month, day, and year), and be filed electronically each review year through ISBE's IWAS system. 105 ILCS 5/27-23.7(d), amended by P.A. 103-47; 23 Ill.Admin.Code §1.295(b), (c). ISBE monitors policy implementation, including by providing technical assistance upon receipt of an allegation by a parent/guardian that a school or district has not substantially complied with its bullying policy. 23 Ill.Admin.Code §1.295(e), (f). If a district fails to file its policy by the deadline or submits a deficient policy, ISBE will provide a written request for filing and provide the district with technical assistance and resources to assist it in meeting bullying policy requirements and, as appropriate, notify the district's regional office of education or intermediate service center. 105 ILCS 5/27-23.7(d)~~, amended by P.A. 102-894~~; 23 Ill.Admin.Code §1.295(g). If the district still fails to file its policy within 14 days of receipt of ISBE's written request, ISBE shall issue a letter of non-compliance (23 Ill.Admin.Code §1.295(e)(3)) and publish notice of non-compliance on its website (105 ILCS 5/27-23.7(g)(3)).

This sample policy's first paragraph allows a school board to consider its goals for preventing bullying and remedying its consequences; it may be amended.

In addition to a bullying prevention policy, all districts must have a policy on student behavior. 105 ILCS 5/10-20.14; 23 Ill.Admin.Code §1.280. Boards must, in consultation with their parent-teacher advisory committees and other community-based organizations, address aggressive behavior, including bullying, in their student behavior policy. See sample policy 7:190, *Student Behavior*, and sample exhibit 7:190-E1, *Aggressive Behavior Reporting Letter and Form.*

This policy contains an item 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. See f/n 9, below.

Additionally, 105 ILCS 5/27-23.7(f), added by P.A. 103-47, requires districts to collect non-identifiable data regarding verified allegations of bullying within the District and submit it in an annual report to ISBE by no later than August 15 of each year, beginning with the 2024-25 school year through the 2030-31 school year. ISBE rules for data submission require that data be submitted electronically on a form approved by ISBE and include: (1) a record of each verified allegation of bullying and action taken; (2) whether the instance of bullying was based on actual or perceived characteristics identified in 105 ILCS 5/27-23.7(a) and, if so, lists the relevant characteristics; and (3) a record demonstrating that the district adhered to its bullying policy. 23 Ill.Admin.Code §1.295(h). See www.isbe.net/Pages/Bullying-Prevention.aspx for ISBE's *Racism-Free Schools Law and Bullying Prevention Data Collection Guidance* (8-7-24) and *Bullying Racism Free Schools Data Collection Template*.



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a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations: [2]

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

Definitions from 105 ILCS 5/27-23.7 [3]

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

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

*Bullying* may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of

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[2] This paragraph and its subparts 1-4 are from the bullying prevention statute. 105 ILCS 5/27-23.7(a); see also 775 ILCS 5/1-103 and 23 Ill.Admin.Code §1.240. With the exception of order of protection status, the protected statuses are mandated by the bullying prevention statute. *Order of protection status* is not a basis for bullying in 105 ILCS 5/27-23.7, amended by P.A.~~s 102-894 and~~ 103-47, but it is listed here because the Ill. Human Rights Act (IHRA) prohibits harassment based on *order of protection status*. 775 ILCS 5/1-103(K-5), (Q). Including *order of protection status* in the list of protected statuses aligns with the protected statuses listed in sample policy 7:20, *Harassment of Students Prohibited*.

[3] All definitions are directly from 105 ILCS 5/27-23.7. See also resources from Cyberbullying Research Center, available at: www.cyberbullying.org/, and the U.S. School Safety Clearinghouse website at: www.SchoolSafety.gov, discussed in f/n 1, para. 3 of sample policy 4:170, *Safety*.



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another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of bullying. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

*Restorative measures* means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act. [4]

*School personnel* means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards. [5]

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below. [6]

1. The District uses the definition of *bullying* as provided in this policy. [7]
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member

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[4] 105 ILCS 5/27-23.7(b)~~, amended by P.A. 102-241~~.

[5] 105 ILCS 5/27-23.7(b)~~, amended by P.A. 102-197~~.

[6] Each numbered requirement, 1-12, corresponds with the same number in 5/27-23.7(b)(1) - (b)(12), and the requirements of 105 ILCS 5/27-23.7(b)(13) are included in numbered requirement 4. As a result, there are no reference citations in footnotes. All non-statutory requirements, plus alternatives and optional provisions, are described in footnotes.

[7] 105 ILCS 5/27-23.7(b), para. 3(1). See f/n 4, above and ISBE's *School Policies for Bullying Prevention* at: www.isbe.net/Documents/Bullying-Prev-Policy-Req.pdf.

A board may augment the School Code requirement by using this alternative:

Using the definition of *bullying* as provided in this policy, the Superintendent or designee shall emphasize to the school community that: (a) the District prohibits bullying; and (b) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior.



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with whom the student is comfortable speaking.[8] Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying.[9] Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

| **Nondiscrimination Coordinator:** [10] | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

4. Consistent with federal and State laws and rules governing student privacy rights, the parents/guardians of all students involved in an alleged incident of bullying will be notified of such, along with threats, suggestions, or instances of self-harm determined to be the result of bullying, within 24 hours after the school's administration is made aware of the student's

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[8] The statute requires that the policy contain the email address and telephone number for the staff person(s) responsible for receiving bullying reports. Using the district Nondiscrimination Coordinator and Complaint Managers is consistent with sample 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. A telephone number for making anonymous reports may also be added.

[9] 105 ILCS 5/27-23.7(d), requires that "[s]chool personnel available for help with a bully or to make a report about bullying" be made known to parents/guardians, students, and school personnel.

[10] Sample policy 2:260, *Uniform Grievance Procedure*, states that a district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, list the Title IX and Nondiscrimination Coordinators' names separately in this policy. Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~



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involvement in the incident. As appropriate, the school's administration shall also discuss the availability of social work services, counseling, school psychological services, other interventions, and restorative measures. The school shall make diligent efforts to notify a parent or legal guardian, utilizing all contact information the school has available or that can be reasonably obtained within the 24-hour period. [11]

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

    The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs. [12]
6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services. [13]
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion[14] with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying,

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[11] 105 ILCS 5/10-20.14 contains a similar requirement. See sample exhibit 7:190-E1, *Aggressive Behavior Reporting Letter and Form.*

[12] This sentence contains requirements found in 105 ILCS 5/27-23.7(d)~~, amended by P.A. 102-894~~.

[13] A grant may be available from ISBE for the promotion of a safe and healthy learning environment. 105 ILCS 5/2-3.180 and 3.181~~, added by P.A. 101-438 and renumbered by P.A. 102-558~~. A list of grant funding opportunities is available at: www.isbe.net/Pages/Grants.aspx. ISBE is also directed to create the Illinois Bullying and Cyberbullying Prevention Fund, through which a grant may be available to support anti-bullying programming. 30 ILCS 105/5.997 and 105 ILCS 5/27-23.7(i)-(j), all added by P.A. 103-47.

[14] Consult the board attorney about the potential conflict of 105 ILCS 5/27-23.7(b)(7) (allowance of suspension and/or expulsion of students for reprisal/retaliation against reports of bullying) with 105 ILCS 5/10-22.6(b-20) (districts must resolve threats, address disruptions, and minimize the length (and implementation of) suspensions and expulsions to the greatest extent practicable). See sample policies 7:200, *Suspension Procedures*, at f/n 8 and 7:210, *Expulsion Procedures*, at f/ns 11 and 13.



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or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.

9. The District's bullying prevention and response plan is based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's publicly accessible website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty. **15**
11. Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation: **16**
    a. The frequency of victimization;
    b. Student, staff, and family observations of safety at a school;
    c. Identification of areas of a school where bullying occurs;
    d. The types of bullying utilized; and
    e. Bystander intervention or participation.

    The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:
        i. An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
        ii. If no revisions are deemed necessary, a copy of ~~b~~Board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
        iii. A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

    The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.
12. The Superintendent or designee shall fully implement the Board policies, including without limitation, the following: **17**

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**15** 105 ILCS 5/27-23.7(b)(10), amended by P.A. 103-47.

**16** 105 ILCS 5/27-23.7. See the ISBE guidance document that is cited in f/n 7, above.

**17** The statute requires that the bullying policy *be consistent with* other board policies. The list of policies may be deleted and the following alternative used: "12. The District's bullying prevention plan must be consistent with other Board policies." If a policy list is included, be sure the referenced policies were adopted locally and amend the list accordingly.

The bullying statute does not identify staff member duties regarding the prevention of or response to student bullying. The following optional provision addresses staff member responsibilities and may be added as a new paragraph 13:

13. The Superintendent or designee shall fully inform staff members of the District's goal to prevent students from engaging in bullying and the measures being used to accomplish it. This includes each of the following:



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a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
b. 2:265, *Title IX Grievance Procedure*. Any person may use this policy to complain about sexual harassment ~~discrimination~~ in violation of Title IX of the Education Amendments of 1972.
c. 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. Any person may use this policy to complain about discrimination or harassment on the basis of race, color, or national origin in violation of Title VI of the Civil Rights Act of 1964 and/or the Illinois Human Rights Act.
d. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
e. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the District's educational program as required by State law.
f. 6:235, *Access to Electronic Networks*. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
g. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
h. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
i. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
j. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibit students from and provide consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members. **18**

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a. Communicating the District's expectation and State law requirement that teachers and other ~~certificated or~~ licensed employees maintain discipline.
b. Establishing the expectation that staff members: (1) intervene immediately to stop a bullying incident that they witness or immediately contact building security and/or law enforcement if the incident involves a weapon or other illegal activity, (2) report bullying, whether they witness it or not, to an administrator, and (3) inform the administration of locations on school grounds where additional supervision or monitoring may be needed to prevent bullying.
c. Where appropriate in the staff development program, providing strategies to staff members to effectively prevent bullying and intervene when it occurs.
d. Establishing a process for staff members to fulfill their obligation to report alleged acts of bullying.

**18** For elementary districts, delete: ~~and 7:315, *Restrictions on Publications; High Schools*~~ and delete the Cross Reference to 7:315, *Restrictions on Publications; High Schools*. For high school districts, delete ~~7:310, *Restrictions on Publications; Elementary Schools*, and~~ and delete the Cross Reference to 7:310, *Restrictions on Publications; Elementary Schools*. In both cases, revise the beginning of the sentence to read: "This~~ese~~ policy~~ies~~ prohibits students from and provides."



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LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7.
405 ILCS 49/, Children's Mental Health Act.
775 ILCS 5/1-103, Ill. Human Rights Act.
23 Ill.Admin.Code §§1.240, 1.280, and 1.295.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

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# Students

## Teen Dating Violence Prohibited [1]

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited.[2] For purposes of this policy, the term *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship. [3]

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that: [4]

1. Fully implements and enforces each of the following Board policies: [5]
   a. 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.
   b. 2:265, *Title IX Grievance Procedure*. This policy prohibits a District employee, agent, or student from engaging in sexual ~~discrimination, including sex-based~~ harassment~~,~~ in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
   c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing intimidating, or bullying a student

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] All school boards must have a policy on teen dating violence. 105 ILCS 110/3.10. This sample policy is designed to align with a district's already-existing procedures for reporting bullying and school violence. See f/n 7. The curriculum components for teen dating violence education, which apply to districts with students enrolled in grades 7 through 12, are listed in 6:60-AP1, *Comprehensive Health Education Program*.

[2] 105 ILCS 110/3.10(b)(1). School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus conduct is much more limited than incidents that occur on school grounds. However, school officials may generally: (1) remove a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations.

[3] 105 ILCS 110/3.10(a). For districts that wish to broaden the ages (e.g., perhaps include 11-12 year olds in a middle school setting), delete the following phrase from the first sentence: "~~who is 13 to 19 years of age~~". The law defines *dating* or *dating relationship* as an "ongoing social relationship of a romantic or intimate nature between two persons." The terms do not include "a casual relationship or ordinary fraternization between two persons in a business or social context."

[4] Required by 105 ILCS 110/3.10(b)(3).

[5] Be sure the referenced board policies, as adopted locally, contain the language paraphrased in this policy. If not, either substitute similar language from the locally adopted board policies on the same topics, or just insert the titles from relevant locally adopted policies.

The statutory content requirements for a teen dating policy include "establish[ing] procedures for the manner in which employees of a school are to respond to incidents of teen dating violence." This policy fulfills this requirement by incorporating by reference the following administrative procedure: 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*. This means that 7:180-AP1 should be considered to be part of this policy.



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based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).

d. 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 threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.

2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals: [6]
   a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence. [7]
   b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*. [8]
3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. 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*. [9]
4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. [10]
5. Notifies students and parents/guardians of this policy. [11]

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[6] 105 ILCS 110/3.10(b)(4), requires the policy to identify by job title which school officials are responsible for receiving reports related to teen dating violence.

[7] Id. at f/ns 5 and 6. Sexual violence is one listed component of teen dating violence. 105 ILCS 110/3.10(a). Sexual violence has also been found by the Ill. Gen. Assembly to be a component of bullying and school violence. 105 ILCS 5/27-23.7. Thus, identifying *any school staff member* is consistent with 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*, which uses the student-friendly reporting system outlined in 7:180-AP1, E2, *Be a Hero by Reporting Bullying*.

[8] Id. Under any reporting system, a report involving bullying and school violence that is based upon a protected status (often teen dating violence will involve conduct based upon the target's sex) must be referred to the district's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager (7:20, *Harassment of Students Prohibited*). Customize this list to reflect local conditions. These individuals may also take reports directly from students.

[9] Required by 105 ILCS 110/3.10(b)(2). The curriculum-specific components for teen dating violence education are listed in 6:60-AP1, *Comprehensive Health Education Program*.

[10] Id. For boards that add the optional paragraphs in policy 5:100, *Staff Development Program*, add the phrase "and Board policy 5:100, *Staff Development Program*."

[11] Required by 105 ILCS 110/3.10(b)(5). Boards must communicate this policy to students and their parents/guardians. This may be accomplished, in part, by (1) sending 7:185-E, *Memo to Parents/Guardians Regarding Teen Dating Violence*, and (2) amending the district's anti-bullying campaign statement(s), such as the following, in the student handbook and school website:

Bullying, teen dating violence, intimidation, and harassment are not acceptable in any form and will not be tolerated at school or any school-related activity. The School District will take disciplinary action against any student who participates in such conduct or who retaliates against someone for reporting incidents of bullying, teen dating violence, intimidation, or harassment.



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Incorporated by Reference: 7:180-AP1 (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.: 105 ILCS 110/3.10.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

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# Students

## Student Behavior [1]

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society. [2]

*When* and *Where* Conduct Rules Apply [3]

A student is subject to disciplinary action for engaging in prohibited student conduct, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

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[1] All districts must have a policy on student discipline, including school searches and bullying prevention (105 ILCS 5/10-20.14, amended by P.A. 103-896); re-engagement of students returning from an exclusionary discipline or an alternative school (105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896); and corporal punishment (105 ILCS 5/24-24). See also 23 Ill.Admin.Code §1.280. See the Cross References for policies on searches and bullying. Each district must furnish a copy of the discipline policy to parents/guardians within 15 days after the beginning of the school year, or within 15 days after starting classes for a student who transfers into the district. 105 ILCS 5/10-20.14(a), amended by P.A. 103-896. The school board must require that each school inform its pupils of the discipline policy's contents. Id.

School boards, along with the parent-teacher advisory committee, must annually review their pupil discipline policies, those policies' implementation, and any other factors related to the safety of their schools, students, and staff. Id. For more information about the parent-teacher advisory committee, see sample policy 2:150, *Committees*. The parent-teacher advisory committee, in cooperation with local law enforcement agencies, must develop, with the school board, a reciprocal reporting system. 105 ILCS 5/10-20.14(b), amended by P.A. 103-896. See sample administrative procedure 7:190-AP3, *Guidelines for Reciprocal Reporting of Criminal Offenses Committed by Students*. School districts are encouraged to create memoranda of understanding that define law enforcement's role in schools. See sample exhibit 7:190-E3, *Memorandum of Understanding*. In consultation with stakeholders, the Ill. State Board of Education (ISBE) must draft and publish guidance for development of reciprocal reporting systems by 7-1-25. Id.

Given the unique concerns facing school officials, school disciplinary codes are not required to be drafted as narrowly or with the same precision as criminal statutes. Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).

[2] The goals and objectives in this policy give the board a focus for monitoring it. This list can be deleted, replaced, or modified by the board. Data on student discipline is available at: www.isbe.net/Pages/Expulsions-Suspensions-and-Truants-by-District.aspx.

See f/n 1 in sample policy 4:170, *Safety*, for information on the U.S. School Safety Clearinghouse website at: www.schoolsafety.gov.

[3] Board policy should provide a jurisdictional statement telling students and staff the circumstances under which the district will take disciplinary action. Jurisdictional rules in board policy should generally be as broad as possible to give staff members authority to respond to unforeseen situations. Taking jurisdiction over off-campus misconduct generally survives the test of reasonableness when the misconduct has a direct nexus to the school. A countervailing interest concerns liability for off-campus student injuries, i.e., the greater the jurisdiction a district is willing to impose, the greater the scope of liability it may be assuming. Ultimately, a decision whether to discipline for off-campus misconduct requires a thorough factual inquiry to determine the degree of nexus and impact on the school. Consult the board attorney in these situations.



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1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property. [4]

Prohibited Student Conduct [5]

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes. [6]

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A U.S. Supreme Court decision and many lower court decisions address disciplining a student for off-campus misconduct. See Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180 ~~141 S.Ct. 2038~~ (2021), discussed in f/n 3 of sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*; and J.S. v. Blue Mountain Sch. Dist., 650 F.3d 915 (3rd Cir. 2011), combined with Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3d Cir. 2011), cert. denied 565 U.S. 1156 (2012)(absent evidence that parodies of school personnel caused, or could cause, substantial disruption, school districts may not punish out-of-school expressive conduct, even if it is lewd, indecent, or offensive speech).

In contrast, the 7th Circuit Court of Appeals upheld a student's expulsion for an article in an underground newspaper titled "So You Want to be a Hacker." The article's instructions for hacking into the school's computers clearly interfered with the school's operations. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998). See also Wisniewski v. Bd. of Educ. of the Weedsport Central Sch. Dist., 494 F.3d 34 (2nd Cir. 2007), cert. denied 552 U.S. 1296 (2008), (holding a student's transmission of an icon of a pistol with blood splattering and the words "Kill Mr. VanDer Molen" crossed the boundary of protected speech and posed a reasonably foreseeable risk that the icon would come to the attention of school authorities and materially and substantially disrupt the school).

Historically, schools have had more leeway in disciplining participants in athletics and extracurricular activities; however, the Mahanoy decision raises unresolved questions about the degree of leeway now afforded to school officials. See sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities* at f/n 3 for further discussion.

A judge may transfer a student to another school for committing stalking or non-consensual sexual contact against another student, or for aiding and abetting such an act; the parents/guardians are responsible for transportation and other costs associated with the transfer. Stalking No Contact Order Act and the Civil No Contact Order Act, 740 ILCS 21/80 and 22/213. A school district is seldom notified when a transfer order is requested. When notified, school officials should immediately seek the board attorney's advice concerning available options.

[4] The factual context will determine the appropriateness of taking jurisdiction. Contact the board attorney before disciplining a student for off-campus conduct. See, e.g., Doe v. Superintendent of Schs. of Stoughton, 767 N.E.2d 1054 (Mass. 2002)(suspension for off-campus commission of a felony was upheld). See f/n 3, above.

[5] Consult the board attorney for advice on deleting or modifying any of the items in this section on prohibited student conduct.

[6] 105 ILCS 5/10-20.5b prohibits use of tobacco on school property. Federal law prohibits smoking within schools by anyone. Pro-Children Act of 2004, 20 U.S.C. §7971 et seq. Districts that fail to comply risk a civil penalty of up to $1,000 per violation per day. 20 U.S.C. §7973(e)(1). See sample policy 8:30, *Visitors to and Conduct on School Property*, for more information.

The U.S. Food and Drug Administration now regulates electronic cigarettes. 21 C.F.R. Parts 1100, 1140, and 1143. An electronic or e-cigarette resembles a regular cigarette and contains a battery-operated heating element that turns a liquid into a mist for inhaling. The liquid may contain nicotine. E-cigarettes are sometimes referred to as e-cigs, vapes, e-hookahs, vape pens, and electronic nicotine delivery systems (ENDS), and they are generally involved in *vaping*. Vaping is the act of inhaling and exhaling the aerosol, often referred to as vapor that is produced by an e-cigarette or similar device. An e-cigarette resembles a cigarette and contains a battery-operated heating element that turns a liquid into a mist for inhaling. Some e-cigarettes do not look like tobacco products and are shaped like other objects, such as USB flash drives, and are more easily concealed.


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2. Using, possessing, distributing, purchasing, or selling alcoholic beverages.[7] Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
    a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*). [8]
    b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription. [9]
    c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription. [10]
    d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited

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Information and resources are available at:
www.isbe.net/Pages/School-Health-Issues.aspx
www.fda.gov/tobacco-products
www.cdc.gov/tobacco/e-cigarettes/index.html~~www.cdc.gov/tobacco/basic_information/e-cigarettes/index.htm~~
www.dph.illinois.gov/topics-services/prevention-wellness/tobacco/e-cigarettes-and-vapes
~~www.drugabuse.gov/drugs-abuse/tobacconicotine-vaping~~https://nida.nih.gov/research-topics/tobacconicotine-vaping

[7] *Alcoholic beverages* are defined in 235 ILCS 5/1-3.01 to 3.05.

[8] *Controlled substance* is defined in 720 ILCS 570/102(f); *cannabis* is defined in 720 ILCS 550/3(a) and in 410 ILCS 705/1-10. Either spelling, *marihuana* or *marijuana*, is correct; however, *marijuana* is more common. See f/n 11 for a discussion of medical cannabis and *Ashley's Law*.

[9] *Anabolic steroid* is defined in 720 ILCS 570/102(c-1).

[10] See sample policies 7:240, *Conduct Code for Participants in Extracurricular Activities*, and 7:300, *Extracurricular Athletics*.



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unless the student is authorized to be administered a medical cannabis infused product under Ashley's Law. [11]

e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.

f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form. [12]

g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy. [13]

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[11] To legally use medical cannabis, an individual must first become a *registered qualifying patient*. The use of cannabis by a *registered qualifying patient* is permitted only in accordance with the Compassionate Use of Medical Cannabis Program. 410 ILCS 130/. There are many situations in which no one, even a *registered qualifying patient*, may possess or use cannabis. This includes in a school bus or on the grounds of any preschool, or primary or secondary school unless the student meets the requirements of 105 ILCS 5/22-33, a/k/a *Ashley's Law*. 410 ILCS 130/30(a)(2) and (3). *Ashley's Law* provides that school districts "shall authorize a parent or guardian or any other individual registered with the Department of Public Health as a designated caregiver of a student who is a registered qualifying patient to administer a medical cannabis infused product to the student on the premises of the child's school or on the child's school bus if both the student (as a registered qualifying patient) and the parent or guardian or other individual (as a registered designated caregiver) have been issued registry identification cards under the Compassionate Use of Medical Cannabis Program Act." 105 ILCS 5/22-33(b). Once the product is administered, the designated caregiver must remove the product from the school premises/bus. Id. 105 ILCS 5/22-33(b-5) allows a properly trained school nurse or administrator to administer medical cannabis infused products to a student while at school, a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus. The product may not be administered in a manner that would (in the school or district's opinion) create a disruption or expose other students to the product, and schools are not required to authorize use of the product if the school or district would lose federal funding as a result. 105 ILCS 5/22-33(c). For more information, see f/ns 2~~1~~-3~~1~~ in sample policy 7:270, *Administering Medicines to Students*. Contact the board attorney for advice concerning medical cannabis, including whether a federal or State law requires the district to accommodate a student who is a *registered qualifying patient*. See Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1400 et seq.; Rehabilitation Act of 1973, Section 504, 29 U.S.C. §794; 105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b; and 23 Ill.Admin.Code Part 226.

[12] The Powdered Caffeine Control and Education Act states: "No person may sell, offer for sale, give away, or provide free samples of powdered pure caffeine to any person under age 18 located within the State or to any person under age 18 making the purchase from within the State." A limited exception to this prohibition exists for "the sale of any powdered pure caffeine product that receives explicit approval as safe and effective for its intended use under the federal Food, Drug, and Cosmetic Act or is lawfully marketed under an over-the-counter monograph issued by the United States Food and Drug Administration." 410 ILCS 647/20.

[13] *Counterfeit* and *look-alike substances* are defined in 720 ILCS 570/102(g) and (y). This provision is broader because it would apply, for example, if a student represents a powdered vitamin to be pure caffeine – pure caffeine is prohibited on campus even though it is a legal substance. Look-alike drugs should be defined; an unpublished Ill. appellate decision in 2000 found a policy prohibiting possession of *look-alikes* had vagueness problems.



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h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances. [14]

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy. [15]

5. Using or possessing an electronic paging device. [16]

6. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. ~~Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone.~~ Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered ~~-~~off or silenced and out-of-sight[17] during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP) or Section 504 plan; (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals. [18]

~~4.~~7. *Sexting*, which, for purposes of this policy, is the act of creating, sending, sharing, viewing, receiving, or possessing sexually explicit messages, images, or videos electronically, regardless of whether they are authentic or computer-generated, through the use of a computer, electronic communication device, or cellular phone. Sexting also includes creating, sending, sharing,

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[14] *Drug paraphernalia* is defined in 720 ILCS 600/2(d). Contact the board attorney for advice concerning a student who is a *registered qualifying patient*, as explained in f/n 11.

[15] This language is broader than the **Weapons** section of this policy. The **Weapons** section contains the statutorily required punishment for "a student who is determined to have brought" a weapon to school along with the statutory definition of *weapon*. 105 ILCS 5/10-22.6(d). The language in item #4 is broader because it prohibits "using, possessing, controlling, or transferring" a weapon in addition to violating the **Weapons** section. See the footnotes in the **Weapons** section for a discussion of the Firearm Concealed Carry Act's provisions.

[16] 105 ILCS 5/10-21.10.

[17] Delete "and out-of-sight" if the district wants to provide greater flexibility. A board should, in consultation with the superintendent and board attorney, carefully review its policy on the use of electronic devices to ensure it aligns with building-level practices and any student handbook provisions addressing student use of personal mobile devices, including, but not limited to, cell phones, smartwatches, and smart glasses.

[18] ~~105 ILCS 5/10-21.10 prohibits student possession of electronic paging devices, but~~ State law leaves to local boards the discretion whether to prohibit student possession of cellular phones. 105 ILCS 5/10-20.28. The misuse of camera phones can seriously invade a student's privacy. A board wanting a sweeping prohibition may use the following alternative for item #~~6~~5:

> Using or possessing a cellular telephone, ~~electronic signaling device,~~ two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal.

Operating transmitters designed to jam or block wireless communications violates the federal Communications Act of 1934. 47 U.S.C. §§301, 302a, and 333. Fines are as high as $10,000 for each violation and/or imprisonment, and the device may also be seized. 47 U.S.C. §§501-510.

Making a video recording or live video transmission of another person without their consent in a restroom, locker room, or changing room is a Class 4 felony. 720 ILCS 5/26-4. A minor who distributes or disseminates an indecent visual depiction of another minor through the use of a computer or electronic communication device may be subject to adjudication as a minor in need of supervision. 705 ILCS 405/3-40.



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viewing, receiving, or possessing *indecent visual depictions*, *non-consensual dissemination of private sexual images*, and *non-consensual dissemination of sexually explicit digitized depictions*, as defined in State law. [19]

5.8. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.

6.9. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.

7.10. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff,[20] wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.

8.11. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct. [21]

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[19] This definition of *sexting* is adapted from Merriam-Webster's definition at www.merriam-webster.com/dictionary/sexting, and it incorporates offenses under State law that address the dissemination of explicit images. A district may wish to use another definition or create its own with the board attorney. See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, for definitions of the italicized terms in this paragraph and their accompanying citations. See also sample administrative procedure 7:190-AP5, *Student Handbook - Electronic Devices*.

[20] Optional. *Generative artificial intelligence* (Gen AI) is defined in State law as "an automated computing system that, when prompted with human prompts, descriptions, or queries, can produce outputs that simulate human-produced content, including, but not limited to, the following: (1) textual outputs, such as short answers, essays, poetry, or longer compositions or answers; (2) image outputs, such as fine art, photographs, conceptual art, diagrams, and other images; (3) multimedia outputs, such as audio or video in the form of compositions, songs, or short-form or long-form audio or video; and (4) other content that would be otherwise produced by human means." 775 ILCS 5/2-101(N), added by P.A. 103-804, eff. 1-1-26. ~~a broad label used to describe any AI system that generates, with varying levels of autonomy, content such as complex text, images, audio, or video.~~ When not used for academic dishonesty purposes, ~~generative~~ Gen AI tools may present innovative learning opportunities for students and teaching opportunities for educators. For further information, see ~~the International Society for Technology in Education webpage on AI exploration for educators at: www.iste.org/areas-of-focus/AI-in-education~~sample policy 6:235, *Access to Electronic Networks*, and its f/n 17, and sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*.

[21] All districts must have a policy on bullying. 105 ILCS 5/27-23.7(d), amended by P.A. 103-47. Sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, contains the statutory definition of bullying. Districts must also have an age-appropriate policy on sexual harassment. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its f/n 9~~7~~ for further detail.

105 ILCS 5/10-20.14(d), amended by P.A. 103-896, requires boards, in consultation with their parent-teacher advisory committees and other community-based organizations, to include provisions in their student discipline policy to address aggressive behavior, including bullying. These provisions must include procedures for notifying a student's parents/guardians about his/her aggressive behavior and early intervention procedures based upon available community-based and district resources. See sample exhibit 7:190-E1, *Aggressive Behavior Reporting Letter and Form*. In consultation with stakeholders, ISBE must draft and publish guidance for evidence-based intervention procedures, including examples, by 7-1-25. Id. *Evidence-based intervention* means an intervention that has demonstrated a statistically significant effect on improving student outcomes, documented in a peer-reviewed scholarly journal. Id.

Suspending students for hazing was upheld in Gendelman v. Glenbrook North High Sch. and Northfield Twp. Sch. Dist. 225, 2003 WL 21209880 (N.D.Ill. 2003). This decision may have been legislatively overturned by amending 105 ILCS 5/10-20.14.



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~~9.~~12. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.

~~10.~~13. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*. [22]

~~11.~~14. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property. [23]

~~12.~~15. Entering school property or a school facility without proper authorization.

~~13.~~16. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.

~~14.~~17. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants. [24]

~~15.~~18. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member. [25]

~~16.~~19. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia. [26]

~~17.~~20. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.

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The failure of a school official (including any administrator, teacher, counselor, support staff, or coach) to report hazing is a Class B misdemeanor. 720 ILCS 5/12C-50.1.

A person commits a felony hate crime when, by reason of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, physical or mental disability, or national origin of another individual or group of individuals, regardless of the existence of any other motivating factor or factors, he or she commits assault, battery, aggravated assault, intimidation, stalking, cyberstalking, misdemeanor theft, criminal trespass to residence, misdemeanor criminal damage to property, criminal trespass to vehicle, criminal trespass to real property, mob action, disorderly conduct, transmission of obscene message, harassment by telephone, or harassment through electronic communications as these crimes are defined in the Criminal Code. 720 ILCS 5/12-7.1. The penalty is heightened when the offense is committed in a school or administrative facility.

720 ILCS 5/26-1(a)(3.5) and (b) make transmitting a threat of violence, death, or bodily harm directed against persons at a school, school function, or school event, whether or not school is in session, or causing such a threat to be transmitted, a Class 4 felony.

[22] All school boards must have a policy on prohibited teen dating violence. 105 ILCS 110/3.10. Verify that the board adopted the policy listed and amend its title in this policy, if necessary.

[23] 720 ILCS 5/26-1(a)(3.5) and (b) make threatening to destroy a school building or school property, whether or not school is in session, or causing such a threat to be transmitted, a Class 4 felony.

[24] 105 ILCS 5/26-2a~~, amended by P.A.s 102-266, 102-321, and 102-981~~; 5/26-9; and 5/26-12. See sample policies 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*, and 7:70, *Attendance and Truancy*.

[25] State law requires schools to suspend or expel any student who engages in this activity. 105 ILCS 5/31-3.

[26] See Kelly v. Bd. of Educ. of McHenry Cmty. High Sch. Dist. 156, 2007 WL 114300 (N.D.Ill. 2007) (upheld student's expulsion for drawing gang symbols while at school; testimony that the danger posed by gang signs and the presence of gangs at school supported the board's insistence on strict enforcement of board policy prohibiting gang related behavior and made expulsion a proper remedy).

740 ILCS 147/15 et seq. allows a school district to bring a civil suit against a gang, gang officers, or gang members for losses it suffers due to their criminal activity.



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~~18.~~21. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school. [27]

~~19.~~22. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee. [28]

~~20.~~23. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property. [29]

For purposes of this policy, the term possession includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event. [30]

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident.[31] The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student. [32]

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[27] This statement of misconduct restates 105 ILCS 5/10-22.6(d-5). The following alternative provides a shorter statement but will require the administrator to check the statute before imposing discipline based on it:

> Making an explicit threat on an Internet website against a school, employee, or any school-related personnel under circumstances described in 105 ILCS 5/10-22.6(d-5).

[28] For more information regarding unmanned aircraft systems, see www.faa.gov/uas.

[29] A catchall provision, e.g., this one, gives staff members authority to respond to unforeseen situations.

If the board adopts a mandatory uniform policy (see sample policy 7:165, *School Uniforms*), add the following item to the list as number 22: "Failing to comply with the mandatory uniform policy, but only after repeated attempts to secure compliance, such as conferences with parents/guardians, have been unsuccessful."

[30] *Possession* should be defined to avoid vagueness problems.

[31] See f/n 20~~19~~.

[32] Mandated by 105 ILCS 5/10-20.36.



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Disciplinary Measures [33]

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions.[34] School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties.[35] Potential disciplinary measures include, without limitation, any of the following: [36]

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property. [37]
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised. [38]

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[33] **IMPORTANT**: The practice of suspending or expelling a student based on the number of accumulated disciplinary infractions is illegal under 105 ILCS 5/10-22.6. This includes a system of assigning points to specific infractions and then tallying the points a student receives over a period of time to determine a disciplinary exclusion from school.

Before amendments to 105 ILCS 5/10-22.6, courts used the following factors to determine if a board abused its discretion when it expelled a student: (1) the egregiousness of the student's conduct; (2) the record of the student's past conduct; (3) the likelihood that such conduct will affect the delivery of educational services to other students; (4) the severity of the punishment; and (5) the intent of the child. Robinson v. Oak Park, 213 Ill.App.3d 77 (1st Dist. 1991); Wilson ex rel. Geiger v. Hinsdale Elementary Dist., 349 Ill.App.3d 243 (2nd Dist. 2004). ~~Whether courts will continue to use these factors is yet to be determined.~~ The amendments to 105 ILCS 5/10-22.6 called into question the validity of relying on past misconduct in suspension or expulsion decisions. At least one Ill. appellate court has held that the Robinson factors no longer apply because the legislature incorporated specific criteria for expulsion directly into 105 ILCS 5/10-22.6 when it amended the statute. A.A. v. Summit Sch. Dist. No. 104, 2024 IL App (1st) 232451. **Consult the board attorney for guidance**.

Aside from procedural due process protection, students have a constitutional substantive due process right. This right protects them from an abuse of government power which "shocks the conscience." While the scope of substantive due process is very limited, it is available to students who believe they were subject to arbitrary and excessive discipline. Generally, however, school officials need not fear being found guilty of a substantive due process violation. Federal courts are loath to second-guess school officials. See Tun v. Whitticker, 398 F.3d 899 (7th Cir. 2005) (expulsion did not amount to a substantive due process violation because it fell short of the required *shocks the conscience* standard).

[34] 105 ILCS 5/10-22.6(b-5). In addition, subsection c-5 states, "[s]chool districts must make reasonable efforts to provide ongoing professional development to all school personnel~~teachers, administrators~~, school board members, and school resource officers~~, and staff~~ on the requirements of [105 ILCS 5/10-20.14], the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments, as defined in [105 ILCS 5/3-11(b)], the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates." 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

[35] 105 ILCS 5/10-22.6(h).

[36] Most school attorneys advise against using a grade reduction as a disciplinary measure. A decision upholding such a policy is Knight v. Bd. of Educ., 38 Ill.App.3d 603 (4th Dist. 1976). A decision striking one is Smith v. Sch. City of Hobart, 811 F.Supp. 391 (N.D.Ind. 1993) (grade reduction policy requiring 9-week grades to be reduced 4% for each day of a suspension was found unconstitutional).

[37] While restitution is permitted, issuing a fine or fee as a disciplinary consequence is not permitted. 105 ILCS 5/10-22.6(i). Possible parental liability for damages under the Parental Responsibility Law (740 ILCS 115/5) is discussed in f/n 2 in sample policy 7:170, *Vandalism*.

[38] An in-school suspension program may focus on promoting non-violent conflict resolution and positive interaction with other students and school personnel, and districts may employ a school social worker or a licensed mental health professional to oversee in-school suspension programs. 105 ILCS 5/10-22.6(l). Providing programming during in-school suspensions is not required, however providing such programming will help distinguish them from exclusionary suspensions. See f/n 4 in sample policy 5:230, *Maintaining Student Discipline*, for further discussion of in-school suspension programs.



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7. After-school study or Saturday study[39] provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs.[40] The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules. [41]
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*. [42]
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*.[43] A student who has been suspended may also be restricted from being on school grounds and at school activities. [44]
12. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, *Expulsion Procedures*.[45] A student who has been expelled may also be restricted from being on school grounds and at school activities.[46]
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code. [47]

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[39] Teachers may not be required to teach on Saturdays. 105 ILCS 5/24-2.

[40] See Herndon v. Chapel Hill-Carrboro City Bd., 89 F.3d 174 (4th Cir. 1996) (upheld policy requiring students to complete community service in order to graduate).

[41] Consult the board attorney for advice concerning confiscated devices. There is no binding Ill. court decision regarding school personnel seizing and retaining a student's property. The Supreme Court of Arkansas held that a teacher and principal did not violate a student's state or federal rights when they confiscated and retained a student's cell phone for two weeks for violating school rules on cell phones. Koch v. Adams, 361 S.W.3d 817 (Ark. 2010).

[42] 105 ILCS 5/10-22.6(b) and (b-30).

[43] A suspension may be imposed in only limited situations that vary according to the suspension's length. 105 ILCS 5/10-22.6(b-15)-(b-25). This is explained in sample board policy 7:200, *Suspension Procedures*, and its footnotes.

[44] This sentence is optional. A board may make this mandatory by replacing "may also be" with "shall also be."

[45] An expulsion may be imposed in only limited situations. 105 ILCS 5/10-22.6(b-20). This is explained in sample policy 7:210, *Expulsion Procedures*, and its footnotes.

105 ILCS 5/10-22.6(d) permits expulsion for a definite period of time not to exceed two calendar years. School officials must document whether other interventions were attempted or whether it was determined that there were no other appropriate and available interventions.

[46] This sentence is optional. A board may make this mandatory by replacing "may also be" with "shall also be."

[47] 105 ILCS 5/10-22.6(a) and (b), amended by P.A. 103-896. ~~Subsection 10-22.6(b) uses the phrase "is suspended in excess of 20 school days" even though a 20-consecutive day suspension should be treated as an expulsion. Goss v. Lopez, 419 U.S. 565 (1975). An alternative program is probably available to a student who is suspended for 11 to 20 consecutive days because that student is technically expelled and, as such, qualifies under subsection (a) of Section 10-22.6. Contact the board attorney if the district wants to interpret the statute as referring to *cumulative* school days so that it can transfer a student to an alternative program upon his or her suspension in excess of 20 *cumulative* school days.~~



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14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), look-alikes, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies. [48]

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion. [49]

Corporal punishment is prohibited in all circumstances. *Corporal punishment* is defined as a discipline method in which a person deliberately inflicts pain upon a student in response to the student's unacceptable behavior or inappropriate language, with an aim to halt an offense, prevent its recurrence,

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105 ILCS 5/13A, amended by P.A. 103-473, a/k/a *Safe Schools Law*, governs the transfer of *disruptive students*, defined to include suspension- or expulsion-eligible students in grades 6-12, to an alternative school program. See sample administrative procedure 7:190-AP9, *Administrative Transfer to Regional Safe School Program*, and the ~~Ill. State Board of Education (~~ISBE~~)~~ regional safe schools program webpage at: www.isbe.net/Pages/Regional-Safe-Schools-Program.aspx. 105 ILCS 5/13B governs the transfer of students to an alternative learning opportunities program. See ISBE's alternative learning opportunities program webpage at: www.isbe.net/Pages/Special-Education-Alternative-Learning-Opportunities-Programs.aspx.

Contact the board attorney regarding the necessary due process procedures before imposing a disciplinary transfer to an alternative school. The court in Leak v. Rich Twp. High Sch. Dist. 227 (397 Ill.Dec. 90 (1st Dist. 2015)), held that placement in an alternative school is tantamount to an expulsion. Thus, according to dicta in this decision, districts must follow expulsion procedures before a student is transferred to an alternative school. Schools may still reach agreements with parents/guardians to transfer students to such schools without completing the expulsion procedures.

The alternative program may not deny the transfer on the basis of the suspension or expulsion, except in cases in which the transfer is deemed to cause a threat to the safety of students or staff in the alternative program.

**48** 105 ILCS 5/22-88~~, amended by P.A.s 102-197 and 102-558~~. See sample policy 7:150, *Agency and Police Interviews*.

**49** **Note:** Districts that receive early childhood block grant funding (authorized by 105 ILCS 5/1C-2, amended by P.A. 103-594, of the School Code) are prohibited from expelling children from their early childhood programs. 105 ILCS 5/2-3.71(a)(7), amended by P.A. 103-594 (making it inoperative on 7-1-26), and 105 ILCS 5/10-22.6(k). On and after 7-1-26, the Dept. of Early Childhood Act, 325 ILCS 3/15-30(a)(7) will prohibit expulsion of children enrolled in early childhood programs funded under 325 ILCS 3/1-10). A district may, however, transition a child to a new program if: (1) it has documented evidence that all available interventions and supports recommended by a qualified professional have been exhausted; (2) the program determines that transitioning a child is necessary for the well-being of the child or his or her peers and staff; and (3) the current and pending programs create a transition plan for the child with parent or legal guardian permission. 105 ILCS 5/2-3.71(a)(7)(C) (inoperative on 7-1-26); 325 ILCS 3/15-30(a)(7)(C) on and after 7-1-26. A district may temporarily remove a child from attendance in the group setting in the case of a serious safety threat to a child or others, or in the case of possession of a weapon as described in 105 ILCS 5/10-22.6(d), but it must then begin the process of documenting interventions and supports as outlined in the law. 105 ILCS 5/2-3.71(a)(7)(E) (inoperative on 7-1-26); 325 ILCS 3/15-30(a)(7) on and after 7-1-26. ISBE rules implementing these ~~new~~ requirements are at 23 Ill.Admin.Code §§ 235.300-235.340. For guidance on behavior support and transition plans, including links to ISBE Form 37-50A, *Early Childhood Block Grant (ECBG) Program Transition Plan*, and ISBE Form 37-50B, *Early Childhood Block Grant (ECBG) Behavior Support Plan*, see ISBE's *Frequently Asked Questions: Behavior Support and Program Transition* (March 2021) at: www.isbe.net/Documents/EC-FAQ-Behavior-Transition-Plan.pdf. **Consult the board attorney for advice to ensure compliance with ISBE rules.** Compliance with this law does not relieve a district of its obligations to also comply with the Individuals with Disabilities Education Improvement Act of 2004 when disciplining students with disabilities. For further information, see sample policy 7:230, *Misconduct by Students with Disabilities*. For districts that receive early childhood block grant funding, add the following:

Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

If this language is inserted, add 105 ILCS 5/2-3.71(a)(7) to the Legal References for this policy.



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or set an example for others.[50] It includes slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as permitted by 105 ILCS 5/10-20.33~~needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property~~. [51]

Isolated Time Out, Time Out, and Physical Restraint [52]

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in 105 ILCS 5/10-20.33, Ill. State Board of Education (ISBE) rules (23 Ill.Admin.Code §§ 1.280, 1.285), and the District's procedure(s).

Weapons [53]

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than two calendar years:

1. A *firearm*, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm

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[50] 105 ILCS 5/22-100, added by P.A. 103-806.

[51] The~~is~~ last two sentences of this paragraph paraphrase~~s~~ 105 ILCS 5/24-24, amended by P.A. 103-806.

[52] *Physical restraint* or *restraint* does not include momentary periods of physical restriction by direct person to person contact, without the aid of material or mechanical devices, that are accomplished with limited force and that are designed to prevent a student from completing an act that would result in potential physical harm to himself, herself, or another or damage to property. 105 ILCS 5/10-22.33(b). Isolated time out, time out, or physical restraint may be used by staff members **only if** their use is authorized by policy and administrative procedure. 105 ILCS 5/2-3.130 and 5/10-20.33~~, both amended by P.A. 102-339~~; 105 ILCS 5/24-24; 23 Ill.Admin.Code §§1.280(c) and 1.285. See sample administrative procedure 7:190-AP4, *Use of Isolated Time Out, Time Out, and Physical Restraint*. **The sample policy allows the use of isolated time out, time out, and physical restraint pursuant *only* to the conditions allowed in the School Code and ISBE rules.** State statute and ISBE rules contain complex restrictions on the use of isolated time out, time out, and physical restraint. 105 ILCS 5/2-3.130 and 5/10-20.33~~, both amended by P.A. 102-339~~; 105 ILCS 5/24-24; 23 Ill.Admin.Code §§1.280(c) and 1.285. According to the ISBE rule, isolated time out, time out, and physical restraints are allowed only if a board authorizes their use in a policy containing the numerous components identified in the rule. To comply with ISBE's rule, a board must also incorporate by reference the district's procedure, i.e., 7:190-AP4, *Use of Isolated Time Out, Time Out, and Physical Restraint*. By doing this, the policy includes the district's procedure. **For a board that wants to prohibit the use of isolated time out, time out, and physical restraint** (1) replace the contents of this subhead with "The district prohibits the use of isolated time out, time out, and physical restraint, as defined in 105 ILCS 5/10-20.33."; (2) amend the Legal References as follows "23 Ill.Admin.Code §§~~,~~ 1.280~~, 1.285,~~" and (3) delete "Incorporated by Reference: 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)."

[53] This section paraphrases 105 ILCS 5/10-22.6(d) and contains the statutorily required punishment for bringing a weapon to school along with the statutory definition of *weapon*. When preparing for a due process hearing, a principal needs to use the applicable State and federal law definitions of *firearm* – not just the School Code.

While subsection 105 ILCS 5/10-22.6(b-10) explicitly forbids zero tolerance policies, it provides an exception for those zero tolerance policies established by State or federal law, which includes weapons in school. Section 10-22.6(d) provides that a student who brings a weapon to school, as defined in the section, "shall be expelled for a period not less than one year," unless modified by the superintendent or board. The federal Gun-Free Schools Act (20 U.S.C. §7961 et seq.) provides for at least a one-year expulsion for students who bring firearms to school. As directed by 20 U.S.C. §7961(b)(1), 105 ILCS 5/10-22.6(d), the superintendent and the board may modify that consequence; however, the superintendent/board may decline to exercise that discretion and instead impose the maximum penalty authorized by law. Analyzing the student's circumstances on a case-by-case basis may avoid a judicial finding that an expulsion is too severe. See Washington v. Smith, 248 Ill.App.3d 534 (1st Dist. 1993).

Item #4 in the **Prohibited Student Conduct** section is broader because it prohibits "using, possessing, controlling, or transferring" a weapon in addition to violating the **Weapons** section.



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Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 2012 (720 ILCS 5/24-1).

2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any *firearm* as defined above.

The expulsion requirement under either paragraph one or two above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.[54]

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area. [55]

Re-Engagement of Returning Students [56]

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit. [57]

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member or is subject to a battery.[58] *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

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[54] Optional.

[55] The Firearm Concealed Carry Act permits a properly licensed individual to carry a concealed firearm within a vehicle into a school parking area and store it in a locked vehicle out of plain view. 430 ILCS 66/65(b). The federal Gun-Free Schools Act has a similar provision. 20 U.S.C. §7961(g). The School Code, however, contains no similar exception to the ban on firearms at schools. Contact the board attorney before permitting students to store their firearms in their vehicle's trunk while parked at school.

[56] Required by 105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896. See sample administrative procedure 7:190-AP8, *Student Re-Engagement Guidelines*. In consultation with stakeholders, ISBE must draft and publish guidance for the re-engagement of students who are suspended out-of-school, expelled, or returning from an alternative school setting by 7-1-25. Id.

[57] A goal for re-engagement is optional. Schools must permit students who were suspended, including students suspended from the school bus who do not have alternate transportation to school, to ~~make up~~makeup work for equivalent academic credit. 105 ILCS 5/10-22.6(b-30).

[58] 105 ILCS 5/10-27.1A(a), 5/10-27.1B, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling), and 5/10-21.7~~, amended by P.A. 102-894~~. *School grounds* includes the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground.



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Upon receiving a report of (1), above, the Building Principal or designee shall immediately notify local law enforcement. In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and any involved student's parent/guardian. [59]

Upon receiving a report on any of the above (1)-(3), the Superintendent or designee shall immediately notify local law enforcement. The Superintendent or designee shall also report these incidents ~~involving battery against staff members~~ to ~~the Ill. State Board of Education~~ISBE through its web-based School Incident Reporting System as they occur during the year and no later than ~~August 1~~July 31 for the preceding school year. [60]

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other ~~certificated [~~licensed~~]~~ educational employees, and any other persons (whether or not a licensed employee) providing a related service for or with respect to a student, may only use reasonable force as permitted by 105 ILCS 5/10-20.33~~needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property~~. Teachers may temporarily remove students from a classroom for disruptive behavior. [61]

The Superintendent, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school

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[59] Id. State law imposes the duty to report firearm possession only on school officials; this duty may be also imposed on volunteers and community members. Only staff members, however, are vulnerable to committing a petty offense for their failure to report, and only staff members are protected from civil or criminal liability that might arise as a result of making a report (although the liability potential for anyone making a report is remote).

The building principal must notify the student's parent/guardian only when the alleged offense is firearm possession. 105 ILCS 5/10-27.1A(b). The policy expands this notification duty to include drug-related incidents and battery of a staff member; a board disinclined to do this should amend the second sentence as follows:

> In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and, if a student is reportedly in possession of a firearm, also any involved student's parent/guardian.

[60] 105 ILCS 5/10-27.1A~~(c)~~, amended by P.A.s 103-34, 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling); 105 5/10-27.1B~~(b)~~, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling); and 105 ILCS 5/10-21.7~~, amended by P.A. 102-894. To satisfy the reporting requirement, ISBE created the School Incident Reporting System (SIRS), a web-based application on IWAS for schools to report incidents electronically~~. See f/n 6 and subhead **J. Required Notices** of sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*. Reporting on SIRS does not satisfy the requirement to report incidents to local law enforcement authorities.

[61] 105 ILCS 5/24-24, amended by P.A. 103-806, ~~and 23 Ill.Admin.Code §1.280~~ requires: (1) teachers, ~~and~~ other ~~certificated [~~licensed~~]~~ educational employees, and any other person (whether or not a licensed employee) providing a related service for or with respect to a student (except for individuals employed as paraprofessionals) to maintain discipline, and (2) the district to have a policy on discipline that provides that:

[A] teacher, other ~~certificated~~licensed employee, and any other person, whether or not a ~~certificated~~licensed employee, providing a related service for or with respect to a student may only use reasonable force as permitted under [105 ILCS 5/10-20.33]~~needed to maintain safety for the other students, school personnel or persons or for the purpose of self-defense or the defense of property~~, shall provide that a teacher may remove a student from the classroom for disruptive behavior, and shall include provisions which provide due process to students. The policy shall prohibit the use of corporal punishment, as defined in [105 ILCS 5/22-100], in all circumstances~~not include slapping, paddling or prolonged maintenance of students in physically painful positions nor shall it include the intentional infliction of bodily harm~~. 105 ILCS 5/24-24, amended by P.A. 103-806.



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bus, up to 10 consecutive school days, provided the appropriate procedures are followed.[62] The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons. [63]

Student Handbook [64]

The Superintendent, with input from the parent-teacher advisory committee,[65] shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

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

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[62] Required by 105 ILCS 5/10-22.6(b).

[63] Id.

[64] 105 ILCS 5/10-20.14(a) requires schools to provide a copy of the student discipline policy to parents/guardians within 15 days after the beginning of the school year, or within 15 days after a transfer student starts classes, but it does not specify how to provide copies. For ease of administration, this policy specifies that copies will be provided via student handbooks.

[65] The board must establish and maintain a parent-teacher advisory committee to develop guidelines on student discipline. See sample policy 2:150, *Committees.* This policy's dissemination requirements are from 105 ILCS 5/10-20.14.

A comprehensive student handbook can provide notice of the school's conduct rules, extracurricular and athletic participation requirements, and other important information. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.



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by Reference: 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.: 20 U.S.C. §7971 et seq., Pro-Children Act of 2004.
20 U.S.C. §7961 et seq., Gun Free Schools Act.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/22-100, 5/24-24, 5/26-12, 5/27-23.7, and 5/31-3.
105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
410 ILCS 647/, Powdered Caffeine Control and Education Act.
430 ILCS 66/, Firearm Concealed Carry Act.
23 Ill.Admin.Code §§ 1.280, 1.285.

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:30 (Visitors to and Conduct on School Property)

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# Students

## Suspension Procedures [1]

In-School Suspension [2]

The Superintendent or designee is authorized to maintain an in-school suspension program. The program shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

Out-of-School Suspension

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following: [3]

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).

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[1] State law requires districts to have a policy on student discipline. 105 ILCS 5/10-20.14, amended by P.A. 103-896; 23 Ill.Admin.Code §1.280. State or federal law controls this policy's content.

Boards may authorize *by policy* the superintendent, building principal, assistant building principal, or dean of students to suspend students guilty of gross disobedience or misconduct from school, including all school functions. 105 ILCS 5/10-22.6(b), amended by P.A. 103-896. See sample policy 7:190, *Student Behavior*, for such an authorization.

[2] An in-school suspension program may focus on promoting non-violent conflict resolution and positive interaction with other students and school personnel, and districts may employ a school social worker or a licensed mental health professional to oversee in-school suspension programs. 105 ILCS 5/10-22.6(l), amended by P.A. 103-896. Providing programming during in-school suspensions is not required; however, providing educational programs during in-school suspensions will help distinguish them from exclusionary suspensions. See f/n 4 in sample policy 5:230, *Maintaining Student Discipline*, for further discussion of in-school suspension programs. Contact the board attorney for advice concerning amending this section.

20 ILCS 1705/76 requires the Ill. Dept. of Public Health to create and maintain an online database and resource page on its website that contains mental health resources specifically geared toward school social workers, school counselors, parents, teachers, and school support personnel. See the database at: www.dhs.state.il.us.

[3] Suspension procedures are required by State law. 105 ILCS 5/10-22.6, amended by P.A. 103-896. The right to attend school is a property right protected by the due process clause of the U.S. Constitution. Goss v. Lopez, 419 U.S. 565 (1975). Imposing a short deprivation of this property right by suspending a student for 10 or fewer days requires only minimal due process. The student must be generally informed of the reasons for the possible suspension and be permitted to tell his/her version of the story. Making a decision to suspend before the hearing violates the basic due process requirement that the hearing be meaningful. Sieck v. Oak Park-River Forest High Sch., 807 F.Supp. 73 (N.D. Ill. 1992).



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4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall: [4]
   a. Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
   b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit; [5]
   c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
   d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
   e. Depending upon the length of the out-of-school suspension, include the following applicable information:
      i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose: [6]
         a) A threat to school safety, or
         b) A disruption to other students' learning opportunities.
      ii. For a suspension of 4 or more school days, an explanation: [7]
         a) That other appropriate and available behavioral and disciplinary interventions have been exhausted,
         b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student,[8] and
         c) That the student's continuing presence in school would either:
            i) Pose a threat to the safety of other students, staff, or members of the school community, or
            ii) Substantially disrupt, impede, or interfere with the operation of the school.

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[4] 105 ILCS 5/10-22.6, amended by P.A. 103-896.

**Consult the board attorney** (1) about the specific documentation required in this portion of the notice, and (2) to ensure that 7:200-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* and 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form* reflect the exact practices that the district will use to implement this requirement.

[5] Required by 105 ILCS 5/10-22.6(b-30).

[6] 105 ILCS 5/10-22.6(b-15) explains that "threat to school safety or a disruption to other students' learning opportunities" shall be determined by the school board or its designee on a case-by-case basis. **Consult the board attorney for specific advice regarding the application of these statutory terms in this context (see f/n 8, below).**

[7] 105 ILCS 5/10-22.6(b-20). School officials are granted the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted;" and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community, or (ii) substantially disrupt, impede, or interfere with the operation of the school." Consult the board attorney to request specific training for school officials to apply these statutory terms in this context.

[8] While school officials have discretion to determine the length of suspensions, they must resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable. 105 ILCS 5/10-22.6(b-20). **Consult the board attorney about the practical implementation of documenting other appropriate and available interventions for the student.**

Last, the law also requires school districts to make reasonable efforts to provide ongoing professional development to all school personnel, school board members, and school resource officers on the requirements of 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14, adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, *trauma-responsive learning environments* as defined in 105 ILCS 5/3-11(b), appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.



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d) Of ~~For a suspension of 4 or more school days, the information listed in section 4.3.ii., above, along with documentation by the Superintendent or designee determining~~ what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension, as determined by the Superintendent or designee. [9]

5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.

6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board.[10]

a. At the review, the student~~'s~~ and his or her parent(s)/guardian(s) may appear with a representative of their choice and at their expense, be accompanied by a support person of their choice and at their expense, disclose any factor to be considered in mitigation (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), and discuss the suspension with the Board or its hearing officer ~~and may be represented by counsel~~. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [11]

b. If the review involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [12]

c. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.[13]

d. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above. [14]

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[9] 105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896. In consultation with stakeholders, the Ill. State Board of Education (ISBE) must draft and publish guidance for the re-engagement of students who are suspended out-of-school, expelled, or returning from an alternative school setting by 7-1-25. Id.

[10] A board may hear student disciplinary cases in a meeting closed to the public. 5 ILCS 120/2(c)(9).

[11] 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. A representative chosen by the parent/guardian (or by the student, if emancipated) must be permitted to represent the student "throughout the proceedings and to address the school board or its appointed hearing officer." A support person chosen by the parent/guardian (or by the student, if emancipated) must also be permitted to accompany the student to any expulsion hearing or proceeding. Id. For the definition of *support person*, see sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence.*

[12] 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[13] 105 ILCS 5/10-22.6(c)~~, amended by P.A. 102-539~~.

[14] 105 ILCS 5/10-22.6(b)~~, amended by P.A. 103-896~~.



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LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.
23 Ill.Admin.Code §1.280.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

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# Students

## Expulsion Procedures [1]

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following: [2]

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, return receipt requested. [3] The request shall: [4]
   a. Include the time, date, and place for the hearing.
   b. Briefly describe what will happen during the hearing.
   c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
   d. Inform the student and parent(s)/guardian(s) that a representative of their choice and at their expense is permitted to represent the student throughout the proceedings and to address the Board or its hearing officer.
   ~~c.~~e. Inform the student and parent(s)/guardian(s) that a support person of their choice and at their expense is permitted to accompany the student throughout the proceedings.
   ~~d.~~f. List the student's prior suspension(s).
   ~~e.~~g. State that the School Code allows the School Board to expel a student for a definite period of time not to exceed ~~2~~two calendar years, as determined on a case-by-case basis.
   ~~f.~~h. Ask that the student or parent(s)/guardian(s) ~~or attorney~~ inform the Superintendent or Board Attorney if the student will ~~be represented by an attorney~~appear with a representative and/or support person and, if so, provide the ~~attorney's~~ name(s) and contact information for the representative and/or support person.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law requires districts to have a policy on student discipline. 105 ILCS 5/10-20.14, amended by P.A. 103-896; 23 Ill.Admin.Code §1.280. State or federal law controls this policy's content. The discipline of special education students must comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's Special Education rules. See sample policy 7:230, *Misconduct by Students with Disabilities*.

[2] Expulsion procedures are required by State law. 105 ILCS 5/10-22.6(a), amended by P.A. 103-896. The right to attend school is a property right protected by the due process clause of the U.S. Constitution. Goss v. Lopez, 419 U.S. 565 (1975). Thus, an expulsion of more than 10 days requires due process including, but not limited to, notice of the charges, an opportunity to hear the evidence in support of the charges, an opportunity to refute them, and a decision by an impartial decision maker based on the evidence presented. The adequacy of an expulsion hearing is frequently challenged; the board attorney should be consulted as every due process analysis will be highly fact-specific. See f/ns 9 and 12, *infra*.

[3] 105 ILCS 5/10-22.6(a), amended by P.A. 103-896. Whenever the term "registered mail" is used in the School Code, it shall be deemed to authorize the use of either registered mail or certified mail, return receipt requested. 105 ILCS 5/1-3.5.

[4] Id. Items a and b address due process, which includes the right to receive a notice with enough detail and with enough time to prepare a defense. Item c details the requirements pertaining to expulsions throughout 105 ILCS 5/10-22.6. Items d and e are required by 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. See f/n 7, below. Items ~~d~~f through ~~f~~h are optional best practice inclusions. **Consult the board attorney about the specific documentation required in this portion of the notice to ensure the district's practice matches the policy language.**



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2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it.[5] If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate.

~~2.~~3. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board. [6]

4. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged.

a. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student.

b. The student and his or her parent(s)/guardian(s) may ~~be represented by counsel~~appear with a representative, be accompanied by a support person, disclose any factor to be considered in mitigation (including his or her status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [7]

c. If the expulsion hearing involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [8]

~~3.~~5. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.

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[5] A board may hear student disciplinary cases in a meeting closed to the public. 5 ILCS 120/2(c)(9).

[6] 105 ILCS 5/10-22.6(c)~~, amended by P.A. 102-539~~.

[7] 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. For the definition of *support person*, see sample administrative procedure 7:255-AP1, *Supporting Students who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence.*

A student's opportunity to offer evidence, present witnesses, cross-examine witnesses, and otherwise present reasons why the student should not be expelled generally outweighs a district's interest in not providing the student these opportunities. See, Camlin v. Beecher Comm. Sch. Dist., 339 Ill.App.3d 1013 (3rd Dist. 2003) and Colquitt v. Rich Tsp H. S. Dist., 298 Ill.App.3d 856 (1st Dist. 1998). Determining whether denying these opportunities would violate a student's right to due process requires a careful analysis of the facts and federal case law. See Brown v. Plainfield Dist., 500 F. Supp.2d 996 (N.D. Il. 2007) and Coronado v. Valleyview Sch. Dist., 537 F.3d 791 (7th Cir. 2008).

[8] 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.



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4.6. If the Board acts to expel the student, its written expulsion decision shall: [9]

a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school. [10]

b. Provide a rationale for the specific duration of the recommended expulsion. [11]

c. Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student. [12]

d. Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school. [13]

e. Upon expulsion, the District may refer the student to appropriate and available support services. [14]

LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities)

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[9] **Consult the board attorney to request specific training for school officials to apply these statutory terms in the context of expulsions**. See sample exhibit 7:210-E1, *Notice of Expulsion Hearing*. The law gives school officials discretion while also requiring them to resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable. 105 ILCS 5/10-22.6(b-20). Yet, the law also requires school districts to make reasonable efforts to provide ongoing professional development to ~~teachers, administrators~~all school personnel, school board members, and school resources offices~~, and staff~~ on the requirements of 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14, adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments as defined in 105 ILCS 5/3-11(b), and developmentally appropriate disciplinary methods that promote positive and healthy school climates. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

[10] 105 ILCS 5/10-22.6(a), amended by P.A. 103-896.

[11] Id.

[12] 105 ILCS 5/10-22.6(b-20) requires and grants school officials the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted," and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school."

[13] Id.

[14] 105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896. **Consult the board attorney about transfers to an alternative program pursuant to Article 13A of the School Code.** See Leak v. Bd. of Educ. of Rich Twp. High Sch. Dist. 227, 2015 IL App (1st) 143202, requiring *obiter dictum* that before school officials transfer students to alternative schools for extended periods of time, they must provide students with a meaningful opportunity to be heard.



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# Students

## Student Support Services [1]

The District provides a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services when enrolling in or changing schools. [2]

The following student support services may be provided by the School District: [3]

1. Health services supervised by a qualified school nurse.[4] The Superintendent or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.

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[1] State or federal law controls this policy's content. The Children's Mental Health Act requires all districts to have a policy for incorporating social and emotional development into its educational program. 405 ILCS 49/15(b). The policy must address two areas: (1) teaching and assessing social and emotional skills; and (2) protocols for responding to children with social, emotional, or mental health problems, or a combination of such problems, that impact learning ability. Id. Sample policy 6:65, *Student Social and Emotional Development*, addresses the first required area and this sample policy addresses the second required area.

[2] Required by 105 ILCS 5/10-20.59~~, amended by P.A. 102-199~~. See f/n 16 in sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, for liaison responsibilities and requirements.

[3] All districts are required to conduct a comprehensive needs assessment to determine the scope of student personnel services needs in the areas of: (1) guidance and counseling needs; (2) psychological needs; (3) social work needs; and (4) health needs. 23 Ill.Admin.Code §1.420(q). Endorsement requirements for various types of school support personnel are referenced in f/ns 3 through 6 below, and further information is available at: www.isbe.net/Pages/PEL-School-Support-Ed-Lic.aspx. Until 6-20-26, an individual who fails to meet the necessary qualifications for a specific school support personnel endorsement, but holds another professional license or certification approved by ISBE, may seek short-term approval for assignment to a position in situations where an unforeseen vacancy occurs. 23 Ill.Admin.Code §25.48. Short-term approvals are valid for three full fiscal years. 23 Ill.Admin.Code §25.432.

105 ILCS 5/2-3.147, added by P.A. 95-558 and repealed by P.A. 99-30, created the Ensuring Success in School Task Force. 105 ILCS 5/26A-15, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, and scheduled to be repealed on 12-1-25, created a subsequent Ensuring Success in School Task Force. See f/n ~~3~~1 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*~~6:65, Student Social and Emotional Development~~, for further information.

[4] School districts may employ non-professional-educator-licensed *registered professional nurse*s to perform professional nursing services. 105 ILCS 5/10-22.23~~, amended by P.A. 102-894~~; 23 Ill.Admin.Code §1.760(c). A *registered professional nurse* means any nurse who is licensed to practice professional nursing in Illinois under the Nurse Practice Act (225 ILCS 65/) and whose license is active and in good standing with the Ill. Dept. of Financial and Professional Regulation. 23 Ill.Admin.Code §1.760(b).

A *school nurse* means any registered professional nurse who also holds a professional educator license endorsed for school support services in school nursing, or any registered professional nurse who does not hold the professional educator license but was employed in the school district of current employment before 7-1-76. 23 Ill.Admin.Code §1.760(c).

105 ILCS 5/10-22.23 provides that any nurse first employed on or after 7-1-76, whose duties require teaching or the exercise of instructional judgment or educational evaluation of students, must be licensed under 105 ILCS 5/21B-25.

A school nurse may hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(c), 23.120, 25.245.

Health services may also be available through school based/linked health centers implemented by the Ill. Dept. of Public Health. 105 ILCS 129/; 77. Ill.Admin.Code Part 641. For further information, see: https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/school-health#resources.



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2. Educational and psychological testing services and the services of a school psychologist[5] as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker.[6] A student's parent/guardian must consent to regular or continuing services from a social worker.
4. ~~Guidance and s~~School counseling[7] services. The Superintendent or designee shall annually inform all school personnel and students 12 years of age and older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. [8]

The Superintendent or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability.[9] The District, however, assumes no liability for preventing, identifying, or treating such needs.

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[5] A *school psychologist* means a psychologist who holds a Professional Educator License with a school psychologist endorsement per 105 ILCS 5/21B-25 and either: (1) has graduated with a master's degree or higher degree in psychology or educational psychology from an institution of higher education that maintains equipment, courses of study, and standards of scholarship approved by the Ill. State Board of Education (ISBE), has had at least one school year of full-time supervised experience in the delivery of school psychological service approved by the State Superintendent of Education, and has such additional qualifications as may be required by ISBE; or (2) holds a valid Nationally Certified School Psychologist credential. 105 ILCS 5/14-1.09. School psychologists hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(a), 23.130, 25.235. The scope of school psychological services is described in 105 ILCS 5/14-1.09.1~~, amended by P.A. 102-894~~.

[6] A *school social worker* means a social worker who has graduated from an accredited graduate school of social work and has such additional qualifications as may be required by ISBE and who holds a Professional Educator License with a school support personnel endorsement for school social work per 105 ILCS 5/21B-25. 105 ILCS 5/14-1.09a. See 105 ILCS 5/10-22.24a~~, amended by P.A. 102-894,~~ and 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(a), 23.140, 25.215. School social workers may not provide services outside of their district employment to any student(s) attending school in the district. 105 ILCS 5/14-1.09a.

*School marriage and family therapists* are another type of school support personnel; they hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§23.150, 25.260. The scope of school social worker services is described in 105 ILCS 5/14-1.09.2~~, amended by P.A. 102-894~~.

[7] *School counselors* hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 105 ILCS 5/10-22.24a; 23 Ill.Admin.Code §§1.760(a), 23.110, 25.225. *School ~~guidance~~ counselors* refers to district employees that work in high schools to offer students advice and assistance in making career or college plans~~; no specific school support personnel endorsement exists for school guidance counselors~~. 105 ILCS 5/22-93, amended by P.A. 103-1020~~added by P.A. 102-327 and renumbered by P.A. 102-813~~. School counseling services may include, but are not limited to, the numerous services detailed in 105 ILCS 5/10-22.24b, amended by P.A.s 103-542 and 103-780.

In contrast, *professional counselors* and professional counseling practice in Illinois are governed by the Professional Counselor and Clinical Professional Counselor Licensing and Practice Act and its implementing regulations. 225 ILCS 107/; 68 Ill.Admin.Code Part 1375. The Mental Health and Developmental Disabilities Code, 405 ILCS 5/, provides that minors 12 years of age or older may request and receive up to eight 90-minute sessions (previously five 45-minute sessions) of professional counseling services or psychotherapy (provided by a clinical psychologist) without the consent of the minor's parent, guardian, or person in loco parentis. 405 ILCS 5/3-550. Most school districts do not regularly provide *professional* counseling or *clinical* psychological services to students. Instead, most districts provide *school counseling* or *school psychological* services to students, and Illinois law does not specify any limits on the number of school counseling or school psychological sessions which a minor may have before obtaining parent/guardian permission. If your district seeks to regularly provide *professional counseling* or *clinical psychological* services to students, consult with your board attorney about potential changes to board policies and administrative procedures, as well as collective bargaining issues.

[8] 105 ILCS 5/26A-40(h), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[9] Required by ~~the Children's Mental Health Act,~~ 405 ILCS 49/15(b).



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*Erin's Law* Counseling Options, Assistance, and Intervention [10]

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

Article 26A Domestic or Sexual Violence and Parenting Resource Personnel [11]

The Superintendent or designee will ensure that at least one staff member in each school building is designated as a resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence and offers those services required by 105 ILCS 5/26A. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. The Article 26A Resource Person may be a member of the building's Student Support Committee.

The Superintendent shall ensure that ~~T~~this policy ~~shall be~~is implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq., and that it is respectful of student privacy, including that student records are maintained and their confidentiality protected in accordance with Board policy and District procedures. [12]

LEGAL REF.: 105 ILCS 5/10-23.13(b), 5/10-20.59, ~~and~~ 5/21B-25(G), and 5/26A.
405 ILCS 5/, Mental Health and Developmental Disabilities Code.
405 ILCS 49/, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

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[10] Required by *Erin's Law,* 105 ILCS 5/10-23.13(b)(2), (3), and (5)~~, amended by P.A. 102-610~~. See sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*, for more information on Children's Advocacy Centers.

[11] Required by 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[12] This policy text is based on recommendations of the second ESS Task Force. See pp. 13-14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.



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# Students

## Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

Domestic and sexual violence affect a student's ability to learn. Students who are parents or expectant parents have unique needs. Providing support services that enable students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to succeed in school are important District goals and required by 105 ILCS 5/26A (Article 26A).

The Superintendent or designee shall develop and implement a program for supporting Article 26A Students that:

1. Distributes this policy and procedures for requesting supportive services or filing a complaint to all students at the beginning of each school year. [2]
2. Ensures at least one staff member in each school building is designated as a resource person for Article 26A Students (Article 26A Resource Person) and receives training in accordance with 105 ILCS 5/26A-35. [3]
3. Notifies all District employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person. [4]
4. Ensures any employees whose duties include the resolution of Article 26A complaints receive training in accordance with 105 ILCS 5/26A-25(b)(1). [5]

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[1] State law requires this subject matter be covered by policy. 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. An *expectant parent* is a student who (i) is pregnant and (ii) has not yet received a diploma for completion of a secondary education as defined in 105 ILCS 5/22-22. Id. at 5/26A-10.

105 ILCS 5/2-3.147, added by P.A. 95-558 and repealed by P.A. 99-30, created the first Ensuring Success in School (ESS) Task Force. Supervised by the Ill. State Board of Education (ISBE), it developed policies, procedures, and protocols for school boards to adopt to address the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence; the goal was to encourage these students to stay in school, stay safe while in school, and successfully complete their education. The June 2010 report of the first ESS Task Force is available here: www.isbe.net/Documents/ess-task-force-final-report0610.pdf. 105 ILCS 5/26A-15, added by P.A. 102-466 (a/k/a *ESS Law)* and scheduled to be repealed on 12-1-25, created a second ESS Task Force supervised by ISBE, also focused on the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence. The second ESS Task Force was to: (1) draft and publish model policies and intergovernmental agreements for inter-district transfers, (2) draft and publish model complaint resolution procedures, and (3) identify current mandatory and new staff trainings needed. The June 2024 report of the second ESS Task Force is available here: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[2] 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[3] See f/n 25 in sample policy 5:100, *Staff Development Program*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, for further information about training requirements.

[4] 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Agents* is not defined and who is considered an agent for the district is fact-specific; consult the board attorney for guidance.

[5] See f/n 3, above.



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5. Requires verification of a student's claim of Article 26A status relating to domestic or sexual violence in accordance with 105 ILCS 5/26A-45. [6]
6. Provides Article 26A Students with in-school support services, information about non-school-based support services, and the ability to make up work missed due to circumstances related to the student's Article 26A status in accordance with 105 ILCS 5/26A-40. [7]
7. Ensures the prompt and equitable resolution of all Article 26A complaints through a complaint resolution procedure that fully complies with 105 ILCS 5/26A-25. [8]
8. Ensures that all information concerning an Article 26A Student's status and related experiences, or information concerning a student who is a named perpetrator of domestic or sexual violence, provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A is retained in a confidential temporary file in accordance with 105 ILCS 10/2(f).[9] Confidentiality procedures will: [10]
    a. Provide that such information may not be disclosed to any other individual outside of the District, including any other employee, except if such disclosure is: (1) permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or (2) requested or consented to, in writing, by the Article 26A Student or their parent/guardian if it is safe to obtain written consent from the parent/guardian; and
    b. Comply with the requirements of 105 ILCS 5/26A-30.

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[6] 105 ILCS 5/26A-45, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See detailed verification requirements and restrictions in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[7] 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Providing accommodations to ensure equal educational opportunities for students who are parents and expectant parents is also required by federal regulations implementing Title IX of the Education Amendments of 1972 (Title IX) (20 U.S.C. §1681 et seq.) and ISBE sex equity regulations. 34 C.F.R. §106.40 and 49 C.F.R. §25.445; 23 Ill.Admin.Code §200.50. See sample policy 7:10, *Equal Educational Opportunities*, and sample administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*. Reasonable accommodations for breastfeeding students are also required by 105 ILCS 5/10-20.60.

[8] 105 ILCS 5/26A-25 and 5/26A-20(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, list the basic requirements for a complaint resolution procedure. Live hearings are not required but may be offered as part of the complaint resolution procedure. **Consult the board attorney if the board wants the district to use a live hearing in its complaint resolution procedure.** For an Article 26A complaint resolution procedure, see sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. See also sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[9] 105 ILCS 5/26A-45(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The ESS Law amended the definition of *student temporary record* in the Ill. School Student Records Act (ISSRA) (105 ILCS 10/) to include information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[10] Required by 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The policy text is based on recommendations of the second ESS Task Force. See p. 14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. The phrase "including any other employee" comes directly from 105 ILCS 5/26A-30(a) and is confusing because it is unclear whose employee is being referenced. ISSRA permits student records to be disclosed to any district employees with a "current demonstrable educational or administrative interest" in a student if disclosure is "in furtherance of such interest." 105 ILCS 10/6(a)(2). **Consult the board attorney for guidance**.



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9. Ensures that in the event an Article 26A Student or their parent/guardian reports an incident of alleged domestic or sexual violence, the District's procedures comply with 105 ILCS 5/26A-20(c). [11]
10. Complies with State and federal law and aligns with Board policies. [12]

Requesting Support Services

An Article 26A Student and/or their parent/guardian may request support services under this policy by contacting the building-level Article 26A Resource Person, whose name and contact information will be annually distributed to employees, students, and parents/guardians by each Building Principal.

Filing a Complaint

An Article 26A Student and/or their parent/guardian may file a complaint under this policy with the Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking.[13]

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. [14]

| **Nondiscrimination Coordinator:** | **Title IX Coordinator:** |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[11] 105 ILCS 5/26A-20(c)(1)-(6), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, states elements that must be in a district's "policy on the procedures" that a student or their parent/guardian may follow if he or she chooses to report an incident of alleged domestic or sexual violence. Having a "policy on the procedures" is a misnomer because the board does not adopt procedures but rather, through policy, directs the superintendent to establish procedures to implement policy. Only the required element at 105 ILCS 5/26A-20(c)(6), to establish a complaint resolution procedure, appears in this policy's text because the remaining elements are not board work and therefore inappropriate to include in board policy. Instead, required elements from 105 ILCS 5/26A-20(c)(1)-(5) appear in sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence.*

[12] See sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, for a list of board policies implicated by the ESS Law and that may interact with this policy.

[13] By including "any employee" in this list, this policy contains an item 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.

[14] 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.



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**Complaint Managers:**

| | |
|---|---|
| Name | Name |
| Address | Address |
| Email | Email |
| Telephone | Telephone |

Complaint Resolution Procedure

When a complaint is filed, the Nondiscrimination Coordinator and/or Complaint Manager or designee shall process and review it according to administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Enforcement

Any District employee who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc.

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

Policy Review [15]

At least once every two years, pursuant to 105 ILCS 5/26A-20 and Board policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy and to any other policies that may act as a barrier to their immediate enrollment and re-enrollment, attendance, graduation, and success in school of any student who is a parent, expectant parent, or victim of domestic or sexual violence. The Superintendent or designee shall assist the Board with its review and any updates.

Retaliation Prohibited [16]

Retaliation against an Article 26A Student or their parent/guardian for exercising or attempting to exercise their rights under Article 26A is prohibited. Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

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[15] 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. This provision also requires districts to review and revise any procedures that act as a barrier to Article 26A Students. Since procedure review and revision is administrator work and not board work, this requirement is addressed in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[16] 105 ILCS 5/26A-50, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.



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

LEGAL REF.: 105 ILCS 5/26A.
105 ILCS 10/, Ill. School Student Records Act.
405 ILCS 5/, Mental Health and Developmental Disabilities Code.
405 ILCS 49/, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:250 (Student Support Services), 7:340 (Student Records)

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# Students

## Administering Medicines to Students [1]

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

No School District employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *School Medication Authorization Form (SMA Form)* is submitted by the student's parent/guardian.

No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

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

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students. [2]

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has

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[1] All boards must have a policy for administering medication. 105 ILCS 5/10-20.14b. State law prohibits school boards from requiring that teachers and other non-administrative school employees administer medication to students; exceptions are certificated school nurses and non-certificated registered professional nurses. 105 ILCS 5/10-22.21b. For a sample medication authorization form, see sample exhibit 7:270-E1, *School Medication Authorization Form*.

Separate from this policy, boards must also adopt a policy that addresses the prevention of anaphylaxis and a district's response to medical emergencies resulting from anaphylaxis. See sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and its accompanying administrative procedure, 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, for more information. Due to the structure of the School Code and the IASB Policy Reference Manual, sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, does not address the administration of epinephrine and instead refers to this policy 7:270, *Administering Medicine to Students*.

[2] Each district must inform students, e.g., through homeroom discussion or loudspeaker announcement, about, and distribute to their parents/guardians, the district's policy, guidelines, and forms on administering medicines within 15 days after the beginning of each school year, or within 15 days after starting classes for a student who transfers into the district. 105 ILCS 5/10-20.14b. A comprehensive student handbook can provide notice to parents and students of the school's rules, extracurricular and athletic participation requirements, and other important information. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.



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completed and signed an *SMA Form*.[3] The Superintendent or designee will ensure an Emergency Action Plan is developed for each self-administering student. [4]

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*.[5] A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act. A student may also possess the supplies and equipment necessary to monitor and treat diabetes in accordance with the student's diabetes care plan and/or the supplies, equipment, and medication necessary to treat epilepsy in accordance with the student's seizure action plan. [6]

**Commented [DJ1]:** Subscriber note: This is not a new requirement, but it is added to make clear in policy that self-carry may also be authorized for diabetes/seizure management.

The District shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan.[7] A student's parent/guardian must indemnify and hold harmless the District and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan. [8]

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[3] 105 ILCS 5/22-30~~, amended by P.A. 102-413,~~ requires school districts to allow students to *self-administer* their prescribed asthma medication and an epinephrine injector as described. *Self-carry* means a student's ability to carry his or her prescribed asthma medication or epinephrine injector. *Self-administer* and *self-administration* mean that a student may use these two medications at his or her discretion: (1) while in school; (2) while at a school sponsored activity; (3) while under the supervision of school personnel; or (4) before or after normal school activities, such as while in before-school or after-school care on school-operated property.

[4] 105 ILCS 5/10-22.21b(d). The plan must address actions to be taken if the student is unable to self-administer medication and the situations in which the school must call 911. Id. For plan guidance, see sample administrative procedure 7:270-AP1, *Dispensing Medication*.

[5] 105 ILCS 5/10-22.21b(c), amended by P.A. 103-175. A student with an asthma action plan, an Individual Health Care Action Plan, an allergy emergency action plan, a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or a plan pursuant to the federal Individuals with Disabilities Education Act may self-administer medication if the student's parent/guardian provides the school with: (1) written permission for the student's self-administration of medication, (2) written authorization from the student's physician, physician assistant, or advanced practice registered nurse for the student to self-administer the medication, and (3) the prescription label containing the name of the medication, the prescribed dosage, and the time(s) or circumstances under which the medication is to be administered. Id. This does not allow a student to self-carry unless otherwise permitted. Contact the board attorney for further guidance.

[6] 105 ILCS 145/30; 105 ILCS 150/30.

[7] 105 ILCS 5/22-30~~, amended by P.A. 102-413~~ (asthma medication and epinephrine injectors) and 105 ILCS 5/10-22.21b (medications required by a plan listed in 105 ILCS 5/10-22.21b(c)). 105 ILCS 5/22-30(c) requires this information to be in a notification to parents/guardians. 105 ILCS 5/10-22.21b does not specifically require this information to be in a notification to parents/guardians. However, 105 ILCS 5/10-22.21b requires parents/guardians to sign a statement that includes the district's protections from liability under 105 ILCS 5/10-22.21b; the signed acknowledgment (see f/n 7) is the notice. This policy includes the liability protection information under 105 ILCS 5/10-22.21b to also inform the community.

The storage of medication is not addressed in the applicable statutes and may not be covered as part of the district's protections from liability and hold harmless provisions. Contact the board attorney and the board's liability insurance carrier for further discussion about the district's liability and coverage in this area.

[8] 105 ILCS 5/22-30(c) and 105 ILCS 5/10-22.21b(e). Both statutes require parents/guardians to sign a statement: (1) acknowledging the statement from f/n 6 above; and (2) that they must indemnify and hold harmless the school district and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the self-administration of medication by the student. There are several methods to obtain a parent/guardian's signature for this purpose, e.g., receipt of handbook signature, or see sample exhibit 7:270-E1, *School Medication Authorization Form*. Discuss with the board attorney the method that works best for the district.



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School District Supply of Undesignated Asthma Medication [9]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of the District and provide or administer them as necessary according to State law. *Undesignated asthma medication* means an asthma medication prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law,[10] may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having *respiratory distress*. Respiratory distress may be characterized as *mild-to-moderate* or *severe*.[11] Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. [12]

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[9] Optional. A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30~~, amended by P.A. 102-413~~. The law permits a district to maintain a supply of undesignated asthma medication in any secure location that is accessible before, during, and after school where a person is most at risk, including, but not limited to a classroom or the nurse's office, and use them when necessary. ~~The P.A. 100-726 amendment requiring accessibility before, during, and after school did not address the logistical issues that classrooms are typically locked before and after school. Consult the board attorney about implementation issues with this phrase in the law.~~

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated asthma medication, implement a plan for its use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is when the district provides them, but does not have them accessible before, during, and after school where an asthmatic person is most at risk as required by 105 ILCS 5/22-30~~, amended by P.A. 102-413~~. See In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)) and In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated asthma medication in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs. To address the challenge of filling prescriptions for undesignated asthma medication, the Ill. Pharmacists Association drafted a letter that may be presented to a pharmacy by a district, available at: ~~www.isbe.net/Documents/IPA-Letter-Stock-Albuterol-Schools.pdf?_cldee=BtclIGusJeg4Wd3XGMA_81VB3vZEOogRMwj_acELKt5VyfZp_HK5z7IOPBWEkq8m&recipientid=contact-dcb493d09761eb11a8120022480a52c0-872cc093583c486e9087f877ee80a69d&esid=e1634f63-4397-ed11-aad1-000d3a3148fb~~www.isbe.net/Documents/IPA-Letter-Stock-Albuterol-Schools.pdf.

[10] 105 ILCS 5/22-30(a) defines *trained personnel* as any school employee or volunteer personnel authorized in Sections 10-22.34, 10-22.34a, and 10-22.34b of the School Code who has completed training required by 105 ILCS 5/22-30(g), to recognize and respond to anaphylaxis, an opioid overdose, or respiratory distress. 105 ILCS 5/22-30(a).

The Ill. State Board of Education (ISBE) must develop the training curriculum for trained personnel, and it may be conducted online or in person. Id. at (h), ~~amended by P.A. 102-413,~~ and 23 Ill.Admin.Code §1.540(e)(3). 105 ILCS 5/22-30(h-5), 5/22-30(h), ~~amended by P.A. 102-413,~~ and 5/22-30(h-10), and 23 Ill.Admin.Code §1.540(e) list the training curriculum requirements to recognize and respond to an opioid overdose, an allergic reaction, including anaphylaxis, and respiratory distress, respectively. See training resources, at: www.isbe.net/Pages/School-Nursing.aspx.

[11] 105 ILCS 5/22-30(a). *Respiratory distress* means the perceived or actual presence of wheezing, coughing, shortness of breath, chest tightness, breathing difficulty, or any other symptoms consistent with asthma. Id.

[12] Id. at (g); 23 Ill.Admin.Code §1.540(e)(9) and (10).



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School District Supply of Undesignated Epinephrine Injectors [13]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law,[14] may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. [15]

School District Supply of Undesignated Opioid Antagonists [16]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law.

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[13] Optional. See f/n 9, above. If the board adopts this subhead, the use of undesignated epinephrine injectors must align with its anaphylaxis prevention, response, and management policy. See sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, at f/n 7, and its sample administrative procedure, 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, at f/ns 4, 5, and 6. If the district does not maintain an undesignated supply of epinephrine, ensure that policy 7:285 and administrative procedure 7:285-AP do not state that it does maintain such a supply.

A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30~~, amended by P.A. 102-413~~. The law permits a district to maintain a supply of undesignated epinephrine injectors in any secure location that is accessible before, during, and after school where an allergic person is most at risk, including, but not limited to, classrooms and lunchrooms, and use them when necessary. ~~105 ILCS 5/22-30 requires accessibility before, during, and after school does not address the logistical issues that classrooms are typically locked before and after school. Consult the board attorney about the implementation issues with this new phrase in the law.~~

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated epinephrine injectors, and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district is provides them, but does not have them accessible before, during, and after school where an allergic person is most at risk as required by 105 ILCS 5/22-30, amended by P.A. 102-413. See In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated epinephrine injectors in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

[14] See the discussion regarding *trained personnel*, in f/n 10~~9~~, above.

[15] See f/n 1~~2~~1~~,~~, above.

[16] Required by 105 ILCS 5/22-30(f), amended by P.A. 103-348~~, eff. 1-1-24~~. In the case of a shortage of opioid antagonists, a district must make reasonable efforts to maintain a supply. Id. At least one opioid antagonist, a naloxone nasal spray, has been approved by the U.S. Federal Food and Drug Administration for over-the-counter, nonprescription use. A district must obtain a prescription for a supply of opioid antagonists from a *health care professional* with prescriptive authority under the Substance Use Disorder Act, 20 ILCS 301/5-23, unless it is able to secure a supply without a prescription. Id. *Health care professional* means a physician licensed to practice medicine in all its branches, a licensed physician assistant with prescriptive authority, a licensed advanced practice registered nurse with prescriptive authority, or an advanced practice registered nurse who practices in a hospital or ambulatory surgical treatment center and possesses appropriate clinical privileges in accordance with the Nurse Practice Act, 20 ILCS 301/5-23(d)(4). Id.

Consult the board attorney regarding the Safe and Drug-Free School and Communities Act of 1994 (20 U.S.C. §7101(b)). It prohibits funds provided under it to be used for medical services or drug treatment or rehabilitation, except for integrated student supports, specialized instructional support services, or referral to treatment for impacted students, which may include students who are victims of, or witnesses to crime or who illegally use drugs.



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*Opioid antagonist* means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. *Undesignated opioid antagonist* is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the District or one of its schools or obtained by the District without a prescription. A school nurse or trained personnel,[17] as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.[18] See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment. [19]

School District Supply of Undesignated Oxygen Tanks [20]

In schools where the District maintains special educational facilities, the Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name

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A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30, amended by P.A.~~s 102-413 and~~ 103-348. The law permits a district to maintain a supply of undesignated opioid antagonists in any secure location where a person is at risk of an opioid overdose and use them when necessary. The consequences of informing the community that the district will obtain a prescription for a supply of opioid antagonists and implement a plan for their use, and then not doing it may be fraught with legal liabilities.

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of opioid antagonists in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

[17] See the discussion regarding *trained personnel* in f/n 109, above. The Clinical Social Work and Social Work Practice Act also authorizes licensed school social workers to possess and administer opioid antagonists in the licensed clinical social worker's or licensed social worker's professional capacity. 225 ILCS 20/4.5, added by P.A. 103-1048.

[18] See f/n 12~~4~~, above.

[19] This sentence is optional. 20 ILCS 301/20-30, mandates the Ill. Dept. of Human Services to create a website with these resources. The purpose of this sentence is to provide the community with information about a public health crisis affecting students. See www.dhs.state.il.us/page.aspx?item=58142 for resources.

[20] Optional. 105 ILCS 5/22-30(f), amended by P.A. 103-196~~, eff. 1-1-24~~, permits a district maintaining special educational facilities under 105 ILCS 5/14-4.01 to maintain a supply of undesignated oxygen tanks in a secure location that is accessible before, during, and after school where a person with developmental disabilities is most at risk, including, but not limited to classrooms and lunchrooms. Delete if the district does not maintain special educational facilities for children with disabilities under 105 ILCS 5/14-4.01. *Special educational facility* is not specifically defined in 105 ILCS 5/14-4.01; consult the board attorney for advice regarding this term and if it is limited to separate buildings, self-contained classrooms, and/or programs attended solely by students with disabilities. For example, this option may not be available if a district utilizes a special education cooperative for all of its special education programming. There is a reference to *special education facilities* in 105 ILCS 5/14-12.01, which may provide some guidance; it addresses reimbursement for the construction and maintenance of "special education facilities designed and utilized to house instructional program, diagnostic services" and "other special education services for children with disabilities." 105 ILCS 22-30(f), amended by P.A. 103-196~~, eff. 1-1-24~~, does not specify who can administer undesignated oxygen, nor does it specify any training requirements for its use in schools. To minimize potential liability and ensure proper administration, a best practice is to restrict who can administer undesignated oxygen to school nurses and other school personnel who have received appropriate training on the emergency use and storage of oxygen. See sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*.



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of the District and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules.

School District Supply of Undesignated Glucagon [21]

The Superintendent or designee shall implement 105 ILCS 145/27 and maintain a supply of undesignated glucagon in the name of the District in accordance with manufacturer's instructions.

When a student's prescribed glucagon is not available or has expired, a school nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis [22]

The Compassionate Use of Medical Cannabis Program Act[23] allows a *medical cannabis infused product* to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a designated caregiver to administer medical cannabis to their child. A designated

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Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated oxygen tanks and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district provides them, but does not have them accessible before, during, and after school where a person with development disabilities is most at risk as required by 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24. See In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

**21** Optional. 105 ILCS 145/27 permits a district to maintain a supply of undesignated glucagon in any secure location that is immediately accessible to a school nurse or delegated care aide. A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement it.

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated glucagon, and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities.

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated glucagon in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

**22** 105 ILCS 5/22-33(g) (*Ashley's Law*), requires school boards to adopt a policy and implement it by:

1. Authorizing a parent/guardian and/or a *designated caregiver* of a student who is a *registered qualifying patient* to administer a medical cannabis infused product to that student at school or on the school bus (105 ILCS 5/22-33(b)).
2. Allowing a school nurse or administrator to administer a medical cannabis infused product to a student who is a *registered qualifying patient* while at school, a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care, on school-operated property, or while being transported on a school bus (105 ILCS 5/22-33(b-5)).
3. Authorizing a student who is a *registered qualifying patient* to self-administer a medical cannabis infused product if the self-administration takes place under the direct supervision of a school nurse or school administrator (Id.).

Important: If a district would lose federal funding as a result of the board adopting this policy, the board may not authorize the use of a medical cannabis infused product under *Ashley's Law* and not adopt this subsection. 105 ILCS 5/22-33(f). See f/n 26, below, and paragraph two of f/n 1 in sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, for more information about Congress interfering with a state's decision to implement laws governing the legalization of cannabis, and consult the board attorney about the issue of federal funding. See also ISBE's *Frequently Asked Questions, Ashley's Law*, at: www.isbe.net/Documents/Medical-Cannabis-FAQ.pdf.

**23** 410 ILCS 130/.



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caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old[24] and is allowed to administer a medical cannabis infused product to a child who is a student on the premises of his or her school or on his or her school bus if:

a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
b. Copies of the registry identification cards are provided to the District; [25]
c. That student's parent/guardian completed, signed, and submitted a School Medication Authorization Form - Medical Cannabis; and [26]
d. After administering the product to the student, the designated caregiver immediately[27] removes it from school premises or the school bus.

2. A properly trained school nurse or administrator, who shall be allowed to administer the medical cannabis infused product to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus. [28]
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator. [29]

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[24] Id. at 130/10(i), and 130/57(a) and (b). A student under the age of 18 may have up to three designated caregivers as long as at least one is a biological parent or a legal guardian. Id. at 130/57(a). A student 18 years of age or older may appoint up to three designated caregivers who meet the requirements of the Compassionate Use of Medical Cannabis Program Act. Id. at 130/57(b).

[25] The laws are silent about copies of the cards being provided to the district. Requiring copies of the registry cards is a best practice. Consult the board attorney about any records laws implicated in requiring and maintaining copies of these registry cards.

[26] A completed and signed school medication authorization form is not required by *Ashley's Law* but is a best practice and consistent with this sample policy's language for other medications. See sample exhibit 7:270-E2, *School Medication Authorization Form - Medical Cannabis*.

[27] The word *immediately* is not in *Ashley's Law*. It is added to ensure legal compliance with federal laws that could affect federal funding. For example, consider administrators who may be in the situation where a designated caregiver provides his or her child the product and then wants to volunteer in the school or greet another child in the school while carrying the product in the building, which may violate the Cannabis Control Act (720 ILCS 550/5.2). Consult the board attorney about the best term to use here, if any, as nothing in the law addresses these common scenarios that school administrators will encounter.

[28] 105 ILCS 5/22-33(b-5). A school nurse or administrator must annually complete a training curriculum to be developed by ISBE in consultation with the Ill. Dept. of Public Health prior to administering a medical cannabis infused product to a student in accordance with this section. 105 ILCS 5/22-33(f-5). See www.isbe.net/Pages/Health.aspx for training resources.

[29] Id. Any product administered by a school nurse or administrator, or self-administered under the supervision of a school nurse or administrator, must be stored with the school nurse at all times in a manner consistent with storage of other student medication at the school and may be accessible only by the school nurse or a school administrator. 105 ILCS 5/22-33(b-10).



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*Medical cannabis infused product* (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped.[30] Smoking and/or vaping medical cannabis is prohibited. [31]

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product. [32]

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator[33] pursuant to this policy is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy [34]

The **School District Supply of Undesignated Asthma Medication** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school asthma medication. [35]

The **School District Supply of Undesignated Epinephrine Injectors** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse

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[30] 410 ILCS 130/10(q). Consult the board attorney regarding the controversial issue of students using at, or bringing to school, cannabis-infused products without THC that are derived from *hemp* or *industrial hemp* (hemp oil or cannabidiol (CBD) oil, the naturally occurring cannabinoid constituent of cannabis). Hemp or industrial hemp is defined in the Industrial Hemp Act (IHA) as the plant Cannabis sativa L. and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis and includes any intermediate or finished product made or derived from industrial hemp. 505 ILCS 89/5~~, amended by P.A. 102-690~~. Hemp or industrial hemp is also colloquially known as *agricultural hemp*.

Products from hemp or industrial hemp are widely available. As a consequence, school employees may encounter the argument from a student and his or her parent/guardian that the use of hemp or CBD oil products derived from hemp or industrial hemp (containing no THC) is not a violation of Illinois law because 720 ILCS 550/4 states "[e]xcept as otherwise provided in the Cannabis Regulation and Tax Act and the Industrial Hemp Act, it is unlawful for any person knowingly to possess cannabis." In addition, products containing hemp or CBD oil can be purchased with a prescription and without a medical marijuana card, so a parent/guardian may argue that such prescriptions should be administered at school as any other prescription medication would be. Consult the board attorney for guidance.

[31] Optional sentence. 410 ILCS 130/10(q) prohibits medical cannabis from being smoked. District administrators may find providing this information to the community helpful to enforcement of this policy.

[32] 105 ILCS 5/22-33(e). Consult the board attorney for guidance regarding whether a school nurse or administrator can be required to administer the product. ISBE's FAQ on *Ashley's Law* (see f/n 21) states that a school staff member cannot be forced to administer a medical cannabis infused product to a student because *Ashley's Law* does not require it.

[33] 105 ILCS 5/22-33(d).

[34] Remove this section if the board does not adopt the undesignated asthma medication, the undesignated epinephrine injector, the undesignated opioid antagonist, the undesignated glucagon, or the administration of medical cannabis sections (see f/n 21) of the policy. If the board adopts one or some but not all, delete the appropriate paragraph(s) or sentence(s) in this section.

[35] Discuss with the board attorney whether the board should remove this sentence when the district reaches full implementation of this section.



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licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school epinephrine injectors. [36]

The **School District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is unable to obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply. [37]

The **School District Supply of Undesignated Oxygen Tanks** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a qualifying prescriber,[38] or (2) fill the District's prescription for undesignated oxygen tanks. [39]

The **School District Supply of Undesignated Glucagon** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for glucagon from a qualifying prescriber,[40] or (2) fill the District's prescription for undesignated school glucagon. [41]

The **Administration of Medical Cannabis** section of the policy is void and the District reserves the right not to implement it if the District or school is in danger of losing federal funding. [42]

Administration of Undesignated Medication [43]

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

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[36] See f/n 12, above.

[37] 105 ILCS 5/22-30(f), amended by P.A. 103-348~~, eff. 1-1-24~~. See f/n 15, above.

[38] 105 ILCS 22-30(f), amended by P.A. 103-196~~, eff. 1-1-24~~, provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated oxygen tanks in the name of the district to be maintained for use when necessary.

[39] See f/n 19, above.

[40] 105 ILCS 145/27 provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated glucagon in the name of the district to be maintained for use when necessary.

[41] See f/n 20, above.

[42] 105 ILCS 5/22-33(f).

[43] 105 ILCS 5/22-30~~, amended by P.A. 102-413,~~ and 105 ILCS 145/27 detail specific required notifications, which are listed in sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*. Schools are not required to accept opt-out requests from parents for the administration of undesignated medications, and even if a parent fails to acknowledge a notification, a school nurse or other trained personnel are not precluded from administering undesignated medications in accordance with the School Code. 23 Ill.Admin.Code §1.540(b)(2).



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Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply. [44]

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

LEGAL REF.: 105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.
105 ILCS 145/, Care of Students with Diabetes Act.
105 ILCS 150/, Seizure Smart School Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
720 ILCS 550/, Cannabis Control Act.
23 Ill.Admin.Code §1.540.

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

ADMIN. PROC.: 7:270-AP1 (Dispensing Medication), 7:270-AP2 (Checklist for District Supply of Undesignated Medication(s)), 7:270-E1 (School Medication Authorization Form), 7:270-E2 (School Medication Authorization Form - Medical Cannabis)

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[44] 105 ILCS 5/22-30(c). The school, and its employees and agents, incur no liability, except for willful and wanton conduct, as a result of an injury to a student arising from the administration of asthma medication, epinephrine injectors, or opioid antagonists (Id.), a student's self-administration of medication (105 ILCS 5/10-22.21b, amended by P.A. 103-175), or administration of undesignated glucagon (insofar as it would be considered part of the care of a student with diabetes, see 105 ILCS 145/45).

105 ILCS 5/22-30(c) requires the district to inform parents/guardians in writing of the protections from liability and hold harmless provisions that apply to the administration of asthma medication, epinephrine injectors, and opioid antagonists. In addition, a statement must be signed by a student's parent/guardian acknowledging the district's protections from liability and hold harmless provisions for these undesignated medications. Id. A similar acknowledgment must be signed by a student's parent/guardian for the self-administration of medication. 105 ILCS 5/10-22.21b(e). See sample exhibit 7:270-E1, *School Medication Authorization Form*, for a sample acknowledgement.



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# Students

## Restrictions on Publications; Elementary Schools [1]

[*For elementary or unit districts only*]

School-Sponsored Publications and Webs ~~S~~ites

School-sponsored publications, productions, and web ~~-~~sites are part of the curriculum and are not a public forum for general student use.[2] School authorities may edit or delete material that is inconsistent with the District's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

Non-School Sponsored Publications Accessed or Distributed On-Campus [3]

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for

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[1] State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled. It applies only to elementary ~~-~~or unit districts (both elementary and high school students). Unit districts should adopt this policy and policy 7:315, *Restrictions on Publications; High Schools*. The Speech Rights of Student Journalists Act, 105 ILCS 80/5, applies to high school and unit districts.

[2] School authorities may reasonably regulate student expression in school-sponsored publications for education-related reasons. Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). This policy allows such control by clearly stating that school-sponsored publications are not a "public forum" open for general student use but are, instead, part of the curriculum.

A school board that does not retain control of student publications can anticipate at least two problems: (1) how to keep content consistent with the district's mission, and (2) how to ensure that the Constitutional rights of third parties are not violated by student journalists. Concerning the second problem, a third party may seek to hold the district responsible for the student journalists' acts. See Yeo v. Town of Lexington, 131 F.3d 241 (1st Cir. 1997), *cert. denied* (1998).

[3] Non-school sponsored publications, like underground newspapers, cannot be subject to the same degree of regulation by school authorities as school-sponsored publications. Absent a showing of material and substantial interference with the requirements of good discipline, students retain their First Amendment free speech rights. The federal circuits disagree on whether school authorities may require prior approval before a student is allowed to distribute non-school-sponsored publications. The Seventh Circuit, which covers Illinois, refused to approve prior approval regulations. Fujishima v. Bd. of Ed., 460 F.2d 1355 (7th Cir. 1972), but see Baughman v. Freienmuth, 478 F.2d 1345 (4th Cir. 1973). Non-school sponsored web sites should be regulated in the same manner as non-school sponsored publications.

A school policy prohibiting junior high students from distributing written material at school that is prepared by non-students was upheld in Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).



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information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices). [4]

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the ~~School~~ District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities; [5]
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright; [6]
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; ~~7~~
4. Is reasonably viewed as promoting illegal drug use;[8] or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the

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[4] The definition of publication is optional and may be amended. This sample definition uses broad and generally understood terms to keep the policy current with rapid technology changes.

[5] For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998).

[6] School officials may not regulate student speech based upon their fear or apprehension of disturbance. Many decisions address the tension between students' right to free speech and restrictions of it on campus. See, for example:

Brandt v. Bd. of Educ. of City of Chicago, 480 F.3d 460 (7th Cir. 2007), *cert. denied* (2007) (school did not violate students' First Amendment rights when it disciplined students for wearing T-shirts with a "talentless infantile drawing" that school officials reasonably found to undermine the educational atmosphere).

Nuxoll v. Indian Prairie Sch. Dist. #204, 523 F.3d 668 (7th Cir. 2008) (holding that the student was likely to succeed on merits of his claim that the school would violate his speech rights by preventing him from wearing T-shirt with slogan "Be Happy, Not Gay"). But see L.M. v. Town of Middleborough, Mass., 103 F.4th 854 (1st Cir. 2024)(holding a school could prohibit a student from wearing a shirt that read "There Are Only Two Genders" because the message directly attacked the personal characteristics of transgender and nonconforming students, which could cause lower grades and increased absences).

J.C. v. Beverly Hills Unified Sch. Dist., 711 F.Supp.2d 1094 (C.D.Cal.~~3rd Cir.~~ 2010) (discussed the "rights of others to be secure and let alone" argument from Tinker, but found that the school district violated a student's First Amendment rights for disciplining her when she posted a video clip on a website).

B.H. v. Easton Area Sch. Dist., 725 F.3d 293 (3rd Cir. 2013), *cert. denied* (2014) (school violated students' free speech rights by banning the wearing of cancer awareness bracelets containing the caption *I ♥boobies*).

~~[7] Be sure that the board's definitions for sexting in this policy align with other definitions used thought the board's policy manual. For example, see the discussion within sample administrative procedure 7:190-AP5, *Student Handbook-Electronic Devices*. There, *sexting* encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 (Juvenile Court Act purposes), and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5 (Criminal Code of 2012 purposes). It defines indecent visual depiction as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the buttocks, or if such person is a female, a fully or partially developed breast of the person. However, a district may create or have another definition of sexting that may or may not encompass these statutory terms and definitions.~~

[8] Morse v. Frederick, 551 U.S. 393 (2007).



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inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students. [9]

Accessing or distributing on-campus includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school. [10]

Non-School Sponsored Publications Accessed or Distributed Off-Campus [11]

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

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[9] Optional. The rationale for this section is that prior to high school, students have not developed sufficient experience and education in critical review of external resource materials. Accordingly, in order to accomplish the district's educational mission, yet allow students the opportunity to communicate with their fellow students, widespread student distribution of written material in elementary and middle school may be limited to material primarily prepared by the students themselves. Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3rd 1295 (7th Cir. 1993); Leal v. Everett Public Schs., 88 F.Supp.3d 1220 (W.D.Wa. 2015).

[10] ~~For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the School Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998)~~See f/n 5, above.

[11] Optional. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus expression is much more limited than expression on school grounds. Many decisions address the tension between public schools' authority to discipline students for off-campus speech and students' right to free speech. However, school officials may generally: (1) remove a student from extracurricular activities for failure to follow an extracurricular conduct code (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations, as provided in this policy (see also sample policy 7:190, *Student Behavior*). For example, see:

Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021), (a school could not suspend a student from the cheerleading team for vulgar posts that she made on a social media platform where there was no evidence of substantial disruption of a school activity; schools also have more limited authority to punish students for vulgar, off-campus speech, unless there are circumstances involving severe bullying or harassment, threats aimed at teachers or other students, failure to follow rules concerning lessons, writing of papers, use of computers, participation in other online school activities, or breaches of school security devices including school computers).

J.S. v. Blue Mountain Sch. Dist., 650 F.3d 915 (3rd Cir. 2011), combined with Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3d Cir. 2011), *cert. denied* (2012) (schools may not punish students for their off-campus indecent and offensive parodies of their principals, absent a showing that the parodies caused, or could cause, substantial disruption in the schools).

Kowalski v. Berkeley Cnty. Sch., 652 F.3d 565 (4th Cir. 2011), *cert. denied* (2012) (upheld a student's suspension for off-campus posts to a social network site that defamed a classmate because it was foreseeable that the expression would reach the school and the student's conduct involved substantial disruption and interference with the work and discipline of the school).

The statutory definition of *bullying* includes *cyberbullying* (105 ILCS 5/27-23.7); these terms are defined in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*~~. See also f/n 6 and 7:190-AP6, *Guidelines for Investigating Sexting Allegations*~~.

Consult the board attorney for guidance concerning off-campus speech. Every situation is fact-~~-~~specific and the issues require careful evaluation.



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Bullying and Cyberbullying [12]

The Superintendent or designee shall treat behavior that is bullying and/or cyberbullying according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-23.7.
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:315 (Restrictions on Publications; High Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

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[12] 105 ILCS 5/27-23.7.



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# Students

## Restrictions on Publications; High Schools [1]

[*For high school or unit districts only*]

Definitions [2]

*Libel* means the willful or negligent publication of provably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

*Obscene* means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

*School official* means a Building Principal or designee.

*School-sponsored media* means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

*Slander* means the speaking of false statements of fact that seriously harm a living person's reputation.

*Student journalist* means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

*Student media adviser*[3] means an individual employed, appointed, or designated by the District to supervise or provide instruction relating to school-sponsored media.

School-Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and School Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites. [4]

Student journalists must: [5]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled.

[2] Speech Rights of Student Journalists Act (SRSJA), 105 ILCS 80/5. See also *Black's Law Dictionary*, 11th ed. 2019.

[3] Id. uses *adviser*, not advisor. Adviser is used throughout this policy for consistency with the statute.

[4] Id. With some exceptions, the Act effectively restricts school authorities' power to reasonably regulate student expression in high school-sponsored publications for education-related reasons under Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). See the last sentence in f/n 6, below.

[5] Consult the board attorney about text that balances the student journalists' rights to have control of their media publications with the board's interests in (a) ensuring differing opinions are published, (b) the SRSJA~~is Act~~, and (c) providing student journalists opportunities to apply the ~~upcoming~~ Illinois media literacy curriculum mandates.



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1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum mandate in 105 ILCS 5/27-20.08; and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not create, produce, or distribute school-sponsored media that: [6]

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;
3. Violates federal or State law, including the Constitutional rights of third parties;[7] or
4. Incites students to: [8]

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Number 5 in the list is intended to align with the *media literacy* curriculum mandate for students in grades 9 through 12 ~~that starts in the fall of 2022~~ and is listed at 105 ILCS 5/27-20.08~~, added by P.A. 102-55,~~ and sample policy 6:60, *Curriculum Content*. *Media literacy* means the ability to access, analyze, evaluate, create, and communicate using a variety of objective forms, including, but not limited to, print, visual, audio, interactive, and digital texts. Id. Media literacy instruction must include a component on social responsibility and civics that includes "[s]uggesting a plan of action in the class, school, or community to engage others in a respectful, thoughtful, and inclusive dialogue over a specific issue using facts and reason." Providing opportunity and space for expression of differing opinions in media aligns with and promotes this inclusive dialog.

For boards that provide student journalists more flexibility, make the following three edits: (1) replace "must" with: "shall strive to," (2) amend number 5 to read: "In the use of personal opinions, editorial statements, and/or letters to the editor, determine the need to provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum mandate in in 105 ILCS 5/27-20.08", and (3) delete number 6.

[6] 105 ILCS 80/15. A school board may retain control of material in student publications that falls within the listed exceptions. Consult the board attorney about how much control of high school student publications school officials may retain in the context of the Speech Rights of Student Journalists Act.

[7] 105 ILCS 80/15.

Delete "~~, including Constitutional rights of third parties~~" if the board wants only the word-for-word statutory language in its policy. Because the Constitutional rights of third parties are common controversies within the context of student-sponsored publications, the purpose of this additional text is to underscore that Constitutional rights of third parties are included under the exception of State and federal law.

While 105 ILCS 80/20 limits liability of school districts for a student journalist's expression, except in cases of willful or wanton misconduct, some attorneys believe it may still be possible that a third party may seek to hold the district responsible for the student journalists' acts. See Yeo v. Town of Lexington, 131 F.3d 241 (1st Cir. 1997), *cert. denied* (1998). ~~See the second sentence in f/n 1, above.~~

[8] 105 ILCS 80/15 broadly allows school boards to limit speech that would incite violation of any policy. This policy language follows the statute. Policies most often needing assessment are those that involve a district's educational mission and philosophy and social appropriateness language for student body's age(s)/maturity. School officials must be careful to understand that that law is written that student journalists using media to *incite* other students to act a certain way is the exception. Additional text may be added to (1) underscore that 105 ILCS 80/15 does not authorize or protect expression that *incites* students to violate board policies, and (2) reminds students and the community that school officials have many legal obligations to implement and enforce specific board policies and ensure school environments are safe and conducive to learning. ~~See the second sentence in f/n 1, above.~~

While 105 ILCS 80/20 limits liability of school districts for a student journalist's expression, except in cases of willful or wanton misconduct, discuss with the board attorney how to balance the rights of student journalists under this law and the other policy implementation duties that face school officials with board policies and laws.

For boards that want to provide additional text to the word-for-word statutory language in their policies, add to item 4.b:


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a. Commit an unlawful act;
b. Violate any of the District's policies; or
c. Materially and substantially disrupt the orderly operation of the school.

The District will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material fits into one of the four prohibited categories listed above, in which case the Superintendent or designee and/or student media adviser may review, edit, and delete such media material before publication or distribution of the media. [9]

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of the District or an expression of Board policy. [10]

Non-School Sponsored Publications Accessed or Distributed On Campus [11]

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices). [12]

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the ~~School~~ District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities; [13]

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, including but not limited to (1) its educational mission in Board policies 1:30, *School District Philosophy* and 6:10, *Educational Philosophy and Objectives*, and (2) speech that is socially inappropriate or inappropriate due to the maturity of the students pursuant to Board policies 6:65, *Student Social and Emotional Development* and 7:180 *Prevention of and Response to Bullying, Intimidation, and Harassment*.

[9] 105 ILCS 80/10 requires school officials to show justification without undue delay before limiting student expression. For boards that want the student media advisor to provide student journalists with written justification prior to limiting materials, insert the following sentence to end the paragraph:

In such cases, the student media adviser will promptly provide the student journalist with a written justification prior to limiting the material.

[10] 105 ILCS 80/20.

[11] Non-school sponsored publications, like underground newspapers, cannot be subject to the same degree of regulation by school authorities as school-sponsored publications. Absent a showing of material and substantial interference with the requirements of good discipline, students retain their First Amendment free speech rights. The federal circuits disagree on whether school authorities may require prior approval before a student is allowed to distribute non-school-sponsored publications. The Seventh Circuit, which covers Illinois, refused to approve prior approval regulations. Fujishima v. Bd. of Ed., 460 F.2d 1355 (7th Cir. 1972), but see Baughman v. Freienmuth, 478 F.2d 1345 (4th Cir. 1973). Non-school sponsored web sites should be regulated in the same manner as non-school sponsored publications.

A school policy prohibiting junior high students from distributing written material at school that is prepared by non-students was upheld in Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

[12] The definition of *publication* is optional and may be amended. This sample definition uses broad and generally understood terms to keep the policy current with rapid technology changes.

[13] For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998).


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2. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright; [14]
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; [15]
4. Is reasonably viewed as promoting illegal drug use; [16]
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; [17] or
6. Encourages or ~~I~~incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school. [18]

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[14] School officials may not regulate student speech based upon their fear or apprehension of disturbance. Many decisions address the tension between students' right to free speech and restrictions of it on campus. See, for example:

Brandt v. Bd. of Educ. of City of Chicago, 480 F.3d 460 (7th Cir. 2007), *cert. denied* (2007) (school did not violate students' First Amendment rights when it disciplined students for wearing T-shirts with a "talentless infantile drawing" that school officials reasonably found to undermine the educational atmosphere).

Nuxoll v. Indian Prairie Sch. Dist. #204, 523 F.3d 668 (7th Cir. 2008) (holding that the student was likely to succeed on merits of his claim that the school would violate his speech rights by preventing him from wearing T-shirt with slogan "Be Happy, Not Gay"). But see L.M. v. Town of Middleborough, Massachusetts, 103 F.4th 854 (1st Cir. 2024) (holding a school could prohibit a student from wearing a shirt which read "There Are Only Two Genders" because the message directly attacked the personal characteristics of transgender and nonconforming students, which could cause lower grades and increased absences).

J.C. v. Beverly Hills Unified Sch. Dist., 593 F.3d 249 (3rd Cir. 2010) (discussed the "rights of others to be secure and let alone" argument from Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969), but found that the school district violated a student's First Amendment rights for disciplining her when she posted a video clip on a website).

B.H. v. Easton Area Sch. Dist., 725 F.3d 293 (3rd Cir 2013), *cert. denied* (2014) (school violated students' free speech rights by banning the wearing of cancer awareness bracelets containing the caption *I ♥boobies*).

~~[15] Be sure that the board's definitions for *sexting* in this policy aligns with other definitions used throughout the board's policy manual. For example, see the discussion within sample administrative procedure 7:190-AP5, *Student Handbook-Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 (Juvenile Court Act purposes), and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5 (Criminal Code of 2012 purposes). It defines indecent visual depiction as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the buttocks, or if such person is a female, a fully or partially developed breast of the person. However, a district may create or have another definition of sexting that may or may not encompass these statutory terms and definitions.~~

[16] Morse v. Frederick, 551 U.S. 393 (2007).

[17] Optional. The rationale for this section is that prior to high school, students have not developed sufficient experience and education in critical review of external resource materials. Accordingly, in order to accomplish the district's educational mission, yet allow students the opportunity to communicate with their fellow students, widespread student distribution of written material in elementary and middle school may be limited to material primarily prepared by the students themselves. Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3rd 1295 (7th Cir. 1993); Leal v. Everett Pub. Schs., 88 F.Supp.3d 1220 (W.D.Wa. 2015).

[18] ~~For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998)~~See f/n 13, above.



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Non-School Sponsored Publications Accessed or Distributed Off-Campus [19]

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying [20]

The Superintendent or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

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[19] Optional. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus expression is much more limited than expression on school grounds. Many decisions address the tension between public schools' authority to discipline students for off-campus speech and students' right to free speech. However, school officials may generally: (1) remove a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations, as provided in this policy (see also sample policy 7:190, *Student Behavior*). For example, see:

Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021) (a school could not suspend a student from the cheerleading team for vulgar posts that she made on a social media platform where there was no evidence of substantial disruption of a school activity; schools have more limited authority to punish students for vulgar, off-campus speech, unless there are circumstances involving severe bullying or harassment, threats aimed at teachers or other students, failure to follow rules concerning lessons, writing of papers, use of computers, participation in other online school activities, or breaches of school security devices including school computers).

J.S. v. Blue Mountain Sch. Dist., 650 F.3d 915 (3rd Cir. 2011), combined with Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011), cert. denied)(2012) (schools may not punish students for their off-campus indecent and offensive parodies of their principals, absent a showing that the parodies caused, or could cause, substantial disruption in the schools).

Kowalski v. Berkeley Cnty. Sch., 652 F.3d 565 (4th Cir. 2011), *cert. denied* (2012) (upheld a student's suspension for off-campus posts to a social network site that defamed a classmate because it was foreseeable that the expression would reach the school and the student's conduct involved substantial disruption and interference with the work and discipline of the school).

The statutory definition of *bullying* includes *cyberbullying* (105 ILCS 5/27-23.7); these terms are defined in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* ~~(see also f/n 6 and 7:190-AP6, *Guidelines for Investigating Sexting Allegations*)~~.

Consult the board attorney for guidance concerning off-campus speech. Every situation is fact specific, and the issues require careful evaluation.

[20] 105 ILCS 5/27-23.7.



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LEGAL REF.: 105 ILCS 5/27-20.08 and 5/27-23.7.
105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 1:30 (School District Philosophy), 6:10 (Educational Philosophy and Objectives), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:310 (Restrictions on Publication; Elementary Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

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# Students

## Student Records [1]

School student records are confidential. Information from them shall not be released other than as provided by law.[2] A school student record is any writing or other recorded information concerning a

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[1] State law requires school boards to adopt a policy and procedures implementing the Illinois School Student Records Act (ISSRA) and specifying the content of school student records. 23 Ill.Admin.Code §§375.100 and 226.740. Both State and federal law address school student records. See the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) implemented by federal rules at 34 C.F.R. Part 99) and ISSRA (105 ILCS 10/, amended by P.A.102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25~~s 101-515, 102-199, and 102-557~~, implemented by ISBE rules at 23 Ill.Admin.Code Part 375).

In addition, the U.S. Dept. of Education's (DOE) *Protecting Student Privacy* webpage, a service of the Privacy Technical Assistance Center (PTAC) and the Student Privacy Policy Office, is a *one-stop* resource for education stakeholders to learn about student privacy and confidentiality, including data privacy and security practices related to student-level longitudinal data systems, at: www.studentprivacy.ed.gov/. PTAC published a guide for school officials titled *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices* (2014), at:

www.studentprivacy.ed.gov/resources/protecting-student-privacy-while-using-online-educational-services-requirements-and-best.

The DOE also issued a summary of resources on FERPA and virtual learning (2020) at: www.studentprivacy.ed.gov/resources/ferpa-and-virtual-learning. **Boards that wish to enter into cloud computing and other operator contracts must comply with the Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, ~~amended by P.A. 101-516,~~ and should contact the board attorney for implementation guidance.** See also f/n 2, item #7, below.

Confusion persists regarding the interplay between the FERPA and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The Privacy Rule implementing HIPAA, issued by the U.S. Dept. of Health and Human Services (~~D~~HHS), addresses the disclosure of individuals' health information by *covered entities*. 45 C.F.R. Parts 160 and 164, Subparts A and E. Generally speaking, a school district becomes a *covered entity*, and must comply with applicable sections in the Privacy Rule, if it provides health care and transmits health information in electronic form in connection with transactions. However, *educational records* as defined by FERPA are excluded from HIPAA's definition of *protected health information.* 45 C.F.R. §160.103. In most cases this exception relieves school districts of complying with burdensome privacy notices and authorization forms. In December 2019, ~~D~~HHS and DOE issued an update to its *Joint Guidance on the Application of FERPA and HIPAA to Student Health* Records, at:

www.studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-student-health-records.

The board attorney should be consulted on all HIPAA-related questions.

[2] A plethora of statutory and decisional law protects student records. Aside from the laws identified in f/n 1, other laws protecting student records include:

1. Schools may not provide a student's *personal information* to a business organization or financial institution that issues credit or debit cards. 105 ILCS 5/10-20.38.
2. Schools may not sell personal information concerning a child under the age of 16, with a few exceptions, unless a parent has consented. Children's Privacy Protection and Parental Empowerment Act, 325 ILCS 17/.
3. The release of confidential information given by a student to a therapist, e.g., school counselor or psychologist, is governed by the Mental Health and Developmental Disabilities Confidentiality Act. 740 ILCS 110/.
4. Schools must keep a sex offender registration form received from law enforcement separately from school student records maintained on behalf of the juvenile sex offender. 730 ILCS 152/121.
5. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records. The Ill. Marriage and Dissolution of Marriage Act (IMDMA), 750 ILCS 5/602.11.
6. Schools may not provide a parent/guardian access to his or her child's school records if the parent is prohibited by an order of protection from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. Id.



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student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below: [3]

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school. [4]
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses[5]) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 years who has been arrested or taken into custody. [6]

State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to

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7. SOPPA (105 ILCS 85/~~, amended by P.A. 101-516~~) addresses a school district's obligations related to *covered information* of students and contracts with educational technology *operators*. In some instances, covered information as defined under SOPPA may also qualify as education records under FERPA and school student records under ISSRA. See sample policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, and sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*, for a description of SOPPA obligations.

~~7.~~8. School employees or agents may not disclose information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, or a student's status as a named perpetrator of domestic or sexual violence except under certain circumstances and only upon prior notice to, and discussion with, the student. 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and the **Confidentiality** subhead of sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

**Note:** Nos. 5 and 6 above may conflict with FERPA in that they restrict a parent/guardian's right to access his or her child's school records more than is expressly permitted by FERPA. 20 U.S.C. §1232g(a)(1)(A), (B); 34 C.F.R. §99.10(a). **Consult the board attorney for guidance.**

Allowing students to grade each other's papers does not violate FERPA; such student work is not a *school record* until it is recorded by the teacher. Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002). School student records are *per se* prohibited from disclosure; a district is under no obligation to redact them. Chicago Tribune Co. v. Chicago Bd. of Educ., 332 Ill.App.3d 60 (1st Dist. 2002).

**3** 20 U.S.C. §1232g(a)(4); 34 C.F.R. §99.3; 105 ILCS 10/2(d); 705 ILCS 405/1-7 and 5-905; 23 Ill.Admin.Code §375.10. Rather than listing the exceptions in the policy, a school board may choose to end the sentence after the proviso "except as provided in State or federal law."

**4** For a helpful resource, see f/n 1 in sample policy 7:150, *Agency and Police Interviews*.

**5** For an explanation, see footnotes in sample policy 7:220, *Bus Conduct*.

**6** Many lawyers believe that once these records are received by a school, they are protected as *education records* under FERPA. Consult the board attorney for advice.



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inspect, copy[7], and/or challenge school student records.[8] The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child.[9] The District may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child.[10] The District

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[7] 105 ILCS 10/5(a)~~, amended by P.A. 102-199~~. ISSRA does not give DCFS representatives the right to challenge student records. 105 ILCS 10/7. For more information about DCFS liaison qualifications and duties, see sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, at f/n 16.

105 ILCS 10/5(c) requires that a parent's or student's request to inspect and copy records be granted no later than 10 business days (previously 15 school days) after the date of receipt of such a request by the official records custodian.

105 ILCS 10/5(c-5) outlines how a school district may extend the 10 business day timeline for response by not more than five business days from the original due date if one or more of these six reasons applies:

1. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;
2. The request required the collection of a substantial number of specified records;
3. The request is couched in categorical terms and requires an extensive search for the records responsive to it;
4. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;
5. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or
6. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.

The person making the request and the school district may also agree in writing to extend the timeline for compliance for a period to be determined by the parties. Id.

[8] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board of a unit or high school district wants to allow this, insert:

A student or the student's parent/guardian may request, in writing, that scores received on college entrance examinations be included on the student's academic transcript.

**Note:** Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

If a board allows for the inclusion of college entrance examination scores on academic transcripts, amend the district's notification to parents/guardians and students of their school student records rights with the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5). See sample exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*, for an example.

[9] 23 Ill.Admin.Code §226.740(a).

[10] This sentence is required if the board allows schools to release student directory information. 20 U.S.C. §1232g; 23 Ill.Admin.Code §375.80; 34 C.F.R. §99.37. There is at least one instance in Illinois in which parents were upset that their school district released students' names and addresses pursuant to a Freedom of Information Act (FOIA) request. FOIA contains an exemption for home addresses. Many lawyers, however, say that a district must release student information pursuant to a FOIA request when each of the following has occurred: the FOIA request seeks information that is included in the district's definition of student directory information, the district notified parents that it releases directory information, and the parents did not opt out of allowing directory information to be released concerning their child. An opinion from the Ill. Public Access Counselor supports that a district may not rely on the FOIA exemption for home addresses. PAO 12-3.

Thise sample~~**PRESS**~~ policy does not identify the components of *directory information*, leaving that task to implementing material. Boards may want to discuss this quagmire with the superintendent knowing that there are good reasons to release directory information, e.g., to allow the district to publish information about specific students, and good reasons to not release directory information, e.g., to avoid releasing names and addresses pursuant to a FOIA request.



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will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student.[11] Upon request, the District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law. [12]

The Superintendent shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records. [13]

Student Biometric Information Collection [14]

The Superintendent or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention.[15] Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

23 Ill.Admin.Code §375.80(a)(1) no longer includes *gender* as information which may be designated as directory information. This is consistent with attorneys' views that Illinois' past practice of including *gender* within directory information may have violated FERPA. FERPA regulations provide that directory information "means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed" and it "includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status (e.g., undergraduate or graduate, full-time or part-time); dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended." 34 C.F.R. §99.3. Though FERPA regulations do not explicitly preclude the designation of *gender* as directory information, DOE guidance has consistently advised schools not to disclose a student's sex as directory information because it would be considered harmful or an invasion of privacy. See *Letter to Institutions of Postsecondary Education*, DOE Family Policy Compliance Office (September 2009). Consult the board attorney about the practical implementation of this issue. Some attorneys, for example, believe photos of the "Girls Volleyball Team" may contradict DOE guidance.

[11] 20 U.S.C. §1232g(j), as added by Sec. 507 of the U.S.A. Patriot Act of 2001.

[12] 34 C.F.R. §99.31; 105 ILCS 10/6~~, amended by P.A.s 102-199 and 102-557~~.

[13] Each school must have an *official records custodian.* 105 ILCS 10/4(a). Districts must notify students and parents/guardians of their rights concerning school student records. 105 ILCS 10/3; 105 ILCS 10/4~~, amended by P.A.s 101-161 and 102-199~~; 23 Ill.Admin.Code §375.30; 34 C.F.R. §99.7. Comprehensive faculty and student handbooks can provide required notices, along with other important information, to recipients. Handbooks can be developed by the building principal, but should be reviewed and approved by the superintendent and board. See sample exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*, and sample administrative procedure 7:340-AP1, *School Student Records*.

[14] This program is optional; however, districts either wishing to implement such a program or districts that have already engaged in the collection of student biometric information must have a policy consistent with the requirements of 105 ILCS 5/10-20.40. This section restates the School Code's requirements for a student biometric information policy.

[15] For districts already collecting biometric information, the following is an alternative:

The Superintendent or designee shall maintain a biometric screening program that is consistent with budget requirements and in compliance with State law.



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Before collecting student biometric information, the District shall obtain written permission from the person having legal custody/parental responsibility[16] or the student (if over the age of 18).[17] Upon a student's 18th birthday, the District shall obtain written permission from the student to collect student biometric information.[18] Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited. [19]

The District will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School District, or (2) the District receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18).[20] Requests to discontinue using a student's biometric information shall be forwarded to the Superintendent or designee.

The Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law. [21]

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[16] Several statutes define legal custody and when a court may grant it; the term requires statutory construction/interpretation and school boards should discuss this issue with their attorney prior to adopting a policy on collection of student biometric information.

105 ILCS 5/10-20.40(b)(1) states the definition of legal custody is the same as the definition of legal custody for purposes of residency, payment of tuition, hearings, and criminal penalties at 105 ILCS 5/10-20.12b(2)(i)-(v).

The IMDMA, 750 ILCS 5/, changed the terms *custody* and *visitation* to *parental responsibility* and *parenting time*, respectively. It also requires a *parenting plan* that allocates: (1) significant decision-making responsibilities; and (2) each parent's right to access his or her child's school records. The IMDMA does not amend ISSRA or the School Code.

[17] Based upon 105 ILCS 5/10-20.40, written permission is not required annually; it is valid until a request for discontinuation of the use of biometric information is received or until the student reaches the age of 18. See sample exhibit 7:340-AP1, E5, *Biometric Information Collection Authorization*.

[18] Districts must reissue exhibit 7:340-AP1, E5, *Biometric Information Collection Authorization* to students turning 18 years of age during the school year. This is because all rights and privileges accorded to a parent under ISSRA become exclusively those of the student upon his or her 18th birthday, graduation from secondary school, marriage, or entry into military service, whichever comes first. 105 ILCS 10/2(g).

[19] State law contains two exceptions: (1) the individual who has legal custody/parental responsibility of the student or the student (if over the age of 18) consents to the disclosure; and (2) the disclosure is required by court order. 105 ILCS 5/10-20.40(b)(5).

[20] 105 ILCS 5/10-20.40(d). No notification to or approval from the district's local records commission, pursuant to the Local Records Act, is required to destroy student biometric information. See f/n 15 for a discussion about the terms *custody* and *parental responsibility*.

[21] Whether the student biometric information is an education record under FERPA or falls under an exception to an education record under FERPA is an issue about which school boards should consult their board attorney. Protected Health Information under the DHS's interpretations of HIPAA excludes education records covered by FERPA, and thus HIPAA requirements are not expected to be triggered by districts collecting student biometric information. However, before implementing policies and procedures to collect student biometric information, a board should discuss these issues with the board attorney.



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LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act; 34 C.F.R. Part 99.
50 ILCS 205/7, Local Records Act.
105 ILCS 5/10-20.12b, 5/10-20.40, ~~and~~ 5/14-1.01 et seq., and 5/26A-30.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 85/, Student Online Personal Protection Act.
325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.
750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.
23 Ill.Admin.Code Parts 226 and 375.
Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).
Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADMIN. PROC.: 7:15-E (Notification to Parents of Family Privacy Rights), 7:255-AP1 (Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340-AP1 (School Student Records), 7:340-AP1, E1 (Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records), 7:340-AP1, E3 (Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information), 7:340-AP1, E4 (Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information, 7:340-AP1, E5 (Biometric Information Collection Authorization), 7:340-AP2 (Storage and Destruction of School Student Records), 7:340-AP2, E1 (Letter Containing Schedule for Destruction of School Student Records)

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# Community Relations

## Visitors to and Conduct on School Property [1]

The following definitions apply to this policy:

**School property** - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. [2]

**Visitor** - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution. [3]

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

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the

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[1] State or federal law controls this policy's content. Boards may make and enforce reasonable rules of conduct and sportsmanship for school events and deny future admission to school events to violators for up to one year provided a notice and hearing are given. 105 ILCS 5/24-24. See f/n 20 below.

This policy contains an item 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.

[2] School-sponsored or school-sanctioned events or activities aligns with the text of 105 ILCS 5/27-23.7(a).

[3] This paragraph is up to the local board's discretion. Many public school buildings were built before school security was the concern it is now. A first step in creating a secure environment is to manage access to school buildings. Along with limiting the entrances that may be used, school officials should post signs with instructions for visitors and a warning to trespassers. Signs may be as simple as "Visitors Must Report to Office" and "No Trespassing – Violators will be Prosecuted." Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property); 5/21-1.2 (institutional vandalism); 5/21-3 (criminal trespass to real property); 5/21-5 (criminal trespass to State supported land); 5/21-5.5 (criminal trespass to a safe school zone); 5/21-9 (criminal trespass to a place of public amusement); 5/21-11 (distributing or delivering written or printed solicitation on school property). This sample policy identifies board members as visitors.

The following optional provisions must be modified according to local conditions:

**Option 1:** The Superintendent or designee may post certain school facilities for the community's use on non-school days when they are not being used for school purposes.

**Option 2:** The Superintendent or designee shall manage a program to allow community use of the following facilities on non-school days, during the daylight, provided they are not being used for school purposes: tennis courts, playground, and track.



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appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee. [4]

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person. [5]
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. [6]
4. Damage or threaten to damage another's property. [7]
5. Damage or deface school property. [8]
6. Violate any Illinois law,[9] or town or county ordinance.
7. Smoke or otherwise use tobacco products. [10]

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[4] 105 ILCS 5/14-8.02(g-5). See sample administrative procedure 6:120-AP2, *Access to Classrooms and Personnel*, and sample exhibit 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*.

[5] See e.g., 720 ILCS 5/12-2 (aggravated assault); 5/12-2(b)(9) (aggravated assault against a sports official or coach); 5/12-3.05(c) (aggravated battery on public property); 5/12-3.05(d)(3) (aggravated battery against a school employee); 5/12-9 (threats to public officials); 5/24-1.2 (discharge of a firearm).

[6] With one exception, a license to carry a firearm does not permit an individual to carry a concealed firearm on or into any building, real property, and/or parking area under the control of an elementary or secondary school, or any bus paid for in whole or part with public funds. 430 ILCS 66/65(a). The following optional provision adds that exception, which is a restatement of 430 ILCS 66/65(b), to the text in number 3:

> An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Other relevant weapons laws include 705 ILCS 405/5-407 (juvenile in possession of a firearm), 720 ILCS 5/24-9 (firearms; child protection); 720 ILCS 5/24-1(c) (unlawful use of weapons in schools); 720 ILCS 5/24-1.2, 5/24-3 (~~discharge of firearm and~~ unlawful delivery or sale of a firearm near school); 705 ILCS 405/5-130, 405/5-805 (minor 15 years or older who commits aggravated battery with a firearm at school is tried as an adult).

[7] See e.g., 720 ILCS 5/2-19.5 (definition of school), 5/16-1 (theft), 5/18-1 (robbery; aggravated robbery), 5/19-1 (burglary), and 21-1 (criminal damage to property).

[8] See e.g., 720 ILCS 5/21-1.01 (criminal damage to government supported property), 21-1.2 (institutional vandalism), and 21-1.3 (criminal defacement of property).

[9] See e.g., 720 ILCS 5/11-9.3 (presence within school zone by child sex offenders prohibited), 5/11-14 (prostitution), and 5/11-18, amended by P.A. 103-1071, eff. 7-1-25 (patronizing a ~~prostitute~~person engaged in the sex trade); 720 ILCS 5/21-11 (soliciting students to commit illegal acts).

[10] Required by 105 ILCS 5/10-20.5b and 410 ILCS 82/1 et seq. Federal law prohibits smoking inside schools (20 U.S.C. §7973); districts failing to comply with the federal no-smoking ban risk a civil penalty of up to $1000 per violation per day.



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8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug. [11]
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectible, regardless of when and/or where the use occurred. [12]
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*. [13]
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner). [14]
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive. [15]
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding. [16]
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

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[11] See 720 ILCS 570/407 (delivery of controlled substance on or within 1000 feet of a school) and 410 ILCS 705/ (Cannabis Regulation and Tax Act). See also the discussion in f/ns 5 and 6 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; this statement must be consistent with employee working conditions and employee conduct standards (see sample administrative procedure 5:120-AP2, *Employee Conduct Standards*).

[12] Each board and superintendent may want to engage in a conversation regarding how the district might partner with local law enforcement to enforce this policy and the penalties available under the Cannabis Regulation and Tax Act, e.g., posting signs barring community members from bringing in weapons, alcohol, cannabis, tobacco, etc. Signage reminding visitors of the policy may make it easier for staff and/or local law enforcement to enforce.

[13] Managing cannabis on district property and the school setting presents many unsettled and complex legal issues. To legally use medical cannabis in Illinois, an individual must first become a *registered qualifying patient*. The use of cannabis by a *registered qualifying patient* is permitted only in accordance with the Compassionate Use of Medical Cannabis Program Act (Medical Cannabis Program Act (MCPA)). 410 ILCS 130/. There are many situations in which no one, even a *registered qualifying patient*, may possess or use cannabis, including (a) in a school bus, (b) on the grounds of any preschool or primary or secondary school, or (c) in close physical proximity to anyone under the age of 18 years of age. 410 ILCS 130/30(a)(2), (3), and (4). However, *Ashley's Law*, 105 ILCS 5/22-33(b) and (g), allows parents/guardians and other *designated caregivers* to administer medical cannabis infused products to students who are *registered qualifying patients* at school or on the school bus, and requires school boards to adopt a policy to implement the law unless the district would lose federal funding. See sample policy 7:270, *Administering Medicines to Students* and its f/n 2~~1~~2~~1~~.

Remember that *Ashley's Law* requires the designated caregiver to remove the product from the school premises or the school bus after administering it to the student, so as a result, sample policy 7:270, *Administering Medicines to Students*, requires immediate removal of medical cannabis infused products after administering them to the student (see f/n 2~~7~~2~~6~~ of that policy for further discussions).

[14] See e.g., 720 ILCS 5/21.2-1 et seq. (interference with a public institution of education).

[15] See e.g., 625 ILCS 5/11-605 (special speed limit zones). 625 ILCS 5/12-610.1(e) prohibits wireless telephone use while operating a motor vehicle on a roadway in a school speed zone except for emergency purposes. 625 ILCS 5/12-803(f), added by P.A. 103-404, prohibits motor vehicle drivers from making contact with any portion of a stopped school bus or making contact with a school child within 30 feet of the school bus.

[16] The pivotal question in a negligence case is whether the defendant acted reasonably. A ban on roller-blading demonstrates that the district took reasonable steps to reduce the risk of injury.



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Convicted Child Sex Offender [17]

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

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

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

Exclusive Bargaining Representative Agent [18]

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

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[17] 720 ILCS 5/11-9.3(a). The definition of *child sex offender* is found at 720 ILCS 11-9.3(d), amended by P.A. 103-1071, eff. 7-1-25. The statute assigns the child sex offender the "duty to remain under the direct supervision of a school official." In order to ensure this happens and to protect students, the sample policy requires the superintendent, or designee who is a certified employee, to supervise a child sex offender whenever the offender is in a child's vicinity. See also the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75 - 154/105); sample policy 4:170, *Safety*; and sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*.

[18] 105 ILCS 5/24-25; 115 ILCS 5/3(c). If a provision contained in a collective bargaining agreement addresses this issue, it will supersede this policy for those covered employees. In such cases, the board policy should be amended to state, "Please refer to the applicable collective bargaining agreement." For employees whose collective bargaining agreement does not address this subject, the policy should reflect the board's current practice. Consult the board attorney about this subhead. It is an item on which collective bargaining may be required. Any policy that impacts wages, hours, or 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. Amend the language to reflect what is recommended by the board attorney.

The School Code permits bargaining representatives to meet with employees during *duty-free time* upon notice to the school office. The Ill. Educational Labor Relations Act expanded the rights of access by bargaining representatives to also include meeting with employees during the employee work day if the meeting: (1) is to investigate and discuss grievances and workplace-related complaints (no time limit is specified) or (2) is with a newly hired employee within the first two weeks of employment (or on a later date if mutually agreed upon by the employee and bargaining representative) for one hour or less. In those circumstances, the district may not dock employee pay or charge leave time. 115 ILCS 5/3(c). However, the access must be *reasonable* and "shall at all times be conducted in a manner so as not to impede normal operations." Id. Consult the board attorney for guidance regarding specific requests and whether, if granted, they would impede normal operations, e.g., requests for access to staff while they are performing instructional or supervisory duties. Determining whether normal operations are impeded will likely depend upon the position and duties of the employee in the district.



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Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act.[19] The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law.[20] The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below. [21]

Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain: [22]

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

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[19] 105 ILCS 5/24-25. Refusal to provide such information is a Class A misdemeanor.

[20] 105 ILCS 5/10-20.5 (rules), 5/10-22.10 (control and supervision of school houses and school grounds); 720 ILCS 5/21-3 (criminal trespass to real property), 5/21-5 (criminal trespass to State supported land), 5/21-5.5 (criminal trespass to a safe school zone). See f/n 3, above.

[21] See Nuding v. Cerro Gordo Comm. Unit Sch. Dist., 313 Ill. App.3d 344 (4th Dist. 2000) (board was authorized to ban parent from attending all school events and extracurricular activities by 105 ILCS 5/24-24 and to enforce conduct rules at its meetings by 105 ILCS 5/10-20.5; the ban was based on the parent's exposing a toy gun and a pocketknife at a board meeting); Jordan ex rel. Edwards v. O'Fallon Tp. High Sch. Dist., 302 Ill.App.3d 1070 (5th Dist. 1999) (105 ILCS 5/24-24 did not give a high school athlete the right, under the due process clause, to a notice and hearing before he could be suspended from participating in interscholastic athletics; the statute expands the schools' authority to ban people from attending school events for breaching conduct and sportsmanship code).

[22] 105 ILCS 5/24-24. If a violator is a student, the hearing should be held in a closed meeting. 5 ILCS 120/2(c)(9). Otherwise, a hearing regarding denial of admission to *school events or property* pursuant to 105 ILCS 5/24-24 may take place in an open meeting or in a closed meeting so long as the board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. Note: while 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, refers to *school events or property*, 105 ILCS 5/24-24 only authorizes boards to deny admission to athletic and extracurricular *events*. The term *events* is arguably broader than *property* as school events may take place offsite; consult the board attorney for guidance.

Some boards prefer an open meeting hearing to make it publicly known what alleged conduct could result in someone being denied admission to athletic or extracurricular events, while others prefer a closed meeting hearing so as not to provide a public platform to someone alleged to have engaged in prohibited conduct. Consult the board attorney to determine the best approach for the district and to ensure alignment with local practices and conditions.

This text aligns with 105 ILCS 5/24-24 and only requires a hearing for denying admission to *school events*. The court in Nuding (see f/n 20, above) did not specifically answer whether a board meeting qualified as a *school event* under 105 ILCS 5/24-24, but it upheld the board's right to enforce conduct rules at its meetings under 105 ILCS 5/10-20.5.

Consult the board attorney if the district would like to deny an individual admission to board meetings. This issue involves a balancing of a board's interest in the orderly transaction of its public business and the efficiency of its meetings against an individual's: (a) statutory rights to attend meetings and/or comment to and ask questions of the board (105 ILCS 5/10-16 and 5 ILCS 120/2.06(g)), and (b) constitutional freedoms and rights of speech, the press, assembly, and to petition the government (U.S. Constitution, First Amendment and Ill. Constitution, Art. I, §§ 1, 2, 4, and 5).



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4. Instructions on how to waive a hearing. [23]

LEGAL REF.: ~~Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).~~

20 U.S.C. §7971 et seq., Pro-Children Act of 2001.
Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).
105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).
115 ILCS 5/3(c), Ill. Educational Labor Relations Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 705/, Cannabis Tax and Regulation Act.
430 ILCS 66/, Firearm Concealed Carry Act.
720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

CROSS REF.: 2:200 (Types of School Board Meetings), 2:230 (Public Participation at School Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

**Commented [DJ1]:** Subscriber note: Moved to align with PRESS Legal Reference style.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[23] The hearing requirement is for the violator's benefit and, consequently, the violator should be able to waive it.



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# School Board

## Exhibit - Immediately Available District Public Records and Web-Posted Reports and Records [1]

[*For use by only those Districts that have websites*.]

The District's Freedom of Information Officer designates the public records that are listed in this table as being immediately available to the public. The records that are asterisked (*) are posted on the District's website and may be immediately inspected, downloaded, printed, and/or copied. Any asterisked public record is also immediately available for inspection or copying upon request at the District's administrative office during its regular business hours, provided any applicable fees are paid. Unless otherwise noted in the special instructions column, records not asterisked (*) will be provided within five business days as allowed by the Freedom of Information Act, provided any applicable fees are paid.

| **Web-posted records and information (use of an * is explained in the paragraph above this table)** | **Web-posting statutory reference and special instructions** |
|---|---|
| *Annual schedule of regular meetings for the current school year that are posted at the beginning of each calendar or fiscal year<br><br>*Public notice of each Board meeting that is posted at least 48 hours before the meeting and remains posted until the meeting is concluded<br><br>*Agenda of each regular meeting that is posted at least 48 hours before a meeting and remains posted until the meeting is concluded<br><br>**Note:** For school districts that do not post board meeting notices and/or agendas on a website (because they do not | 5 ILCS 120/2.02. |

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The footnotes should be removed before the material is used.

[1] This exhibit has two purposes: (1) to identify the data and documents that must be posted on a district's website, if the district has a website; and (2) to fulfill the requirement in the Freedom of Information Act (FOIA) for the district's FOIA officer to designate the public records that are immediately available to the public. 5 ILCS 140/3.5(a). Many attorneys agree that using the required items for web-posting is an easy and practical way for the FOIA Officer to develop a list of public records that are *immediately available*. Some attorneys prefer that the district also retain copies of its web-posted public records for immediate inspection and/or copying upon request at the administrative office. The introductory paragraph manages this issue by indicating that copies of certain identified public records will also be immediately available in the district's administrative office. This exhibit suggests identifying public records for immediate availability that are easily reproduced and stored, i.e., not voluminous. The FOIA Officer should customize this list as appropriate to the district's circumstances.

Districts may respond to a FOIA request for a public record published on the district website by directing the requester to the website. However, if the requester is unable to reasonably access the record, the requester may re-submit his or her request, and the district must then make the record available for inspection and copying. See 5 ILCS 140/8.5; see also reference in Ill. Public Access Counselor binding opinion 10-1. Consult the board attorney for ideas to manage the district's specific FOIA compliance issues.



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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| have a website maintained by a full-time staff member), the notice and agenda must be continuously available for public review during the entire 48-hour period preceding the meeting | |
| *Official open meeting minutes that are posted within 10 days of the Board's approval and remain posted for at least 60 days (required if the District has a website maintained by a full-time staff member) | 5 ILCS 120/2.06(b). |
| *Description of the District and its records including:<br>Summary of the District's purpose<br>Functional subdivisions<br>Total amount of operating budget<br>Number and location of all of its separate offices<br>Approximate number of full- and part-time employees (see also, salary and benefits information report for the Superintendent, administrators, and teachers, District's Statement of Affairs)<br>Identification and membership of the Board<br>Brief description of the methods whereby the public may request information and public records<br>Directory information for the Freedom of Information Officer<br>Address where requests for public records should be directed<br>Fees | 5 ILCS 140/4.<br>The District must prominently post the list at each administrative office and make it available for inspection and copying. |
| *A hyperlink to an email address(es) for members of the public to communicate with members of the Board | 50 ILCS 205/20.<br>The hyperlink must be easily accessible from the District's home page. |
| Annual budget for current fiscal year, itemized by receipts and expenditures | 105 ILCS 5/17-1.2.<br>This may be accomplished using the Ill. State Board of Education (ISBE) *School* |

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|---|---|
| | *District Budget Form* (50-36) or the summary pages from it. [2]<br><br>The District must notify its students' parents/guardians when the budget is web-posted along with its website address. |
| *Notice of a public hearing under the Truth in Taxation Law, when applicable (required if the District has a website maintained by a full-time staff member) | 35 ILCS 200/18-75, amended by P.A. 103-1018. The notice on the website must be posted for at least 30 consecutive days on or near the top of the District's website home page or on a page accessible through a direct link from the home page. The notice must be posted not more than 14 days nor less than seven days prior to the date of the public hearing. Id. at 18-80. |
| *Notice of public hearing on waiver or modification of a School Code mandate, when applicable | 105 ILCS 5/2-3.25g(c-5). The time, date, place, and general subject matter of the public hearing must be posted at least 14 days prior to the hearing. If the District is requesting to increase the fee charged for driver education authorized pursuant to 105 ILCS 5/7-24.2, the website information must include the proposed amount of the fee the ~~d~~District will request. See 2:20-E, *Waiver and Modification Request Resource Guide*. |
| *District Report Card and a Report Card for each School (the Report Cards will be provided by ISBE by Oct. 31 of each year, unless otherwise provided by law) | 105 ILCS 5/10-17a~~, amended by P.A.s 102-16 and 102-539~~.<br><br>Annually, no more than 30 calendar days after receiving the Report Cards from the State Superintendent, the District must: (1) present them at a regular Board meeting, (2) post them on the District's website, (3) make them available to a newspaper of general circulation serving the District, and |

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[2] For school officials who are concerned that some of their district's constituents may not have the proper software to access these documents, ISBE provides links to free *viewer or reader* products that support the ISBE School District Budget Form (50-36). These products can be downloaded and used to access the budget as posted on the district's website. See www.isbe.net/Pages/School-District-Joint-Agreement.aspx.



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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| | (4) upon request, send them home to parents/guardians. 105 ILCS 5/10-17a(5).<br><br>The District also must send a written notice home to parents/guardians stating: (1) that the Report Cards are available on the website, (2) the website's address, (3) that a printed copy will be sent upon request, and (4) the telephone number to request a printed copy. Id. |
| *Hyperlink to ISBE's Expanded High School Snapshot Report | 105 ILCS 5/10-17a(7), added by P.A. 103-503. The hyperlink must be displayed in a manner that is easily accessible to the public. ISBE is required to prepare a stand-alone report covering high schools beginning 10-31-27 and by Oct. 31 of each subsequent year. |
| *The District's discipline plan and progress on the plan, in the event the District is identified by ISBE to be in the top 20% (for three consecutive years) of districts for out-of-school suspensions, out-of-school expulsions, or racial disproportionality in the use of out-of-school suspensions and expulsions | 105 ILCS 5/2-3.162.<br><br>If the District is required to submit a plan to ISBE, it must be approved at a public board meeting and posted on the District's website. Within one year after being identified by ISBE, the District must submit to ISBE and post on its website a progress report describing implementation of the plan and the results achieved. |
| *A list of all contracts in excess of $25,000 and any contracts with an exclusive bargaining representative | 105 ILCS 5/10-20.44.<br><br>There is no statutory timeline for web-posting.<br><br>Each year, in conjunction with the submission of the Statement of Affairs to ISBE, before Dec. 1, the District must submit to ISBE an annual report on all contracts over $25,000 awarded during the previous fiscal year. |
| *Contract(s) with any commercial driver training school(s) for driver education | 105 ILCS 5/27-24.2.<br><br>The District is required to web-post this document if it has a website. If the District has no website, it must make the contract available upon request. |

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|---|---|
| Annual Statement of Affairs | 105 ILCS 5/10-17.<br><br>The District is not required to web-post this document. It must, annually by Dec. 1, submit the Statement to ISBE for posting on ISBE's website, have copies of the Statement available in the main administrative office, and publish a summary of the Statement in a newspaper of general circulation published in the District. |
| *Fiscal Efficiency Report, summarizing the District's attempts to improve fiscal efficiency through shared services or outsourcing in the prior fiscal year | 105 ILCS 5/17-1.1~~, amended by P.A. 102-1088~~.<br><br>The report must be: (1) approved by the Board at an open meeting,[3] and (2) primarily in checklist form and approximately one page in length. |
| Beginning in levy year 2022, if the District has an aggregate property tax levy greater than $5,000,000, it will make good faith efforts to electronically publish the following data from all vendors and subcontractors doing business with the District:<br><br>Whether the vendor or subcontractor is minority-owned, women-owned, or veteran-owned<br><br>Whether the vendor or subcontractor holds a certification as a minority-owned, women-owned, or veteran-owned business as defined in 30 ILCS 575/, or if they are self-certifying; and<br><br>If the vendor self-certifies, whether it qualifies as a small business under federal Small Business Administration standards (See www.sba.gov/federal-contracting/contracting-guide/size-standards). | 35 ILCS 200/18-50.2~~, added by P.A. 102-265~~.<br><br>The law does not define *electronically publish*; website posting is a means of compliance. This item is not asterisked should the District choose to electronically publish the information offline. |
| *Notice of a public hearing at which the Board will consider closing a school, when applicable | 105 ILCS 5/10-22.13. The notice of the public hearing must be provided at least 10 |

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[3] 105 ILCS 5/17-1.1~~, amended by P.A. 102-1088,~~ specifies that the report must be approved by the board at an "open meeting that allows for public comment." The public comment qualification is omitted here because it is redundant; all open meetings must have a period during which the public can offer comments. See sample policy 2:230, *Public Participation at School Board Meetings and Petitions to the Board*. This report is included in a district's annual financial report as the *Report on Shared Services or Outsourcing*. See www.isbe.net/Pages/Annual-Financial-Report.aspx.



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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| | days prior to the hearing and include the time, date, place, and name or description of the school building that the Board is considering closing. |
| *Explanation of the data elements of *covered information*[4] that the District collects, maintains, or discloses to any person, entity, third party, or governmental agency.<br><br>*A description of the procedures[5] that parents/guardians may use to carry out their rights under 105 ILCS 85/33(c)(1), (2), & (3), including the right to:<br><br>Inspect and review their child's covered information<br><br>Request a paper or electronic copy of their child's covered information<br><br>Request corrections for factual inaccuracies contained in their child's covered information | 105 ILCS 85/27(a)(1).<br><br>The explanation of data elements of covered information must be clear and understandable by a layperson and cover the following: (1) how the District uses the covered information; (2) to whom or what entities the District discloses the covered information; and (3) for what purpose the District discloses the covered information.<br><br>The explanation of data elements and description of parent rights procedures must be updated by Jan. 31 and July 31 each year, as needed. |
| *A list of operators with whom the District has written agreements and the following for each operator:<br><br>Copy of the agreement<br><br>Business address<br><br>List of any subcontractors to whom covered information may be disclosed or a link to a page on the operator's website that clearly lists the subcontractors | 105 ILCS 85/27(a)(2) & (3).<br><br>The District must post new operator contracts and an explanation of the data elements of covered information disclosed to the operator (see immediate row above) within 10 business days after entering into the contract. 105 ILCS 85/27(c).<br><br>This list must also be updated by Jan. 31 and July 31 each year, as needed. |
| *A list of *breaches* of covered information maintained by the school or an operator involving 10% or more of the District's student enrollment. The list must include: | 105 ILCS 85/27(a)(5). |

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[4] *Covered information* means personally identifiable information or material (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's/guardian's use of the operator's site, service or application for K-12 school purposes; (2) created by or provided to an operator by an employee or agent of the District; or (3) gathered by an operator through the operation of its site, service, or application. 105 ILCS 85/5. *Operators* are entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and used for K-12 school purposes. Id. See sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*, for additional information regarding posting requirements under Student Online Personal Protection Act, 105 ILCS 85/, and sample exhibit 7:345-AP, E1, *Student Covered Information Reporting Form*, for a sample reporting format.

[5] See sample exhibit 7:345-AP, E4, *Notice of Parent Rights Regarding Student Covered Information*. Districts may choose to, but are not required to, include a description of these procedures in a student handbook.



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| **Web-posted records and information (use of an * is explained in the paragraph above this table)** | **Web-posting statutory reference and special instructions** |
|---|---|
| Number of students whose covered information was involved in the breach, unless the breach involved *personal information* as defined in the Personal Information Protection Act, 815 ILCS 530/5, in which case the number of students involved may not be disclosed<br><br>Date, estimated date, or estimated date range of the breach<br><br>Name of the operator, if applicable | The District must update breach information by Jan. 31 and July 31 each year, and it must remain on the District's website for at least five years after the District adds it to the list. Breaches that occurred (or were estimated to have occurred) prior to 7-1-21 or breaches that were posted more than five years prior to updating the current list do not need to be posted. [6] |
| *Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*<br><br>*Information developed as a result of the evaluation and assessment of the bullying policy's outcomes and effectiveness | 105 ILCS 5/27-23.7(b)(10) and (11). |
| *~~Title IX notice of nondiscrimination~~ Contact information for the District's Title IX Coordinator(s) and Board policies 2:260, *Uniform Grievance Procedure*; and 2:265, *Title IX Grievance Procedure* | 34 C.F.R. §106.8.<br><br>~~See the **Notice of Nondiscrimination** subhead of sample administrative procedure 2:265-AP1, *Title IX Response*, for a sample notice of nondiscrimination and nondiscrimination statement meeting the minimum requirements of Title IX regulations.~~ |
| T~~itle IX t~~raining materials for any individuals designated as Title IX Coordinator(s), investigators, decision-makers, and informal resolution facilitators | 34 C.F.R. §106. 45(b)(10)(i)(D)~~8(f)(3). Title IX training materials must, upon request, be made available for inspection only (not copying) by members of the public~~.<br><br>Naming only the training provider and course does not meet this requirement. The U.S. Dept. of Education (DOE) requires training materials to be publicly available "so that a district's approach to training Title IX personnel may be transparently |

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[6] 105 ILCS 85/27(d) states that individual notification to the parent/guardian of a child whose covered information was breached may be delayed if a law enforcement agency determines that notification will interfere with a criminal investigation and provides the District with a written request for a delay of notice. This basis for delay does not specifically apply to the more general website notification of a breach, however, such a delay may also be warranted depending upon the circumstances. Consult the board attorney for guidance on this issue.



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| | viewed by the [district's] educational community and the public, including for the purpose of holding a [district] accountable for using training materials that comply with [Title IX] regulations." 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. |
| *Board policy 7:20, *Harassment of Students Prohibited*, and age-appropriate explanations of its contents in student handbook(s) | 105 ILCS 5/10-20.69.<br><br>The District must have an age-appropriate policy on sexual harassment (1) in the student handbook(s), (2) posted on the District's website, and (3) posted in any other area where policies, rules and standards of conduct are posted in each school. |
| *Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and procedures for requesting supportive services | 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. Copies must be made available to students and parents/guardians at no cost at each school.<br><br>Procedures for requesting supportive services that are available at the building level and on building-specific websites should include the building-level Article 26A Resource Person's name and contact information. See administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. |
| *Board policy 7:290, *Suicide and Depression Awareness and Prevention* | 105 ILCS 5/2-3.166~~, amended by P.A. 102-267~~. |

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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| *Contact information for the National Suicide Prevention Lifeline (988) and Crisis Text Line (Text 741741), if the District does not issue student identification cards to all students | 105 ILCS 5/10-20.81, ~~added by P.A. 102-416 and renumbered by P.A. 102-813,~~ amended by P.A. 103-143. |
| *Administrator and Teacher Salary and Benefits Report (itemized salary report for the Superintendent and all administrators and teachers); *benefits* includes, without limitation, vacation days, sick days, bonuses, annuities, and retirement enhancements | 105 ILCS 5/10-20.47. [7]<br>Annually on or before Oct. 1: (1) the information must be presented at a regular Board meeting and posted on the District's website, and (2) after the Board meeting at which the information was presented, the Report must be provided to ISBE. |
| All records pertaining to the creation, alteration or revision of school attendance areas shall be open to the public | 105 ILCS 5/10-21.3.<br>This law also requires school attendance areas to be periodically revised, if necessary, to prevent or eliminate segregation by color, race, or nationality.<br>See Board policy 7:30, *Student Assignment and Intra-District Transfer*. |
| *Vacancies for teaching positions in a subject shortage area, before hiring a retired teacher to any such position | 40 ILCS 5/16-150.1, amended by P.A.~~s 102-440 and~~ 103-588.<br>The District must, on an ongoing basis, post the vacancy for a period of at least 90 days during the six months preceding either the fall or spring term for which it seeks to employ a retired teacher in a subject shortage area. This posting requirement is in effect for employment ending no later than June 30, 2027. |
| *Information regarding a Severance Agreement entered into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination | 50 ILCS 205/3c.<br>Within 72 hours of Board approval, the District must post: (1) the name/title of person receiving payment under the severance agreement, (2) the amount of payment, (3) that the employee or contractor was found to have engaged in |

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[7] 105 ILCS 5/10-20.47 does not specify whether a district must provide employee names as part of its salary and benefits report. The general practice of districts has been to include names in the report. Consult the board attorney for guidance.



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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| | sexual harassment or sexual discrimination, as applicable, and (4) the date, time, and location of the meeting at which the agreement was approved.<br><br>**Note:** The Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2), prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if the employee is fired by the board for *misconduct*, which includes sexual harassment and/or discrimination. Id. at 415/5. For more discussion about the reconciling these laws, see f/n 7 in sample policy 2:260, *Uniform Grievance Procedure*. |
| *As an employer that participates in the Ill. Municipal Retirement Fund (IMRF), a compensation report for employees who have a total compensation package that exceeds $75,000 per year; *total compensation package* means salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted | 5 ILCS 120/7.3.<br><br>The report must be posted within six business days after the District approves a budget. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information.<br><br>The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., Teachers' Retirement System (TRS) participants. |
| *As an employer that participates in the IMRF, a compensation report for employees who have a total compensation package that is equal to or in excess of $150,000 per year; total compensation package means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted | 5 ILCS 120/7.3.<br><br>The report must be posted at least six days before the District approves an employee's total compensation package that is equal to or in excess of $150,000. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information. |

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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| | The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., TRS participants. |
| *As an employer that participates in IMRF, a link to information posted on the IMRF website at: www.imrf.org/en/about-imrf/transparency/employer-cost-and-participation-information | 40 ILCS 5/7-135.5. |
| *Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* | 105 ILCS 5/22-85.5(e)~~, added by P.A. 102-676~~. |
| *A description of activities to address intergroup conflict (an optional program authorized by 105 ILCS 27-23.6) | 105 ILCS 5/27-23.6(c). |
| The total number of personnel with a school support personnel endorsement, and for each endorsement area:<br>1. Those actively employed by the District on a full-time basis;<br>2. Those actively employed by the District on a part-time basis; and<br>3. Those actively employed by a special education cooperative providing services to students in the District | 105 ILCS 5/10-20.80~~, added by P.A. 102-302 and renumbered by P.A. 102-813~~.<br>Annually by Dec. 1, the District must report its school support personnel information as of Oct. 1 to ISBE and web-post it. |
| The total number of students enrolled in the District and of that total, the number of students with an individualized education program (IEP) or Section 504 plan | 105 ILCS 5/2-3.182~~, added by P.A. 102-302 and renumbered by P.A. 102-813~~.<br>Annually by Dec. 1, ISBE must make the enrollment information available on its website based on the District's enrollment information as of Oct. 1. |
| *Notice that students with disabilities who do not qualify for an IEP may qualify for services under Section 504 | 105 ILCS 5/14-6.01~~, amended by P.A. 102-1072~~. The notice shall: (1) identify the location and phone number of the District office or employee to whom inquiries about the identification, assessment, and placement of children with disabilities should be directed, and (2) inform parents/guardians who are deaf or do not typically communicate using spoken English that they are entitled to the services |

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|---|---|
| | of an interpreter when participating in a Section 504 meeting. |
| *Class size reporting that includes the information described in 105 ILCS 5/2-3.136a:<br>1. The total number of *teachers* actively employed in the District, listed by individual school;<br>2. The *pupil-teacher ratio* for the District;<br>3. The number of *class instructors*, by grade level and subject;<br>4. The *class size* for each *class* and *class section* at each school in the District and the total number of classes or class sections in each school that exceed the class size guidelines under 105 ILCS 5/18-8.15(b)(2) (evidence-based funding core teacher ratios). | 105 ILCS 5/10-20.70. Annually, the District must report its class size information, which ISBE must make available on its website by Jan. 31 (see www.isbe.net/Pages/class-size-report.aspx). See 105 ILCS 5/2-3.136a for definitions of the italicized terms. |
| *Names of Board members who have completed professional development leadership training | 105 ILCS 5/10-16a~~, amended by P.A. 102-638,~~ requires the District to post on its website the names of all Board members who have completed professional development leadership training. The web-posting may be expanded to log all Board members' training and development activities.<br><br>5 ILCS 120/1.05(b) and (c) require each Board member to complete training on the Open Meetings Act. After completing the training, each Board member must file a copy of their certificate of completion with the Board.<br><br>105 ILCS 5/24-16.5 requires each Board member to complete a training program on performance evaluations before voting on a dismissal based on a performance evaluation pursuant to the Performance Evaluation Reform Act. |
| Immunization data reported to ISBE by each Nov. 15 | 105 ILCS 5/27-8.1(6).<br><br>By Dec. 1, the District must annually make the immunization *data* that it must report to ISBE each year publicly available. The data, not its format, must be identical to the data reported to ISBE. Boards have control |

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|---|---|
| | over the method(s) used to make this data publicly available. One method is to instruct the reader to ask for the data directly from ISBE. |
| Information on mental health issues and local treatment resources | The Ill. House of Representatives encouraged this in HR 478 (99th General Assembly, 5-31-15). |
| *All reliable assessments, scored by entities other than the District that are administered in each of the District's schools | 105 ILCS 5/22-82(b).<br>These must be made available to parents and/or guardians through the District's website or paper handouts. |
| *The District's Remote and/or Blended Remote Learning Day Plan, when the Governor has declared a public health emergency pursuant to 20 ILCS 3305/7. | 105 ILCS 5/10-30(6). |
| *When the Board allows for student participation in registered apprenticeship programs:<br>1. Notification to students and parents of the opportunities for registered apprenticeships, which includes the following statements:<br>a. Students may participate in any registered apprenticeship program listed by the District, and<br>b. Students may find a registered, but not listed, apprenticeship program with a business or organization if a registered apprenticeship program is not offered in the District.<br>2. Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* (specifically, the section titled **Registered Apprenticeship Program**)<br>3. A form for a parent/guardian to request that when their child successfully completes a registered apprenticeship program, it be substituted for a course | 23 Ill.Admin.Code §255.200(b)(4) and (c). |
| *If offered by the District, identification of the curriculum the District uses to provide comprehensive personal health and safety and comprehensive sexual health education (National Sex Education Standards (NSES)), the scope and sequence of these instructional | 105 ILCS 5/27-9.1a~~, added by P.A. 102-522~~. |


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| Web-posted records and information (use of an * is explained in the paragraph above this table) | Web-posting statutory reference and special instructions |
|---|---|
| materials, and the name and contact information, including an email address, of a school staff member who can respond to inquiries about instruction and materials | |
| *Board policy 6:135, *Accelerated Placement Program* | 23 Ill.Admin.Code §227.60(a). |
| *Board policy 7:70, *Attendance and Truancy* | 23 Ill.Admin.Code §207.20(b). |
| *Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited* | 105 ILCS 5/22-95, added by P.A. 103-472. |
| *The name(s) of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District. | 105 ILCS 5/2-3.163(c), amended by P.A. 103-504.<br>Every public school must designate at least one employee to take the Ill. Dept. of Human Services' PUNS training. Id. See Board policy 5:100, *Staff Development Program*. |
| *If the District has one or more school buses equipped with an automated traffic law enforcement system, notice to drivers that its buses are so equipped. | 625 ILCS 5/11-208.9(m). |
| *Type 1 diabetes informational material. | 105 ILCS 5/2-3.204 (final citation pending), added by P.A. 103-641. The informational materials to be posted are those made available on ISBE's website. |
| *Local postsecondary and career expectations framework | 105 ILCS 5/10-20.84(a). The framework must be available at a prominent location on the District's website. |

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# School Board

## Exhibit – Title IX 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 Grievance Procedure*, implemented by administrative procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX 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.

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The footnotes should be removed before the material is used.

[1] This sample exhibit must be customized to ensure alignment with the district's policies, procedures, and practices.



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**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 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 administrative procedure 2:265-AP2, *Formal Title IX 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 administrative procedure 2:265-AP2, *Formal Title IX 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


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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 work[2] 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 policies[3] to determine if they require additional action by the District in addition to or at the exclusion of policy 2:265, *Title IX 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; Code of Professional 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.

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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 13 in sample policy 5:90, *Abused and Neglected Child Reporting*.



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- 7:185, *Teen Dating Violence Prohibited*. This policy prohibits students 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.
- 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.
- 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. This policy requires that support services be provided to students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A. It also provides a complaint resolution procedure to address alleged violations of 105 ILCS 5/26A.

**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)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36).
    - *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)(11).
    - *Domestic violence* includes any felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who: (1) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; (2) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (3) shares a child in common with the victim; or (4) commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction. 34 U.S.C. §12291(a)(12).
    - *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)(36).

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# General Personnel

## Exhibit - Employee Expense Reimbursement Form

*Submit to the Superintendent*. ***Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements.*** *Please print and attach receipts for all expenditures*.

Name: _____ Title/Office: _____

Destination: _____ Purpose: _____

Departure Date: _____ Return Date: _____

☐ **Receipts attached** Request Date: _____

☐ **Estimated expenses attached** (*Completed 5:60-E2, Employee Estimated Expense Approval Form) (pre-approval is required for federal and state grants*).

☐ **Approved expense advancement (voucher) attached, if applicable*** (*Completed 5:60-E2, Employee Estimated Expense Approval Form.*)

**ACTUAL EXPENSE REPORT**

*Employees will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, employees will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 5:60, *Expenses*.

Auto Travel Allowance: _____ per mile

| Date | Auto Mileage Miles | Cost | Transp. Expenses | Lodging | Meals or Per Diem Bkfst \| Lunch \| Dinner | | | Other Item | Cost | Daily Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| **Subtotal** | | | | | | | | | | |
| **Advances** | | | | | | | | | | – |
| **TOTAL** (*A negative amount indicates refund due from employee.*) | | | | | | | | | | **$** |

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**Superintendent or Designee:**
(*below maximum allowable amount*)

☐ **Approved** ☐ **Denied**
☐ **Approved in Part**
☐ **Grant Funding Source** (if applicable):_____

_____ _____
Superintendent or Designee Signature Date

Comments: _____
_____
_____
_____

**School Board Action** (*exceeds maximum allowable amount*):

☐ **Approved** ☐ **Denied**
☐ **Approved in Part**
☐ **Grant Funding Source** (if applicable):_____

_____ _____
Employee Signature Date

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# General Personnel

## Exhibit - Employee Estimated Expense Approval Form

*Submit to the Superintendent*. ***Use of this form is required (1) by 2:125-E3, Resolution to Regulate Expense Reimbursements and (2) for pre-approval of expenses to be charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act.*** *Please print*.

Name: _____ Title/Office: _____

Travel Destination: _____ Purpose: _____

☐ **Estimated Expenses Approval Requested** (50 ILCS 150/20 or grant expenditure)

☐ **Travel is grant-related*** (specify grant): _____

☐ **Purchase Order Requested** Purchase Order #: _____

☐ **Expense Advancement Voucher Requested** (105 ILCS 5/10-22.32)

Voucher Amount: _____

**ESTIMATED EXPENSE REPORT**

**Departure date: _____ Return date: _____**

Auto Travel Allowance: _____ per mile

***Grant-related travel only***: *Except for mileage and other transportation expenses, expense reimbursement/per diem is only allowed if on official travel status for 12 hours or more. If lodging at or below the applicable rate cannot be identified, please indicate below and attach at least three quotes for review.*

| Date | Auto Mileage Miles | Auto Mileage Cost | Transp. Expenses | Lodging | Meals or Per Diem Bkfst | Meals or Per Diem Lunch | Meals or Per Diem Dinner | Other Item | Other Cost | Daily Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| **Total** | | | | | | | | | | **$** |

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**Superintendent or Designee** (*below maximum allowable amount*):

☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

_____ _____

Superintendent or Designee Signature Date

Comments: _____

_____

_____

_____

**School Board Action** (*exceeds maximum allowable amount*):

☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

_____ _____

Employee Signature Date

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# Students

## Exhibit - Student Handbook Checklist

The Checklist contains mandatory and recommended notices that schools should give to their students and the students' parents/guardians.[1] *Mandatory* means the notices are legally required. *Recommended* means including the notices are a best practice. The Checklist is in the IASB Policy Reference Manual (PRM) format, and it lists corresponding policies, procedures, and exhibits in numerical order within each sub-headed category. A corresponding citation to the Ill. Principals Association **Online Model Student Handbook (MSH)** is also listed, if one exists. Any handbook should be reviewed by the Board Attorney before distribution to ensure that all mandatory notices are included as this Checklist is subject to change without notice. This Checklist is not a substitute for legal advice.

### Mandatory Notices

Student Services

| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Transportation | 4:110, *Transportation* | 4.10, *Bus Transportation* |
| Transportation reimbursement eligibility and dispute resolution<br><br>**Note**: this program has been withdrawn due to lack of funding | 4:110, *Transportation* | 4.10, *Bus Transportation* |
| Eligibility criteria for free and reduced lunch | 4:130, *Free and Reduced-Price Food Services*<br><br>4:130-E, *Free and Reduced-Price Food Services; Meal Charge Notifications* | 1.210, *Free and Reduced-Price Food Services; Meal Charge Notifications*<br><br>3.10, *Fees, Fines & Charges; Waiver of Student Fees* |
| Waiver of school fees along with the fee waiver application form | 4:140, *Waiver of Student Fees*<br><br>4:140-AP, *Fines, Fees, and Charges - Waiver of Student Fees* | 3.10, *Fees, Fines & Charges; Waiver of Student Fees*<br><br>3.10-E1, *Application for Fee Waiver* |

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The footnotes should be removed before the material is used.

[1] In its continuing commitment to help school districts comply with legal requirements for all policies and procedures, the Ill. Principals Association (IPA) in conjunction with the Ill. Association of School Boards' (IASB) **PRESS**, have prepared this checklist to assist school administrators in preparing their student handbooks. A special thank you also goes to the law firm of Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP for allowing IPA and IASB to cross check this *Student Handbook Checklist* against its annual version.



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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 4:140-E1, *Application for Fee Waiver*<br>4:140-E3, *Response to Application for Fee Waiver, Appeal, and Response to Appeal* | |
| School Wellness<br>(required if the District participates in the National School Lunch Program or Breakfast Program) | 6:50, *School Wellness* | |
| Alternative learning opportunities | 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program* | 2.90, *Credit for Proficiency, Non-District Experiences, Couse Substitutions and Accelerated Placement* |
| Notification to parents/guardians of English Learners regarding their child's placement in, and information about, the District's English Learners programs | 6:160, English Learners | 12.60, *English Learners* |
| Parental involvement under Title I (only when the district receives Title I funds) | 6:170, *Title 1 Programs*<br>6:170-AP1, *Checklist of Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs*<br>6:170-AP1, E1, *District-Level Parent and Family Engagement Compact*<br>6:170-AP1, E2, *School-Level Parent and Family Engagement Compact*<br>6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws* | 12.130, *Parent Notices Required by the Every Student Succeeds Act* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notice to parents required by the Elementary and Secondary Education Act | 6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws* | 12.130, *Parent Notices Required by the Every Student Succeeds Act* |
| Surveys that request personal information from students | 7:15, *Student and Family Privacy Rights* | 11.10, *Student Privacy Protections* |
| Birth certificate requirements for enrollment | 7:50, *School Admissions and Student Transfers To and From Non-District Schools*<br>7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools* | |
| Dental examinations (K, 2nd, 6th, and 9th grade students) | 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students* | 5.10, *Immunization, Health, Eye & Dental Examination* |
| Eye examinations (K and students enrolling in public school for the first time only) | 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students* | 5.10, *Immunization, Health, Eye & Dental Examination* |
| Vaccinations (influenza) | 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students* | 5.10, *Immunization, Health, Eye & Dental Examination* |
| Administration of medications (includes asthma inhalers and epinephrine injectors, opioid antagonists, and glucagon) | 7:270, *Administering Medicines to Students*<br>7:270-AP1, *Dispensing Medication*<br>7:270-E1, *School Medication Authorization Form* | 5.20, *Student Medication*<br>5.20-E1, *Student Medication Authorization Form* |
| Names of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District. | 5:100, *Staff Development Program* | 10.70, *PUNS Database Information for Students and Parents or Guardians* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notice of instruction in recognizing and avoiding sexual abuse | 6:60-AP1, *Comprehensive Health Education Program*<br>6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs* | 12.40, *Family Life & Sex Education Classes*<br>12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction* |
| Free appropriate public education to students with disabilities<br><br>Special education services to eligible children whether or not enrolled in the District | 6:120, *Education of Children with Disabilities*<br>6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities* (downloadable from IASB website, www.iasb.com)<br>6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights* | 10.10, *Education of Children with Disabilities* |
| Counseling options for students who are affected by sexual abuse and grooming behavior, along with options for victims of sexual abuse and grooming behavior to obtain assistance and intervention<br>The availability of counseling for students 12 years of age and older without parent/guardian consent under 405 ILCS 5/3-550 | 7:250, *Student Support Services*<br>7:250-AP2, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs* | 5.30, *Guidance and Counseling* |
| Support services for students who are parents, expectant parents, or victims of domestic or sexual violence<br>Names and contact information of the Article 26A Resource Person in each school within the District | 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*<br>7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* | 5.80, *Ensuring Student Success Act* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* | |
| Opportunities for registered apprenticeship programs for students in grades 9-12 who are 16 years or older | 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* | 2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement* |

Student Responsibilities

| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| IHSA policy on banned substances (required only for IHSA schools) | 6:190, *Extracurricular and Co-Curricular Activities*<br>6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities*<br>7:240, *Conduct Code for Participants in Extracurricular Activities*<br>7:240-AP1, *Code of Conduct for Extracurricular Activities* | 9.10, *Extracurricular and Athletic Activities Code of Conduct* |
| Absenteeism and truancy | 7:70, *Attendance and Truancy* | 2.10, *Attendance*<br>2.50, *Truancy* |
| Statement of district ownership of and right to search student lockers | 7:140, *Search and Seizure* | 8.10, *Search and Seizure* |
| Search procedures for school grounds and lockers | 7:140, *Search and Seizure* | 8.10, *Search and Seizure* |
| Notification regarding access to student accounts or profiles on social networking websites | 7:140, *Search and Seizure*<br>7:140-E, *Letter to Parents/Guardians Regarding the Right to Privacy in the School Setting Act* | 8.10, *Search and Seizure* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Bullying prohibited and reporting encouraged | 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* | 6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment*<br>6.40-E1, *Aggressive Behavior Reporting Letter and Form* |
| Teen dating violence prohibited and reporting encouraged | 7:185, *Teen Dating Violence Prohibited* | 6.45, *Sexual Harassment & Teen Dating Violence Prohibited* |
| Prohibition of electronic paging devices and making threat by Internet | 7:190, *Student Behavior* | 6.30, *Student Behavior* |
| All prohibited conduct in the school discipline code, including, but not limited to:<br>1. Controlled substances<br>2. Firearms and other weapons<br>3. E-cigarettes<br>4. Gangs and gang-related activity<br>5. Sexting prohibited | 4:170-AP2, E4, *Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting*<br>7:190, *Student Behavior*<br>7:190-AP5, *Student Handbook - Electronic Devices*<br>7:190-AP6, *Guidelines for Investigating Sexting Allegations* | 6.30, *Student Behavior* |
| Inform parents/guardians when their child engaged in aggressive behavior along with the school's early intervention procedures | 7:190-E1, *Aggressive Behavior Reporting Letter and Form* | 6.40-E1, *Aggressive Behavior Reporting Letter and Form* |
| Suspension and expulsion, and due process requirements | 7:200, *Suspension Procedures*<br>7:210, *Expulsion Procedures* | 6.30-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form*<br>6.30-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form* |
| School bus safety | 7:220, *Bus Conduct* | 4.10, *Bus Transportation* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 4:110-AP3, *School Bus Safety Rules* | 4.15-E, *School Bus Safety Rules* |
| Videotape surveillance of buses (if applicable) | 7:220, *Bus Conduct*<br>7:220-AP, *Electronic Recordings on School Buses* | 4.10, *Bus Transportation* |
| Behavior interventions (these may be developed through the Spec. Ed. Coop if the district belongs to one) | 7:230, *Misconduct by Students With Disabilities* | 10.20, *Discipline of Students with Disabilities* |
| Dress code | 7:160, *Student Appearance* | 1.170, *Student Appearance*<br>6.20, *School Dress Code & Student Appearance* |
| All other conduct prohibited by Board policy - school discipline code | 7:190, *Student Behavior* | 6.30, *Student Behavior* |

Student Rights

| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notice of ~~prohibition of~~ contact information for non-discrimination ~~on the basis of sex under~~ and Title IX~~; that inquiries may be directed to the District Title IX Coordinator, the U.S. Dept. of Education's Office for Civil Rights or both; contact information for the Title IX Coordinator; how to locate board policy;~~ coordinator(s) and how to make reports or complaints of ~~sex~~ discrimination or sexual harassment | 2:260, *Uniform Grievance Procedure*<br>2:265, *Title IX Grievance Procedure*<br>2:265-AP1, *Title IX Response* | 1.50, *Equal Educational Opportunities and Sex Equity*<br>6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment* |
| Prohibition of discrimination on the basis of race, color, national origin, sex, sexual orientation, ancestry, age, religious beliefs, physical or mental disability, status as homeless, or actual or potential marital or parental status, including pregnancy | 7:10, *Equal Educational Opportunities*<br>2:265, *Title IX Grievance Procedure* | 1.50, *Equal Educational Opportunities and Sex Equity* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Sex equity and grievance procedures | 2:260, *Uniform Grievance Procedure*<br>2:265, *Title IX Grievance Procedure*<br>7:10, *Equal Educational Opportunities*<br>7:20, *Harassment of Students Prohibited* | 1.50, *Equal Educational Opportunities and Sex Equity* |
| Sexual harassment prohibited and grievance procedures and age-appropriate information about the sexual harassment policy | 2:260, *Uniform Grievance Procedure*<br>2:265, *Title IX Grievance Procedure*<br>7:20, *Harassment of Students Prohibited*<br>7:185, *Teen Dating Violence Prohibited* | 6.45, *Sexual Harassment & Teen Dating Violence Prohibited* |
| Board policy prohibiting discrimination and harassment based on race, color, and national origin, and retaliation, and an accessible and age-appropriate summary of the policy | 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited* | 6.42, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited* |
| Notify parents of their right to request their child's classroom teachers' qualifications | 5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications* | 12.130, *Parent Notices Required by the Every Student Succeeds Act* |
| Educational rights of homeless students in the location where homeless children receive services | 6:140, *Education of Homeless Children*<br>6:140-AP, *Education of Homeless Children* | 12.30, *Homeless Child's Right to Education* |
| Notice of parent/guardian and student rights under the Protection of Pupil Rights Act | 7:15, *Student and Family Privacy Rights*<br>7:15-E, *Notification to Parents of Family Privacy Rights* | 11.10, *Student Privacy Protections* |
| Notice to parents/guardians about social network passwords | 7:140, *Search and Seizure*<br>7:140- E, *Letter to Parents/Guardians Regarding* | 6.70, *Access to Student Social Networking Passwords & Websites* |

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| Mandatory Topics | IASB PRM | IPA MSH |
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| | *the Right to Privacy in the School Setting Act* | |
| Notice concerning privacy and access rights to school student records | 7:340, *Student Records*<br>7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*<br>7:340-AP1, E2, *Using a Photograph or Video Recording of a Student* | 11.20, *Student Records* |
| Disclosure of directory information | 7:340-AP1, *E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*<br>7:340-AP1, E2, *Using a Photograph or Video Recording of a Student* | 11.20, *Student Records* |
| Information classified as directory information and for objecting to disclosure of information | 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records* | 11.20, *Student Records* |
| Military recruiting | 7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information*<br>7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information* | 11.20, *Student Records* |
| Student biometric information (when applicable) | 7:340, *Student Records*<br>7:340-AP1, E5, *Biometric Information Collection Authorization* | 11.30, *Student Biometric Information* |
| Notice to parents/guardians concerning student data collected by schools and operators under the | 7:345-AP, E2, *Student Data Privacy; Notice to Parents About Educational Technology Vendors* | 7.40, *Annual Notice to Parents about Educational Technology Vendors Under the Student* |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Student Online Personal Protection Act | | *Online Personal Protection Act* |
| Notice of disability accommodation | 8:70, A*ccommodating Individuals with Disabilities* | 1.110, *Accommodating Individuals with Disabilities* |

General Information

| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notice before a pesticide application | 4:160, *Environmental Quality of Buildings and Grounds*<br>4:160-AP, *Environmental Quality of Buildings and Grounds* | 12.80, *Pesticide Application Notice* |
| Availability of information concerning sex offenders | 4:175-AP1, *Criminal Offender Notification Laws; Screening*<br>4:175-AP1, E1, *Informing Parents/Guardians About Offender Community Notification Laws* | 12.110, *Sex Offender Notification Law* |
| School bus safety | 4:110-AP3, *School Bus Safety Rules* | 4.10, *Bus Transportation* |
| Asbestos management plan, notice of availability | | |
| Notice to parents/guardians and staff of IHSA's online training video about hands-only CPR and AED | 4:170, *Safety*<br>4:170-AP6, E1, *School Staff AED Notification Letter* | |
| Evidence-informed educational information for parents/guardians on the warning signs of child sexual abuse and grooming, and assistance, referral, or resource information | 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors* | 1.180, *Awareness and Prevention of Child Sexual Abuse, Grooming Behaviors, and Boundary Violations* |
| Contact information for the National Suicide Prevention Lifeline, the Crisis Text Line, and either the Safe2Help Illinois helpline and/or a local suicide prevention hotline | 7:290, *Suicide and Depression Awareness and Prevention*<br>7:290-AP, *Resource Guide for Implementation of Suicide and* | |

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| Mandatory Topics | IASB PRM | IPA MSH |
|---|---|---|
| | *Depression Awareness and Prevention Program* | |
| Notice that a student athlete and his/her parent must sign acknowledgement of receiving the concussion policy (required only for IHSA schools) | 7:305, *Student Athlete Concussions and Head Injuries*<br>7:305-AP, *Program for Managing Student Athlete Concussions and Head Injuries* | 9.30, *Student Athlete Concussions and Head Injuries* |
| School visitation rights notice | 8:95-E1, *Letter Notifying Parents/Guardians of School Visitation Rights*<br>8:95-E2, Verification of School Visitation | 12.70, *School Visitation Rights* |
| Ill. State Board of Elections one-page document explaining voter registration process, available at www.elections.il.gov/ (high schools only) | | |
| Employee code of professional conduct | 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* | 1.185, *Faith's Law Notifications* |
| Notice to parents/guardians of the availability of the Ill. State Board of Education's *Sexual Abuse Response and Prevention Resource Guide*, at www.isbe.net/Documents/Faiths-Law-Resource-Guide.pdf | 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* | 1.200, *Sexual Abuse Response and Prevention Resource Guide* |

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**Recommended Notices**

Student Services

| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| Information regarding waiver of student fees | 4:140, *Waiver of Student Fees* | 3.10, *Fees, Fines & Charges; Waiver of Student Fees* |
| Fire drill program, building specific plan | 4:170, *Safety*<br>4:170-AP1, *Comprehensive Safety and Security Plan* | 5.40, *Safety Drill Procedures and Conduct* |



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| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| School safety plans, including severe weather and injury or sudden illness | 4:170, *Safety*<br>4:170-AP1, *Comprehensive Safety and Security Plan*<br>4:170-AP1, E1, *Accident or Injury Form* | 2.100, *Home and Hospital Instruction* |
| School violence prevention program, including threat assessment teams | 4:190, *Targeted School Violence Prevention Program*<br>4:190-AP2, *Threat Assessment Team (TAT)* | 5.70, *Targeted School Violence Prevention Program*<br>5.70-E, *Targeted School Violence Prevention and Threat Assessment Education* |
| Home and hospital instruction | 6:150, *Home and Hospital Instruction* | 2.100, *Home and Hospital Instruction* |
| Student residency and tuition | 7:60, *Residence*<br>7:60-AP1, *Challenging a Student's Residence Status*<br>7:60-AP2, *Establishing Student Residency*<br>7:60-AP2, E1, *Letter of Residence from Landlord in Lieu of Lease*<br>7:60-AP2, E2, *Letter of Residence to be Used When the Person Seeking to Enroll a Student is Living with a District Resident*<br>7:60-AP2, E3, *Evidence of Non-Parent's Custody, Control and Responsibility of a Student* | |
| Parking, building specific | 7:140, *Search and Seizure* | 4.20, *Parking* |
| Health and school counselor and social work access | 7:250, *Student Support Services* | 5.30, *Guidance & Counseling* |
| Communicable and infectious disease | 7:280, *Communicable and Chronic Infectious Disease* | 5.50, *Communicable Disease*<br>5.60, *Head Lice* |

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| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 7:280-AP, *Managing Students with Communicable or Infectious Diseases* | |
| Students with diabetes | 6:120-AP4, *Care of Students with Diabetes* | 1.130, *Care of Students with Diabetes*<br>1.130-E1, *Authorization to Provide Diabetic Care* |
| Medical cannabis administration | 7:270-E2, *School Medication Authorization Form - Medical Cannabis* | 5.20, *Student Medication* |
| Anaphylaxis prevention and response | 7:285, *Anaphylaxis Prevention, Response, and Management Program*<br>7:285-AP, *Anaphylaxis Prevention, Response, and Management Program* | 1.190, *Prevention of Anaphylaxis* |
| Telephone use, building specific | | |

Student Programs

| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| Weighted grades | 6:280-AP, *Evaluating and Reporting Student Achievement* | |
| District philosophy and goals | 1:30, *School District Philosophy*<br>3:10, *Goals and Objectives*<br>6:10, *Educational Philosophy and Objectives* | |
| Remote Learning and/or e-learning program(s) | 6:20, *School Year Calendar and Day*<br>6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*<br>6:185, *Remote Educational Program* | |
| Anti-bias curriculum | 6:60, *Curriculum Content* | |

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| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| Driver education eligibility and requirements (high schools only) | 6:60, *Curriculum Content* | |
| Parental objections to sex education, family life instruction, and sexually transmitted diseases | 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and /or Opt-outs* | 12.40, *Family Life & Sex Education Classes*<br>12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction* |
| Biking and Walking Safety Education | 6:60-AP1, E2, *Resources for Biking and Walking Safety Education* | |
| Accelerated placement availability | 6:135, *Accelerated Placement Program* | 2:90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement* |
| Adaptive physical education program exemption | 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* | 2.80, *Exemption from PE Requirement (Regular Education)* |
| Bilingual education availability | 6:160, *English Learners* | 12.60, *English Learners* |
| Co-curricular activities | 6:190, *Extracurricular and Co-Curricular Activities* | 9.10, *Extracurricular and Athletic Activities Code of Conduct* |
| "No Pass, No Play" | 6:190, *Extracurricular and Co-Curricular Activities*<br>6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities* | 9.10, *Extracurricular and Athletic Activities Code of Conduct* |
| Parental right to review instructional materials | 6:210, *Instructional Materials* | 11.10, *Student Privacy Protections* |
| Acceptable use and Internet safety | 6:235, *Access to Electronic Networks*<br>6:235-AP1, *Acceptable Use of the District's Electronic Networks* | 7.10, *Acceptable Use of the District's Electronic Networks* |

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| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks*<br>6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks* | 7.10-E1, *Student Authorization for Access to the District's Electronic Networks* |
| Social promotion | 6:280, *Grading and Promotion*<br>6:280-AP, *Evaluating and Reporting Student Achievement* | 2.60, *Grading and Promotion* |
| High school graduation requirements (high schools only) | 6:300, *Graduation Requirements* | 2.120, *High School Graduation Requirements* |
| Right of students with IEP to participate in graduation ceremony (high schools only) | 6:300, *Graduation Requirements* | 10.40, *Certificate of High School Completion* |
| Physical education, including waiver of required classes | 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* | 2.80, *Exemption from PE Requirement (Regular Education)*<br>10.30, *Exemption from PE Requirement (Special Education)* |
| Class schedules, building specific | | |
| Schedule of testing programs, building specific | 6:340, *Student Testing and Assessment Program* | |
| Student distribution of non-curricular material | 7:310, *Restrictions on Publications; Elementary Schools*<br>7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools*<br>7:315, *Restrictions on Publications; High Schools*<br>7:315-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools* | 7.20, *Guidelines for Student Distribution of Non-School Sponsored Publications*<br>7.27, *Access to Non-School Sponsored Publications* |

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General Information

| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| School calendar | 6:20, *School Year Calendar and Day* | |
| Field trip | 6:240, *Field Trips*<br>6:240-AP, *Field Trip Guidelines* | 6.60, *Field Trips* |
| Release time for religious instruction/observance | 7:80, *Release Time for Religious Instruction/Observance* | 2.30, *Release Time for Religious Instruction and Observance* |
| Release time for students voting in elections | 7:90, *Release During School Hours* | |
| Extracurricular drug and alcohol testing (if applicable) | 7:240-AP2, *Extracurricular Drug and Alcohol Testing Program*<br>7:240-AP2, E1, *Consent to Participate in Extracurricular Drug and Alcohol Testing Program* | 9.10, *Extracurricular and Athletic Activities Code of Conduct* |
| Eligibility to remove college entrance exams from student transcripts | 7:340, *Student Records* | 11.20, *Student Records* |
| Equal access to school facilities | 8:20, *Community Use of School Facilities* | |
| Identification and registration of persons entering the school building | 8:30, *Visitors to and Conduct on School Property* | 1.40, *Visitors* |
| Statement that the handbook is:<br>1. Only a summary of board policies governing the district; board policies are available to the public at the district office<br>2. A document that may be amended during the year without notice<br>3. Is a communication tool of all policies to persons expected to execute and comply with them | 2:240, *Board Policy Development* | 1.20, *Student/Parent Handbook Acknowledgement and Pledge*<br>1.30, *General School Information* |
| Address of District offices, list of administrators, and contact information | 2:250, *Access to District Public Records* | 1.30, *General School Information* |

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| Recommended Topics | IASB PRM | IPA MSH |
|---|---|---|
| | 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records* | |
| Board members' names | 2:250, *Access to District Public Records*<br>2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records* | 1.30, *General School Information* |
| List of District school addresses | 2:250, *Access to District Public Records*<br>2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records* | 1.30, *General School Information* |

Special Circumstance Notifications

| Special Circumstance Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notification for unsafe school transfer choice | 4:170, *Safety*<br>4:170-AP5, *Unsafe School Choice Option* | 12.100, *Unsafe School Choice Option* |

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| Special Circumstance Topics | IASB PRM | IPA MSH |
|---|---|---|
| Notification of right to review teachers' qualifications | 5:190, *Teacher Qualifications*<br>5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications*<br>5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements*<br>5:190-E3, *Letter to Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements for the Grade Level and Subject Area of Assignment* | 12.130, *Parent Notices Required by the Every Student Succeeds Act* |
| Notice when:<br>1. Student is being taught by a teacher who is not highly qualified,<br>2. School identified as in need of improvement,<br>3. Schools are identified for corrective action,<br>4. Schools are identified for restructuring,<br>5. There is eligibility for supplemental educational services, and<br>6. The district offers voluntary school choice, if applicable | 5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements*<br>6:15, *School Accountability* | |
| Credit for proficiency | 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program* | 2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement* |

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# Students

## Exhibit - Notice of Expulsion Hearing

Dear Parent(s)/Guardian(s):

Due to the act(s) of gross disobedience or misconduct described herein, a recommendation has been made to the School Board to expel your child from school. The School Code allows the School Board to expel a student for a definite time period not to exceed two (2) calendar years, as determined on a case-by-case basis.

Student Incident Date

**Student handbook rule(s) and/or Board policy violated:**

**Length of the proposed expulsion:**

**Description of the incident and a justification for a recommendation of expulsion:** This information is contained in the *Long Term Out-of-School Suspension (4-10 days) Reporting Form* attached to this letter. If there was no long-~~ ~~term suspension, the specific acts of gross disobedience or misconduct resulting in recommendation to expel are described in the attached sheet.

**The following additional efforts to resolve threats or disruptions and minimize the length of out-of-school suspensions were also provided:**

**Evidence will be presented and the Board will decide:**

1. Whether removing your child from his or her learning environment is in the best interest of the school;
2. ~~What t~~The rationale ~~is~~ for the specific duration of the recommended expulsion;
3. Whether all appropriate and available behavioral and disciplinary interventions were exhausted; and
4. Whether your child's continuing presence in school would either: (a) pose a threat to the safety of other students, staff, or members of the school community, or (b) substantially disrupt, impede, or interfere with the operation of the school.

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| **You are requested to appear at a hearing before the School Board or a hearing officer acting on the Board's behalf to determine if your child should be expelled from school.** | | |
|---|---|---|
| **Hearing Date** | **Time** | **Location** |

At the expulsion hearing, the Board or its hearing officer will consider evidence concerning whether your child is guilty of gross disobedience or misconduct as charged and should be expelled from school. The hearing will be held in closed session. At this hearing you have each of the following rights:

1. To be present.
2. To appear with a representative of your choice and at your expense for your child throughout the proceedings. Your representative may address the Board or its hearing officer~~be represented by counsel~~. You must inform the District if your child will appear with a representative~~be represented by an attorney~~ and, if so, the ~~attorney~~representative's name and contact information.
3. ~~2.~~3. To be accompanied by a support person of your choice and at your expense for your child throughout the proceedings. You must inform the District if your child will be accompanied by a support person and, if so, the support person's name and contact information.
4. ~~3. To offer evidence.~~
5. ~~4. To present witnesses and cross-examine witnesses who testify.~~
6. ~~5.~~4. To offer evidence.
7. ~~6.~~5. To present witnesses and cross-examine witnesses who testify.
   *If the hearing involves allegations of sexual violence by the student, insert the following:* However, please note that because the hearing involves allegations of sexual violence by your child, neither your child nor your child's representative shall directly question nor have direct contact with the alleged victim. Your child or your child's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim.
8. ~~7.~~6. To present other reasons why your child should not be expelled, including any factor to be considered in mitigation. Such factors may include, if applicable, your child's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

Please be advised that your child's representative and/or support person must comply with any hearing rules and may be prohibited from further participation if they violate District rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing.

After presentation of evidence or receipt of the hearing officer's report, the Board will decide the issue of guilt and take such actions as it finds appropriate.

Superintendent _____ Date _____

cc: School Board


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enclosure: Copy of 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form*, or a list of the specific acts of gross disobedience or misconduct

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# Students

## Exhibit - Application and Procedures to Involve Students in Fundraising Activities

*To be submitted to the Building Principal*

Organization Name _____ School _____

Activity _____ Activity Dates _____

**This application must be approved before involving students in a fundraising activity.** Only the following organizations are permitted to involve students in fundraising activities while they are on school grounds during school hours or during any school activity: (*check at least one box*)

- ☐ School-sponsored student organization; **or**
- ☐ Parent organizations and booster clubs that are recognized pursuant to Board policy 8:90, *Parent Organizations and Booster Clubs*.

**Describe how students will be involved in the fundraising activity, including whether they will be asked to buy or sell items:**

_____

**Will the proposed activity involve selling food or beverage items to students on campus during the school day?**

- ☐ Yes – An approval may be contingent on the availability of an *exempted fundraising day*; please attach an exact description of what you propose to sell including the nutritional analysis.
- ☐ No – Food and beverage items will not be sold to students on campus during the school day.

**Fundraising efforts must not conflict with instructional activities or programs.** Sales booths during a school activity or lunch are permissible.

What, if any, activity will be done while students are on school premises?

_____

**Student participation must be voluntary.** Penalties for failure to participate are prohibited.

Describe student incentives for participation: _____

**Fundraising efforts should not burden students, their families, citizens, or merchants by being too frequent.**

When and what was the last fundraising activity done by this organization or club?

_____

**Local ordinances must be followed, merchants must approve of any activities on their property, and students must conduct themselves as ambassadors for their s~~S~~chool.**



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How will students be informed? _____

**Student safety must be paramount.**

How will students be kept safe if fundraising activities occur away from school?

_____

☐ Not applicable – all student involvement occurs at school.

**Sales or service campaigns to raise money should offer appropriate merchandise or services.**

Describe the merchandise or services students will be asked to sell or perform:

_____

**For school-sponsored student organizations, a school staff member must supervise the fundraising activities in addition to any other adult volunteers.**

List all of the adult sponsors, including staff members and non-staff adult volunteers:

_____

☐ Not applicable - activity is not being proposed by a school-sponsored student organization.

**For school-sponsored student organizations, the student activity funds treasurer must safeguard the financial accounts.**

Is this agreeable? ☐ Yes ☐ No

☐ Not applicable – activity is not being proposed by a school-sponsored student organization.

**Parent organizations and booster clubs are governed by ~~School~~ Board policy 8:90, *Parent Organizations and Booster Clubs*.**

Is the organization prepared to abide by this policy? _____

☐ Not applicable – activity is not being proposed by a parent organization or booster club.

**The fundraising efforts must be to support the organization's purposes and/or activities, the general welfare, a charitable cause, or the educational experiences of students generally.**

Describe how funds raised through the proposed activity will be used:

_____

If the activity will help fund a trip or overnight excursion, describe the travel plans:

_____

**The funds must be used to the maximum extent possible for the designated purpose.**

Is this agreeable? ☐ Yes ☐ No

**Fundraising efforts that solicit donor messages for placement on school property must follow the District's viewpoint neutral guidelines for the creation of messages.**

Is this agreeable? ☐ Yes ☐ No

☐ Not applicable – activity being proposed will not solicit donor messages.

I agree to abide by the conditions stated in this application and agree to adhere to all Board policies and administrative procedures.



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| | |
|---|---|
| Applicant name (*please print*) | Telephone number |
| Address | Email address |
| Applicant signature | Date |

The Building Principal will base his or her decision on the information being provided in this form as well as other criteria deemed important. (*Note to Building Principal: after approving or denying this application, return a copy of it to the person making the request, send the original to the Superintendent, and retain a copy at the ~~S~~school.*)

☐ **Approved** ☐ **Denied**

| | |
|---|---|
| Building Principal or designee | Date |

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# Community Relations

## Exhibit - Letter to Parent Regarding Visits to School by Child Sex Offenders

Date:

Dear Parent/Guardian:

Student's Name (*Please print*) School

State law places restrictions on child sex offenders' access to school property. See 720 ILCS 5/11-9.3. It prohibits a child sex offender from knowingly being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender: (1) is a parent/guardian of a student and the parent/guardian is: (a) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (b) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (c) attending conferences to discuss other student issues concerning his or her child (such as retention and promotion) and notifies the Building Principal of his or her presence at the school~~;~~ or ~~(~~2~~)~~ has permission to be present from the Superintendent or the School Board. If permission is granted, ~~and~~ the Superintendent or Board President must~~have~~ inform~~ed~~ the Building Principal where the offender will be, the nature of the offender's visit, and the hours in which the offender will be present in the school. A child sex offender must notify the Building Principal's office upon arrival on school property, ~~present on school property must~~ remain under the direct supervision of a school official at all times, and notify the Building Principal's office upon departure from school property. A child sex offender who violates these provisions of the law is guilty of a Class 4 felony.

Instructions for Child Sex Offenders

To lawfully visit school property, a child sex offender must complete 8:30-E2, *Child Sex Offender's Request for Permission to Visit School Property*, for each visit to school property.

Sincerely,

School Administrator

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# Community Relations

## Exhibit - Child Sex Offender's Request for Permission to Visit School Property

State law places restrictions on child sex offenders' access to school property. See 720 ILCS 5/11-9.3. If you are a child sex offender, you must complete this form to lawfully visit school property whenever students are present. After a decision is made whether to grant or deny your request for permission to visit, a copy will be returned to you. This information will be kept in the District's main office as well as in the Building Principal's office where you are seeking permission to visit.

| | |
|---|---|
| Name (*Please print*) | Address |
| Signature | Date |
| School (Visit Location) | Date and Time of Visit |

Complete the following if you are a parent/guardian of a student attending the above-listed school.

I request permission to visit the school for the following reason(s):

- ☐ To attend a conference with school personnel to discuss the academic or social progress of my child.
- ☐ To participate in my child's review conference in which evaluation and placement decisions may be made with respect to my child regarding special education services.
- ☐ To attend a conference to discuss other student issues concerning my child such as retention and promotion.
- ☐ Other (*Please be specific*):_____

Complete the following if you are **not** a parent/guardian of a student who attends the school you are requesting to visit.

- ☐ I request permission to visit the school for the following reason(s) (*Please be specific*):___

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*The following is to be completed by District personnel only:*

☐ **Permission Granted** ☐ **Permission Denied**

Date Signature (*Superintendent, Designee, or Board President*)

**Visit Supervision** (*To be completed by the staff member supervising the child sex offender*)

Supervisor's Name (*Please print*) _____

Visitor's Time In _____ Visitor's Time Out _____

Date Supervisor's Signature

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# School Board

## Administrative Procedure - Superintendent Committees

The Superintendent or designee creates Superintendent or administrative committees as deemed necessary, makes all appointments, and directs all activities. A Superintendent or administrative committee reports directly to the Superintendent or designated administrator who directs its activities. The Superintendent or designee should consult the Board Attorney (a) concerning whether any of these committees must comply with the Open Meetings Act (OMA), and/or (b) to receive guidance for ensuring that the meetings either comply with OMA requirements or do not trigger OMA.[1] Unless otherwise indicated, the listed Superintendent or administrative committees are optional.~~:~~

Communicable and Chronic Infectious Disease Program Task Force

This task force assists in the development and review of a chronic and infectious disease program consistent with the District's policies and State and federal laws and regulations, and reports directly to the Superintendent or designee. Appointments are made to the task force only if the Superintendent or designee determines that its input is desirable. See Board policies 5:40, *Communicable and Chronic Infectious Disease* (addressing personnel); and 7:280, *Communicable and Chronic Infectious Disease* (addressing students).

Task force members include the Superintendent or designee, the District medical advisor, a school nurse, and representatives from the School Board, local health department, PTA or PTO, the professional staff, and other employee groups.

Communicable and Chronic Infectious Disease Review Team

This review team monitors those employees and students who have a communicable and chronic infectious disease, and:

1. Reviews individual medical case histories.
2. Recommends the most appropriate educational setting for a student, which may include temporary removal from and return to the regular educational setting.
3. Recommends the most appropriate work setting for an employee; this may include retention in his/her present position, transfer to another position, or temporary excusal from or return to his/her work assignment.

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[1] Superintendent and administrative committees are generally not governed by the Open Meetings Act (OMA), but the operation and function of specific committees may make the Act applicable. For example, any committee, whether superintendent or board, having as members at least a majority of the quorum (three out of seven) of the board, will be subject to OMA. 5 ILCS 120/1.02. For a five-member board, OMA is applicable when a quorum of board members (three out of five) sit on a committee. Id. Other factors that determine whether a committee is governed by OMA include "who appoints the members of the entity, the formality of their appointment, and whether they are paid for their tenure; the entity's assigned duties, including duties reflected in the entity's by-laws or authorizing statute; whether its role is solely advisory or whether it also has a deliberative or investigative function; whether the entity is subject to government control or otherwise accountable to any public body; whether the group has a budget; its place within the larger organization or institution of which it is a part; and the impact of decisions or recommendations that the group makes." Univ. Prof'ls v. Stukel, 344 Ill.App.3d 856, 865 (1st Dist. 2003).



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Team members may include the District's medical advisor, a school nurse, the Building Principal, and the Superintendent or designee. [2]

The review team is guided by the Board's policies, Ill. Dept. of Public Health (IDPH) rules and regulations, and all other applicable State and federal laws. It reports directly to the Superintendent or designee. See also Board policies 5:40, *Communicable and Chronic Infectious Disease*; and 7:280, *Communicable and Chronic Infectious Disease*. The review team consults the employee's or the student's personal physician and local health department officials before making any recommendations.

The Communicable and Chronic Infectious Disease Review Team respects the privacy rights of each employee and student and takes such precautions as may be necessary to secure confidentiality.

Anaphylaxis Prevention, Response, and Management Committee

This committee develops and implements the District's Anaphylaxis Prevention, Response, and Management Program and reports directly to the Superintendent or designee. It monitors the program and establishes a schedule to ensure the Superintendent reports on the program's effectiveness to the Board at least once every three years. See Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, based upon the Ill. State Board of Education (ISBE) Anaphylaxis Response Policy for Illinois Schools at: www.isbe.net/Documents/Anaphylactic-policy.pdf.

Committee members may include District-level administrators, Building Principals, the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, **Part C, District Safety Coordinator and Safety Team; Responsibilities**), District 504 Coordinator (see exhibit~~policy~~ 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights ~~Education of Children with Disabilities~~*), staff members, parents/guardians, community members, and students.

Employee Substance Abuse Prevention Committee

This committee makes recommendations directly to the Superintendent or designee regarding the issues of employee substance abuse and resulting employee conduct standards, and:

1. Cooperates with community and State agencies on substance abuse programs.
2. Gathers information about substance abuse and suggests methods to disseminate it to employees.
3. Develops a support network that encourages employees to self-refer for treatment and suggests procedures for early identification and treatment.
4. Recommends procedures that would protect the privacy of employees while taking into consideration any directives from the Board to the Superintendent regarding the District's obligation to provide a safe environment and to ensure high-quality performance, which may include but not be limited to:
    a. Securing training for designated district employees to educate them to identify symptoms of being impaired by or under the influence of substances prohibited by policy. For guidance about what impaired by or under the influence of means, see:
        i. Footnote ~~discussions in~~ numbers five and six in Board policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*;

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The footnotes should be removed before the material is used.

[2] The team members listed align with prior joint guidance of the Ill. State Board of Education (ISBE) and the Ill. Dept. of Public Health. See https://wordpress.uchospitals.edu/infectionprevention/files/2011/05/IDPH-Chronic-ID-in-schoolchildren.pdf ~~www.isbe.net/Pages/Special-Education-Administrators.aspx~~.


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ii. 625 ILCS 5/11-501.2 and 5/11-501.9, ~~amended by P.A. 101-27~~ (chemical and other tests, validity, etc., a/k/a *field sobriety tests*);

iii. 410 ILCS 705/10-50(d)~~, added by P.A. 101-27~~ ("An employer may consider an employee to be impaired or under the influence of cannabis if the employer has a *good faith belief* that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.") (**Note:** Consult the Board Attorney about identifying cannabis use); and

iv. Professional development opportunities in the area, e.g., local law enforcement agencies may be a place to begin.

b. Implementing a reasonable suspicion and/or drug testing[3] program(s) to enhance the District's ability to identify and discipline employees suspected of being impaired by and/or under the influence of prohibited substances. **Note:** Consult the Board Attorney before implementing any drug-testing program(s) or disciplining employees based upon the results of these programs. Drug testing will likely assist the District with the challenges of identifying cannabis-related issues, but the science behind impairment identification and behavioral testing for cannabis impairment is new and emerging.

c. Addressing expectations for employees in positions of leadership who are perpetually on call[4] due to the nature of their positions and responsibilities.

d. Holding licensed educators to a higher standard than non-licensed employees due to their professional code of conduct expectations.

e. Holding employees working directly with students to a higher standard than employees not working directly with students.

f. Recommends a method to explicitly inform employees of the consequences of violating the District's policy.

g. Recommends best practices for discipline of employees who are suspected of violating or are violating the District's policy. [5]

Committee members may include the Superintendent or designee, the District's medical advisor/medical review officer, and employee representatives from both professional and educational

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[3] The best practice for ensuring the strongest defense when disciplining an employee for undertaking tasks while being impaired by and/or under the influence of prohibited substances is a confirmed, positive~~,~~ drug test used in combination with reasonable suspicion of impairment. Drug testing may be cost prohibitive and disruptive for school districts while also presenting several other legal considerations, including possible collective bargaining implications upon request by the employee representative. For example, while the Americans with Disabilities Act allows the results of such tests to be used as the basis for disciplinary action (42 U.S.C. §12114; 29 C.F.R. §1630.16(c)), drug tests may still violate other laws, e.g., Title VI and the Rehabilitation Act (42 U.S.C. §2000e et seq.; and 29 U.S.C. §701 et seq.). Identifying and disciplining employees for cannabis use on a drug test alone may present a unique set of challenges because cannabis can remain in a person's system for weeks.

[4] See f/n 3 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*.

[5] Consult the board attorney regarding any disciplinary action explored for employees based solely on a positive cannabis test result. Employee discipline is an item on which collective bargaining may be required.



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support personnel. The committee is guided by Board policies, administrative procedures, and relevant State and federal statutes. See Board policies 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest;* and administrative procedure 5:120-AP2, *Employee Conduct Standards*.

Pandemic Planning Team

This team builds a strong relationship with the local health department and emergency medical agencies and uses their assistance to develop and implement a comprehensive pandemic influenza school action plan and build awareness of the final plan among staff, students, and the community. See Board policy 4:180, *Pandemic Preparedness; Management; and Recovery*, and its procedures.

Team members may include one or two Board members, administrators, and staff members. The team~~It~~ reports directly to the Superintendent or designee.

Sex Equity Committee

This committee supports the District's efforts to eliminate sexual harassment by advising the Superintendent or designee on prevention, intervention, and education. Committee members may include community representatives, District administrators, teachers, and students. See Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 7:10, *Equal Educational Opportunities*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

School Violence Prevention Team

This team builds awareness about and supports the development and implementation of the District's:

1. Targeted School Violence Prevention Program. See Board policy 4:190, *Targeted School Violence Prevention Program*, and administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*.
2. Anti-bullying program, as appropriate. See Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and administrative procedure 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*.

All Building Principals or their designees must serve on this team.[6] Other team members may include the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, Part C, *District Safety Coordinator and Safety Team; Responsibilities*), law enforcement representatives, the Board Attorney, District psychologist(s), mental health workers and/or social service agencies, faith leaders, community members, and students. The team~~It~~ reports directly to the Superintendent or designee.

Transitional Bilingual Education (TBE) Programs Parent Advisory Committee [7]

This committee is required. The committee maximizes the practical involvement of parents/guardians of students in the District's TBE program(s). Its purpose is to:

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[6] Including building principals on this team aligns with administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*, which provides that "Building Principals are mandatory for successful implementation" of a Targeted School Violence Prevention Plan.

[7] 105 ILCS 5/14C-10.



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1. Afford parents/guardians the opportunity to effectively express their views; and
2. Ensure that the District's program(s) are planned, operated, and evaluated with the involvement of, and in consultation with, parents/guardians of students served by the program(s).

All Building Principals or their designees serve on this team.[8] Other committee members must include parents/guardians of students enrolled in the District's TBE program(s), transitional bilingual education teachers, counselors, and representatives from community groups. A majority of the committee members (or if the District has multiple committees, each committee) must be parents/guardians of students enrolled in the District's TBE program(s). [9]

This committee must elect officers, establish internal rules, guidelines, and procedures.[10] It reports directly to the Superintendent or designee.

Title I Parent Advisory Committee

This committee is required if the District receives or desires to receive Title I funds. See Board policy 6:170, *Title I Programs*; administrative procedure 6:170-AP1, E1, *District-Level Parent and Family Engagement Compact*; 20 U.S.C. §§6312(a)(1)(A), 6318(a)(2)(F). The committee supports the development and implementation of the District's Title I plan. Its activities may include, at the Superintendent or designee's directive:

1. Facilitating the active involvement of parents/guardians in their children's academic success by such activities as coordinating Title I parent-teacher conferences, providing information to help parents/guardians assist their children, coordinating volunteer or paid participation by parents/guardians in school activities, and establishing a process to respond to parents/guardians' inquiries and recommendations.
2. Distributing Title I informational materials.
3. Consulting on~~regarding~~ the District's Title I Plan.
4. Supporting the implementation of Board policy 6:170, *Title I Programs*.

Committee members include parents/guardians and family members of Title I children.[11] It reports directly to the Superintendent or designee.

PERA (Performance Educational Reform Act) Joint Committee and the RIF (Reduction in Force) Joint Committee [12]

Each committee listed below is required until its function has been fulfilled.

1. **PERA joint committee**. This mandatory committee develops a plan for incorporating data and indicators of student growth into the evaluation plan. The joint committee is "composed of equal representation selected by the district and its teachers, or where applicable, the exclusive bargaining representative of its teachers." 105 ILCS 5/24A-4(b). If, within 180 calendar days of the committee's first meeting, the committee does not reach an agreement on the plan, the

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[8] Optional. If building principals do not serve on this committee and the district deletes this sentence, amend the next sentence's introductory words as follows: "~~Other c~~Committee members must include …".

[9] 105 ILCS 5/14C-10.

[10] Id.

[11] Inclusion of parents/guardians and family members of Title I children on this committee aligns with 20 U.S.C. §6318(a)(2)(A), which requires a district to involve them in the joint development of a district's plan to help low-achieving children meet challenging achievement and academic standards, and in the development of comprehensive and targeted support and improvement plans.

[12] These committees are not subject to OMA. 105 ILCS 5/24A-4(b) and 105 ILCS 5/24-12(c).



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District must implement ISBE's model evaluation plan with respect to the use of data and indicators on student growth. The amendment of an evaluation plan continues to be a mandatory subject of bargaining. This committee also agrees to the panel of qualified evaluators that reviews appeals of unsatisfactory performance ratings and determines the criteria for successful appeals.[13] 105 ILCS 5/24A-5.5. This committee must also ~~establish~~: (a) establish a teacher evaluation plan that ensures that each tenured teacher whose performance is rated as either excellent or proficient is evaluated at least once in the course of the three school years after receipt of the rating, and (b) implement an informal teacher observation plan established by ISBE rule and by agreement of this committee to ensure that each tenured teacher in this category is at least informally observed at least once in the course of the two school years after receipt of the excellent or proficient rating. 105 ILCS 5/24A-5~~, amended by P.A. 102-252~~.

2. **RIF joint committee**. This mandatory committee convenes annually to consider issues identified in the statute concerning the selection of teachers for layoff. 105 ILCS 5/24-12(c). On or before December 1 of each year, the RIF joint committee must be established and must hold its first meeting. It is composed of individuals appointed by the Board and the teachers (or the exclusive bargaining representative of its teachers).

Concussion Oversight Team [14]

The Concussion Oversight Team is required until its function has been fulfilled. State law requires the team to establish protocols for return-to-play and return-to-learn for students who have suffered a concussion or head injury during interscholastic athletic activities. See Board policy 7:305, *Student Athlete Concussions and Head Injuries*. 105 ILCS 5/22-80(d). The Board must appoint or approve a Concussion Oversight Team. Section 22-80(d) identifies who must be on each Concussion Oversight Team. A physician, to the extent possible, must be on the Team. If the school employs an athletic trainer and/or nurse, they must be on the Team to the extent practicable. The Team must include, at a minimum, one person who is responsible for implementing and complying with the return-to-play and return-to-learn protocols adopted by the Team. Other licensed health care professionals may be appointed to serve on the Team. If it is not practicable for a physician, athletic trainer, and/or nurse to be on the Team and other licensed health care professionals are not appointed to serve on the Team, the Team may be composed of only one person who need not be a licensed healthcare professional; however, that individual may not be a coach.

Wellness Committee [15]

The Wellness Committee includes at least one representative from each of the following groups: parents, students, representatives of the school food authority, teachers of physical education, school

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[13] The PERA joint committee does not determine what rating will be issued to replace an unsatisfactory rating in the event of a successful appeal; that issue must be collectively bargained. 105 ILCS 5/24A-5.5.

[14] 105 ILCS 5/22-80(d).

[15] Establishing a wellness committee is optional; if established, it should be listed here, or delete it if the board has not directed the superintendent to convene a wellness committee in policy 6:50, *School Wellness*. See f/n 27 in sample policy 6:50, *School Wellness*. The preamble to 7 C.F.R. §210.31(d)(1) suggests one method to comply with the rules is by: "identifying individuals" to serve on a "local school wellness policy committee." However, the final text of 7 C.F.R. §210.31(d)(1) does not specifically require districts to establish a local school wellness policy committee – only that they "permit [groups listed in the procedure above] to participate … ." .



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health professionals, a member of the Board,[16] school administrators,[17] and members of the community. Individuals of this committee will participate in the development, implementation, periodic reviews, and updates of Board policy 6:50, *School Wellness*. 7 C.F.R. §210.31(d)(1).

Children's Advocacy Center Communication Committee [18]

This committee supports the implementation of the Alleged Incidents of Sexual Abuse; Investigations subhead of Board policy 5:90, *Abused and Neglected Child Reporting*. It includes the District Nondiscrimination Coordinator, District Safety Coordinator, and at least one representative from each of the following groups: District-level administrators, Building Principals, school personnel, and employees from the accredited Children's Advocacy Center (CAC) that serves the District. The CAC Communication Committee reports directly to the Superintendent or designee. See Board policy 5:90, *Abused and Neglected Child Reporting*, and administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

Educational Technology Committee [19]

This committee supports the following functions:

1. ~~i~~Implementation of Board policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*. Committee members may include the Head of Information Technology, District-level administrators, Building Principals, and teachers. See administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*.
2. ~~This committee also supports t~~The District's submission of an annual report to ISBE regarding educational technology capacities and policies. [20]
3. ~~2.~~ Developing, monitoring, and updating the District's Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines for the use of AI. [21]

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[16] See f/n 1 above. As much of the work of developing a plan to involve local stakeholders is administrative/staff work rather than governance work, the best practice is to have a wellness committee be an administrative committee, but consult the board attorney for guidance about the application of OMA when three or more board members serve on this committee.

[17] If a board wants to comply with the U.S. Dept. of Agriculture's encouragement to include Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators or educators in the group to provide input about the wellness policy, insert: "Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators, educators," immediately before: ", and members of the community."

[18] Establishing a Children's Advocacy Center (CAC) communication committee is optional and only applies to school districts within a county served by an accredited CAC. See f/n 13 in sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

[19] Establishing an Educational Technology Committee is optional. The Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, centralizes decision making about what K-12 online sites, services, and applications will be used in schools by requiring boards to adopt a policy for designating which district employees are authorized to enter into agreements with *operators* who collect personally identifiable information about students. See sample policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, and sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*. ~~See https://ltcillinois.tfaforms.net/f/FY23TechSurvey.~~

[20] 105 ILCS 5/10-20.74. The sample policies that apply to this submission include, but are not limited to: 4:10, *Fiscal and Business Management*; 5:125, *Personal Technology and Social Media; Usage and Conduct*; 6:220, *Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct*; 6:230, *Library Media Program;* 6:235, *Access to Electronic Networks*; and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*.

[21] See sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*. Delete Item #3 if a board has not adopted the optional **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in policy 6:235, *Access to Electronic Networks*.



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Remote Learning Committee [22]

This committee develops a plan for instruction in grades pre-Kkindergarten through 12 and presents it to the Superintendent for approval who then presents it to the Board for adoption when the:

1. Governor declares a disaster due to a public health emergency (20 ILCS 3305/7); and
2. State Superintendent of Education declares a requirement for the District to implement and use Remote Learning Days (RLDs) or Blended Remote Learning Days (BRLDs).

After adoption of the plan by the Board, this committee supervises the implementation of administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*, and exists until its function has been fulfilled.

Time Out and Physical Restraint Oversight Team [23]

The Time Out and Physical Restraint Oversight Team is required. The Team includes, but is not limited to, Building Principals, teachers, paraprofessionals, school service personnel, and administrators to develop:

1. A schoolThe dDistrict's plan, including school-specific considerations,[24] for reducing and eventually eliminating the use of isolated time out, time out, and physical restraint in accordance with the goals and benchmarks established by ISBE;[25] and
2. Procedures to implement the plan and make the plan available for review by parents/guardians.

The Team also supported the District's submission to ISBE of the plan by July 1, 2022, and of progress reports annually thereafter through July 1, 2024, as well as notification to parents/guardians when plans and progress reports wereare available for review.

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[22] Establishing this committee is optional. 105 ILCS 5/10-30, requires "the district to adopt a remote and blended remote learning day plan approved by the district superintendent" when certain emergency conditions exist that are related to the management of a public health emergency under the Ill. Emergency Management Act. See f/n 1 in sample administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*. A committee can assist the superintendent to ensure all the statutory requirements for implementing, monitoring, and amending the plan are met.

[23] 105 ILCS 5/2-3.130(e), added by P.A. 102-339, requires boards to create a Time Out and Physical Restraint Oversight Team. As this is administrative/staff work rather than governance work, the best practice is to have the team be an administrative committee but consult the board attorney for guidance.

[24] An *entity-specific plan* (district-specific plan) is required by 105 ILCS 5/2-3.130(e), amended by P.A. 103-175, however final ISBE rules at 23 Ill.Admin.Code §1.285(kl)(1)(B) go beyond the authority of the statute and require a *school district plan* that includes *school-specific recommendations*.

A plan is required unless a district can show that it: (1) has not used physical restraint, time out, and isolated time out (RTO) within the previous three years, (2) has adopted a policy prohibiting the use of RTO, and (3) enforces the policy. 105 ILCS 5/2-3.130(f); 23 Ill.Admin.Code §1.285(kl)(1)(B). Consult the board attorney to determine if a team is required for a district; a team may still be required by law even if no plan is required.

The plan must include, but is not limited to, specific actions being taken by the school to: (1) reduce and eventually eliminate relying on RTO for behavioral interventions and develop noncoercive environments, (2) develop individualized student plans (separate from a student's individualized education program or 504 plan) that aim to prevent the use of RTO, (3) ensure that appropriate school personnel are fully informed of the student's history, including any history of physical or sexual abuse, and other relevant medical and mental health information, except that any disclosure of student information must be consistent with laws and rules governing student confidentiality and privacy rights, and (4) support a vision for cultural change that reinforces using the following in lieu of RTO: positive behavioral interventions and supports, effective ways to de-escalate situations, crisis intervention techniques, and debriefing meetings to reassess what occurred and why. 105 ILCS 5/2-3.130(e)(1)-(4).

[25] ISBE's initial goal is for a 25% reduction in the use of RTO over a 12-month period for students experiencing five-plus instances in a 30-day period. ISBE intends to periodically revise this goal in order to systemically reduce and eventually eliminate the use of RTO. See www.isbe.net/Pages/restraint-time-out.aspx for further information, including ISBE's *RTO Reduction Plan Directions and Checklist, and Reduction Plan Submittal Template*.



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# School Board

## Administrative Procedure – Title IX 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 Coordinator[2] 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 Complaint Grievance Process*.

Glossary of Terms

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

Training

| Actor | Action |
|---|---|
| Superintendent or Designee | Ensures:<br>1. All District employees[3] 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.<br>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.<br>3. Title IX investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. |

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[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.



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| Actor | Action |
|---|---|
| | 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.<br>5. Public availability of all training materials for the Title IX Coordinator, investigators, decision-makers, and any informal resolution facilitators[4] 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 exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. |

Reporting

| Actor | Action |
|---|---|
| All District employees | Upon receiving knowledge of a sexual harassment allegation:<br>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)).<br>2. Promptly forward all reports of sexual harassment to the Title IX Coordinator.<br>**Note:** Employees may receive knowledge of a sexual harassment allegation via an anonymous report. 85 Fed. Reg. 30132. |

Initial Meeting with the Complainant; Complaint Analysis

| Actor | Action |
|---|---|
| Title IX Coordinator | Upon receiving knowledge of a sexual harassment allegation, promptly contacts the Complainant to (34 C.F.R. §106.44(a)):<br>1. Discuss the availability of supportive measures;<br>2. Consider the Complainant's wishes with respect to supportive measures;<br>**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.<br>Inform the Complainant that supportive measures are available regardless of whether the Complainant files a Formal Title IX Sexual Harassment Complaint; and |

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[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.



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| | Explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint, including administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.<br><br>Maintains the confidentiality of the sexual harassment allegation, to the greatest extent practicable.<br><br>Analyzes the sexual harassment allegation under the following Board policies:<br>• 2:260, *Uniform Grievance Procedure*<br>• 5:20, *Workplace Harassment Prohibited*<br>• 5:90, *Abused and Neglected Child Reporting*<br>• 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*<br>• 7:20, *Harassment of Students Prohibited*<br>• 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*<br>• 7:185, *Teen Dating Violence Prohibited*<br>• 7:190, *Student Behavior*<br><br>Answers the following questions:<br>1. Does another appropriate method exist for processing and reviewing the sexual harassment allegation?<br>2. If yes, does that other method govern the District's response in addition to or at the exclusion of Board policy 2:265, *Title IX Grievance Procedure*?<br><br>See exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of sexual harassment governed by laws other than Title IX. Consult the Board Attorney for guidance. |

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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 Complainant 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 signs[5] a Formal Title IX Sexual Harassment Complaint, the Title IX Coordinator is not a Complainant or otherwise a party under administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. 34 C.F.R. §106.30.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[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.



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| Actor | Action |
|---|---|
| Title IX Coordinator | **When a Complainant Does NOT File a Formal Title IX Sexual Harassment Complaint:**<br><br>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.<br><br>"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.<br><br>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]<br><br>**When a Complainant Files, or the Title IX Coordinator Signs, a Formal Title IX Sexual Harassment Complaint:**<br><br>Proceeds to and follows administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*, in conjunction with any response required by this procedure. |

Consideration of Removal of the Respondent

| Actor | Action |
|---|---|
| Title IX Coordinator | **Emergency Removal of Respondent-Student:**<br><br>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).<br><br>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 |

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[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.



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| | allegations. See administrative procedure 4:190-AP2, *Threat Assessment Team (TAT)*.<br><br>If the Respondent-student is removed on an emergency basis:<br><br>1. Provides the Respondent-student with written[8] notice and an opportunity to challenge the decision immediately[9] following the removal; and<br>2. Follows requirements set forth in 105 ILCS 5/10-22.6.<br><br>**Administrative Leave for Respondent-Employee:**<br><br>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, *Suspension*, and 5:290, *Employment Termination and Suspensions*.<br><br>**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. |

Recordkeeping

| **Actor** | **Action** |
|---|---|
| Title IX Coordinator | 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:<br><br>1. Why the District's response to the sexual harassment allegation was not deliberately indifferent, e.g., was deliberately concerned and appropriate;<br>2. The supportive measures the District took to restore or preserve equal access to its education program or activity; and<br>3. If the District did not provide Complainant with supportive measures, why not providing them was clearly reasonable in light of the circumstances. Id. |

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[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.



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| | See Board policy 5:150, *Personnel Records*, and administrative procedure 5:150-AP, *Personnel Records*, addressing the identification and storage of, and access to personnel records.<br><br>See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records. |

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# School Board

## Administrative Procedure – Formal Title IX Complaint Grievance Process [1]

This procedure implements the District's investigation and response process for a Formal Title IX Sexual Harassment Complaint after a decision to pursue one has been made using 2:265-AP1, *Title IX 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 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 work[3] locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar

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The footnotes should be removed before the material is used.

[1] This sample Title IX grievance process must be customized to ensure 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.



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measures to Complainants and/or Respondents. 34 C.F.R. §106.45(b)(1)(ix). See exhibit 2:265-E, *Title IX 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. The Grievance Process is concluded within 90 school business days[5] 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,

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The footnotes should be removed before the material is used.

[4] See f/n 26 in sample policy 2:265, *Title IX 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**.



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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:

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 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.

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[6] 34 C.F.R. §106.45(b)(2).



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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).

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[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.



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## 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 with 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 |
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| Investigator or Title IX Coordinator | During an investigation and throughout the Grievance Process (34 C.F.R. §106.45(b)(5)):<br>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).<br>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).<br>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).<br>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 |

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[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).



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| Actor | Action |
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| | their choice (who may be, but is not required to be, an attorney). 34 C.F.R. §106.45(b)(5)(iv). [9]<br><br>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).<br><br>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).<br><br>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. Id.<br><br>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.<br><br>Prepares an investigative report summarizing all relevant evidence. 34 C.F.R. §106.45(b)(5)(vii).<br><br>Sends to each party and each party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response. Id.<br><br>**Note:** This step must occur at least 10 school business days before the Initial Decision-Maker's determination regarding responsibility. Id.<br><br>At the conclusion of the investigation, sends to the Initial Decision-Maker in an electronic format or hard copy:<br><br>1. The Formal Title IX Sexual Harassment Complaint;<br><br>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<br><br>3. The investigative report. |

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[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).



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## G. Determination Regarding Responsibility; Remedies

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| Initial Decision-Maker | 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.<br><br>**Reviews Investigative Report and Corresponding Materials; Opportunity for Parties to Submit Questions**<br><br>Reviews all materials received from the Investigator.<br><br>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:<br><br>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. Id.<br><br>2. Any questions must be submitted to the Initial Decision-Maker within five (5) school business days. **10**<br><br>Reviews any questions received from each party for submission to any party or witness.<br><br>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. Id.<br><br>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**<br><br>Upon receipt of answers to questions, provides each party with copies of them. Id.<br><br>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. Id. Informs the parties that any questions must be submitted to the Initial Decision-Maker within five (5) school business days. **12** |

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**10** See f/n 5, above.

**11** Id.

**12** Id.



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| | Upon receipt of answers to the additional questions, provides each party with copies of them. Id.<br><br>**Determination and Written Notice of Determination**<br><br>Basing all decisions on the *preponderance of evidence*[13] standard, simultaneously issues to the parties a written determination regarding responsibility that (34 C.F.R. §106.45(b)(7)(ii)):<br><br>1. Identifies the allegations potentially constituting Title IX sexual harassment;<br><br>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;<br><br>3. Contains findings of fact supporting the determination;<br><br>4. Contains conclusions regarding the application of the District's policies and procedures to the facts;<br><br>5. Contains a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any recommended[14] 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<br><br>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 | Within 10 school business days[15] after receiving either the Initial Decision-Maker's written determination regarding responsibility or the notice of dismissal of Formal Title IX Sexual Harassment |

The footnotes should be removed before the material is used.

[13] See f/n 4, above.

[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.



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| Actor | Action |
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| | Complaint, makes a written request to the Title IX Coordinator appealing the determination/dismissal based on:<br>1. Procedural irregularity that affected the outcome.<br>2. New evidence now available that could affect the outcome but that was not reasonably available at the time the determination.<br>3. The Title IX Coordinator, Investigator, or Initial Decision-Maker having 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).<br>**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. |
| Title IX Coordinator | Upon receiving an appeal from one party:<br>1. Notifies the other party in writing that an appeal has been filed.<br>2. Provides both parties five (5) school business days to submit a written statement in support of, or challenging, the outcome.<br>3. Promptly forwards all materials relative to the appeal to the Appellate Decision-Maker.<br>**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, *Uniform Grievance Procedure*, 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.**<br>**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 attorneys.** |

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| Actor | Action |
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| Appellate Decision-Maker | Within 30 school business days, affirms, reverses, or amends the written determination regarding responsibility or the notice of dismissal.<br><br>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** |

## I. Recordkeeping

| Actor | Action |
|---|---|
| Title IX Coordinator | Creates and maintains, for a period of at least seven (7) years, records of (34 C.F.R. §106.45(b)(10)(i)):<br><br>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;<br><br>2. Any appeal and its result;<br><br>3. Any informal resolution and its result; and<br><br>4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution.<br><br>See Board policy 5:150, *Personnel Records*, and administrative procedure 5:150-AP, *Personnel Records*, addressing the identification, storage, and access to personnel records.<br><br>See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records. |

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**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*.



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# School Board

## Administrative Procedure – Title IX Coordinator

*This procedure centralizes all Title IX Coordinator responsibilities that appear throughout the 2:265 suite of **PRM** materials into one document. Use this procedure in conjunction with exhibit 2:265-E, Title IX Glossary of Terms, and c Title IX Response, and 2:265-AP2, Formal Title IX Grievance l*

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The Title IX Coordinator directs t of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106), and assists the Superintendent in implementing Board policy 2:265, *Title IX Grievance Procedure*. If the District has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight to ensure the District's consistent compliance with its responsibilities under Title IX and its implementing regulations. 34 C.F.R. §106.8(a)(1). The Title IX Coordinator with ultimate oversight should be listed in Board policy 2:265, *Title IX Grievance Procedure*. The District may delegate, or permit the Title IX Coordinator to delegate, specific duties to one or more designees. 34 C.F.R. §106.8(a)(2).

Title IX Coordinator's General Responsibilities

1. Coordinates the District's efforts to comply with its responsibilities under Title IX and 34 C.F.R. Part 106 to provide educational programs and activities free from sex discrimination. 34 C.F.R. §106.8(a)(1). Includes, as needed, coordinating compliance with Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 7:10, *Equal Educational Opportunities*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*.
2. Assists the Superintendent in developing and managing a program that notifies all students, parents/guardians, or other authorized legal representatives of students, employees, applicants for employment, and all unions and professional organizations holding collective bargaining or professional agreements with the District about the District's commitment to equal employment and educational opportunities and a discrimination-free environment, including by posting a Notice of Nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to persons entitled to notice, or which are otherwise used in connection with the recruitment of employees. 34 C.F.R. §106.8(c). See the **Notice of Nondiscrimination** subhead of administrative procedure 2:265-AP1, *Title IX Response*.
3. Assists the Superintendent in developing and managing a staff training program (see the **Title IX Coordinator's Responsibilities for Training Staff** subhead, below). 34 C.F.R. §106.8(d).
4. When a Complainant or Respondent is a student with a disability, consults with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team (34 C.F.R. §300.321), if any, or one or more members of the group of persons responsible for the student's placement decision under 34 C.F.R. §104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et seq.) and Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §794) throughout the implementation of the District's Title IX Complaint Grievance Process (Grievance Process) under



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administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. 34 C.F.R. §106.8(e).

5. Maintains, for a period of at least seven (7) years (34 C.F.R. §106.8(f)):
   a. For each Complaint of Title IX Sex Discrimination, records documenting the informal resolution process or the Grievance Process, and the resulting outcome. Records should include: complaints (formal and informal), supportive measures, the informal resolution process, investigations, final determinations, appeals, remedies, and any other relevant information related to allegations of Title IX Sex Discrimination.
   b. For each notification the Title IX Coordinator receives about conduct that reasonably may constitute Title IX Sex Discrimination, records documenting the actions the District took to meet its obligations under 34 C.F.R. §106.44.
   c. All materials used to provide the training outlined in Nos. 1-4 under the **Training** subhead in administrative procedure 2:265-AP1, *Title IX Response*.

   Records shall only be destroyed in accordance with Board policies and administrative procedures governing the destruction of records. 34 C.F.R. §106.8(f). See the **Recordkeeping** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
6. Provides ongoing consultation, technical assistance, and information services regarding Title IX compliance requirements and programs.
7. Makes recommendations for action by appropriate decision makers.
8. Establishes a positive climate for nondiscrimination compliance efforts, including by encouraging individuals to come forward with suggestions and complaints.

Title IX Coordinator's Responsibilities for Training Staff

The Title IX Coordinator assists the Superintendent to ensure that upon hiring or a change of position that alters a below-identified person's duties under Title IX, and annually thereafter (34 C.F.R. §106.8(d)):

1. Tier 1: all District employees receive training on:
   a. The District's obligation to address Title IX Sex Discrimination in its education program or activity;
   b. The scope of conduct that constitutes Title IX Sex Discrimination, including the definition of sex-based harassment; and
   c. All applicable notification and information requirements under 34 C.F.R. §§106.40(b)(2) and 106.44.
2. Tier 2: in addition to Tier 1 training above, all designated Investigators, Decisionmakers, Appeal Decisionmakers, and other persons responsible for implementing the Grievance Process, or who have the authority to modify or terminate supportive measures under 34 C.F.R. § 106.44(g)(4) receive training on, to the extent related to their responsibilities:
   a. The District's obligations under 34 C.F.R. §106.44 (see administrative procedure 2:265-AP1, *Title IX Response*);
   b. The District's Grievance Process under 34 C.F.R. §106.45 (see administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*);
   c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
   d. The meaning and application of the term *relevant* in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 C.F.R. §106.45 (see exhibit 2:265-E, *Title IX Glossary of Terms*).
3. Tier 3: in addition to Tier 1 training, above, all facilitators of an informal resolution process under 34 C.F.R. § 106.44(k) receive training on:


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a. The rules and practices associated with the District's informal resolution process; and
b. How to serve impartially, including by avoiding conflicts of interest and bias.

4. Tier 4: in addition to Tier 1-3 training, above, the Title IX Coordinator and any designees receive training on:
   a. Their specific responsibilities under Title IX (see 34 C.F.R. §§106.8(a), 106.40(b)(3), 106.44(f) and (g));
   b. The District's recordkeeping system and the recordkeeping requirements under 34 C.F.R §106.8(f); and
   c. Any other training necessary to coordinate the District's compliance with Title IX and its implementing regulations.

See the **Training** subhead in administrative procedure 2:265-AP1, *Title IX Response*.

Title IX Coordinator's Responsibilities for Responding to Reports of Sex Discrimination

1. Implements and administers administrative procedure 2:265-AP1, *Title IX Response*.
2. Monitors the District's education program and activity for barriers to reporting information about conduct that may reasonably constitute Title IX Sex Discrimination, and takes steps reasonably calculated to address such barriers. 34 C.F.R. §106.44(b). Strategies to identify barriers may include, for example: conducting regular climate surveys, seeking targeted feedback from students and employees who have reported sex discrimination, participating in public awareness events to receive feedback from student and employee attendees, and regularly publicizing and monitoring an email address designated for receiving anonymous feedback about barriers to reporting sex discrimination. 87 Fed. Reg. 41436.
3. Receives reports of conduct that reasonably may constitute Title IX Sex Discrimination (34 C.F.R. §106.44(c)) and analyzes the allegation(s) to determine whether the conduct as alleged could constitute Title IX Sex Discrimination.
4. Where the Title IX Coordinator reasonably determines that conduct as alleged could constitute Title IX Sex Discrimination, takes the following actions to promptly and effectively end any Title IX Sex Discrimination in the District's education program or activity, prevent its recurrence, and remedy its effects (34 C.F.R. §106.44(f); see the **Response to Allegations** subhead in administrative procedure 2:265-AP1, *Title IX Response*):
   a. Treats the Complainant and Respondent equitably.
   b. Offers and coordinates supportive measures, as appropriate, for the Complainant.
   c. If the District has initiated the Grievance Process, or offered an informal resolution process to the Respondent, offers and coordinates supportive measures, as appropriate, for the Respondent.
   d. Notifies the Complainant or, if the complainant is unknown, the individual who reported the conduct, of the Grievance Process, and the informal resolution process, if available and appropriate.
   e. If a Complaint is made, notifies the Respondent of the Grievance Process and the informal resolution process, if available and appropriate.
   f. In response to a Complaint, initiates the Grievance Process or the informal resolution process, if available and appropriate and requested by all parties.
   g. In the absence of a Complaint or the withdrawal of any or all the allegations in a Complaint, and in the absence or termination of an informal resolution process, determines whether to initiate a Complaint of Title IX Sex Discrimination under the Grievance Process, considering the factors outlined in the **Initiation of a Title IX Complaint** subhead of administrative procedure 2:265-AP1, *Title IX Response*.

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h. If initiating a Complaint, notifies the Complainant prior to doing so and appropriately addresses reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures.
i. Regardless of whether a Complaint is initiated, takes other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that Title IX Sex Discrimination does not continue or recur within the District's education program or activity.

5. Offers and coordinates supportive measures, as appropriate, consistent with 34 C.F.R. §106.44(g) and as described in the **Supportive Measures** subhead in 2:265-AP1, *Title IX Response*.
6. In the absence of a Complaint or the withdrawal or any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, determines whether to initiate a Complaint of Title IX Sex Discrimination under the Grievance Process, considering, at a minimum, the factors set forth in 34 C.F.R. §106.44(f)(1)(v)(A) and described in the **Title IX Complaint Initiation** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
7. When a Complaint is filed by an eligible person or initiated by the Title IX Coordinator, follows the Grievance Process (34 C.F.R. §106.44(f)(1)(iv)) in 2:265-AP1, *Formal Title IX Complaint Grievance Process*, in conjunction with any response required by administrative procedure 2:265-AP1, *Title IX Response* and applicable District policies.
8. If the Respondent is an identified student, considers whether the student-Respondent should be removed from the District's education program or activity on an emergency basis in accordance with 34 C.F.R. §106.44(h) and the **Consideration of Removal of the Respondent** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
9. If the Respondent is an identified non-student employee, in conjunction with the District's human resources administrator, considers whether the employee-Respondent should be placed on administrative leave in accordance with 34 C.F.R. §106.44(i), relevant District policies and procedures, any applicable collective bargaining agreements, and the **Consideration of Removal of the Respondent** subhead in administrative procedure 2:265-AP1, *Title IX Response*. See Board policies 5:240, *Suspension*, and 5:290, *Employment Termination and Suspensions*.

Title IX Coordinator's Responsibilities for Processing Grievances

1. Implements and administers the Title IX Complaint Grievance Process (Grievance Process) under administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
2. Receives Complaints and evaluates whether to investigate or dismiss the Complaint. See **Section B. Evaluation of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
3. Upon initiating the Grievance Process, provides written notice to all known parties consistent with 34 C.F.R. §106.45(c). See **Section C. Notice of Allegations** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
4. Considers whether to offer the Complainant and Respondent an informal resolution process. 34 C.F.R. §106.45(k). See **Section F. Informal Resolution of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
5. Investigates and makes determinations regarding complaints, or appoints a qualified Investigator/Decisionmaker to do so on the Title IX Coordinator's behalf, consistent with 34 C.F.R. §106.45(f) - (h). See **Section G. Investigation and Determination of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
6. Receives a request from a party to appeal the final determination or dismissal, and appoints an Appeal Decisionmaker to review the appeal. 34 C.F.R. §106.45(i). See **Section H. Appeals** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.


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Title IX Coordinator's Responsibilities for Students who are Pregnant or have Pregnancy-Related Conditions

1. Upon notice of a student's pregnancy or related conditions, the Title IX Coordinator (34 C.F.R. §106.40(b)(3)):
    a. Informs the student and, if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and who has a legal right to act on behalf of the student, of the student's right to be free from discrimination based on their status, the District's obligations under 34 C.F.R. §106.40(b)(1) - (5), and the District's Notice of Nondiscrimination. 34 C.F.R. §106.40(b)(3)(i).
    b. Offers reasonable modifications, based on the student's individualized needs, to the District's policies, practices, or procedures as necessary to prevent Title IX Sex Discrimination and ensure equal access to the District's education program or activity. 34 C.F.R. §106.40(b)(3)(ii). Reasonable modifications may include, but are not limited to: breastfeeding accommodations (see administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*), breaks during class to attend to health needs associated with pregnancy or related conditions; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests or examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies; elevator access; alternative educational programming; voluntary leaves of absence; or other changes to policies, practices, or procedures. 34 C.F.R. §106.40(b)(3)(ii)(C).
2. Ensures the District does not require supporting documentation in order to offer reasonable modifications, unless the documentation is necessary and reasonable for the District to determine the reasonable modifications or whether to take additional specific actions. 34 C.F.R.§106.40(b)(3)(vi).
3. Ensures the District treats pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the District administers, operates, offers, or participates in with respect to students admitted to the District's education program or activity. 34 C.F.R. §106.40(b)(4).
4. Ensures the District does not require a student who is pregnant or has pregnancy related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the recipient's class, program, or extracurricular activity unless (34 C.F.R. §106.40(b)(5)):
    a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
    b. The District requires such certification of all students participating in the class, program, or extracurricular activity; and
    c. The information obtained is not used as a basis for discrimination prohibited by Title IX and 34 C.F.R. Part 106.

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# Operations

## Administrative Procedure – Treatment of Personally Identifiable Information Under Grant Awards

This procedure implements identification, handling, storage, access, disposal, and the overall confidentiality of personally identifiable information under grant awards in the subhead **Treatment of Personally Identifiable Information Under Grant Awards** in Board policy 4:15, *Identity Protection*. Use it when the District is a recipient of a federal grant award or State grant award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) and, as a result, must handle personally identifiable information (defined below) in its administration of the award.

Definitions

*Personally identifiable information* (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some ~~information that is considered to be~~ PII is available in public sources such as telephone books and ~~public W~~web sites.[1] ~~This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials.~~The definition of PII is not ~~anchored~~ attached to any single category of information or technology. ~~Rather~~Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII (or *protected personally identifiable information*) whenever additional information is made publicly available, in any medium and from any source, that~~, when combined with other available information,~~ could be used to identify an individual when combined with other available information. 2 C.F.R. §200.1.

*Protected personally identifiable information* (Protected PII) is a subset of PII; it means PII (see definition above), except for certain types of PII that must be disclosed by law.[2]~~an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal records, medical records, financial records, or educational transcripts. Protected PII does not include personally identifiable information that is required by law to be disclosed.~~ 2 C.F.R. §200.1.

Safeguarding Requirement

GATA and 2 C.F.R. §200.303(e) require grant recipients to take reasonable measures to safeguard (1) ~~*protected personally identifiable information*~~Protected PII, (2) other information that the awarding agency or pass-through ~~agency~~ entity designates as sensitive, such as ~~*personally identifiable information*~~PII, and (3) information that the District considers to be sensitive consistent with applicable

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The footnotes should be removed before the material is used.

[1] See f/n 11 in sample policy 4:15, *Identity Protection*, for a discussion of *public personally identifiable information*, which formerly appeared as a definition at 2 C.F.R. §200.1.

[2] See f/n 10 in sample policy 4:15, *Identity Protection*, for a discussion of *protected personally identifiable information*.



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laws regarding privacy and confidentiality (collectively referred to in this Procedure as *sensitive information*).

The Superintendent or designee will ensure that the District:

1. Implements reasonable security measures, such as physical and technological safeguards, for the protection of sensitive information that meets or exceeds industry standards designed to protect such information from unauthorized access, destruction, use, modification, or disclosure. [3]
2. Complies with all applicable laws, such as the Identity Protection Act (5 ILCS 179/) (IPA), Personal Information Protection Act (815 ILCS 530/10) (PIPA) and Student Online Personal Protection Act (105 ILCS 85/27) (SOPPA) in the event of a breach of sensitive information.
3. Notifies, if appropriate, members of the school community impacted by a breach when notification is not specifically required by law.
4. Educates staff members involved in the administration of grants that in addition to federal regulation 2 C.F.R. §200.303(e) and the terms of a specific award, multiple laws may apply to personally identifiable information, depending upon the type of information/record including: IPA (5 ILCS 179/), PIPA (815 ILCS 530/), Family Educational Rights and Privacy Act, (20 U.S.C. 1232g), Ill. School Student Records Act (105 ILCS 10/), SOPPA (105 ILCS 85/), Personnel Record Review Act (820 ILCS 40/), and Local Records Act (50 ILCS 205/3).
5. Consults with the Board Attorney as needed to ensure compliance.

Relevant Board Policies, Administrative Procedures, and Exhibit for Handling of *Sensitive Information*

The following Board policies and administrative procedures also address and govern the District's identification, handling, storage, access, disposal, and overall confidentiality of certain types of sensitive information:

1. 2:220, *School Board Meeting Procedure*, and 2:220-E8, *School Board Records Maintenance Requirements and FAQs*, address storage, access, and destruction of meeting minutes, including closed meeting minutes and verbatim recordings.
2. 2:250, *Access to District Public Records*, addresses providing access to public records in response to Freedom of Information Act requests and the preservation and destruction of public records under the Local Records Act. 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*, also addresses the preservation and destruction of public records under the Local Records Act.
3. 4:15, *Identity Protection*, specifically requires the District to safeguard sensitive information under grant awards.
4. 4:80-AP1, *Checklist for Internal Controls*, requires the District to protect assets, including technology and electronic systems from loss or misuse.
5. 5:120-AP2, *Employee Conduct Standards*, requires all District staff members to respect the confidentiality of student and personal records and other information covered by confidentiality agreements.
6. 5:130, *Responsibilities Concerning Internal Information*, requires all District employees to maintain the integrity and security of all internal information and the privacy of confidential records.
7. 5:150, *Personnel Records*, and 5:150-AP, *Personnel Records*, address the identification, storage, and access to personnel records.

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[3] This paragraph is an adaptation of the standard for the protection of *covered information* under the Student Online Personal Protection Act, 105 ILCS 85/. Districts should customize this procedure to align with local practices and conditions.



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8. 6:235, *Access to Electronic Networks*, requires all users of the District's electronic networks to maintain the confidentiality of student information.
9. 6:235-AP1, *Acceptable Use of the District's Electronic Network*s, requires all users of the District's electronic networks to take steps to safeguard their integrity and security.
10. 7:340, *Student Records*, along with 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, address the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.
11. 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, addresses the District's legal obligations regarding the handling and safeguarding of *covered information* that is shared with *operators*.

Disposal of Sensitive Information

When disposal of sensitive information is authorized by law and/or Board policy, the Superintendent or other administrator overseeing the administration of the grant award will ensure the District follows the disposal standard under PIPA (815 ILCS 530/40) and renders the information unreadable, unusable, and undecipherable.

Training for Employees and Contractors

District employees and contractors responsible for the administration of a federal or State award for the District will receive training on the safeguarding of sensitive information.

The Superintendent or designee will ensure:

1. Employees receive training upon their assignment to perform work under the award and then on a bi-annual basis thereafter, until the award is concluded or an employee's involvement in the award is complete, whichever is earlier. The training shall include education on this procedure and the District's policies and procedures listed above that govern the District's handling of sensitive information for various types of information/records.
2. Documentation of employee training on the handing of personally identifiable information is maintained, including the dates(s) of the training and attendance/completion of the training.
3. District contractors performing work under the grant award regularly receive training from the District or other comparable training on the management of sensitive information.

Resources

Ill. State Board of Education (ISBE) –

Checklist for Protection of Personally Identifiable Information, at www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. Note: At the time of **PRESS** Issue 118's publication (Apr. 2025), ISBE had not updated this Checklist with the 2024 revisions to the definitions of PII and Protected PII at 2 C.F.R. §200.1.

U.S. Dept. of Education –

Privacy Technical Assistance Center's Protecting Student Privacy Service, at www.studentprivacy.ed.gov.

Ill. Attorney General –

www.illinoisattorneygeneral.gov/consumer-protection/identity-theft.

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# Operational Services

## Administrative Procedure - Federal and State Award Procurement Procedures

In addition to the State legal requirements for purchases and contracts set forth in Board policy 4:60, *Purchases and Contracts*, and administrative procedure 4:60-AP1, *Purchases*, the following procedures apply to District procurement under federal awards and State awards governed by the Grant Accountability and Transparency Act (GATA).[1] The District maintains oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. [2]

Consult the Board Attorney regarding the legal requirements presented by this administrative procedure as well as before a contract is presented to the Board. [3]

Code of Conduct [4]

Board policies 2:100, *Board Member Conflict of Interest*, and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, contain standards of conduct covering conflicts of interest and governing the actions of B~~b~~oard members and employees engaged in the selection, award, and administration of contracts.

General Procurement Standards [5]

A. The District shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis ~~will~~ should be made ~~of lease versus purchase alternatives, and any other appropriate analysis~~ between leasing and purchasing property or equipment to determine the most economical approach. **Note:** A conflict between this regulation's requirements and the Ill. Criminal Code of 2012 may exist. See 720 ILCS 5/33E-2(i-5) and 5/33E-18 (defines and prohibits bid stringing, a Class 4 felony) and 720 ILCS 5/33E-3 (prohibits bid rigging, a Class 3 felony).
B. To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the federal competition requirements.
C. The District may use federal excess and surplus property ~~in lieu~~instead of purchasing new equipment and property ~~whenever such use~~when it is feasible and reduces project costs.

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The footnotes should be removed before the material is used.

[1] 2 C.F.R. §§200.318-200.327; 30 ILCS 708/, Grant Accountability and Transparency Act (GATA). GATA adopts the federal uniform guidance for all grants, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill. Admin. Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education (ISBE), see: www.isbe.net/gata.

[2] 2 C.F.R. §200.318(b).

[3] Many legal issues will be solved by early and frequent consultation with the board attorney.

[4] 2 C.F.R. §200.318(c).

[5] 2 C.F.R. §200.318(b), (d)-(~~l~~k).



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D. The District may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering ~~is a systematic and creative analysis of~~ means analyzing each contract item or task to ensure ~~that~~ its essential function is provided at the overall lowest~~r~~ cost. **Note:** A conflict between this regulation's requirements and the Ill. Criminal Code of 2012 may exist. See 720 ILCS 5/33E-2(i-5) and 5/33E-18 (defines and prohibits bid stringing, a Class 4 felony).

E. When conducting a procurement transaction, t~~T~~he District shall only award contracts to responsible contractors ~~possessing~~ that possess the ability to perform successfully under the terms and conditions of a proposed contract~~procurement~~. Consideration will be given to such matters as contractor integrity, ~~compliance with~~ public policy compliance, ~~record~~ proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources. **Note:** State law generally requires award to the "lowest responsible bidder." However, there are exceptions to this requirement listed at 105 ILCS 5/10-20.21, and other State laws may also govern standards for contract awards.

F. The District shall maintain records sufficient to detail the history of each procurement transaction. These records ~~will~~ must include~~, but are not necessarily limited to the following:~~ the rationale for the ~~method of~~ procurement method, ~~selection of~~ contract type selection, contractor selection or rejection, and the basis for the contract price.

G. The District may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. **Note:** The Ill. Criminal Code of 2012 (720 ILCS 5/33E-9) requires approval of the Board or designee when a contract cost increases or decreases by $25,000, a/k/a *change orders*. If a change order will exceed the original contract price by 10%, it must be rebid.

H. The District shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

I. The District may use the following labor and employment practices if consistent with applicable federal and State laws:

1. Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
2. Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative, or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the District and must not prohibit interstate hiring;
3. Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. §3102(24)), including women and people from underserved communities;
4. Using agreements intended to ensure uninterrupted delivery of services or community benefits; or
~~1.~~5. Offering employees of a predecessor contractor rights of first refusal under a new contract.

Competition [6]

A. All procurement transactions for the acquisition of property or services required under an award shall be conducted in a manner providing full and open competition consistent with the standards

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[6] 2 C.F.R. §200.319.



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of State law (105 ILCS 5/10-20.21), Board policy 4:60, *Purchases and Contracts*, and this section. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids ~~or requests for proposals~~ must be excluded from competing ~~for such~~on those procurements. Examples of s~~S~~ituations that may ~~considered to be~~ restrict ~~ive of~~ competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

B. ~~The District shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. **Note:**~~ State law may ~~also~~ encourage or discourage ~~these~~ Districts to conduct procurements in a manner that prohibits the use of local or tribal geographic preferences. Discuss these preferences with the Board Attorney. See also Doyle Plumbing & Heating Co. v. Bd. of Educ., Quincy Pub. Sch. Dist. No. 172, 291 Ill.App.3d 221 (4th Dist. 1997); Cardinal Glass Co. v. Bd. of Educ. of Mendota Comm. Consol. Sch. Dist. 289, 113 Ill.App.3d 442 (3rd Dist. 1983). Nothing in this section preempts State licensing laws. ~~When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.~~ **Note:** The Board must also follow the Local Government Professional Services Selection Act. 50 ILCS 510/.

C. Procurement Transactions. All solicitations will:

1. Incorporate a clear and accurate description of the technical requirements for the ~~material, product,~~ property, equipment, or service being~~to be~~ procured.
    ~~a. Such description must not, in competitive procurements, contain features which unduly restrict competition.~~
    ~~b.~~a. The description may include a statement of the qualitative nature of the ~~material, product~~ property, equipment, or service to be procured. ~~and, w~~When necessary, the description must provide~~set forth those~~ minimum essential characteristics and standards to which ~~the property, equipment, or service must conform.it must conform if it is to satisfy its intended use.~~
    ~~c.~~b. Detailed product specifications should be avoided if at all possible.
    ~~d.~~c. When it is impractical or uneconomical to ~~make a clear and accurate description~~clearly and accurately describe ~~of~~ the technical requirements, a "brand name or equivalent" description of features may be used ~~as a means~~ to provide procurement ~~define the performance or other salient~~ requirements ~~of procurement~~. The specific features of the named brand ~~which~~ must be ~~met by offers must be~~ clearly stated.
2. Identify ~~all~~ any additional requirements which offerors must fulfill and all other factors that will~~to~~ be used in evaluating bids and proposals.

D. The District shall ensure that all prequalified lists of persons, firms, or products ~~which are~~ used in ~~acquiring goods and services~~procurement transactions are current and include enough qualified

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sources to ensure maximum open ~~and free~~ competition. **Note:** State laws may conflict with this provision. See 105 ILCS 5/10-20.21 and 50 ILCS 510/.

E. The District shall not preclude potential bidders from qualifying during the solicitation period.

F. The District may develop written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders who commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections, but only to the extent consistent with the law and the District's established policies. The District may make inquiries of bidders about these subjects and assess their responses.

G. ~~F.~~ Noncompetitive procurements can only be awarded in accordance with the requirements detailed in paragraph E of the **Methods of Procurement** subhead below.

Methods of Procurement [7]

The District shall use one of the following methods of procurement and must maintain and use documented procurement procedures:

A. Micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of $10,000, as may be amended from time to time.[8] To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Board considers the price ~~to be~~ reasonable based on research, experience, purchase history, or other information and maintains documents to support its conclusion ~~it maintains~~. **Note:** See 105 ILCS 5/10-20.21 and Board policy 4:60, *Purchases and Contracts*.

B. ~~Small purchase~~Simplified acquisition procedures. ~~Small purchase procedures may be used for the acquisition of property or services, t~~The District may use simplified acquisition procedures when the aggregate dollar amount of the procurement transaction ~~which~~ is higher than the micro-purchase

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[7] 2 C.F.R. §200.320.

[8] The *micro-purchase threshold* is set by the Federal Acquisition Regulation (FAR) at 48 C.F.R. Subpart 2.1 (Definitions), but ~~and~~ is periodically adjusted for inflation. 2 C.F.R. §200.1. ~~The federal government's Office of Management and Budget (OMB) issued a memo increasing the micro-purchase threshold to $10,000, pursuant to the National Defense Authorization Act FY 2018 (Pub. L. No. 115-91), pending amendments to the FAR. OMB Memorandum 18-18 (6-20-18), at: www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.~~

2 C.F.R. §200.320(a)(1) authorizes a district to increase its own micro-purchase threshold up to $50,000, if it has determined and documented that a higher threshold is appropriate based on its internal controls, an evaluation of risk, and documented procurement procedures. If a district increases its threshold, it must annually self-certify and make supporting documentation available to the awarding agency or pass-through entity and auditors during the retention period specified in 2 C.F.R. §200.334. The self-certification must include a justification, clear identification of the threshold, and documentation that the higher threshold is consistent with the bidding statute, 105 ILCS 5/10-20.21. See sample policy 4:60, *Purchases and Contracts*. A board that wants to increase its threshold should consult the board attorney for guidance on the content and method of self-certification, such as an annual resolution to be adopted by the board. If the district has established a micro-purchase threshold greater than $10,000, substitute that amount in Item A above. Micro-purchase thresholds higher than $50,000 must be approved by the *cognizant agency for indirect costs*, which means the federal agency assigned responsibility for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals. 2 C.F.R. §200.1.



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threshold but does not exceed the ~~s~~Simplified ~~a~~Acquisition ~~t~~Threshold[9] of $250,000, as may be amended from time to time. If ~~small purchase~~simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources, as determined appropriate by the District.

C. Sealed bids. Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the District. Formal procurement methods are competitive and require public notice. Bids are publicly solicited through an invitation and a firm fixed price contract[10] (lump sum or unit price) is awarded to the responsible bidder whose bid~~, conforming~~ conforms with all the material terms and conditions of the invitation and ~~for bids,~~ is the lowest in price. **Note:** 105 ILCS 5/10-20.21 requires all contracts for purchase of supplies and materials or work involving an expenditure in excess of $35,000 or a lower amount as required by Board policy to be awarded to the "lowest responsible bidder." The sealed bid method is the preferred method for procuring construction services~~,~~ if the conditions in 2 C.F.R. §200.320(b)(1)(i) apply. If sealed bids are used, the requirements in 2 C.F.R. §200.320(b)(1)(ii) apply. **Note:** 105 ILCS 5/10-20.21 requires sealed bids.

D. Proposals. Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the District. Formal procurement methods are competitive and require public notice. The use of proposals is a procurement method in which either a fixed~~-~~ price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for ~~the use of~~using sealed bids. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from ~~an adequate number of~~multiple qualified ~~offerors~~entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered. If this method is used, the requirements in 2 C.F.R. §200.320(b)(2) apply. **Note:** 105 ILCS 5/10-20.21 requires sealed bids.

E. Noncompetitive procurement. Noncompetitive procurement may be used only when one or more of the circumstances in §200.320(c) apply: (1) the cost of the procurement transaction does not exceed the micro-purchase threshold; (2) the ~~item is available~~procurement transaction can only be fulfilled from a single source; (3) public exigency or emergency will not permit a delay resulting from ~~publicizing~~ providing public notice of a competitive solicitation; (4) the awarding agency or pass-through entity expressly ~~authorizes~~ provides written approval of a noncompetitive procurement in response to a written request from the District to use a noncompetitive procurement method; or (5) after solicitation of ~~a number of~~several sources, the District determines competition is inadequate. **Note:** 50 ILCS 510/ may conflict with this regulation.

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**9** *Simplified acquisition threshold* (SAT) means the dollar amount below which a district may purchase property or services using small purchase methods. Districts may adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation (FAR) at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. §1908 and is periodically adjusted for inflation. See also definition of §200.1 Micro-purchase, 2 C.F.R. §200.1. ~~The OMB issued a memo increasing the simplified acquisition threshold to $250,000, pursuant to the National Defense Authorization Act FY 2018 (Pub. L. No. 115-91), pending amendments to the FAR. OMB Memorandum 18-18 (6-20-18), at: www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.~~

2 C.F.R. §300.320(a)(2) authorizes a district to use a lower SAT than the one established by the FAR. The district is responsible for determining an appropriate SAT based on its internal controls, an evaluation of risk, and its documented procurement procedures. Id. If the district has established a SAT lower than $250,000, substitute that amount in Item B above.

**10** *Contract* means a legal instrument by which a district ~~purchases property or services needed to carry out the project or program~~ conducts procurement transactions under a federal award. See also the definition of *subaward*, 2 C.F.R. §200.1.



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Procurement of Recovered Materials [11]

When the District procures items designated by the Environmental Protection Agency (EPA) as capable of being produced with recovered materials[12], and the purchase of the items exceeds $10,000 or the quantity of the items (or functionally equivalent items) purchased in the preceding fiscal year exceeded $10,000, the District shall:

A. Ensure the items contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The decision not to procure such items must be based on a determination that the items: (1) are not reasonably available within a reasonable period of time, (2) fail to meet the performance standards in the applicable specifications, or (3) are only available at an unreasonable price. [13]
B. Procure solid waste management services in a manner that maximizes energy and resource recovery.
C. Establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines. The program must contain the following elements: [14]
   1. Preference program for purchasing the designated items;
   2. Promotion program;
   3. Procedures for obtaining estimates and certifications of recovered materials content and for verifying the estimates and certifications; and
   4. Annual review and monitoring of the effectiveness of the program.
D. Endeavor to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contracting with Small ~~and~~ Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms [15]

The District shall take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are ~~used~~ considered~~when possible~~. ~~Affirmative steps~~ Such consideration ~~shall include~~means:

A. ~~Placing qualified small and minority businesses and women's business~~These business types are included ~~enterprises~~ on solicitation lists;
B. ~~Assuring that small and minority businesses, and women's~~These business ~~enterprises~~ types are solicited whenever they are deemed eligible as potential sources;
C. Dividing ~~total requirements, when economically feasible,~~procurement transactions into ~~smaller tasks or quantities~~separate procurements to permit maximum participation by ~~small and minority businesses, and women's~~ these business ~~enterprises~~types;

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[11] 42 U.S.C. §6962; 2 C.F.R. §200.323.

[12] 40 C.F.R. Part 247. For recommendations that the EPA has developed for recovered (recycled) content and for its list of designated products, see: www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program, which was developed as part of the EPA's Comprehensive Procurement Guideline (CPG) Program.

[13] 42 U.S.C. §6962(c)(1).

[14] 40 C.F.R. §247.6. For a summary of the requirements of an Affirmative Procurement Program, see: www.epa.gov/smm/summary-affirmative-procurement-program.

[15] 2 C.F.R. §200.321. See also the Business Enterprise for Minorities, ~~Females~~Women, and Persons with Disabilities Act, 30 ILCS 575/.



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D. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that~~, where the requirement permits, which~~ encourage participation by ~~small and minority businesses, and women's~~ these business ~~enterprises~~types;

E. ~~Using the services and assistance, as appropriate, of~~Utilizing organizations such ~~organizations~~ as the Small Business Administration and the Minority Business Development Agency of the Dept. of Commerce; and

F. Requiring ~~the prime~~a contractor~~, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section~~ to apply paragraphs (A) through (E) to subcontracts.

Contract Cost and Price [16]

A. The District shall perform a cost or price analysis ~~in connection with~~for every procurement ~~action~~ transaction, including contract modifications, in excess of the s~~S~~implified a~~A~~cquisition t~~T~~hreshold ~~including contract modifications~~. The method and degree of analysis ~~is dependent~~conducted depends on the facts surrounding the particular procurement ~~situation, but~~transaction. For example, the District should consider potential workforce impacts in the analysis if the procurement transaction will displace public sector employees. However, as a starting point, the ~~non-federal entity~~District must make independent estimates before receiving bids or proposals.

~~B. The District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographic area for similar work.~~

B~~C~~. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that the costs incurred, or cost estimates included in negotiated prices would be allowable for the District under Subpart E, Cost Principles, of 2 C.F.R. Part 200.

C~~D~~. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting ~~shall not be used~~.

Federal ~~Awarding~~ Agency or Pass-Through Entity Review [17]

The District shall ~~make available~~submit, upon request of the federal ~~awarding~~ agency[18] or pass-through entity[19] (Ill. State Board of Education):

A. Technical specifications o~~n~~ proposed procurements ~~where~~ under the federal award if the federal ~~awarding~~ agency or pass-through entity believes ~~such~~ the review is needed to ensure that the item or service specified is the one being proposed for acquisition; and

B. Procurement documents (such as requests for proposals or invitations for bids, or independent cost estimates) for pre-procurement review when one or more of the circumstances in §200.325(b) apply.

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[16] 2 C.F.R. §200.324.

[17] 2 C.F.R. §200.325.

[18] *Federal ~~awarding~~ agency* means the federal agency that provides a federal award directly to a ~~non-federal entity~~recipient unless the context indicates otherwise. See also definitions of federal award and recipient. 2 C.F.R. §200.1.

[19] Pass-through entity means a ~~non-federal entity~~recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient. 2 C.F.R. §200.1.



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Bonding Requirements [20]

A. For construction or facility improvement contracts or subcontracts exceeding the ~~s~~Simplified ~~a~~Acquisition ~~t~~Threshold[21], the federal ~~awarding~~ agency or pass-through entity may accept the bonding policy and requirements of the District provided that the federal ~~awarding~~ agency or pass-through entity has made a determination that the federal interest is adequately protected.

B. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The *bid guarantee* must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute ~~such~~ any required contractual documents ~~as may be required~~ within the timeframe specified.
2. A performance bond on the part of the contractor[22] for 100 percent of the contract[23] price. A *performance bond* is a bond ~~one~~ executed in connection with a contract to secure the fulfillment of all the contractor's requirements under ~~such~~ a contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A *payment bond* is ~~one~~ a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for ~~in the~~under a contract.

Contract Provisions [24]

The District's contracts shall contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200, *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

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[20] 2 C.F.R. §200.326.

[21] See f/n 8, above.

[22] *Contractor* means an entity that receives a contract ~~as defined in §200.1~~. 2 C.F.R. §200.1.

[23] *Contract* means a legal instrument by which a ~~non-federal entity purchases property or services needed to carry out the project or program~~recipient or subrecipient conducts procurement transactions under a federal award. See also definition of *subaward*, 2 C.F.R. §200.1.

[24] 2 C.F.R. §200.327.



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# Operational Services

## Administrative Procedure - Inventory Management for Federal and State Awards

This procedure applies to property acquired by the District under federal grant awards or State grant awards governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/). [1]

Definitions

*Property* – real or personal property. 2 C.F.R. §200.1.

*Equipment* – Tangible personal property (including information technology systems) having a useful life of more than one year and per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10~~5~~,000. 2 C.F.R. §200.1.

~~*Supplies*~~ *Supply* – All tangible personal property other than equipment. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the District for financial statement purposes or $10,000, regardless of its useful life. 2 C.F.R. §200.1.

*Acquisition Cost* – The total cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software include~~s~~ those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the District's regular accounting practices. 2 C.F.R. §200.1.

Roles and Responsibilities

| Actor | Responsibility |
|---|---|
| Business Manager and/or Designee | Recordkeeping – 2 C.F.R. §200.313(d)(1) and (2)<br>1. Ensures all equipment purchased with grant funds is identified and marked as such.<br>2. Maintains an inventory list that includes the following:<br>a. a description of the property<br>b. a serial number or another identification number<br>c. the source of funding for the property (including the Federal Award Identification Number (FAIN), if applicable)<br>d. ~~who holds title~~the title holder<br>e. the acquisition date |

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[1] The Grant Accountability and Transparency Act (GATA) adopts the federal uniform guidance codified at 2 C.F.R. Part 200 applicable to federal grant awards for all State grant awards, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill.Admin.Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education, see www.isbe.net/gata.



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| | f. the cost of the property<br>g. the percentage of federal or State ~~participation in~~agency contribution towards the original purchase ~~the cost of the property~~<br>h. the location, use and condition of the property<br>i. any ~~ultimate~~ disposition data including the date of disposal and sale price of the property~~.~~<br>~~i.~~j. any updates of property records when there is a change in the status of the property<br>3. ~~Takes~~ Conducts a physical inventory of the property and reconciles the results with the records at least once every two years.<br><br>Maintenance and Safeguarding – 2 C.F.R. §200.313(d)(3) and (4)<br>1. Budgets for and schedules regular maintenance of the equipment when it is recommended by the manufacturer and arranges for repair of equipment when economically feasible.<br>2. Oversees implementation of the internal controls for the safeguarding of equipment and supplies required by administrative procedure 4:80-AP1, *Checklist for Internal Controls*.<br>3. Reports (or receives reports, if so designated) any fraud, waste, or abuse of property in accordance with administrative procedure 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*.<br>4. Investigates reports of property loss, damage, or theft. If appropriate, and in consultation with the Superintendent, makes a report to law enforcement for further investigation.<br><br>Title and Use – 2 C.F.R. §200.313(a) and (c)<br>1. Ensures the equipment is used for the authorized purposes of the grant during the period of the grant, or until the property is no longer needed for the purposes of the project.<br>2. During the time that equipment is used on the project or program for which it was acquired, designates equipment available for use on other projects or programs currently or previously supported by the federal or State government, provided such use will not interfere with the work for which it was originally acquired, in the following order of priority:<br>a. First preference is given to other programs or projects supported by the ~~awarding~~ federal or State agency that ~~financed the equipment~~funded the original program or project.<br>b. Second preference is given to programs or projects under awards from other federal or State ~~awarding~~ agencies (in the case of federal awards, to activities under federal awards from other federal awarding agencies; ~~this includes~~these activities include consolidated equipment for information technology systems). |

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| | 3. If the equipment is to be used for non-federally or non-State-funded programs or projects, considers charging user fees as appropriate. Any fees charged for equipment services acquired under an award must be equal to or greater than what a private company~~ies~~ would charge for ~~equivalent~~ similar services, unless specifically authorized by statute, for as long as the government retains an interest in the equipment.<br>4. While the equipment is being used for the originally authorized purpose, e~~E~~nsures that the title or other interest to the property is not disposed of or encumbered without the approval of the federal or State~~awarding~~ agency.<br>Disposition – 2 C.F.R. §200.313(c) and (e)<br>1. Unless the ~~awarding~~ federal or State agency requires an equipment transfer, when equipment acquired under an award is no longer needed for the original project or program or for any other activities supported by a federal or State ~~awarding~~ agency, requests disposition instructions from the ~~awarding~~ federal or State agency, if required by the terms and conditions of the award.<br>2. If ~~an item of~~ equipment has a current ~~per unit~~ fair market value of $10~~5~~,000 or less (per unit), arranges for the retention, sale, or disposal of the equipment with no further ~~obligation~~ responsibility to the ~~awarding~~ federal or State agency. Notes the disposition of such items in the District's property records.<br>3. Except for awards exempted under 2 C.F.R. §200.312(b), or if the ~~awarding agency~~federal or State agency fails to provide requested disposition instructions within 120 days, arranges for the retention or sale of items of equipment with a current ~~per unit~~ fair-market value in excess of $10~~5~~,000 (per unit).<br>The~~awarding agency~~ federal or State agency is entitled to an amount calculated by multiplying ~~the current market value or proceeds from sale by the awarding agency's percentage of participation in the cost of the original purchase~~the percentage of the federal or State agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the ~~awarding agency~~federal or State agency may permit the District to ~~deduct and~~ retain, from the federal or State ~~agency~~ share, $1,000~~500~~ ~~or ten percent~~ of the proceeds~~, whichever is less, for its~~ to cover expenses associated with the selling and handling ~~expenses~~of the equipment.<br>4. If applicable, arranges for the transfer of title to the property to the federal or State government or to an eligible third party, provided that~~in such cases,~~ the District is entitled to compensation for its attributable percentage of the current fair market value of the property.<br>5. If the District is authorized or required to sell the property, ensures compliance with Board policy 4:80, *Accounting and Audits*, |

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| Actor | Responsibility |
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| | regarding the disposition of property, and follows proper sales procedures to ensure the highest possible return.<br>6. For items of equipment with an acquisition cost of $~~5~~10,000 or more:<br>a. Obtains two signed bids from potential purchasers or two appraisals from authorized appraisers to determine the per unit current fair market value.<br>b. If the per unit current fair market value is $~~5~~10,000 or more, follows the procedures outlined in the Ill. State Board of Education's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures* to obtain ISBE's approval, available at: ~~http://~~www.isbe.net/Documents/fiscal_procedure_handbk.pdf. **Note:** ISBE's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures* (Mar. 2020) ha~~d~~s not been updated as of the ~~publication~~ time of **PRESS** Issue 118's publication (Apr. 2025) for the definition of equipment and the increase from $5,000 to $10,000.<br>7. When appropriate, arranges for the trade-in of equipment to be replaced or sale of the ~~property~~ equipment when acquiring replacement equipment. Proceeds from the trade-in or sale may be used to offset the cost of the replacement equipment.<br>**Note:** If the District fails to take appropriate disposition actions, the awarding agency may direct the District to take disposition actions.<br>Retention – 2 C.F.R. §200.313(f)<br>When included in the terms and conditions of the award, retains the equipment with permission from the federal or authorized State agency, with no further obligation to the federal or State agency unless prohibited by federal law or regulation. |
| Staff Members Who Receive Equipment/Supplies as Part of Their Job Duties | Title – 2 C.F.R. §200.313(a) and (d)(3)<br>Use the equipment/supplies for the purposes authorized by the ~~grant~~ project during the ~~grant~~ period of performance, or until the property is no longer needed for the purposes of the project.<br>Properly use the equipment in accordance with the manufacturer's instructions.<br>Produce the equipment/supplies when requested by the Business Manager or designee, whether for inventory, scheduled maintenance, repair, or other purposes.<br>Take reasonable steps to prevent damage to equipment and supplies in accordance with administrative procedure 4:80-AP1, *Checklist for Internal Controls*. |

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| Actor | Responsibility |
|---|---|
| | Report any fraud, waste, or abuse of property in accordance with administrative procedure 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*.<br><br>Immediately report lost or stolen equipment/supplies to the Business Manager or designee.<br><br>Return the equipment/supplies when requested by the Business Manager or designee or if it is no longer needed. |

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# Operational Services

## Exhibit - School Staff AED Notification Letter

*On District letterhead*

Date:

To: Staff members

Re: Notification to School Staff of the Physical Fitness Facility Medical Emergency Response Instructions and AED Availability

We would like to notify you about our plan for responding to medical emergencies that might occur in our physical fitness facilities or at other school athletic or event venues. This plan includes access to an Automated External Defibrillator (AED) in the following locations in these facilities:

| Facility/Venue | Location |
|---|---|
| | |
| | |
| | |

The AEDs are strategically placed and readily accessible to predetermined AED users to maximize rapid use. The AED is available during school hours and after school during any activity or program organized by the school and supervised by a school employee. The predetermined AED users are school nurses and any other person who has received AED training (American Heart Association, American Red Cross, or equivalent training) and has a completion card on file with the Superintendent. Any anticipated rescuers or users should now also be trained and certified.

The following information is posted with each AED:

1. Instructions to immediately call 911 and instructions for emergency care.
2. Instructions for using an AED.

Please contact me if you would like information on becoming a trained AED user. If you anticipate that your duties make you more likely to use an AED, you should become trained and certified. It is important to note that the Physical Fitness Facility Medical Emergency Preparedness Act and the Local Governmental and Governmental Employees Tort Immunity Act protect staff members from liability. We appreciate your support.

Sincerely,

Superintendent



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Attachments: Step-by-Step Emergency Response Plan (bottom of page ~~4~~5 of 4:170-AP6, *Plan for Responding to a Medical Emergency at a Physical Fitness Facility with an AED*), *Cardiac Emergency Response Plan*

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# General Personnel

## Administrative Procedure - Federal and State Grant Travel Expense Procedures

Employees must follow these procedures, in addition to the requirements of the Board policy 5:60, *Expenses* subhead entitled **Additional Requirements for Travel Expenses Charged to Federal and State Grants**, when their travel expenses are charged to federal grants and State grants governed by the Grant Accountability and Transparency Act (GATA). [1]

Use of Expense Forms

Employees will submit their estimated travel expenses using 5:60-E2, *Employee Estimated Expense Approval Form*, in advance of travel and 5:60-E1, *Employee Expense Reimbursement Form*, following completion of travel. When travel expenses will be charged in part to grant funds and in part to non-grant District funds because certain expenses exceed those permitted to be charged to a grant by policy 5:60, *Expenses*, and/or these procedures, the Superintendent or designee notes that fact and the amount to be charged to each funding source in the "Comments" field on 5:60-E1, *Employee Expense Reimbursement Form*, and/or the "Comments" field on 5:60-E2, *Employee Estimated Expense Approval Form*, as applicable.

Lodging – General

1. Employees are not eligible for actual reimbursement of lodging expenses unless they are on official *travel status* for more than 12 hours. Travel status begins when the employee leaves his or her work location or, if reporting directly to a destination, from his or her residence or other location. It ends when the employee returns to his or her work location or, if reporting directly from the original destination, to the employee's residence or other location at the completion of the authorized travel. See 80 Ill.Admin.Code §3000.140.
2. Employees must first contact any preferred hotel vendors of the District.
3. It is the employee's responsibility to request the lowest available lodging rate the time of making a reservation. However, if the employee requires special lodging consideration due to a disability the employee may be reimbursed the actual cost of the least costly lodging that is substantially accessible. Employees should always inquire if a hotel offers a discounted rate for local government employees, including public school district employees. If applicable, employees should be prepared to show their school identification to prove school district employment when checking-in.
4. Employees should make hotel reservations as far in advance as possible. Employees need to be aware of hotel cancellation policies. In busier times, cancellation policies will sometimes require the traveler to cancel 72 hours in advance or be charged for the room. If an employee must cancel a reservation, the employee needs to cancel before the deadline, if at all possible. Employees making reservations for several nights in a row need to be aware of hotel early

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The footnotes should be removed before the material is used.

[1] 2 C.F.R. ~~§§200.318–200.326~~Part 200; 30 ILCS 708/, Grant Accountability and Transparency Act (GATA). GATA adopts the federal uniform guidance for all grants, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill.Admin.Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education, see www.isbe.net/gata.



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check-out policies. Some hotels charge an early check-out fee if a guest checks out prior to their scheduled departure date.

5. Employees must carefully review the bill upon check-out to ensure that the room charge reflects the appropriate rate and that no unauthorized charges have been added. For example, some hotels will automatically add a security charge or phone usage charge to a bill. If these services are not used, the charges should be removed before checking-out. Energy surcharge and lodging resort fees will be reimbursed if not optional.
6. If direct billing, employees must ensure that all personal or incidental charges are paid when checking-out, i.e., pay movies, personal phone calls, etc.
7. Employees must obtain a copy of the hotel bill to attach to 5:60-E1, *Employee Expense Reimbursement Form*.
8. If traveling by car, an employee needs to inquire regarding self-parking options to minimize parking expenses.

Lodging – Excessive Lodging Requests

When lodging at or below the State or federal rate for a particular location is unavailable, employees must:

1. Document on 5:60-E2, *Employee Estimated Expense Approval Form*, that lodging at the scheduled rate for the location is unavailable.
2. Attach documentation to 5:60-E2, *Employee Estimated Expense Approval Form*, showing that a minimum of three budget to mid-fare hotels were contacted (where available). If there are less than three hotels available in a location to contact, the employee must document that fact on the form. The employee must inquire if the hotels will honor the government rate when obtaining quotes. If the District has any preferred hotels at the location, the employee must contact those hotels first.
3. Submit all excessive lodging requests to the Superintendent or designee for pre-approval. The Superintendent or designee will place a note in the "Comments" field on 5:60-E2, *Employee Estimated Expense Approval Form*, to reflect approval of an excessive lodging amount.

**Note:** An excessive lodging request is not required if an employee stays in accommodations arranged by a conference/seminar organization or in the lowest-priced room available at or near a hotel where a conference or seminar is located.

Meals

Per diem rates and actual reimbursement amounts for meals may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. To determine the lesser amount, compare the State rates with the federal per diem rates. Historically, the State meal allowances have been lower than the federal meal allowances. State rates are available at: https://cms.illinois.gov/employees/travel/travelreimbursement.html~~www2.illinois.gov/cms/employees/travel/pages/travelreimbursement.aspx~~. Federal rates are available at: www.gsa.gov/travel/plan-book/per-diem-rates.

Airfare

When booking airfare, employees:

1. May not book airfare and lodging as a package through third party vendors. When booked as a package, third party vendors do not provide a detailed receipt which causes an issue verifying that the lodging rates are within the proper guidelines.
2. Should always know the restrictions and potential penalties applicable to the fare in case cancellation or change is necessary, regardless of how an airline ticket is booked.


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Ride Sharing Services

When using a ride sharing service such as Uber and Lyft, employees must use the lowest cost service the ride sharing service offers such as "UberX" and "Lyft Standard." Employees will not be reimbursed for premium services offered by ride share companies such as "Uber XL," "UberSELECT," "UberBLACK," "UberSUV," "UberLUX," or "LyftPlus." Employees need to be aware that ride sharing services may charge users more during times of high demand. Ride sharing services typically let riders know in advance when prime time or surge pricing is in effect. Rides obtained during these higher cost periods are not reimbursable.

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# General Personnel

## Administrative Procedure - Designation of District Digital Millennium Copyright Act (DMCA) Agent; Registration Process

Before using this exhibit, consult the Board Attorney to first identify whether the District is an online service provider (OSP) under the DMCA. The DMCA is an amendment to 17 U.S.C. §101 et seq. It provides certain limitations on the liability of OSPs for copyright infringement under the DMCA's *Safe Harbor Provision* (SHP). OSPs are operators of websites that allow users to generate content of their own and upload that content to the OSP's website.

If the District is an OSP, the SHP shields the District from being sued when or if infringing copyrighted content is uploaded to its website(s), and it provides limitations on liability for storage, at the direction of a user, of copyrighted material residing on a system or network controlled or operated by or for an OSP. The SHP is only available if an OSP designates an agent to receive notifications of claimed infringement, provides the agent's contact information to the U.S. Copyright Office, and posts that information on the its website in a location accessible to the public (www.copyright.gov/dmca-directory/~~www.copyright.gov/onlinesp/~~).

If the District is an OSP, the Superintendent or designee will follow these steps to identify and register a DMCA agent to receive notifications of claimed infringement:

1. Identify an agent to receive notification of claims of infringement. This may be the Superintendent, an Assistant Superintendent, or another administrator.
2. Review the video tutorial or video tutorial transcript entitled "Creating a DMCA Designated Agent Registration Account" at www.copyright.gov/dmca-directory/help.html, which provides step-by-step instructions for creating a Registration Account with the U.S. Copyright Office.
3. Go to dmca.copyright.gov/login.html and follow the tutorial instructions to create a Registration Account.
4. Review the video tutorial or video tutorial transcript entitled "Designating an Agent for Service Provider" at www.copyright.gov/dmca-directory/help.html, which provides step-by-step instructions for designating an agent with the U.S. Copyright Office.
5. Log in to your DMCA Designated Agent Registration Account at https://dmca.copyright.gov/dmca/login.html~~dmca.copyright.gov/osp/login.html~~ and follow the tutorial instructions to designate a DMCA agent.
6. Continue following the tutorial instructions to the "Certify and Pay" step, and pay the requisite fee on Pay.gov using one of the payment methods provided. **Note:** Consult the Board Attorney about filing alternative names when registering and whether additional fees may apply. The fee for filing allows for the listing of only one name for OSP. It is the OSP's legal name. If the District uses other names or additional URLs, it should include them in the same filing to avoid additional fees to register.
7. Post the District's DMCA agent's contact information in a publicly accessible location on the website. See Board policy 5:170, *Copyright*. **Note:** Consult the Board Attorney about further steps necessary for registering and posting DMCA agent information. For example, some websites make users verify that they are not infringing copyright when they upload content, along with a Terms of Service and Copyright Policy. Other steps may include training from the


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Board Attorney about procedures to terminate repeat infringers, responding to takedown notices, etc.

LEGAL REF.: 17 U.S.C. §101 et seq., Federal Copyright Law of 1976.

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# Instruction

## Administrative Procedure - Acceptable Use of the District's Electronic Networks

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

Terms and Conditions

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-provided Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networking infrastructure or to any District-issued online account from any computer or device, regardless of location;
3. District-owned and District-issued computers, laptops, tablets, phones, or similar devices.

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

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

**Unacceptable Use** – The user is responsible for his or her actions and activities involving the electronic networks. Some examples of unacceptable uses are:

a. Using the electronic networks for any illegal activity, including violation of copyright or other intellectual property rights or contracts, or transmitting any material in violation of any State or federal law;
b. Using the electronic networks to engage in conduct prohibited by ~~b~~Board policy;
c. Unauthorized downloading of software or other files, regardless of whether it is copyrighted or scanned for malware;
d. Unauthorized use of personal removable media devices (such as flash or thumb drives);
e. Downloading of copyrighted material for other than personal use;
f. Using the electronic networks for private financial or commercial gain;
g. Wastefully using resources, such as file space;
h. Hacking or attempting to hack or gain unauthorized access to files, accounts, resources, or entities by any means;
i. Invading the privacy of individuals, including the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature, such as a photograph or video;
j. Using another user's account or password;



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k. Disclosing any network or account password (including your own) to any other person, unless requested by the system administrator;
l. Posting or sending material authored or created by another without his/her consent;
m. Posting or sending anonymous messages;
n. Creating or forwarding chain letters, spam, or other unsolicited messages;
o. Using the electronic networks for commercial or private advertising;
p. Accessing, sending, posting, publishing, or displaying any abusive, obscene, profane, sexual, threatening, harassing, illegal, or knowingly false material;
q. Misrepresenting the user's identity or the identity of others; and
r. Using the electronic networks while access privileges are suspended or revoked.

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

a. Be polite. Do not become abusive in messages to others.
b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
d. Recognize that the District's electronic networks are not private. People who operate District technology have access to all email and other data. Messages or other evidence relating to or in support of illegal activities may be reported to the authorities.
e. Do not use the networks in any way that would disrupt its use by other users.
f. Consider all communications and information accessible via the electronic networks to be private property.

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

**Indemnification** – By using the District's electronic networks, the user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

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

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

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


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**Copyright Web Publishing Rules** – Copyright law and District policy prohibit the re-publishing of text or graphics found on the Internet or on District websites or file servers/cloud storage without explicit written permission.

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

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

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

**Use of Artificial Intelligence (AI)-Enabled Tools** – The District may approve certain AI-enabled tools for use by students and staff. Students and staff shall comply with the District's AI Responsible Use Guidelines when using AI-enabled tools. The Superintendent or designee shall inform students and staff of the District's AI Responsible Use Guidelines and any updates made to them by including them on the District's website, in the Student Handbook(s), and/or employee handbooks. [1]

The footnotes should be removed before the material is used.

[1] Optional. Delete this paragraph if a board has not adopted the **Artificial Intelligence** subhead in policy 6:235, *Access to Electronic Networks*. The second sentence in this paragraph should be customized to reflect how a district disseminates information to students and staff.



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Internet Safety

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

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

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

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

LEGAL REF.: 20 U.S.C. §7131, Elementary and Secondary Education Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act.
720 ILCS 135/, Harassing and Obscene Communications Act.

**Commented [DJ1]:** Subscriber note: This sentence is revised to align with 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Network*, which states that parents/guardians and students must sign the authorization form before being granted *unsupervised* access.

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# Students

## Administrative Procedure – Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines [1]

Use this procedure to develop a plan for the use of artificial intelligence (AI) in the District and guidelines for the responsible use of AI in support of student learning, educators, and/or District operations, and to facilitate compliance with existing law.

Glossary of Terms

**Artificial Intelligence**[2] – a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. *Artificial intelligence* includes *generative artificial intelligence*.

**Generative Artificial Intelligence** – an automated computing system that, when prompted with human prompts, descriptions, or queries, can produce outputs that simulate human-produced content, including, but not limited to, the following: (1) textual outputs, such as short answers, essays, poetry, or longer compositions or answers; (2) image outputs, such as fine art, photographs, conceptual art, diagrams, and other images; (3) multimedia outputs, such as audio or video in the form of compositions, songs, or short-form or long-form audio or video; and (4) other content that would be otherwise produced by human means.

**U.S. Dept. of Education AI Toolkit** (AI Toolkit) – refers to *Empowering Education Leaders: A Toolkit for Safe, Ethical, and Equitable AI Integration* (Oct. 2024), published by the U.S. Department of Education's Office of Education Technology, available at: http://downloads.microscribepub.com/il/press/federal_resources/FINAL-ED-OET-EdLeaders-AI-Toolkit-10.29.24_20250221.pdf. [3]

| Actor | Action |
|---|---|
| Superintendent or Designee | **Note:** This procedure utilizes an existing administrative committee. See administrative procedure 2:150-AP, *Superintendent Committees*. The administrative committee centralizes the local decision-making process regarding the use (or potential use) of artificial intelligence technologies in a district, which in turn should help districts ensure responsible use of AI and compliance with applicable laws. |

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The footnotes should be removed before the material is used.

[1] Delete this procedure if a board has not adopted the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in sample policy 6:235, *Access to Electronic Networks*.

[2] The definitions for *artificial intelligence* and *generative artificial intelligence* are based on the Ill. Human Rights Act, 775 ILCS 5/2-101(M), (N), added by P.A. 103-804, eff. 1-1-26.

[3] This resource may no longer be available on a federal government website but is being maintained at **PRESS** Online to provide consistent subscriber access.



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| | Convenes the Educational Technology Committee (Committee) for the purposes of: (1) developing, implementing, monitoring, and updating a District-wide AI Plan consistent with Board policy 1:30, *School District Philosophy*, which addresses the District's approach to the integration of AI; (2) developing, implementing, monitoring, and updating District guidelines for the ethical, equitable, and sustainable use of AI to enhance student learning, support educators, and/or contribute to District operations; and (3) responding to issues that arise as students and educators use AI for learning. (See AI Toolkit, p. 37). For these specific purposes, consider adding to the Committee membership students, parents/guardians, and other members with specific expertise, as needed. **Note:** A district may want to combine its AI Plan and AI Responsible Use Guidelines into one document for ease of dissemination and review.<br><br>Regularly informs the School Board of the Committee's progress through inclusion of a Committee Report on the Board's regular meeting agenda.<br><br>Consults with the Board Attorney as needed regarding the AI plan, guidelines, and/or contracts for AI-enabled tools, including whether parent consent should be obtained before students use certain AI-enabled tools.<br><br>Notifies and educates staff, students, and parents/guardians about the District's AI Plan and AI Responsible Use Guidelines. Ensures the AI Responsible Use Guidelines and any updates made to them are included on the District's website and in the Student Handbook(s) and/or employee handbooks. [4]<br><br>Annually reports to the Board on the progress of the District's AI Plan, the AI Responsible Use Guidelines, and updates made to them.<br><br>Ensures that any specific AI-enabled tools considered for use in the District are vetted through the Committee in accordance with administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*. See the AI Toolkit at p.45 for factors to consider when evaluating AI-based products or services, with links to vetting resources.<br><br>Makes recommendations to the Board about vendor contracts for AI-enabled tools, as needed and in alignment with Board policies 4:60, *Purchases and Contracts*, and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*.<br><br>Provides professional development opportunities/resources, as appropriate, to staff members who may utilize AI in their work. |

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The footnotes should be removed before the material is used.

[4] The second sentence may be customized to reflect how a district disseminates information to students and staff; it should align with the methods included in administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*.



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| Actor | Action |
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| Educational Technology Committee | Identifies specific goals regarding AI. Examples of goals include (AI Toolkit, p. 38):<br>• Identify current and potential uses of AI for student learning in the District.<br>• Gather evidence on the uses both from published research and from experience in the District.<br>• Collect information on topics related to the risks of these uses of AI including data privacy, algorithmic bias, incorrect or misleading results (also referred to as *hallucinations*), content moderation that impacts learning, and equity risks.<br>• Create an initial risk management plan based on the information collected in the previous bullet point.<br>• Recommend professional development opportunities for educators and staff regarding use of AI to support student learning.<br>• Create a communication plan to keep the community informed about the Committee's work.<br>Establishes separate subcommittees within the Committee as needed to meet goals and fulfill deliverables.<br>To assist with the development of a District AI Plan and AI Responsible Use Guidelines, identifies and documents the opportunities and risks/challenges of the use of AI in the District:<br>1. Opportunities for effective use of AI in the District may include, but are not limited to (AI Toolkit, p. 5-6; see also Teach AI's *AI Guidance for Schools Toolkit*, at: www.teachai.org/toolkit, p. 18-23, and https://online.flippingbook.com/view/476927943/22/ for further examples):<br>• Enhancement of student assessment<br>• Addressing learning variability<br>• Adaptation of academic content through personalization, differentiation, or individualization<br>• Reduction of administrative burdens<br>• Assistance with lesson planning<br>• Improvement of classroom materials, including language translations<br>• Improved professional learning for educators<br>• Increased efficiency in operations (e.g., through data analysis)<br>2. Risks/challenges of AI use in the District, may include, but are not limited to (AI Toolkit, p. 6-9; see also Teach AI's *AI Guidance for Schools Toolkit*, at: www.teachai.org/toolkit, p. 18-23, and https://online.flippingbook.com/view/476927943/22/ for further examples):<br>• Lack of transparency about AI tools and how they function and collect data<br>• Privacy and data security concerns |

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| | • Bias and unfairness<br>• Discrimination concerns (see https://files.eric.ed.gov/fulltext/ED661946.pdf for potential examples)<br>• Harmful content that perpetuates stereotypes<br>• Malicious use for cyberbullying, including the generation of fabricated images or videos (also referred to as "deep fakes")<br>• Use of AI for cheating<br>• Hallucination risk and wrong information<br>• Overreliance on AI-enabled tools and/or not including a human in the loop of decision making<br>• Pressure to adopt AI-tools before adequate guidance is available<br>• Cost and resources<br>• Access to technology<br>• Lack of AI literacy<br>• Resistance to change<br><br>**Note:** The AI Toolkit (p. 7) provides examples of where the use of AI may pose enhanced risks to the safety, privacy, or rights of students.<br><br>Considers using the *K-12 Generative AI Readiness Checklist (Oct. 2023)*, at: www.cgcs.org/genaichecklist and/or Gen AI Maturity Tool (Nov. 2024), at: www.cosn.org/wp-content/uploads/2024/12/Cosn_CGCS-K-12-Gen-AI-Maturity-Tool-V5_FINAL1.pdf to evaluate the safety, privacy, security, and ethical implications of using Generative AI in the District and the District's readiness to use it. Districts can also take a self-assessment of readiness at: https://cloudreadiness.amazonaws.com/#/k12genairt.<br><br>Develops the District's AI Plan and AI Responsible Use Guidelines for the ethical, equitable, and sustainable use of AI to enhance student learning, support educators, and/or contribute to District operations:<br>1. Before establishing the AI plan and guidelines, considers hosting listening sessions to engage with different groups within the District's learning community (AI Toolkit, p. 30-33) and answers questions such as (AI Toolkit, p. 50-51):<br>• How is AI being used now in the District?<br>• What new uses are likely, whether arriving by student choice, through integration into existing platforms, or via newly acquired tools?<br>• What appropriate uses of edtech and AI should continue? (Consider perspectives of students, educators, families, administrators, and others).<br>• What are inappropriate uses of AI that should be prohibited? (Consider multiple perspectives). |


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| | • What are high-risk uses of AI where additional risk management practices should be required?<br>• In what ways can students and educators have agency and choice, while avoiding downsides and risks to the broader community?<br>2. When developing an AI plan for the District, considers working within the structure of the framework suggested in the AI Toolkit at p. 54-58:<br>• **Govern** – assess opportunities that align with the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in Board policy 6:235, *Access to Electronic Networks*.<br>• **Map** – (1) recognize how opportunities are specific to different members of the District's learning community, (2) identify and document how AI-enabled tools might help to promote equity so that all students have the opportunity to learn, and (3) anticipate existing and potential risks posed by each type of use of AI.<br>• **Measure** – (1) establish relationships with vendors that are able to measure the strength of an opportunity and quality of risk mitigation, advocating for more transparency and accountability from vendors, (2) gather and use evidence to measure the efficacy and risk mitigation of an AI-enabled system.<br>• **Manage** – (1) strengthen capacity to manage implementation of new uses of technology so all members of the District's learning community can benefit, (2) increase professional learning opportunities for educators so that they can manage the risks of using AI-enabled tools.<br><br>The District AI Plan should communicate how the District intends to coordinate its staff, students, resources, and activities to realize strategic educational benefits while mitigating the most consequential risks. (AI Toolkit, p. 54.) For an example of an initial plan created within this framework, see the AI Toolkit at p. 58. Examples of other frameworks that can be used in the development of a District AI Plan are also available within the AI Toolkit at p. 55.<br><br>3. When establishing AI guidelines for staff and students, considers the following key elements (AI Toolkit, p. 51):<br>• Definitions to support AI literacy, including an understanding of how AI-related tools can impact well-being.<br>• Specific responsibilities and expectations regarding academic behavior (for both educators and students), for example, how to cite sources, how to represent one's own work, how to respect copyright and avoid plagiarism, and protecting privacy and security.<br>• Allowable or prohibited uses of AI, such as allowing the use of AI to generate initial ideas and prohibiting cyberbullying.<br>• High-risk uses of AI, such as the use of AI to make decisions which may impact the rights or safety of students and staff. |

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| | • Consequences for misuse that align with administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, which specifies how the District will monitor use and respond to misuse.<br>• Recognition that students and staff with disabilities may have unique needs and may require support beyond what the guidelines provide, and that their needs will be considered consistent with the Individuals with Disabilities Education Act, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.<br><br>For sample guidance resources, see Teach AI's *AI Guidance for Schools Toolkit*, pp. 29-39, at: www.teachai.org/toolkit.<br><br>Regularly, but not less than annually, monitors the AI plan and guidelines and updates them as needed to meet the District's needs and to comply with updates to the law and technology. |
| Staff Members | Participate in professional development regarding AI, as appropriate.<br><br>Understand and abide by Board policy 6:235, *Access to Electronic Networks*, administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, the District's AI Plan, and the District's AI Responsible Use Guidelines. |

**K-12 Artificial Intelligence Resources:**

https://tech.ed.gov/education-leaders-ai-toolkit/
https://www.ltcillinois.org/
https://www.cosn.org/ai/
https://www.teachai.org/
https://www.edsafeai.org/safe
https://iste.org/ai
https://online.flippingbook.com/view/476927943/
https://crpe.org/responsive-systems-policies/ai-in-education/

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# Students

## Administrative Procedure - Accommodating Transgender, Nonbinary, or Gender Nonconforming Students [1]

This procedure's accommodation and support guidelines advance the District's goals of: (1) providing all students equal access to a safe, non-hostile learning environment, and (2) implementing risk management controls in a developing and unsettled area of the law in which the federal Dept. of Education's Office ~~of~~for Civil Rights (OCR) and Dept. of Justice (DOJ) have issued guidance.

While there is no mandate requiring procedures for accommodating transgender, nonbinary, and gender nonconforming students, this procedure guides school officials through the: (1) application of State and federal anti-discrimination laws to this student population, and (2) common needs for which transgender, nonbinary, or gender nonconforming students may request accommodations and support at school. This procedure applies to all school activities, school-provided transportation, and school-sponsored events regardless of where they occur.

The Building Principal, Nondiscrimination Coordinator,~~[2]~~ Title IX Coordinator, and/or Complaint Manager, with input from others as appropriate, will implement this procedure. They will work with each transgender, nonbinary, or gender nonconforming student, and as appropriate with the student's parent(s)/guardian(s), to manage a student's accommodations and supports on a case-by-case basis. The Board Attorney will be consulted concerning legal compliance.

Gender-Based Discrimination Is Prohibited

School districts must provide equal educational opportunities to transgender, nonbinary, and gender nonconforming students. Under State law, *sex discrimination* extends to claims of discrimination based on *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(O-1); 775 ILCS 5/5-101(11); 23 Ill.Admin.Code §1.240. The Ill. Human Rights Act (IHRA) defines *sexual orientation* as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). IHRA permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.

Federal law prohibits exclusion and discrimination on the basis of *sex*. 20 U.S.C. §1681(a), Title IX of the Education Amendments of 1972 (Title IX). ~~Updated Title IX regulations explain that discrimination on the basis of sex "includes discrimination on the basis of sex stereotypes, sex characteristics,~~

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The footnotes should be removed before the material is used.

[1] Administrative procedures guide the district administration's implementation of board policy. To implement a policy, the purpose and function of the policy must be understood. The purpose and function of 7:10, *Equal Educational Opportunities* is three-fold:

1. to ensure legal compliance with equal educational opportunity (EEO) laws,
2. to direct or authorize the superintendent or staff members to implement EEO laws, and
3. to establish board processes, and/or provide information about EEO laws to staff members and students.

This administrative procedure provides considerations for supports and accommodations that transgender students or gender nonconforming students may need as required by policy 7:10, *Equal Educational Opportunities*.

~~[2] If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, insert "Title IX Coordinator," here.~~



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~~pregnancy or related conditions, sexual orientation, and gender identity." 34 C.F.R. §106.10.~~ The U.S. Dept. of Education has taken varying positions on the application of Title IX to transgender or gender nonconforming students depending upon the administration in power. However, t~~T~~he Seventh Circuit U.S. Court of Appeals (which has jurisdiction over the State of Illinois) has ruled that a school's practice of denying a transgender student access to the bathroom that aligned with his gender identity violated Title IX because it was a sex-based classification. See Whitaker by Whitaker v. Kenosha Unified Sch. Dist. No. 1 Bd. of Educ., 858 F.3d 1034 (7th Cir. 2017); A.C. v. Metropolitan Sch. Dist. of Martinsville, 45 F.4th 760 (7th Cir. 2023), *cert. denied*, 2024 WL 156480 (2024).

Board policy 7:10, *Equal Educational Opportunities*, recognizes the legal requirements described above. This procedure's guidance on accommodating transgender, nonbinary, or gender nonconforming students is based on non-regulatory guidance from the Ill. State Board of Education (ISBE) and the Ill. Dept. of Human Rights (IDHR), as well as OCR pronouncements. See the last section, **Resources**.

Gender-Based Discrimination, Harassment, and/or Bullying Prohibited

The laws prohibiting gender discrimination require the District to protect transgender, nonbinary, and gender nonconforming students from sex discrimination, sex-based harassment, and bullying by other students. Under Title IX, ~~discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or other related conditions, sexual orientation, and gender identity. Title IX also makes~~ a school district is responsible for damages suffered by a student who was the victim of prohibited sexual ~~based hostile environment~~ harassment: unwelcome ~~sex based~~ conduct ~~that, based on the totality of the circumstances, is subjectively and objectively~~determined by a reasonable person to be so severe, pervasive, and objectively offensive ~~and is so severe or pervasive~~ that it effectively~~limits or~~ denies a person~~'s ability to participate in or benefit from~~ equal access to the District's educational program or activity. 34 C.F.R. §106.30(a)~~2~~. Board policy 2:265, *Title IX Grievance Procedure*, and its accompanying procedures are used to address sexual ~~based~~ harassment as defined in Title IX.

The School Code prohibits bullying on the basis of actual or perceived sexual orientation, gender-related identity or expression, and/or association with a person or group with one of the aforementioned actual or perceived characteristics. 105 ILCS 5/27-23.7(a). The Board policy on bullying and the District's suite of bullying prevention materials are used to address and resolve peer bullying and harassment of transgender or gender nonconforming students. See Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

Terminology and Definitions

The District uses the following terms and definitions when discussing accommodations for a transgender, nonbinary, or gender nonconforming student (from the *Arcadia Resolution Agreement*, 7-24-13, at: www.justice.gov/crt/about/edu/documents/arcadiaagree.pdf and ISBE Non-Regulatory Guidance, *Supporting Transgender, Nonbinary and Gender Nonconforming Students*, at: www.isbe.net/supportallstudents). **Note:** Definitions are not intended to label students, but rather to assist with understanding.

*Gender-based discrimination* – a form of sex discrimination, refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.


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*Sex assigned at birth ~~and~~ or assigned sex* – a label a person is given at birth, often based on a medical professional's interpretation of the newborn's physical characteristics. Common examples may be *male* or *female*. This is typically the sex reflected on one's original birth certificate.

*Gender expression* – an individual's characteristics and behaviors such as appearance, dress, grooming, mannerisms, voice or speech patterns, activities, and social interactions that are perceived as masculine, feminine, both, or neither.

*Gender identity* – a person's internal, deeply held sense or psychological knowledge of their own gender that can include being female, male, another gender, nonbinary, gender nonconforming, or no gender, and is unrelated to the person's sex assigned at birth. Gender identity is an innate part of a person's identity, and the responsibility for determining an individual's gender identity rests with the individual. Unlike gender expression, gender identity is not visible to others.

*Nonbinary* – a term used to describe people whose gender identity is not exclusively male or female, including those who identify as a gender other than male or female, as more than one gender, or as no gender.

*Transgender* – an individual whose gender identity is different from the individual's assigned sex at birth. Being transgender is not dependent on appearance, body parts, or medical procedures. Transgender can also be used as an umbrella term that encompasses diversity of gender identities and expressions. For purposes of this procedure, a *transgender student* is a student who consistently and uniformly asserts a gender identity different from the student's assigned sex, or for whom there is documented legal or medical evidence that the gender identity is sincerely held as part of the student's core identity.

*Intersex* – a term used for a variety of conditions in which a person is born with a reproductive and/or sexual anatomy that does not seem to fit the typical, binary definitions of female or male. Intersex conditions are not always discernable at birth or the awareness of internal anatomy present at birth may not be known to the person until puberty, if it is known at all. A derogatory term previously used for intersex individuals is *hermaphrodite*.

*Gender transition* – the process whereby people may change their gender expression, bodies, and/or identity documents to match their gender identity. Transition can be social (changing gender expression, using facilities, using a different name/pronouns), medical (hormones and/or surgeries), and/or legal (changing name/gender marker on identity documents), and is different for every individual. It is common for gender transition to be an ongoing process and is unique to each person.

*Gender stereotypes* – stereotypical notions of masculinity and femininity, including expectations of how boys or girls represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.

*Gender nonconforming or gender expansive* – one's gender expression or gender identity that does not conform to traditional, societal, or stereotyped expectations based on the sex assigned at birth. Gender expansive individuals may identify as male, female, some combination of both, or neither.

*Gender pronouns* – the set of words used to refer to someone without using their name. Common examples include, but are not limited to, "she/her/hers," "he/him/his," "they/them/theirs," and "ze/zir/zirs."

*Gender support plan* – a document that may be used to create a shared understanding about the way in which a student's gender identity will be accounted for and supported at school.

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*Facilities* – refers to facilities and accommodations used by students at school or during school-sponsored activities and trips, and include, but are not limited to, restrooms, locker rooms, and overnight facilities.

Relevant Board Policies for Accommodations, Supports, and Inclusion of Transgender, Nonbinary, or Gender Nonconforming Students

2:260, *Uniform Grievance Procedure*, contains the process for an individual to seek resolution of a complaint. A student may use this policy to complain about bullying. The District Complaint Manager shall address the complaint promptly and equitably.

2:265, *Title IX Grievance Procedure*, contains the process for an individual to report or complain of sexual harassment ~~discrimination~~ in violation of Title IX~~, including sex-based harassment~~. The District Title IX Coordinator shall address the report or complaint promptly and equitably.

6:60, *Curriculum Content*, requires the history curriculum to include a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBT) people in the history of the U.S. and Illinois and, if offered by the District, requires the implementation of a comprehensive health education program in accordance with State law, which may include the National Sex Education Standards (NSES) sex education curriculum. If NSES is offered, it must be inclusive and sensitive to students' needs on many bases, including based on their status as intersex and based on their gender, gender identity, and gender expression. See 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*.

6:65, *Student Social and Emotional Development*, requires that social and emotional learning be incorporated into the District's curriculum and other educational programs.

7:10, *Equal Educational Opportunities*, requires that equal educational and extracurricular opportunities be available to all students without regard to, among other protected statuses, sex, sexual orientation, and gender identity.

7:20, *Harassment of Students Prohibited*, prohibits any person from harassing, intimidating, or bullying a student based on an actual or perceived characteristic that is identified in the policy including, among other protected statuses, sex, sexual orientation, and gender identity.

7:130, *Student Rights and Responsibilities*, recognizes that all students are entitled to rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting.

7:160, *Student Appearance*, prohibits students from dressing or grooming in such a way as to disrupt the educational process, interfere with a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency.

7:165, *Student Uniforms*, encourages students to wear school uniforms in order to maintain and promote orderly school functions, school safety, and a positive learning environment, if adopted.

7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, contains the comprehensive structure for the District's bullying prevention program.

7:185, *Teen Dating Violence Prohibited*, 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.

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7:250, *Student Support Services*, directs the Superintendent to develop protocols for responding to students' social, emotional, or mental health needs that impact learning.

7:290, *Suicide and Depression Awareness and Prevention*, directs the Superintendent to develop, implement, and maintain a suicide and depression awareness and prevention program.

7:330, *Student Use of Buildings - Equal Access*, grants student-initiated groups or clubs the free use of school premises for their meetings, under specified conditions.

7:340, *Student Records*, contains the comprehensive structure for managing school student records, keeping them confidential, and providing access as allowed or required.

Common Needs for Transgender, Nonbinary, or Gender Nonconforming Students; Accommodations and Supports

The goal of an accommodation is to allow a transgender, nonbinary, or gender nonconforming student to equally participate in educational and extracurricular opportunities. The right of transgender students to accommodations is generally found in legislation (IHRA and Title IX) but has not been fully interpreted by the courts. Determining appropriate accommodations must be made on a case-by-case basis depending upon the needs expressed by the student.

The Superintendent may establish a gender support team that will identify accommodations for a specific student. Those accommodations may be documented in a gender support plan or other written document. The Board Attorney should be consulted and may be invited to be a member of the team.

This following list of possible accommodation considerations is not exhaustive, and each student's request must be managed on a case-by-case basis. A particular student may not be interested in an accommodation for each item listed. This area of law is rapidly evolving. **Seek the Board Attorney's advice concerning the scope and extent of accommodations**.

1. Gender transition
2. Names and gender pronouns
3. School student records
   For managing demographic information in the ISBE Student Information System, see www.isbe.net/Documents/student_demographics.pdf. ISBE is not required to collect student sex, sexual orientation, or gender identity data for its major programs, unless required for federal reporting. 20 ILCS 65/20-15(a-5), amended by P.A. 103-175
4. Student privacy and confidentiality
5. Access to gender-segregated areas, e.g., locker rooms and restrooms
6. Sports and physical education classes - participation in competitive athletic activities and contact sports is resolved pursuant to IHSA policy #34, *Policy and School Recommendations for Transgender Participation* at: www.ihsa.org/About-the-IHSA/Constitution-By-laws-Policies.
7. Dress codes
8. Gender segregation in other activities, e.g., class discussions and field trips (including any overnight school trips)
9. Communication with a new school about gender-specific accommodations upon transfer or graduation

Training for School Staff Members

Professional development for staff members should include regular opportunities to gain a better understanding of equal educational opportunity laws, gender identity, gender expression, and gender diversity; the development of gender identity in children and adolescents; developmentally appropriate


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strategies for communicating with students and parents/guardians about issues related to gender identity; gender-affirming approaches to ensuring the safety and support of transgender, nonbinary, and gender nonconforming students; developmentally appropriate strategies for preventing and intervening in bullying incidents; and Board policies regarding equal educational opportunities, bullying, discrimination, and student privacy.

Resources

IDHR, *Non-Regulatory Guidance Relating to Protection of Transgender, Nonbinary, and Gender Nonconforming Students Under the Ill. Human Rights Act* (Dec. 2021), at: https://dhr.illinois.gov/publications/guidance-re-illinois-students-1221.html.

ISBE, *Supporting Transgender, Nonbinary and Gender Nonconforming Students* (Mar. 2020), at: www.isbe.net/supportallstudents.

*Gender Spectrum*, an organization whose mission is to create a gender-inclusive world for all children and youth, at: www.genderspectrum.org.

Mass. Dept. of Elementary and Secondary Education, *Guidance for Massachusetts Public Schools Creating a Safe and Supportive School Environment Nondiscrimination on the Basis of Gender Identity* (Oct. 2021), at: www.doe.mass.edu/sfs/lgbtq/GenderIdentity.html.

~~OCR Resources for LGBTQI+ Students, at: www2.ed.gov/about/offices/list/ocr/lgbt.html~~

Ill. Association of School Boards, *Transgender, Nonbinary, and Gender Nonconforming Students: Legal Issues* ~~(Sept. 2023)~~, at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/transgender,-nonbinary,-and-gender-nonconforming-s/.

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# Students

## Administrative Procedure - Accommodating Breastfeeding Students [1]

The Superintendent or designee shall ensure that students who choose to breastfeed an infant after returning to school are provided reasonable accommodations. A student who is a nursing mother may take reasonable breaks during the school day to express breast milk or breastfeed an infant. The District's Nondiscrimination Coordinator and/or Title IX Coordinator, in consultation with the Building Principal and building-level Article 26A Resource Person (see Board policies 7:250, *Student Support Services*, and 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*), will implement reasonable accommodations for the nursing mother in a manner that minimizes disruption to the student's education.

Reasonable accommodations for breastfeeding students, include, but are not limited to:

1. Access to a private and secure room, other than a bathroom, to express breast milk or breastfeed an infant child.
2. Permission to bring onto the school campus a breast pump or other equipment used to express breast milk.
3. Access to a power source for a breast pump or any other equipment used to express breast milk.
4. Access to a place to store expressed breast milk safely.
5. Reasonable breaks to accommodate the student's need to express breast milk or breastfeed an infant child~~, or attend to health needs associated with breastfeeding (including eating, drinking, or using the restroom)~~.~~[2]~~
6. The opportunity to make up work missed to due to the student's use of reasonable accommodations for breastfeeding.

Complaints

The District's Complaint Manager or ~~Non-discrimination~~Nondiscrimination Coordinator or designee will process any complaints regarding reasonable accommodations for breastfeeding students in accordance with Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*~~2:265, *Title IX Grievance Procedure*~~. In those cases when~~re~~ a complainant appeals the Superintendent's decision to the Board, the Superintendent will inform the complainant that he or she may appeal the Board's decision to the Regional Superintendent and, thereafter, to the State Superintendent, in accordance with 23 Ill.Admin.Code §200.40.

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The footnotes should be removed before the material is used.

[1] This procedure is appropriate for inclusion in a student handbook. The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/resources/model-student-handbook. Consult ~~with~~ the board attorney for advice regarding what accommodations a school may have to provide to breastfeeding students at off-campus extracurricular activities, such as field trips or recreational trips. There is currently a lack of case law guidance in this area. Protections in the School Code are limited to reasonable accommodations "on a school campus." 105 ILCS 5/10-20.60. However, Title IX regulations generally prohibit fund recipients from applying any rule concerning a student's parental status which treats students differently on the basis of sex. 34 C.F.R. §106.40.

~~[2] 34 C.F.R. §106.40(b)(3)(ii)(C).~~



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LEGAL REF.: 34 C.F.R. §106.40.
105 ILCS 5/10-20.60 and 5/26A.

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# Students

## Administrative Procedure - School Admissions and Student Transfers To and From Non-District Schools

Annual Review

The Superintendent or designee reviews this procedure to ensure it is consistent with applicable State and federal laws.

Legal Citations

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parenthesis indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Guidance Documents

The following non-regulatory guidance list provides more information:

1. Ill. State Board of Education's annual registration and enrollment guidance document titled Residency & Enrollment, Immigrant Pupils, Homeless Pupils and School Fees & Waivers, www.isbe.net/Documents/guidance_reg.pdf;
2. *Dear Colleague Letter: School Enrollment Procedures*, (OCR 05/08/14), www.justice.gov/sites/default/files/crt/legacy/2015/01/07/eldcleng.pdf;
3. *Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents* (revised 05/08/14), ~~www2.ed.gov/about/offices/list/ocr/docs/qa-201405.pdf~~www.justice.gov/sites/default/files/crt/legacy/2014/05/08/plylerqa.pdf; and
4. *Fact Sheet: Information on the Rights of All Children to Enroll in School*, ~~www2.ed.gov/about/offices/list/ocr/docs/dcl-factsheet-201405.pdf~~www.justice.gov/sites/default/files/crt/legacy/2014/05/08/plylerfact.pdf.

**Transferring In**

| Steps | Requirements and Actions That Must Be Completed |
|---|---|
| Compliance with admission eligibility prerequisites in State law and School Board policy | All students seeking admission shall meet all residency, age, health examination, immunization, and other eligibility prerequisites as mandated by State law and School Board policy on admissions. See Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*. |
| Compliance with the Missing Children Records Act and | The Building Principal or designee of the school into which the student is transferring shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. 325 ILCS 55/5(b); 20 Ill.Admin.Code §1290.60(a).<br><br>If the person enrolling a student fails to comply with the above requirement, the Building Principal or designee shall immediately |



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| Steps | Requirements and Actions That Must Be Completed |
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| Missing Children Registration Law [1] | notify the local law enforcement agency and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the matter will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, refer the case.<br><br>The Building Principal or designee shall immediately report to the local law enforcement authority and the Ill. ~~Dept. of~~ State Police (ISP) any affidavit explaining the inability to produce a copy of the birth certificate that appears inaccurate or suspicious in form or content. 325 ILCS 50/5(b) and 55/5(b).<br><br>The Building Principal or designee shall, within 14 days after enrolling a transfer student, request directly from the student's previous school a certified copy of the student's record. 23 Ill.Admin.Code §375.75(b); 325 ILCS 50/5(c) and 55/5(c). |
| Compliance with the Good Standing Requirement | The parent(s)/guardian(s) of a student who is transferring from an Illinois public school shall ensure that a completed *Good Standing Form* from that school arrives at the school into which the student is transferring. 105 ILCS 5/2-3.13a.<br><br>The *Good Standing Form*, ISBE Form 33-78, available at: www.isbe.net/Documents/33-78_student_transfer.pdf, indicates whether the student's medical records are current and whether the student is currently being disciplined by a suspension or expulsion. 105 ILCS 5/2-3.13a(b).<br><br>If the student is transferring from any private school (whether located in Illinois or not) or any non-Illinois public school, the parent(s)/guardian(s) shall certify in writing that the student is not currently serving a suspension or expulsion imposed by the school from which the student is transferring. 105 ILCS 5/2-3.13a(b). |

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The footnotes should be removed before the material is used.

[1] The Missing Children Records Act (325 ILCS 50/) and the Missing Children Registration Law (325 ILCS 55/) are almost identical. Both require either a certified copy of the student's birth certificate or "other reliable proof, as determined by the ~~[Ill. Dept. of~~Illinois State Police~~]~~, of the child's identity and age and an affidavit explaining the inability to produce a copy of the birth certificate."

What constitutes "other reliable proof of a child's identity" is unclear. The Missing Children Records Act (325 ILCS 50/5(b)(1)) defines it as "a passport, visa or other governmental documentation of the child's identity." The Missing Children Registration Law (325 ILCS 55/5(b)) defines it by referring to the Ill. ~~Dept. of~~ State Police's implementing rule at 20 Ill.Admin.Code §1290.60(a). The rule states that a certified copy of the student's birth certificate is the only acceptable proof of a student's identity and age for purposes of school enrollment. Further, it states that "The Department finds no other proof to be reliable."

Requiring a certified copy of the birth certificate is the best practice to comply with State law but school districts may not prevent or discourage a child from enrolling or attending school because he or she lacks a birth certificate. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa or other governmental or religious documentation of identity. **Important:** Schools cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See, Plyler v. Doe, 457 U.S. 202 (1982). See also f/n 11 in sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, and the **Guidance Document** subhead of this procedure above.



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| Steps | Requirements and Actions That Must Be Completed |
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| | The Building Principal or designee shall deny admittance to any student who was suspended or expelled for any reason from any public or private school in this or any other state until the student completes the entire term of the suspension or expulsion. 105 ILCS 5/2-3.13a(a).<br><br>**Note:** The ~~Superintendent or designee~~Board may adopt a policy providing that if a student is suspended or expelled for any reason from any public or private school in this or any other state, the student must complete the entire term of the suspension or expulsion~~, upon the request of the parent(s)/guardian(s), place the student~~ in an alternative school program established under the School Code. 105 ILCS 5/2-3.13a(a); 5/10-22.6(g). If the Board adopts such a policy, it must allow the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. ~~**Note:**~~ Amend this paragraph as necessary to be consistent with board policy (see f/n 1~~7~~4, Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, and Board policy 7:190, *Student Behavior*).<br><br>If the student is transferring from an Illinois public school, the Building Principal or designee shall refuse to admit the student unless the student can produce a *Good Standing Form*.<br><br>If the student is transferring from any private school (whether located in Illinois or not) or any non-Illinois public school, the Building Principal or designee shall refuse to admit the student unless his or her parent(s)/guardian(s) certify in writing that the student is not currently serving a suspension or expulsion imposed by the school from which the student is transferring. |
| Compliance with the School Code and the Illinois School Student Records Act | If a request has not been made, the Building Principal shall request academic transcripts and medical records from the student's former school.<br><br>The Building Principal or designee shall enroll a student whose former school transferred an unofficial record of grades in lieu of the student's official transcript of scholastic records pursuant to 105 ILCS 5/2-3.13a(a) and 23 Ill.Admin.Code §375.75(i). 105 ILCS 10/8.1.<br><br>Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student's last school district. 105 ILCS 10/8.1(d); 105 ILCS 70/32. Simultaneous with the enrollment of a child of active duty military personnel, the |


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| Steps | Requirements and Actions That Must Be Completed |
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| | Building Principal or designee shall request the child's educational records from his or her former school. 105 ILCS 70/32. |
| Compliance with laws concerning education of homeless children | The Building Principal or designee shall immediately enroll a homeless child even if the child is unable to produce records normally required for enrollment, in accordance with Board policy 6:140, *Education of Homeless Children*, and administrative procedure 6:140-AP; *Education of Homeless Children*. 42 U.S.C. §11432(g)(3)(C)(i) (McKinney-Vento Homeless Assistance Act); 105 ILCS 45/1-20.<br><br>The Building Principal or designee must immediately contact the school last attended by the child to obtain relevant academic and other records. 42 U.S.C. §11432(g)(3)(C)(ii); 105 ILCS 45/1-10. |
| Other admission steps | Building Principal or designee shall make the class or grade level assignment, with input from a counselor when needed, and may accept or reject the transferring school's recommendations.<br><br>When parent(s)/guardian(s) of a student eligible for special education present a copy of the student's current individualized education program (IEP) to a new school, the student must be placed in a program described in the IEP. 105 ILCS 10/8.1(c); 23 Ill.Admin.Code §226.50(a)(1). If the school does not receive a copy of the student's current IEP or a verbal or written confirmation of the requirements of that IEP from the previous school district when the student is presented for enrollment, the student must be placed in a setting that the District believes will meet the student's needs until a copy of the current IEP is obtained or a new IEP is developed. 23 Ill.Admin.Code §226.50(a)(2).<br><br>The Building Principal or designee shall administer a Student Home Language Survey, to each student entering the District's schools for the first time. 23 Ill.Admin.Code §228.15(a). ISBE provides Sample Home Language Surveys that are available in English and twenty-nine other languages under the Home Language Surveys tab at: www.isbe.net/Pages/Screening-for-English-Language-Proficiency.aspx.<br><br>If the Building Principal or designee did not send a request for records to the student's former school or school district, he or she shall send a notification to the school or school district from which the student transferred documenting that the student has enrolled in the school. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e).<br><br>The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who |

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| Steps | Requirements and Actions That Must Be Completed |
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| | is either deployed to active duty or expects to be deployed to active duty during the school year. ~~P.A. 99-30 repealed~~ 105 ILCS 5/22-70~~65; this language is not contained in 105 ILCS 70/~~. Such students will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed. 105 ILCS 70/33. All course, program, extracurricular, graduation and other placements from the student's former school shall be initially honored if the District has those options, and space is available. 105 ILCS 70/35.<br><br>*For Districts that collect biometric information*:<br><br>The Building Principal or designee shall notify the student and the student's parent(s)/guardian(s) of their rights with respect to the collection, distribution, and retention of biometric information in accordance with the **Student Biometric Information Collection** subhead in Board policy 7:340, *Student Records*. 105 ILCS 5/10-20.40; 23 Ill.AdminCode §375.30(a). |

**Transferring Out**

| Steps | Requirements and Action That Must Be Completed |
|---|---|
| Initial step | The parent(s)/guardian(s) of a student shall notify the Building Principal of their intent, pay outstanding fees or fines, sign a release form authorizing the release of student records, and return all school-owned property. |
| Compliance with the Illinois School Student Records Act | After receiving a request to transfer school student records, the Building Principal or designee of the transferring school must provide written notice of the nature and substance of the information to be transferred and the opportunity to inspect, copy, and challenge the record. 23 Ill.Admin.Code §375.70(a).<br><br>The Building Principal or designee of the transferring school must, within 10 days of the notice of the student's transfer, forward a copy of the student's school record to the student's new school. 105 ILCS 10/8.1(b); 23 Ill.Admin.Code §375.75(c), (h). Each school must forward written information relative to the grade levels, subjects and record of academic grades achieved, current mathematics and language arts placement levels, health records, and a most current set of standardized test reports. However, if the student has unpaid fines or fees and is transferring to a public school located in Illinois or any other state, an official record of the student's grades will be sent in lieu of the student's official transcript of scholastic records. 105 ILCS 5/2-3.13a(a); 23 Ill.Admin.Code §375.75(i).<br><br>For children of active duty military personnel, if official educational records cannot be released to a student for the purpose |

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| Steps | Requirements and Action That Must Be Completed |
|---|---|
| | of transferring, the Building Principal or designee shall prepare and furnish a complete set of unofficial educational records to the extent feasible. 105 ILCS 70/32(a).<br><br>The Building Principal or designee shall, within 10 days after the student has paid all of his or her outstanding fines and fees and at the school's own expense, forward an official transcript of the scholastic records as defined in 23 Ill.Admin.Code §375.75(i). 105 ILCS 5/2-3.13a(a).<br><br>The Building Principal shall notify the parent(s)/guardian(s) and the student of the destruction schedule for the student's permanent and temporary school records and of his or her right to request a copy of those records. 105 ILCS 10/4(h)~~, amended by P.A. 101-161, eff. 1-1-20~~; 23 Ill.Admin.Code §375.40(c).<br><br>If within 150 days after a student leaves a school, the school has not received a request for the student's record, or been presented with other documentation that the student has enrolled in another school, the student is counted in the school's and District's calculation of its annual dropout rate. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e). |
| Compliance with requirements for destruction of biometric information (if applicable) | The Building Principal or designee of the transferring school shall, within 30 days, ensure the destruction of any biometric information collected in accordance with the **Student Biometric Information Collection** subhead in 7:340, *Student Records*.<br><br>No biometric information shall be transferred to another school district in which a student has enrolled. 105 ILCS 5/10-20.40; 23 Ill.Admin.Code §375.70(a)(2). Destruction of a student's biometric information is not subject to authorization by the appropriate Local Record Commission (50 ILCS 205/7). 105 ILCS 5/10-20.40(d); 23 Ill.Admin.Code §375.40(c). |
| Compliance with the Missing Children Records Act and Missing Children Registration Law | The Building Principal or designee of the transferring school must send the student's records within 10 days of receipt of the request, unless the record has been flagged pursuant to the Missing Children Records Act and/or Missing Children Registration Law; if flagged, the copy shall not be forwarded and the requested school must notify the local law enforcement authority and ISP of the request. 325 ILCS 55/5 and 50/5.<br><br>If ISP notifies a school of a current or former student's disappearance, the school must flag the student's record so that whenever information regarding the record is requested, the school can immediately report the request to ISP. |
| Compliance with the Good Standing Requirement | The Building Principal or designee of the transferring school shall send to the school in which the student will or has enrolled a completed *Good Standing Form* (ISBE Form 33-78 available at: |

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| Steps | Requirements and Action That Must Be Completed |
|---|---|
| | www.isbe.net/Documents/33-78_student_transfer.pdf) and, if a transferring student is currently suspended or expelled, indicate (105 ILCS 5/2-3.13a(a)):<br>1. The date and duration of the suspension or expulsion, and<br>2. Whether the suspension or expulsion is for knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.), for knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis, or for battering a staff member of the school. |
| Compliance with the Illinois Domestic Violence Act | If a child transferring to another school is a *protected person* under an order of protection, the petitioner may request the Building Principal or designee to provide written notice of the order of protection, along with a certified copy of the order, to the institution to which the child is transferring. 750 ILCS 60/222(f).<br>The Building Principal or designee shall respond to the above request by providing, within 24 hours of the transfer or sooner if possible, written notice of the order of protection, along with a certified copy of the order, to the institution to which the child is transferring. 750 ILCS 60/222(f). |
| Compliance with requirements for tracking transfer | The Superintendent and Building Principal, or their designees, shall count a student as a dropout in the calculation of a school's and District's annual student dropout rate unless the school or district to which a student transferred sends notification that the student has enrolled in the transferee school or school district. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e). |

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
Plyler v. Doe, 457 U.S. 202 (1982).
105 ILCS 5/2-3.13a, ~~and~~ 5/10-20.40, and 5/10-22.6.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
750 ILCS 60/222, Ill. Domestic Violence Act of 1986.
20 Ill.Admin.Code §1290.60(a).
23 Ill.Admin.Code Part 375, Student Records.


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# Students

## Student Handbook - Gang Activity Prohibited [1]

Students are prohibited from engaging in gang activity.[2] *Gang* means any combination, confederation, alliance, network, conspiracy, understanding, or other similar conjoining of three or more persons with an established hierarchy that, through its membership or through the agency of any member, engages in a course or pattern of criminal activity. Drug distribution, burglary, theft, assaults, and weapon-related offenses are typically associated with established gangs. ~~A *gang* is any group of two or more persons whose purpose includes the commission of illegal acts.~~

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

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

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The footnotes should be removed before the material is used.

[1] State or federal law may impact this student handbook provision; it concerns an area in which the law is unsettled.

~~This sample procedure is based on~~ A school board can create and enforce a comprehensive policy ~~used~~ to prevent and prohibit gang activity ~~by~~ in its ~~the~~ schools~~district.~~ ~~in~~ Olesen v School Dist. 228, 676 F.Supp. 820 (N.D.Ill. 1987). Administrators supervising buildings with frequent gang activity should be familiar with the laws prohibiting such activity, e.g., 740 ILCS 147/ (Ill. Streetgang Terrorism Omnibus Prevention Act); 720 ILCS 5/12-6.2 (gang intimidation); and 720 ILCS 5/12-6.4 (gang recruitment on school grounds). The definition of *gang* in this procedure is based on 740 ILCS 147/10 and the Ill. State Board of Education's *Criminal Gang Activity Safety Hazard Guidelines* at: www.isbe.net/Documents/Criminal-Gang-Act-Safety-Hazard-Guidelines.pdf.

[2] Many types of gang activity are illegal; a district's discipline authority, however, may not extend to every criminal act, or to every act of wrongdoing, committed by a student. Districts must generally find a connection between a student's off-campus misconduct and the school before it may deprive the student of the student's right to attend school. Gendelman v. Glenbrook North High School and Northfield Township School Dist. 225, 2003 WL 21209880 (N.D.Ill. 2003)(student suspensions for hazing at non-school event upheld). School officials may remove students from extra-curricular activities and athletics for non-school-related activities because students do not enjoy a protected property right to such participation. Clements v. Decatur Public School Dist. 61, 133 Ill.App.3d 531 (4th Dist. 1985).

~~This sample procedure assumes that schools have very extensive authority to~~A district's authority to regulate gang activity ~~because~~, even if it occurs off school grounds, ~~it~~ may be justified because it severely intimidates students, creates an atmosphere of fear thus impeding student attendance, may lead to violence in school by competing gangs, and may be used to recruit new members from the student body. School boards should seek legal advice on this issue.

~~The policy at issue in Olesen v. School Dist. No. 228 used a more limited scope of authority than this policy. Schools that desire to state a more limited scope of authority may substitute the following where indicated:~~

~~*[Substitute this sentence for the original policy's first sentence]* Gang activity is prohibited on or about school grounds, on school buses, or off school grounds at any school activity. *[Continue with original policy]*~~

~~*[Substitute this sentence for the original policy's first sentence of the second paragraph]* No student on or about school grounds, on school buses, or off school grounds at a school activity shall engage in any gang activity, including but not limited to: *[continue with original policy]*~~



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Students engaging in any gang-related activity may~~will~~ be subject to one or more of the following disciplinary actions: [3]

Removal from extracurricular and athletic activities
Conference with parent(s)/guardian(s)
Referral to appropriate law enforcement agency
Suspension for up to 10 days
Expulsion not to exceed two calendar years

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[3] Schools may state the possible disciplinary consequences in the manner in which they are stated for other acts of misconduct in the student handbook. 105 ILCS 5/10-22.6(b-10) explicitly forbids zero tolerance policies; therefore, disciplinary consequences should not be stated in a manner that requires suspension or expulsion for particular behaviors.



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# Students

## Student Handbook - Electronic Devices [1]

Electronic Signaling Devices [2]

Students may not use or possess electronic signaling (paging) devices or two-way radios on school property at any time, unless the Building Principal specifically grants permission.

Cell Phones and Other Electronic Devices [3]

The possession and use of ~~smartphones,~~ cellular phones, including smartphones, and other electronic devices, other than paging devices and two-way radios, are subject to the following rules:

1. They must be kept out of sight and in an inconspicuous location, such as a backpack, purse, or locker, unless use is authorized by the teacher or for the reasons in number two, below. 4
2. They must be turned **off or silenced** during the regular school day unless: (a) the supervising teacher grants permission for them to be used; (b) use of the device is provided in a student's individualized education program (IEP) or Section 504 plan; (c) the device is used during the student's lunch period; or (d) the device is needed during an emergency.
3. They may not be used in any manner that will cause disruption to the educational environment or will otherwise violate student conduct rules.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] 105 ILCS 5/10-20.28, grants school boards the authority to "establish appropriate rules and disciplinary procedures governing the use or possession of cellular radio telecommunication devices by a student while in a school or on school property, during regular school hours, or at any other time." The statute contains no mandates. School boards that adopted policies prohibiting students from using or possessing any cell phones on school property must amend those policies before using this sample student handbook language about cell phones and electronic devices.

Some boards may prefer to maintain their ban on cell phone and pager use and possession on school grounds. With the advent of sexting, bans on cell phone and electronic device usage during school hours are viable sexting prevention options. If so, the administration should not change the student handbook's language with the use of this sample language.

[2] 105 ILCS 5/10-21.10, ~~amended by P.A. 101-87,~~ still prohibits student possession of electronic paging devices unless the school board has expressly authorized use or possession of the device or similar electronic paging device by a student when in a school building or on school property.

[3] The School Code does not define *electronic device*, but the Juvenile Court Act provides guidance in its definition of an *electronic communication device*, and the Criminal Code of 2012 provides guidance in its definition of *computer*. Electronic communication device includes, but is not limited to, electronic devices, wireless telephones, personal digital assistants, or portable or mobile computers, that are capable of transmitting images or pictures. 705 ILCS 405/3-40(a). Computer means a device that accepts, processes, stores, retrieves, or outputs data and includes, but is not limited to, auxiliary storage, including cloud-based networks of remote services hosted on the Internet, and telecommunications devices connected to computers. 720 ILCS 5/17-0.5.

*Wireless telephone* is synonymous with *cellular telephone* (see www.thesaurus.com, listing cellular and wireless telephones as synonyms). Because the terms are synonyms, an electronic communication device also includes a cellular telephone. While the definition of electronic communication device at 705 ILCS 405/3-40(a) appears to make using *cell phone*, *electronic device*, and *computer* redundant, this sample will continue to use *cell phones* and *electronic devices* for simplicity. Change the subhead to *electronic communication devices* if the district wants to use one term.

[4] Delete this sentence if the board has deleted the *out-of-sight* limitation from board policy 7:190, *Student Behavior*. See sample policy 7:190, *Student Behavior*, at f/n 16.



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4. They may not be used for *sexting*, as defined in Board policy 7:190, *Student Behavior* ~~creating, sending, sharing, viewing, receiving, or possessing *indecent visual depictions*[5] or *non-consensual dissemination of private sexual images*[6] as defined in State law, i.e., *sexting*.[7] Possession is prohibited regardless of whether the depiction violates State law~~. Any cellular phone or electronic device may be searched upon reasonable suspicion of sexting or other violations of policy. All sexting violations will require school administrators to follow student discipline policies in addition to contacting the police and reporting suspected child abuse or neglect when appropriate.

Electronic study aids may be used during the school day if:

1. Use of the device is provided in the student's IEP, or
2. Permission is received from the student's teacher; e.g., Bring Your Own Technology (BYOT) programs.

Examples of electronic devices that are used as study aids include: devices with audio or video recording, MP3 players, some cellular phones, smartphones, laptop computers, Chromebooks®, and tablet computers or devices, e.g., iPads®.

Examples of electronic devices that are **not** used as study aids include: hand-held electronic games, MP3 players used for a purpose other than a study aid, global positioning systems (GPS), radios, and cellular phones, including ~~and~~ smartphones (with or without cameras), used for a purpose other than a study aid.

The use of technology as educational material in a curriculum-based program is not a necessity but a privilege, and a student does not have an absolute right to use his or her electronic device while at school. If applicable, using technology as a study aid must always follow the established rules for the BYOT program. Using technology at all other times must always follow the established rules for cellular and smartphones and other electronic devices at school.

The School District is not responsible for the loss or theft of any electronic device brought to school.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

~~[5] 705 ILCS 405/3-40(a). See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, for the definition. *Indecent visual depiction* means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female, a fully or partially developed breast of the person. This law was enacted to provide law enforcement officials an alternative to bringing child pornography charges against minors in possession of indecent visual depictions through placing them under the supervision of juvenile courts.~~

~~[6] 720 ILCS 5/11-23.5, amended by P.A. 103-825, eff. 1-1-25. See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, for the definition.~~
~~*Non-consensual dissemination of private sexual images* is a crime. It is committed when a person:~~
~~(1) intentionally disseminates an image of another person:~~
~~(A) who is at least 18 years of age; and~~
~~(B) who is identifiable from the image itself or information displayed in connection with the image; and~~
~~(C) who is engaged in a sexual act or whose intimate parts are exposed, in whole or in part; and~~
~~(2) obtains the image under circumstances in which a reasonable person would know or understand that the image was to remain private; and~~
~~(3) knows or should have known that the person in the image has not consented to the dissemination.~~

~~[7] Id. Sexting is a portmanteau word of sex and texting with no clear definition. It is commonly explained as the act of sending *sexually explicit* photos, images, or messages electronically, primarily by mobile phone or the internet. For purposes of this procedure, it includes the Juvenile Court Act and Criminal Code of 2012 definitions of *indecent visual depiction* (see f/n 5) and *non-consensual dissemination of private sexual images* (see f/n 6), respectively.~~


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# Students

## Administrative Procedure - Guidelines for Investigating Sexting Allegations

Establishing procedures with local law enforcement agencies and State's attorneys to investigate allegations of sexting protects the District, its staff and its students from the broad legal implications that sexting allegations present. This administrative procedure contains three sections:

1. Glossary of Terms
2. Preparation of Guidelines for Investigating Sexting Allegations
3. Investigation and Management of Sexting Allegations

Glossary of Terms

**Electronic device**: any type of electronic communication device, defined in the Juvenile Court Act of 1987 at 705 ILCS 405/3-40(a). It includes, but is not limited to, a wireless telephone, personal digital assistant, or a portable or mobile computer, that is capable of transmitting images or pictures. This includes cellular telephones (see www.thesaurus.com/, listing cellular and wireless telephones as synonyms). For more discussion, see f/n 3 in sample administrative procedure 7:190-AP5, *Student Handbook - Electronic Devices*.

**Sexting**:[1] ~~a portmanteau word of sex and texting with no clear definition. It is commonly explained as~~ the act of creating, sending, sharing, viewing, receiving, or possessing sexually explicit ~~photos, images, or~~ messages, images, or videos electronically, regardless of whether they are authentic or computer-generated, through the use of a computer, electronic communication device, or cellular phone. ~~electronically, primarily by mobile phone or the internet. For purposes of this procedure, i~~It also includes:

1. Creating, sending, sharing, viewing, receiving, or possessing an *i~~I~~ndecent visual depiction*, which under the Juvenile Court Act of 1987 means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female,[2] a fully or partially developed breast of the person (705 ILCS 405/3-40(a) (enacted to provide law enforcement officials an alternative to bringing child pornography charges against minors in possession of indecent visual depictions through placing them under the supervision of juvenile courts)), or
2. *Non-consensual dissemination of private sexual images*, which under the Criminal Code of 2012 (720 ILCS 5/11-23.5, amended by P.A. 103-825), is a crime that is committed when a person:
    a. intentionally disseminates an image of another person:
        ~~i. who is at least 18 years of age; and~~

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The footnotes should be removed before the material is used.

[1] Ensure the definition of *sexting* in this administrative procedure aligns with the definition that appears in policy 7:190, *Student Behavior*.

[2] 705 ILCS 405/3-40(a) assumes sex is binary and does not address transgender females or individuals who identify as nonbinary. Consult the board attorney about this definition if an involved student is transgender or nonbinary.



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~~ii.~~i. who is identifiable from the image itself or personal identifying information[3] displayed or disseminated in connection with the image, or the identity is known to the person who disseminated the image; and

~~iii.~~ii. who is engaged in a sexual act or whose intimate parts are exposed, in whole or in part; and

b. obtains the image under circumstances in which a reasonable person would know or understand that the image was to remain private; and

c. knows or should have known that the person in the image has not consented to the dissemination ~~(720 ILCS 5/11-23.5(b))~~.

3. *Non-consensual dissemination of sexually explicit digitized depictions*,[4] which under the Criminal Code of 2012 (720 ILCS 5/11-23.7, added by P.A. 103-825), is a crime that is committed when a person:

a. intentionally disseminates a sexually explicit digitized depiction of another person who is identifiable from the image itself or personal identifying information displayed or disseminated in connection with the image, or the identity is known to the person who disseminated the image; and

b. knows or should have known the person in the image has not consented to the dissemination.

Preparation of Guidelines for Investigating Sexting Allegations

This section identifies best practices to create guidelines for investigating sexting allegations at the District-wide level. The Superintendent should discuss this procedure with local law enforcement agencies and State's attorneys to minimize the potential legal implications for students and administrators that managing sexting in school presents. Customize the procedure to each District's specific needs.

| Actor | Action |
|---|---|
| Superintendent or designee | Convene a meeting with the Board Attorney, local law enforcement agencies, and State's attorney to determine best practices and procedures for investigating sexting in the District. Use the **Investigation and Management of Sexting Allegations** section (see below) as a template for discussion at the meeting and customize it to meet local considerations as necessary.<br><br>Ask the Board Attorney to provide direction about searching student-owned electronic devices in Step 2: Isolate Evidence / Confiscate Device in the **Investigation and Management of Sexting Allegations** section (see below). |

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[3] *Personal identifying information* is defined in 720 ILCS 5/16-0.1 and includes a person's name, address, date of birth, telephone number, among other items. See 720 ILCS 5/11-23.5, amended by P.A. 103-825, for definitions of other terms in this provision, including *image*, *sexual act*, and *intimate parts*.

[4] *Sexually explicit digitized depiction* means any image, photograph, film, video, digital recording, or other depiction or portrayal that has been created, altered, or otherwise modified to realistically depict either: (1) the intimate parts of another human being as the intimate parts of the depicted individual or computer-generated intimate parts of the depicted individual, or (2) the depicted individual engaging in sexual activity in which the depicted individual did not engage. 720 ILCS 5/11-23.7(a), added by P.A. 103-825. See Id. for definitions of other terms in this provision, including *intimate parts* and *sexual activity*. For *personal identifying information*, see f/n 3, above.



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| Actor | Action |
|---|---|
| | Searching electronic devices involves Fourth Amendment to the U.S. Constitution search and seizure issues. ~~and the~~ The federal Stored Communication Act (SCA) (18 U.S.C. §2701) can also be implicated if the District wants to access information stored on a personal cellular phone from a third-party provider ~~issues~~. Generally asking for permission, calling the parents to come and look through the phone, or getting a warrant solves these~~is~~ issues. **Note**: See *Searching and Seizing Computers and Obtaining Electronic Evidence Manual* (Sept. 2009), Chapter 3, The Stored Communication Act, at:<br><br>www.justice.gov/d9/criminal-ccips/legacy/2015/01/14/ssmanual2009_002.pdf<br>~~https://www.justice.gov/file/442111/download~~<br><br>~~and Orin S. Kerr, *A User's Guide to the Stored Communications Act, and a Legislator's Guide to Amending It*, George Washington Law Review (Aug. 2004), at:~~<br><br>~~courses.ischool.berkeley.edu/i205/s10/readings/week10/kerr-storedcomm.pdf.~~<br><br>Identify and list all State's attorneys and local law enforcement agencies with jurisdiction over the District's boundaries. Provide this list to all Building Principals in the District.<br><br>Provide the local State's attorney offices and law enforcement agencies with an annual list of school buildings and the names of each building's administrators that are located within their jurisdictions.<br><br>Invite local State's attorney offices and law enforcement agencies to meet with District school officials to provide input on how the District should manage sexting.<br><br>Add an agenda item about sexting to a Parent Teacher Advisory Committee meeting (see Board policy 2:150, *Committees*). Include information from discussions with State's attorneys and local law enforcement about the issue. Discuss local considerations for:<br><br>1. Disciplinary actions and consequences in response to sexting; and<br>2. Sexting education and prevention efforts.<br><br>Consider adding information about the negative consequences of sexting to the District's sex education curriculum. See, U.S. Dept. of Justice (DOJ) Guide titled *Citizen's Guide to United States Federal Child Exploitation and Obscenity Laws*, at: www.justice.gov/criminal-ceos/citizens-guide-us-federal-child-exploitation-and-obscenity-laws~~; MTV's four-part series titled *Sexting in America: When Privates Go Public*, available at: www.mtv.com/news/1631123/mtv-news-sexting-in-america-when-privates-go-public-premieres-on-valentines-day/~~. |

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| Actor | Action |
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| | Consider adding the above resources to exhibit 4:170-AP2, E4, ~~*Exhibit* *Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting*~~.<br><br>Convene a meeting with Building Principals to inform them of the District's Investigation and Management of Sexting Allegations procedures (see below).<br><br>Raise awareness of and increase educational opportunities about sexting as necessary. Follow the Parent Teacher Advisory Committee's recommendations for providing sexting education and prevention efforts.[5] Invite the local State's attorney and local law enforcement to participate in the District's education and prevention efforts. |
| Building Principals | Educate building staff members about the procedures for **Investigation and Management of Sexting Allegations** (see below).<br><br>Follow the Investigation and Management of Sexting Allegations. |

Investigation and Management of Sexting Allegations

This section relies upon the Building Principal or designee to manage several practical and legal implications when conducting sexting allegation investigations.

| Actor | Action |
|---|---|
| Building Principal or designee | **Step 1: If the alleged conduct is governed by Board policy 2:265, *Title IX Grievance Procedure* (Notification and Information subhead):**<br><br>Skip Step 2 and consult with the Title IX Coordinator regarding Steps 3, 5, and 6. Continue to follow Step 4. **Note:** The District may not issue discipline for alleged conduct covered by Title IX unless there is a determination at the conclusion of the Title IX Grievance Process that the Respondent engaged in discrimination prohibited by Title IX.<br><br>**Step 2: If the alleged conduct is not governed by Board policy 2:265, *Title IX Grievance Procedure*, then investigate.**<br><br>~~**Investigate**~~<br><br>Determine where actions took place.<br><br>Contact parents/guardians of all students involved.<br><br>Contact the Superintendent and request permission to contact the Board Attorney.<br><br>**Step 3~~2~~: Isolate Evidence / Confiscate Device** |

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The footnotes should be removed before the material is used.

[5] If a district offers the National Sex Education Standards (NSES), any recommendations should align with NSES. See sample policy 6:60, *Curriculum Content*, and its f/n 3~~5~~4, and sample administrative procedure 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*.



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| | NEVER transfer or store depictions on personal or school electronic devices to minimize accusations of possession of child pornography. (See 720 ILCS 5/11-20.1 et seq., 720 ILCS 5/11-23.5(c) (provides an exception on transfer of an image for a lawful purpose), and 18 U.S.C. §§2251, 2252, and 2252A). Also see the DOJ's Child Exploitation and Obscenity Section discussing child pornography issues, available at: www.justice.gov/criminal-ceos.<br><br>Contact the Board Attorney for guidance to determine whether to involve local law enforcement or manage the situation within the District's disciplinary policy.<br><br>See Joshua D. Herman, *Criminal Law. Sexting: It's No Joke, It's a Crime*. Illinois Bar Journal, Volume 98, No. 4, P. 192 at f/n 42 (published April 2010), at: www.isba.org/ibj/2010/04/criminallaw, (quoting an attorney in the Ill. Attorney General's High Tech Crimes Bureau who advises school administrators to immediately confiscate devices with such material on them and report the incident to law enforcement immediately, stating that possession of a sext message that is child pornography is no different than possessing a "kilo of cocaine.")<br><br>Follow Board policy 7:140, *Search and Seizure*, and administrative procedure 7:150-AP, *Agency and Police Interviews*.<br><br>Follow the Board Attorney's direction regarding searches of student owned technological devices. See Preparation of Guidelines for Investigating Sexting Allegations (above).<br><br>**Step ~~4~~3: Follow the reporting requirements of Board policy 5:90, *Abused and Neglected Child Reporting*, when applicable**<br><br>A *sexted* image may constitute child abuse depending upon the visual depiction or image, the ages of the individuals involved, and other circumstances. See 325 ILCS 5/3 and 705 ILCS 405/2-3(2) which includes sex offenses defined at 720 ILCS 5/1-1 et seq. School personnel are granted broad immunities against civil and criminal claims for filing reports in good faith, even if the report is unfounded. In contrast, school personnel who willfully fail to report may be guilty of a Class A misdemeanor (325 ILCS 5/4(m)) and face suspension or revocation of their licenses, endorsements, or approvals (105 ILCS 5/21B-75~~, amended by P.A.s 102-552 and 102-702, eff. 7-1-23~~).<br><br>**Step 5~~4~~: Determine appropriate disciplinary actions for all students involved in the incident**<br><br>Evaluate disciplinary options. Remember that a student who forwards sexts of himself or herself likely expected the depiction to remain private. As a result, consider the social stigma, bullying, harassment, and severe embarrassment issues involved in the issue. |



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| | Provide ~~an~~ equivalent discipline to all students involved in the creation, dissemination, and storage of the sexted image, whenever possible.<br><br>~~See Sorenen, Vitale, and Haase, *Sexting at School: Lessons Learned the Hard Way*. National School Board Association, Council of School Attorney's Inquiry & Analysis, f/n 40 (published February 2010), and available at: http://kycss.org/ns/wp-content/uploads/2020/11/SSI-Sexting-Handout-NSBA-Sexting-at-School-Lessons-Learned-the-Hard-Way.pdf. It discusses several sex equality claims against school districts for punishing students differently when they are involved in the same incident.~~<br><br>For situations that may require unequal punishment, contact the Superintendent so that he or she may consult the Board Attorney.<br><br>**Step 6~~5~~: Prepare a plan to prevent harassment and bullying of involved students**<br><br>Remind the students and their parents/guardians of the Board policies 2:265, *Title IX Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.<br><br>Instruct involved students not to harass anyone involved in the sexting incident and keep the issues confidential.<br><br>Consider involving the social worker or school counselor, if available, in the process to assist students.<br><br>Follow Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, for students who violate the policy. |

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# Students

## Administrative Procedure - Electronic Recordings on School Buses [1]

Review of Electronic Recordings [2]

Electronic video and audio recordings are viewed to investigate an incident reported by a bus driver, administrator, law enforcement officer working in the District, supervisor, student, or other person. They are also viewed at random.

Viewing and/or listening to electronic video and/or audio recordings is limited to law enforcement officers working in the District and District personnel. These individuals must have~~;~~ (1) a law enforcement, security, or safety reason, or (2) a need to investigate and/or monitor student or driver conduct. A written log will be kept of those individuals viewing a video recording stating the time, name of individual viewing it, and date the video recording was viewed.

If the content of an electronic recording becomes the subject of a student disciplinary hearing, it will be treated like other evidence in the proceeding.

An electronic video or audio recording may be reused or erased after 14 days unless it is needed for an educational or administrative purpose. [3]

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The footnotes should be removed before the material is used.

[1] The superintendent should consult with the board attorney concerning the status of video and/or audio recordings that were made on school buses. This procedure implements the statutory prerequisites for districts using electronic audio and visual recording devices on school buses. 720 ILCS 5/14-3(m). These required prerequisites are contained in an exception to the criminal eavesdropping statute. It prohibits recording a conversation in which someone has a reasonable expectation of privacy without the consent of all parties but allows citizens to record public conversations without obtaining consent.

[2] Confusion surrounds whether or not electronic video or audio recordings are *education records* for purposes of the federal Family Education Rights and Privacy Act (FERPA)(20 U.S.C. §1232g) and/or *school student records* as defined in the Ill. School Student Records Act (ISSRA)(105 ILCS 10/).

The U.S. Dept. of Education *FAQs on Photos and Videos under FERPA*, at www.studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa, states that a video of a student is an education record, subject to specific exclusions, when the video is: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Id., citing 20 U.S.C. §1232g(a)(4)(A); 34 C.F.R. §99.3. One such exclusion is for records created and maintained by a law enforcement unit of an educational agency or institution for law enforcement purposes. Id., citing 20 U.S.C. §1232g(a)(4)(B)(ii); 34 C.F.R. §§ 99.3, 99.8. The Ill. State Board of Education (ISBE) considerably reduced the confusion by stating in its rule that *school student records* do not include video or other electronic recordings "created at least in part for law enforcement or security or safety reasons or purposes." 23 Ill.Admin.Code §375.10. ISBE rules also specify that: (1) electronic recordings made on school buses, as defined in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3, are not *school student records*, (Id.) and (2) no image on a school security recording may be designated as directory information (23 Ill.Admin.Code §375.80(a)(2)(B)). This treatment exempts school bus videos from the multiple requirements in ISSRA. When responding to a request under the Freedom of Information Act (5 ILCS 140/) for recordings on school buses, a district will need to find an exemption other than the recording is a *school student record*.

[3] The superintendent may change the number of days for keeping a video recording. The Local Records Act (LRA) governs the destruction of public records. 50 ILCS 205/. Unless a record contains informational data appropriate for preservation, the LRA is not triggered and the record may be destroyed. Electronic recordings on school buses may be destroyed because they typically do not contain informational data appropriate for preservation.



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Notice of Electronic Recordings 720 ILCS 5/14-3(m).

The Eavesdropping Act exempts electronic recordings on school buses from its coverage when transportation is provided for a school activity, provided the School Board adopted a policy authorizing their use. Notice of the adopted policy regarding video and audio recordings shall be: (1) clearly posted on the front door and interior of the school bus, (2) provided to students and parents/guardians, and (3) included in student handbooks and other documents.

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# Students

## Administrative Procedure - Protocol for Responding to Students with Social, Emotional, or Mental Health Needs [1]

Student Support Committee

Each Building Principal shall annually appoint a building-level Student Support Committee that shall have the tasks described in this Administrative Procedure. Committee members must be school staff members who are qualified by professional licensing or experience to address issues concerning students who may have social, emotional, or mental health needs. As needed on a case-by-case basis, the Student Support Committee may request the involvement of the Building Principal, relevant teachers, and the parents/guardians. Records produced and shared among Committee members may be subject to laws governing student records. Confidential information given by a student to a therapist is governed by the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/.

Children's Mental Health Partnership's Plan and Annual Progress Reports

The Illinois Children's Mental Health Partnership (ICMHP) develops and updates its statewide Children's Mental Health Plan (CMH Plan). The CMH Plan is a statewide strategic blueprint or *roadmap* to promote and improve the children's mental health system and covers a range of recommendations and strategies necessary to reforming the children's mental health system in Illinois. By Dec. 30 of each year, the ICMHP must submit an annual progress report to the Governor for approval. The Student Support Committee will monitor the annual ICMHP progress report~~, available at: www.icmhp.org/our-work/our-annual-reports.~~ and ~~T~~the CMH Plan, ~~is~~both available at: ~~www.dhs.state.il.us/page.aspx?item=68168~~https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/child-health/icmhp.html. After reviewing both documents~~websites~~, the Student Support Committee will decide how to implement its recommendations and strategies as appropriate within the resources available in the District.

Referrals

Staff members should refer a student suspected of having social, emotional, or mental health needs to the building-level Student Support Committee. The Student Support Committee will review information about a referred student, including prior interventions, and suggest appropriate steps for referral and follow-up. The Student Support Committee may offer strategies to a referred student's classroom teachers and parents/guardians about ways they can manage, address, and/or enhance the student's social and emotional development and mental health. In addition, the Student Support Committee may recommend coordinated educational, social work, school counseling, student assistance services, and/or a case study evaluation, as well as referrals to outside agencies.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] The Children's Mental Health Act, 405 ILCS 49/, ~~amended by P.A. 102-899, eff. 1-1-23,~~ requires districts to have a protocol for responding to children with social, emotional, or mental health needs, or a combination of such needs, that impact learning ability. The complexity and scope of such a protocol will vary from district to district. At minimum, the superintendent should consider including the first three sections of this sample procedure.

The Children's Mental Health Act also requires every district to have a policy for incorporating social and emotional development into the district's educational program. See sample policy 6:65, *Student Social and Emotional Development*.



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Referrals under this procedure are unrelated to the special education evaluation process and do not trigger the District's timeline for evaluations. However, the use of these procedures shall not circumvent the special education process. See Administrative Procedure 6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities*.

School Counseling, School Social Work, School Psychological, and School Nursing Services [2]

The Student Support Committee may request school counselors, school social workers, school psychologists, and school nurses to provide support and consultation to teachers and school staff about strategies to promote the social and emotional development and mental health of all students. They may also be requested to provide screening and early detection approaches to identify students with social, emotional, and mental health needs.

School counselors, school social workers, school psychologists, and school nurses will inform parents/guardians of all issues that pose a health and/or safety risk; they will inform the Building Principal of any health or safety risks that are present in the school.

Psycho-Educational Groups [3]

As appropriate, the Student Support Committee may recommend that a student participate in a variety of psycho-educational groups. These groups are typically led by school counselors, social workers, or psychologists, but are not structured as therapeutic services. Groups are designed to help students better understand issues and develop strategies to manage issues of concern to them that may, if not addressed, interfere significantly with the students' educational progress or school adjustment. Groups have a written curriculum that guides discussion over a set period of time, generally five weeks. A student may participate in a group without parent/guardian permission for one such time period; subsequent enrollment in the same group requires parent/guardian permission.

Students in a group who present significant concern and for whom therapeutic services must be considered will be referred to the social workers, psychologists, or school counselors for individual consultation. (See above description of these services.)

*Erin's Law* Counseling Options, Assistance, and Intervention [4]

The Student Support Committee shall identify District and community-based counseling options for students who are affected by sexual abuse and grooming behaviors, along with options for victims of sexual abuse to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center[5] and sexual assault crisis center(s) that serve the District, if any.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[2] See sample policy 7:250, *Student Support Services*, at f/ns ~~3-6~~4-7, for information about the roles and licensure of school support personnel, including school counselors, school social workers, school psychologists, and school nurses.

[3] Omit this section if the school does not have a psycho-educational program in place.

[4] Required by *Erin's Law,* 105 ILCS 5/10-23.13(b)(2), (3), and (5)~~, amended by P.A. 102-610~~.

[5] To identify a Children's Advocacy Center (CAC) that may serve the district, see www.childrensadvocacycentersofillinois.org/about/map. For more information on CACs, see sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.



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Article 26A Domestic or Sexual Violence and Parenting Resource Personnel [6]

The Student Support Committee shall assist the designated resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to identify in-school and non-school-based support service options for such students. Every two years, the Student Support Committee shall assist the Superintendent or designee, Building Principal, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. See administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

School and Community Linkages

When possible, the Student Support Committee shall seek to establish linkages and partnerships with diverse community organizations with the goal of providing a coordinated, collaborative early intervention social and emotional development and mental health support system for students that is integrated with community mental health agencies and organizations and other child-serving agencies and systems.

LEGAL REF.: 105 ILCS 5/10-23.13 and 5/26A.
405 ILCS 49/, Children's Mental Health Act.

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[6] Required by 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.



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# Students

## Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

The District provides accommodations and support services to students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to enable them to succeed in school. Use this procedure to implement the District's program for supporting Article 26A students.

The topics outlined in this procedure include: Glossary of Terms; Notification, Roles, and Responsibilities; Training; Initial Response; Article 26A Support Services; Confidentiality; Recordkeeping; and Policy and Procedure Review.

Complaints alleging violations of Article 26A are processed using administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

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Glossary of Terms [2]

**Confidential** – Information or facts expected and intended to be kept private or protected by an existing privilege in the Ill. Code of Civil Procedure, 735 ILCS 5/. The District may disclose confidential information if disclosure is required by State or federal law or is necessary to complete proceedings relevant to 105 ILCS 5/26A. Designation of student information as confidential applies to the District and does not limit a student's right to speak about the student's experiences.

**Consent** – Includes, at a minimum, a recognition that (i) consent is a freely given agreement to sexual activity, (ii) an individual's lack of verbal or physical resistance, or submission resulting from the use of threat of force does not constitute consent, (iii) an individual's manner of dress does not constitute consent, (iv) an individual's consent to past sexual activity does not constitute consent to future sexual activity, (v) an individual's consent to engage in one type of sexual activity with one person does not constitute consent to engage in any other type of sexual activity with that person or any sexual activity with another person, (vi) an individual can withdraw consent at any time, and (vii) an individual cannot consent to sexual activity if that individual is unable to understand the nature of the activity or give knowing consent due to the circumstances that include, but are not limited to, all the following:

1. The individual is incapacitated due to the use or influence of alcohol or drugs.
2. The individual is asleep or unconscious.
3. The individual is under the age of consent.
4. The individual is incapacitated due to a mental disability.

**Complainant**[3] – A student who is a survivor of domestic or sexual violence and/or a student who is a parent or expectant parent who is alleged to be the victim of conduct that could constitute a violation

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The footnotes should be removed before the material is used.

[1] Required by 105 ILCS 5/26A-25, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. Ensure that this sample administrative procedure is aligned with the district's policies, procedures, and practices.

[2] Unless otherwise noted, all defined terms are based on definitions in 105 ILCS 5/26A-10, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[3] The definition of *complainant* is based on a recommended definition from the second ESS Task Force. See p. 17 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.



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of 105 ILCS 5/26A (Article 26A). To the extent that the complainant is a minor student, the student's parent/guardian may be a complainant on behalf of their child.

**Domestic or Sexual Violence** – Domestic violence, gender-based harassment, sexual activity without consent, sexual assault, sexual violence, or stalking. Domestic or sexual violence may occur through electronic communication. Domestic or sexual violence exists regardless of when or where the violence occurred, whether or not the violence is the subject of a criminal investigation or the perpetrator has been criminally charged or convicted of a crime, whether or not an order of protection or a no-contact order is pending before or has been issued by a court, or whether or not any domestic or sexual violence took place on school grounds, during regular school hours, or during a school-sponsored event.

**Domestic or Sexual Violence Organization** – A nonprofit, nongovernmental organization that provides assistance to victims of domestic or sexual violence or advocates for those victims, including an organization carrying out a domestic or sexual violence program, an organization operating a shelter or a rape crisis center or providing counseling services, an accredited Children's Advocacy Center, an organization that provides services to or advocates on behalf of children and students who are gay, lesbian, bisexual, transgender, or gender nonconforming, an organization that provides services to or advocates on behalf of children and students who are parents or expectant parents, or an organization seeking to eliminate domestic or sexual violence or to address the consequences of that violence for its victims through legislative advocacy or policy change, public education, or service collaboration.

**Domestic Violence** – Abuse by family or household members, as those terms are defined in the Ill. Domestic Violence Act of 1986, 750 ILCS 60/. See 750 ILCS 60/103(1) and (6).

**Electronic Communication** – Communications via telephone, mobile phone, computer, email, video recorder, fax machine, telex, pager, apps or applications, or any other electronic communication, or cyberstalking as defined in 720 ILCS 5/12-7.5.

**Expectant Parent** – A student who (i) is pregnant and (ii) has not yet received a diploma for completion of a secondary education as defined in 105 ILCS 5/22-22.

**Gender-based Harassment** – Any harassment or discrimination on the basis of an individual's actual or perceived sex or gender, including unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature, or unwelcome conduct, including verbal, nonverbal, or physical conduct that is not sexual in nature but is related to a student's status as a parent, expectant parent, or victim of domestic or sexual violence.

**Harassment** – Any unwelcome conduct on the basis of a student's actual or perceived race, gender, color, religion, national origin, ancestry, sex, marital status, order of protection status, disability, sexual orientation, gender identity, pregnancy, or citizenship status that has the purpose or effect of substantially interfering with the individual's academic performance or creating an intimidating, hostile, or offensive learning environment.

**Perpetrator** – An individual who commits or is alleged to have committed any act of domestic or sexual violence. This term must be used with caution when applied to children, particularly young children.

**Poor Academic Performance** – A student who has (i) scored in the 50th percentile or below on a school district-administered standardized test, (ii) received a score on a State assessment that does not meet standards in one or more of the fundamental learning areas under 105 ILCS 5/27-1, as applicable for the student's grade level, or (iii) not met grade-level expectations on a school district-designated assessment.


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**Representative** – An adult who is authorized to act on behalf of a student during a proceeding, including an attorney, parent, or guardian.

**Respondent** – The District, school, or school personnel allegedly having violated 105 ILCS 5/26A.

**Sexual Activity** – Any knowingly touching or fondling by one person, either directly or through clothing, of the sex organs, anus, mouth, or breast of another person for the purpose of sexual gratification or arousal.

**Sexual Assault/Sexual Violence** – Any conduct of an adult or minor child proscribed in 720 ILCS 5/11, except for Sections 11-35, 11-40, and 11-45, including conduct committed by a perpetrator who is a stranger to the victim and/or conduct committed by a perpetrator who is known or related by blood or marriage to the victim.

**Stalking** – Any conduct proscribed in 720 ILCS 5/12-7.3, 5/12-7.4, or 5/12-7.5, including stalking committed by a perpetrator who is a stranger to the victim and/or stalking committed by a perpetrator who is known or related by blood or marriage to the victim.

**Student** – Any child who has not yet received a diploma for completion of a secondary education. A student includes, but is not limited to, an unaccompanied minor not in the physical custody of a parent or guardian.

**Student at Risk of Academic Failure** – A student who is at risk of failing to meet the Ill. Learning Standards or failing to graduate from elementary or high school and who demonstrates a need for educational support or social services beyond those provided by the regular school program.

**Student Parent** – A student who is a custodial or noncustodial parent taking an active role in the care and supervision of a child and who has not yet received a diploma for completion of a secondary education.

**Support Person** – Any person whom the victim has chosen to include in proceedings for emotional support or safety. A support person does not participate in proceedings but is permitted to observe and support the victim with parent/guardian approval. A support person may include, but is not limited to, an advocate, clergy, a counselor, or a parent/guardian. If a student is age 18 years or older, or emancipated, the student has the right to choose a support person without parent/guardian approval.

**Survivor-centered** – A systematic focus on the needs and concerns of a survivor of sexual violence, domestic violence, dating violence, or stalking that (i) ensures the compassionate and sensitive delivery of services in a nonjudgmental manner, (ii) ensures an understanding of how trauma affects survivor behavior, (iii) maintains survivor safety, privacy, and, if possible, confidentiality, and (iv) recognizes that a survivor is not responsible for the sexual violence, domestic violence, dating violence, or stalking.

**Trauma-informed Response** – A response involving an understanding of the complexities of sexual violence, domestic violence, dating violence, or stalking through training centered on the neurobiological impact of trauma, the influence of societal myths and stereotypes surrounding sexual violence, domestic violence, dating violence, or stalking, and understanding the behavior of perpetrators.

**Victim** – An individual who has been subjected to one or more acts of domestic or sexual violence.

Notification, Roles, and Responsibilities

| Actor | Action |
|---|---|
| Superintendent or Designee | Ensures that Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and procedures for |


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| | requesting supportive services or filing a complaint are (105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25):<br>1. Posted on the District's website, if any (see exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*);<br>2. Distributed to each student at the beginning of each school year; and<br>3. Available for inspection and copying at no cost to students and parents/guardians at each school.<br><br>Ensures that each Building Principal designates at least one staff member in each school building as a resource person for Article 26A Students (Article 26A Resource Person). 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.<br><br>Identifies all individuals who will resolve complaints of Article 26A violations. 105 ILCS 5/26A-25(b), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Such individuals will include the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Manager(s).[4] See administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.<br><br>The District must have enough individuals trained to resolve complaints so that (1) a substitution can occur in the case of a conflict of interest or recusal, (2) an individual with no prior involvement in the initial determination may hear an appeal, and (3) the complaint resolution procedure proceeds in a timely manner. Id.<br><br>Notifies all District employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person. 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.<br><br>Annually notifies all District personnel and students 12 years of age or older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. See Board policy 7:250, *Student Support Services*.<br><br>Every two years, along with the Building Principal(s), building-level Student Support Committee(s), and building-level Article 26A Resource Person(s), reviews all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and recommends any |

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The footnotes should be removed before the material is used.

[4] Optional. Ensure the individuals identified here align with those stated in board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.



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| | necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See the **Policy and Procedure Review** subhead below for a suggested list. Based upon that review, recommends to the Board on any necessary updates to Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and any other relevant Board policies. |
| Building Principal(s) | Designates at least one staff member as a resource person for Article 26A Students (Article 26A Resource Person). **Note:** add lines for Resource Persons for each building, as needed.<br><br>**Article 26A Resource Person** for [*insert school name*]**:**<br><br>_____<br>Name<br><br>_____<br>Address<br><br>_____<br>Email<br><br>_____<br>Telephone<br><br>The Article 26A Resource Person must be employed at least part-time and be a licensed school social worker, school psychologist, school counselor, school nurse, or school administrator. 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.<br><br>The Article 26A Resource Person may be a member of the building-level Student Support Committee as established under administrative procedure 7:250-AP2, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs*.<br><br>Ensures the building-level Student Support Committee performs the duties listed in the Student Support Committee row, below.<br><br>Annually distributes the name and contact information of the building-level Article 26A Resource Person to all employees, students, and parents/guardians by including it in any building-specific website and student handbook.[5] See exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*.<br><br>Every two years, assists the Superintendent or designee, Student Support Committee, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article |

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[5] These methods of distribution are optional. Ensure the methods of distribution here align with those stated in exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*.



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| Actor | Action |
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| | 26A Student and to recommend any necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. |
| Student Support Committee | Assists the building-level Article 26A Resource Person to identify in-school and non-school-based support service options for Article 26A Students.<br><br>Every two years, assists the Superintendent or designee, Building Principal, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. Id. |
| Article 26A Resource Person | With the assistance of the Student Support Committee, identifies in-school and non-school-based support service options for Article 26A Students.<br><br>Connects Article 26A Students to appropriate in-school services or other agencies, programs, or services as needed. 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.<br><br>Coordinates the implementation of the District's policies, procedures, and protocols in cases involving student allegations of domestic or sexual violence. Id.<br><br>Coordinates the implementation of the District's policies, procedures, and protocols concerning Article 26A Students. Id.<br><br>Assists Article 26A Students in their efforts to exercise and preserve their rights as set forth in 105 ILCS 5/26A. Id.<br><br>Assists in providing staff development to establish a positive and trauma-sensitive learning environment for Article 26A Students. Id.<br><br>Every two years, assists the Superintendent or designee, Building Principal, and Student Support Committee to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See **Policy and Procedure Review** subhead, below. |
| All District employees and agents | Upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, refers the student to a designated Article 26A Resource Person. 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. |

Training

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| Superintendent or Designee | Ensures that (105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25): |

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| | 1. All designated Article 26A Resource Persons are trained to understand, provide information and referrals, and address issues pertaining to students who are parents, expectant parents, or victims of domestic or sexual violence in a survivor-centered, trauma responsive, culturally responsive, confidential, and sensitive manner. Training must include:<br>a. Theories and dynamics of domestic and sexual violence;<br>b. The necessity for confidentiality and the law, policy, procedures, and protocols implementing confidentiality;<br>c. Notification of the student's parent/guardian regarding the student's Article 26A status or the enforcement of the student's Article 26A rights, if notifying the student's parents/guardian may put the health or safety of the student at risk (see the **Confidentiality** subhead, below); and<br>d. The rights of minors to consent to counseling services and psychotherapy on an outpatient basis under the Mental Health and Developmental Disabilities Code, 405 ILCS 5/3-550. [6]<br>2. All individuals who will be resolving complaints of violations of Article 26A must complete at least eight hours of initial training on issues related to domestic and sexual violence and how to conduct the District's complaint resolution procedure under administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*; and at least six hours of training annually thereafter. 105 ILCS 5/26A-25(b)(1), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Training must be conducted by individuals with expertise in domestic or sexual violence among youth and expertise in developmentally appropriate communications with K-12 students regarding topics of a sexual, violent, or sensitive nature. Id. |
| Article 26A Resource Person | Assists the Superintendent or designee in providing staff development to establish a positive and trauma-sensitive learning environment for Article 26A Students. 105 ILCS 5/26A-35(a)(5), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. |

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[6] Including the phrase "on an outpatient basis" and the citation to 405 ILCS 5/3-550 are optional but recommended by the second ESS Task Force. See p. 26 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, requires each designated Article 26A Resource Person to either (1) be trained as set forth above, or (2) have participated in an in-service training program under 105 ILCS 5/10-22.39(d) that includes training on the rights of minors to consent to counseling services and psychotherapy under the Mental Health and Developmental Disabilities Code within 12 months prior to designation. Id. However, 105 ILCS 5/10-22.39(d) was deleted by P.A. 103-542 and its training contents are in 105 ILCS 5/10-22.39(b-25).



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| Actor | Action |
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| | Informs all building staff that any Article 26A Student who is unable to participate in classes on a particular day or days or at a particular time of day due to circumstances related to their Article 26A status must (105 ILCS 5/26A-40(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25):<br>1. Be excused; and<br>2. Upon request of the Article 26A Student or his or her parent/guardian, be given a meaningful opportunity to make up any examination, study, or work requirement that the student missed. |

Initial Response

Upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, the Article 26A Resource Person will contact the student to:

1. Connect the student with appropriate in-school services or other agencies, programs, or services, as needed. 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See the **Article 26A Support Services** subhead, below.
2. Assist the student to exercise and preserve their Article 26A rights. Id.
3. Provide the student, if 12 years of age or older, with written notice of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. 105 ILCS 5/26A-40(h), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

If the student claims Article 26A status as a victim of domestic or sexual violence, the Article 26A Resource Person will then request verification of this status from the student or their parent/guardian as follows (105 ILCS 5/26A-45, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25):

1. Notifies the student or parent/guardian that they must provide one of the following forms of verification of their choosing:
    a. A written statement from the student, or anyone who has knowledge of the circumstances, that supports the student's claim. This may be in the form of a complaint.
    b. A police report, governmental agency record, or court order.
    c. A statement or other documentation from a domestic or sexual violence organization or any other organization from which the student sought services or advice.
    d. Documentation from a lawyer, clergy person, medical professional, or other professional from whom the student sought services or advice related to domestic or sexual violence.
    e. Any other evidence, such as physical evidence of violence, which supports the claim.
2. Reviews verification submitted by the student or their parent/guardian to determine whether it is acceptable.
    a. If the verification provided is acceptable, informs the student that their status has been verified.
    b. If the verification provided is not acceptable, informs the student that verification is insufficient and requests additional verification in one of the forms identified above.
    c. Once the student's status has been verified, the District cannot request additional verification for a status claim involving the same perpetrator or same incident of violence. Id.

To verify domestic or sexual violence, the District **cannot** contact the person named to be the perpetrator, the perpetrator's family, or any other person named by the student or the student's


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parent/guardian to be unsafe to contact. The only exception is if the District determines it has an obligation to do so under State or federal law, or due to safety concerns for the school community, including the victim. In such cases, before making contact, the District must provide prior written notice to the student and their parent/guardian in a developmentally appropriate manner, and meet with the student and parent/guardian to discuss and address any safety concerns related to making such contact. Id. **Contact the board attorney for guidance in such circumstances.**

Article 26A Support Services

To facilitate the full participation of Article 26A Students, the Article 26A Resource Person must offer[7] those students in-school support services, information regarding non-school-based support services, and the ability to make up work that was missed due to circumstances related to the student's Article 26A status. 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Each of these support service areas are described in further detail below.

In addition:

1. The building-level Student Support Committee will assist the Article 26A Resource Person to identify in-school and non-school-based support service options for Article 26A Students.
2. Victims of domestic or sexual violence must have access to support services regardless of when or where the violence occurred. 105 ILCS 5/26A-40(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
3. The Article 26A Resource Person may periodically check on Article 26A Students receiving support services to determine whether each support service continues to be necessary to maintain the student's mental and physical well-being and safety or whether termination is appropriate. Id.
4. The District will honor the decision of an Article 26A Student and/or their parent/guardian to obtain, terminate, or decline to participate in support services. 105 ILCS 5/26A-40(f), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
5. Article 26A Students are not obligated to use offered support services and may decline or terminate support services at any time. Id.

**In-School Support Services**

In-school support services for Article 26A Students must include but are not limited to (105 ILCS 5/26A-40(b), added by P.A. 102-466, a/k/a ESS Law, eff. 7-1-25):

1. Enabling a student to meet with counselors or other service providers by providing the student with a private setting sufficient to ensure confidentiality and time off from class.
2. Assisting the student with a student success plan.
    a. For a student *at risk of academic failure* or who displays *poor academic performance* as defined above, this may include providing the student with or referring the student to education and support services designed to assist the student in meeting Ill. Learning Standards. 105 ILCS 5/26A-40(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
3. Transferring a victim of domestic or sexual violence or the student perpetrator to a different classroom or school, if available.
4. Changing a seating assignment.

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The footnotes should be removed before the material is used.

[7] 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, uses the term *provide* but this sample procedure uses *offer* because students are not required to accept support services.



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5. Implementing safety procedures in school, on school grounds, and on school buses.
6. Honoring court orders, including orders of protection and no-contact orders, to the fullest extent possible.
7. Providing any other supports that may facilitate the student's full participation in the education program, including but not limited to those available via the following Board policies:
    a. 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*. This policy sets eligibility requirements for pregnant or parenting students to enroll in a graduation incentives program. It also provides that any Article 26A Student at risk of academic failure may request in-school support services and information about non-school-based support services designed to assist the student in meeting learning standards by using Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.
    b. 6:120, *Education of Children with Disabilities*. This policy provides all students with disabilities a free appropriate public education in the least restrictive environment as required by the Individuals with Disabilities Education Act and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. [8]
    c. 6:150, *Home and Hospital Instruction*. This policy permits home instruction for students who are unable to attend school due to pregnancy or pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health and safety concerns arising from domestic or sexual violence.
    d. 7:10, *Equal Educational Opportunities*. This policy requires equal educational opportunities for students without regard to sex, physical or mental disability, and actual or potential parental status, including pregnancy.
    e. 7:60, *Residence*. This policy states that nonresident students may attend District schools pursuant to an intergovernmental agreement, which may include an agreement for interdistrict transfer of Article 26A Students.
    f. 7:70, *Attendance and Truancy*. This policy specifies that valid cause for absence includes attendance at a verified medical or therapeutic appointment (including a victim services provider) and, for Article 26A Students, also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence.
        i. *Fulfillment of a parenting responsibility* includes, but is not limited to, arranging and providing childcare, caring for a sick child, attending prenatal or other medical appointments for the expectant student, and attending medical appointments for a child. 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
        ii. *Circumstances resulting from domestic or sexual violence* includes, but is not limited to, experiencing domestic or sexual violence, recovering from physical or psychological injuries, seeking medical attention, seeking services from a domestic or sexual violence organization as defined in 105 ILCS 5/26A-10, seeking psychological or other counseling, participating in safety planning, temporarily or permanently relocating, seeking legal assistance or remedies,

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[8] Ill. State Board of Education (ISBE) sex equity regulation 23 Ill.Admin.Code §200.50(e) states that "pregnancy shall be treated as any other temporary disability." Article 26A Students may also have concomitant (naturally accompanying) or comorbid (coexisting) social, emotional, or mental or physical health needs that make them eligible for services under various disability laws. **Consult the board attorney for guidance.**



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or taking any other action to increase the safety or health of the student or to protect the student from future domestic or sexual violence. Id.

g. 7:250, *Student Support Services*. This policy provides that annually, students 12 years of age and older will be notified, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. It also requires the designation of at least one staff member in each building as the Article 26A Resource Person and outlines their duties.

**Information Regarding Non-School-Based Support Services**

The Article 26A Resource Person will provide each Article 26A Student with information regarding any available non-school-based support service options. For Article 26A Students at risk of academic failure or who display *poor academic performance* as defined above, service options shall include any non-school-based organizations and agencies from which at-risk students typically receive services in the community. 105 ILCS 5/26A-40(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

**Ability to Make Up Work**

Any Article 26A Student who is unable to participate in classes on a particular day or days or at a particular time of day due to circumstances related to their Article 26A status must be excused. Upon request of the Article 26A Student or their parent/guardian, the student must be given a meaningful opportunity to make up any examination, study, or work requirement that the student missed. 105 ILCS 5/26A-40(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The Article 26A Resource Person will notify all building staff members and Article 26A Students of this requirement.

Confidentiality [9]

Information concerning a student's Article 26A status and related experiences is confidential and must be retained in a confidential temporary file in accordance with 105 ILCS 10/2(f). 105 ILCS 5/26A-45(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. This includes information concerning a student who is a named perpetrator of domestic or sexual violence that is provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A or otherwise, including a statement of the Article 26A Student or any other documentation, record, or corroborating evidence that the Article 26A Student has requested or obtained assistance, support, or services pursuant to 105 ILCS 5/26A. 105 ILCS 5/26A-30(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Confidential information may not be disclosed to any other individual outside of the District, including any other employee,[10] except if such disclosure is (Id.):

1. Permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or

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[9] Language in this subhead is partially based on recommendations of the second ESS Task Force. See p. 14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[10] The phrase "including any other employee" comes directly from 105 ILCS 5/26A-30(a) and is confusing because it is unclear whose employee is being referenced. ISSRA permits student records to be disclosed to any district employees with a "current demonstrable educational or administrative interest" in a student if disclosure is "in furtherance of such interest." 105 ILCS 10/6(a)(2). **Consult the board attorney for guidance**.



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2. Requested or consented to, in writing, by the Article 26A Student or their parent/guardian (if it is safe to obtain written consent from the parent/guardian).

In addition:

3. Prior to disclosing information about an Article 26A Student, the Article 26A Resource Person will notify the Article 26A Student about the pending disclosure and will discuss and address any safety concerns related to the disclosure. This notice and discussion requirement applies to instances in which the Article 26A Student or the District or its employees or agents are otherwise aware that the Article 26A Student's health or safety may be at risk if their Article 26A status is disclosed to the student's parent/guardian, except as otherwise permitted by applicable law and professional ethics policies that govern school personnel. 105 ILCS 5/26A-30(b), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
4. No Article 26A Student may be required to testify publicly concerning their Article 26A status, allegations of domestic or sexual violence, or their efforts to enforce any rights under 105 ILCS 5/26A. 105 ILCS 5/26A-30(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
5. In the case of domestic or sexual violence, the District cannot contact the person named as the perpetrator, the perpetrator's family, or any other person named by the Article 26A Student or the student's parent/guardian as unsafe without providing prior written notice to the student's parent/guardian. 105 ILCS 5/26A-30(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Contact the board attorney for guidance in such circumstances.**

Nothing in this subhead prohibits the District from taking reasonable steps to protect students. If reasonable steps involve conduct that is prohibited under this subhead, the Article 26A Resource Person notify the Article 26A Student, in writing and in a developmentally appropriate communication format, of the District's intent to contact an individual named by the Article 26A Student to be unsafe. Id.

This subhead does not apply to notification of parents/guardians if the perpetrator of alleged sexual misconduct is an employee, agent, or contractor of the District who has direct contact with children or students. 105 ILCS 5/26A-30(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Recordkeeping

See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.

Policy and Procedure Review

Every two years, the Superintendent or designee, along with the Building Principal(s), building-level Student Support Committee(s), and building-level Article 26A Resource Person(s), must review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and recommend any necessary updates. The review may include, but is not limited to, the following Board policies and administrative procedures:

6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*
6:120, *Education of Children with Disabilities*
6:150, *Home and Hospital Instruction*
7:10, *Equal Educational Opportunities*
7:10-AP2, *Accommodating Breastfeeding Students*
7:50, *School Admissions and Student Transfers To and From Non-District Schools*


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7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*
7:60, *Residence*
7:70, *Attendance and Truancy*
7:190, *Student Behavior*
7:200, *Suspension Procedures*
7:210, *Expulsion Procedures*
7:250, *Student Support Services*
7:250-AP, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs*
7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:340, *Student Records*
7:340-AP1, *School Student Records*

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# Students

## Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

105 ILCS 5/26A (Article 26A) ensures that students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) are identified by schools in a manner respectful of their privacy and safety, treated with dignity and high regard, and provided the protection, instruction, and support services necessary to enable them to meet Illinois Learning Standards and succeed in school. This procedure implements the District's complaint resolution procedure for complaints of violations of Article 26A. **Consult the Board Attorney as needed throughout the complaint resolution procedure.**

Table of Contents

A. Overview of Article 26A Complaint Resolution Procedure
B. Access to Support Services
C. Investigation and Determination
D. Appeals

Sections

### A. Overview of Article 26A Complaint Resolution Procedure

An Article 26A Student and/or their parent/guardian (hereinafter Complainant) may file a complaint alleging violations of Article 26A. Complaints may be about the identification, treatment, and/or provision of protection, instruction, and/or support services to Article 26A Students. The District's Article 26A Complaint Resolution Procedure (Complaint Resolution Procedure) adheres to the following guidelines:

1. Respondent. The Respondent must be one or more of the following: the school, the District, or school personnel. 105 ILCS 5/26A-25(a), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25.
2. Factors Considered. The District will consider the most appropriate means to implement the Complaint Resolution Procedure, including the following factors: school safety, developmental level of students involved, methods to reduce trauma during the Complaint Resolution Procedure, and how to avoid multiple communications with students involved in an alleged incident of domestic or sexual violence. Id. at (a)(1).
3. Privacy Protection. Any proceeding, meeting, or hearing held to resolve Article 26A complaints shall protect the privacy of the participants. The District or school personnel shall not disclose the identity of parties or witnesses, except as necessary to resolve the complaint or to implement interim protective measures and reasonable support services or when required by law. Id. at (a)(2).

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[1] Required by 105 ILCS 5/26A-25, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. This procedure is partially based on language recommended by the second ESS Task Force. See the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. Ensure that this sample Article 26A complaint resolution procedure is aligned with the district's policies, procedures, and practices.



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4. Promptness. Complainants shall have an opportunity to request that the Complaint Resolution Procedure begin promptly and proceed in a timely manner. Id. at (a)(3).
5. No Conflict of Interest or Bias. The District's Nondiscrimination Coordinator(s) and Complaint Manager(s) (hereinafter Complaint Resolvers) shall resolve Article 26A complaints. The District will have a sufficient number of Complaint Resolvers so that (Id. at (b)(2)):
    a. A substitution can occur in the case of a conflict of interest or recusal,
    b. An individual with no prior involvement in the initial determination may hear any appeal, and
    c. The Complaint Resolution Procedure proceeds in a timely manner.
6. Notification of Complaint Resolver. The Complainant and any witnesses shall receive notice of the name of the Complaint Resolver assigned to resolve the Complaint and shall have the opportunity to request a substitution if they believe their assigned Complaint Resolver has a conflict of interest. Id. at (b)(3).
7. Access to Supportive Measures. The District shall offer and coordinate interim protective measures and support services, as appropriate and available, for a Complainant pending the resolution of the Complaint. Id. at (g). See **Section B. Access to Supportive Measures**, below.
8. Investigation. The Complaint Resolver shall objectively investigate the Complaint and evaluate all relevant evidence.[2] See **Section C. Investigation and Determination**, below.
9. Reports of Incidents of Domestic or Sexual Violence. In the event a Complainant or their parent/guardian chooses to report an incident of alleged domestic or sexual violence, the Complaint Resolver shall:
    a. Determine if additional action is needed under the following Board policies:
        1) 2:260, *Uniform Grievance Procedure*
        2) 2:265, *Title IX Grievance Procedure*
        3) 5:90, *Abused and Neglected Child Reporting*
        4) 5:120, *Employee Ethics; Conduct; and Conflict of Interest*
        5) 7:20, *Harassment of Students Prohibited*
        6) 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*
        7) 7:185, *Teen Dating Violence Prohibited*
        8) 7:190, *Student Behavior*
    b. Provide the Complainant and their parent/guardian with information required by 105 ILCS 5/26A-20(c)(1)-(5). [3]

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The footnotes should be removed before the material is used.

[2] Optional. This is a suggested best practice.

[3] 105 ILCS 5/26A-20(c)(1)-(5), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, states that a district's "policy on the procedures" that a student or their parent/guardian may follow if he or she chooses to report an incident of alleged domestic or sexual violence must include the elements set forth in No. 9(b), many of which are impractical for districts to provide in board policy or administrative procedure. For further discussion, see f/n 10 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and **consult with the board attorney for guidance**.



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| Information Required by 105 ILCS 5/26A-20(c) | Possible Sources |
|---|---|
| The name and contact information for the Article 26A Resource Person, Title IX Coordinator, school district resource officers or security, and any community-based domestic or sexual violence organization(s), as appropriate. | The name and contact information for each building-level Article 26A Resource Person appears in administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, as well as in any building-specific website and/or student handbook. See exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist.*<br>The name and contact information of the District's Title IX coordinator(s) are available in policy 2:265, *Title IX Grievance Procedure*, on the District's website, and in student handbooks.<br>Contact each school's administrative office for information about building-level resource officers or security and local community-based domestic or sexual violence organization(s). |
| The name, title, and contact information for any confidential resources and a description of what confidential reporting means. | See exhibit 2:265-E, *Title IX Glossary of Terms*, for a definition of *confidential employee*. **Consult the board attorney** to determine whether the district has any confidential resources. |
| An option for the student or their parent/guardian to electronically, anonymously, and confidentially report the incident. | Electronic, anonymous, confidential reporting is available via the Safe2Help Illinois helpline, www.safe2helpil.com/. Helpline information is published in student handbooks (see exhibit 7:190-E2, *Student Handbook Checklist*) and on district-issued student identification cards, if any (see administrative procedure 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*). |
| An option for reports by third parties and bystanders. | Third parties and bystanders may report an alleged incident of domestic or sexual violence using any of the following policies, as appropriate:<br>2:260, *Uniform Grievance Procedure*<br>2:265, *Title IX Grievance Procedure*<br>5:90, *Abused and Neglected Child Reporting*<br>7:20, *Harassment of Students Prohibited*<br>7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*<br>7:185, *Teen Dating Violence Prohibited*<br>7:190, *Student Behavior* |

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| Information regarding the various individuals, departments, or organizations to whom a student may report an incident of domestic or sexual violence, specifying for each individual or entity (a) the extent of the individual's or entity's reporting obligation to the District's administration, Title IX Coordinator, or other personnel or entity, (b) the individual or entity's ability to protect the student's privacy, and (c) the extent of the individual's or entity's ability to have confidential communications with the student or their parent/guardian. | Students may report an alleged incident of domestic or sexual violence via the Safe2Help Illinois helpline (www.safe2helpil.com/), by contacting any staff member or school resource officer, or using any of the following policies:<br>2:260, *Uniform Grievance Procedure*<br>2:265, *Title IX Grievance Procedure*<br>7:20, *Harassment of Students Prohibited*<br>7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*<br>7:185, *Teen Dating Violence Prohibited*<br>7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*<br>Information regarding local community-based domestic or sexual violence organizations may also be available in each school's administrative office.<br>The extent of an individual or entity's reporting obligations, ability to protect student privacy, and ability to have confidential communications is fact-specific and impractical to include in district-level policy or procedures. It is also beyond the scope of the District's work to know an outside individual's or entity's reporting obligations, ability to protect student privacy, and ability to have confidential communications. **Consult the Board Attorney for guidance.** |

10. Standard of Proof. All determinations are based upon the *preponderance of evidence* standard. Id. at (c)(1). Preponderance of the evidence is defined to mean "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." Black's Law Dictionary, 11th ed. 2019.
11. Right to Appeal. The Complainant, Respondent, or any named perpetrator directly impacted by the results of the Complaint Resolution Procedure may appeal as described in **Section D. Appeals**, below.

**B. Access to Support Services**

After a Complaint is filed and an investigation is underway, the District will offer and coordinate interim protective measures and support services, as appropriate and available, for a Complainant pending the resolution of the Complaint. Such services will include those identified in the **Article 26A Support Services** subhead in administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

**C. Investigation and Determination**

The Complaint Resolver follows these steps when investigating the allegations in a Complaint. The Complaint Resolver shall make all reasonable efforts to complete the investigation and issue a written determination regarding whether an Article 26A violation occurred within 30 school business days. The Complaint Resolver will take steps to interview all parties, view any recorded


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forensic interviews, review other forms of evidence, and conduct interviews and follow-up interviews, as needed.

During the investigation, the Complainant and Respondent:

1. Will have the opportunity to provide or present evidence and witnesses on their behalf;
2. May have a representative or support person accompany them to any meeting related to the Complaint, so long as the representative or support person does not unduly delay the meeting and the representative or support person complies with any District rules;
3. May not directly or through a representative question one another or any witnesses; and
4. May, at the discretion of the Complaint Resolver, suggest questions for the Complaint Resolver to pose during the investigation.

Witnesses interviewed by the Complaint Resolver may also have a representative or support person accompany them to any meeting related to the Complaint, under the same conditions identified above. If any person's representative or support person violates District rules or engages in behavior or advocacy that is harassing, abusive, or intimidating, the representative or support person may be prohibited from further participation. Id. at (c)-(e).

Following the investigation, the Complaint Resolver will make a determination based on the *preponderance of evidence* standard. Within 10 business days after thereafter, the Complaint Resolver will provide simultaneous written notice of the determination to the Complainant, Respondent, and any named perpetrator directly impacted by the results of the Complaint Resolution Procedure. Written notice shall include information regarding appeal rights and procedures. Id. at (f).

**D. Appeals**

| **Actor** | **Action** |
|---|---|
| Complainant, Respondent, or any Named Perpetrator Directly Impacted by Results | Within 10 school business days[4] after receiving notice of the determination, makes a written request to the Complaint Resolver appealing the determination based on allegations of (Id. at (f)(1)):<br>1. A procedural error;<br>2. The existence of new information that would substantially change the outcome;<br>3. The remedy not being sufficiently related to the finding; or<br>4. The determination being against the weight of the evidence. |
| Complaint Resolver | Upon receiving an appeal from one party:<br>1. Notifies all parties in writing that an appeal has been filed, including a copy of the appeal with the notifications.<br>2. Provides the parties five (5) school business days to submit a written statement and/or new evidence in support of, or challenging, the outcome to the Complaint Resolver.<br>3. Promptly forwards all materials relative to the appeal to the Superintendent. |
| Superintendent | Reviews all appeal materials. |

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[4] This timeline is optional and suggested for ease of use to align with the appeal timelines in sample policy 2:260, *Uniform Grievance Procedure*.



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| | Within 10-15 school business days after concluding the review, affirms, reverses, or amends the Complaint Resolver's determination and notifies the parties in writing of the appeal result and rationale for the result. Id. at (f)(3). |

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# Students

## Administrative Procedure - Checklist for District Supply of Undesignated Medication(s)

The District maintains and administers the undesignated medication(s) and treatment identified below in accordance with State and federal law (*check all that apply*):

☐ Undesignated Glucagon (UG)

☐ Undesignated Asthma Medication (UAM)

☐ Undesignated Epinephrine Injector(s) (UEIs)

☐ Undesignated Opioid Antagonist(s) (UOAs) (required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, ~~eff. 1-1-24,~~ unless there is a shortage, in which case the District must make a reasonable effort to maintain a supply)

☐ Undesignated Oxygen Tank(s) (UOT) [1]

☐ The Superintendent, school nurse, and/or other necessary school officials should consult the Board Attorney to develop a plan to implement 105 ILCS 5/22-30~~, amended by P.A. 102-413,~~ and 105 ILCS 145/27.

☐ Obtain a prescription to maintain a supply of one or all of the following: undesignated asthma medication (UAM), epinephrine injector(s) (UEIs), opioid antagonist(s) (UOAs) (unless the District is able to secure a supply without a prescription), undesignated glucagon (UG), and/or undesignated oxygen tank(s) (UOTs) in the District's name pursuant to 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24,~~ and 105 ILCS 145/27.

☐ Designate a secure location(s) to store undesignated medication. For UAM, UEIs, and/or UOAs, this is where persons needing these medications are most at risk and for UOTs, where a person with developmental disabilities is most at risk. 105 ILCS 5/22-30(f), amended by P.A. 103-196~~, eff. 1-1-24~~. For UEIs and UOTs, this includes but is not limited to locations accessible before, during, and after school, such as classrooms and lunchrooms. Id. For additional storage procedures for UEIs, see 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*. For UAM, this includes but is not limited to, a classroom or the nurse's office. Id. For UG, this is where it is immediately accessible to a school nurse or delegated care aide. 105 ILCS 145/27. For UOTs, the supply must be maintained in accordance with the manufacturer's instructions and any local fire department rules.

☐ Develop a method for maintaining an inventory of UAM, UEIs, UOAs, ~~-~~UG, and UOTs. The inventory should list the expiration dates of the UAM, UEIs, UOAs, UG, and UOTs.

☐ Identify procedures for a log or other recordkeeping of provisions, or administrations of UAM, UEIs, UOAs, UG, and UOTs.

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The footnotes should be removed before the material is used.

[1] Only districts that maintain *special educational facilities* can choose to maintain a supply of undesignated oxygen tanks. See sample policy 7:270, *Administering Medicines to Students*, at f/n 19, for more information about this term, which is not clearly defined.



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☐ Maintain a list in each building administrator and/or his or her corresponding school nurse's office that includes the names of *trained personnel* who have received a statement of certification pursuant to State law, or in the case of UOTs, have received appropriate training on the use and storage of emergency oxygen. [2]

☐ Develop procedures to implement any prescribed standing protocol for the provision, or administration of UAM, UEIs UOAs, UG, and/or UOTs including calling 911 and noting any instructions given by Emergency Management Services (EMS). 105 ILCS 5/22-30, amended by ~~P.A.s 102-413 and~~ P.A. 103-196~~, eff. 1-1-24,~~ and 23 Ill.Admin.Code §1.540(d). Follow administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, for UEI administration procedures. Upon any administration of any epinephrine injector, or opioid antagonist, procedures must include:

1. Immediate activation of the EMS system. 105 ILCS 5/22-30(f-5). 105 ILCS 5/22-30(f-5) does not address contacting EMS upon the administration of any asthma medication (so asthma medication is excluded from introductory clause above). This may mean that the Ill. General Assembly did not intend for school personnel to notify EMS when administering a student's *prescribed* asthma medication (as opposed to UAM). However, 105 ILCS 5/22-30(j-5) requires asthma action plans. Some attorneys advise that all asthma action plans mandate an immediate 911 call based upon In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017) (school district's appeal denied) (holding that a teacher's failure to dial 911 immediately upon a student's asthma attack was willful and wanton conduct, subjecting the school district to liability and barring immunity protections under the Local Governmental and Governmental Employees Tort Immunity Act). Consult the Board Attorney about whether to contact EMS when *any* asthma medication is administered and whether to contact EMS when any oxygen is administered, as the School Code also does not address this issue.
2. Notification to the student's parent, guardian, or emergency contact, if known. ~~Id.~~ 105 ILCS 5/22-30(f-5) and 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24,~~ do not address contacting the student's parent, guardian, or emergency contact upon the administration of any asthma medication or undesignated oxygen. See the discussion in number 1, above, about asthma action plans, and consult the Board Attorney.

The following reports and/or notifications by the school nurse (unless otherwise specified) when a(n):

| **UEI was administered:** | **UOA was administered:** | **UAM was administered:** | **UG was administered:** |
|---|---|---|---|
| a. Physician, physician assistant, or advance practice registered nurse who provided the standing protocol or prescription for | a. The health care professional (20 ILCS 301/5-23(d)(4)) who provided the prescription for the opioid antagonist **within 24 hours**. 105 ILCS 5/22-30(f-10). | a. Physician, physician assistant, or advanced practice registered nurse who provided the standing protocol and a prescription for the UAM **within 24 hours**. 105 ILCS 5/22-30(f-10). | Immediately after administering UG to a student, notify the school nurse (if school nurse |

The footnotes should be removed before the material is used.

[2] 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24,~~ does not address training for school staff administering UOTs. A training requirement is added to this procedure as a best practice. See sample policy 7:270, *Administering Medicines to Students*, at f/n 19, for further discussion.


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| UEI was administered: | UOA was administered: | UAM was administered: | UG was administered: |
|---|---|---|---|
| the UEI **within 24 hours**. 105 ILCS 5/22-30(f-10).<br>b. Ill. State Board of Education (ISBE) **within three (3) days**. 105 ILCS 5/22-30(i). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-20-undesignated-epinephrine-rptg.pdf), and will include:<br>i. Age and type of person receiving epinephrine (student, staff, visitor);<br>ii. Any previously known diagnosis of a severe allergy;<br>iii. Trigger that precipitated allergic episode;<br>iv. Location where symptoms developed;<br>v. Number of doses administered;<br>vi. Type of person administering epinephrine (school nurse, trained personnel, student); and<br>vii. Any other information | b. ISBE **within three (3) days**. 105 ILCS 5/22-30(i-5). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-20A-opioid-rptg.pdf), and will include:<br>i. Age and type of person receiving the opioid antagonist (student, staff, or visitor);<br>ii. Location where symptoms developed;<br>iii. Type of person administering the opioid antagonist (school nurse or *trained personnel*); and<br>iv. Any other information required by ISBE on the form. | b. ISBE **within three (3) days**. 105 ILCS 5/22-30(i-10). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-22-Undesignated-Asthma-Medication.pdf), and will include:<br>i. Age and type of person receiving asthma medication (student, staff, visitor);<br>ii. Any previously known diagnosis of asthma;<br>iii. Trigger that precipitated respiratory distress, if identifiable;<br>iv. Location where symptoms developed;<br>v. Number of doses administered;<br>vi. Type of person administering the asthma medication (school nurse, *trained personnel* or student);<br>vii. Outcome of the asthma medication administration; and<br>viii. Any other information required by ISBE on the form. | did not administer the UG to the student). The delegated care aide or school nurse then notifies the student's parent or guardian or emergency contact (if known) and health care provider of its use. 105 ILCS 145/27. |

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| UEI was administered: | UOA was administered: | UAM was administered: | UG was administered: |
|---|---|---|---|
| required by ISBE on the form. | | | |

☐ Determine how the District will identify the student populations whose parents/guardians:

1. Have not completed and signed an *SMA Form*, or
2. Have not provided asthma medication, an epinephrine injector, opioid antagonist, glucagon, and/or oxygen, as applicable to the student, for a student for use at school, even though they have completed the *SMA Form*.

☐ Determine when the school nurse will provide or administer the UAM, UEIs, UOAs, UG, and/or UOTs as applicable, to students.

The school nurse or *trained personnel* may:

1. Provide an UAM or UEI, as applicable to the situation, that meets the prescription on file in the SMA Form to:

a. Any student for his or her self-administration only. 105 ILCS 5/22-30(a); 105 ILCS 5/22-30 (b-10)(i) and(v); 105 ILCS 5/10-22.21b.

b. Any personnel authorized under a student's specific Individual Health Care Action Plan, emergency allergy action plan, Section 504 plan, or individualized education program plan (IEP). 105 ILCS 5/22-30(b-5) and (b-10), amended by P.A. 103-175.

2. Administer a UEI to any student that the school nurse or trained personnel in good faith believes is having an anaphylactic reaction even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the epinephrine injector. 105 ILCS 5/22-30(b-10)(iii). Follow the procedures for administration of UEIs in administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*. **Note:** *Trained personnel* are different than *any personnel authorized* in 1.b., above. 105 ILCS 5/22-30(a). *Trained personnel* means any school employees or volunteer personnel who are (a) authorized in Sections 10-22.34, 10-22.34a, and 10-22.34b of the School Code, (b) annually trained online or in person to recognize and respond to anaphylaxis, an opioid overdose, or respiratory distress through a training curriculum developed by ISBE, and (c) submitting proof to their school's administration that they have completed: (i) the annual training, and (ii) a cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certification. 105 ILCS 5/22-30(a) and (g); 23 Ill.Admin.Code §1.540(e). For training resources, see the *Allergies & Undesignated Epinephrine* drop down menu at: www.isbe.net/Pages/School-Nursing.aspx.

3. Administer a UOA to any student that the school nurse or *trained personnel* in good faith believes is having an opioid overdose even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the opioid antagonist. 105 ILCS 5/22-30(b-10)(iv). **Note:** *Trained personnel* are different than *any personnel authorized*. See number 2, directly above. 105 ILCS 5/22-30(a). *Trained personnel* means any school employees or volunteer personnel who are (a) authorized in 105 ILCS 10-22.34, 10-22.34a, and 10-22.34b, (b) trained online or in person to recognize and respond to opioid overdoses through a training curriculum that complies with the Alcoholism and Other Drug Abuse and Dependency Act, 20 ILCS 301/5-23, and (c) who have submitted proof to their school's administration that they have completed the training. 105 ILCS 5/22-30(g), amended by P.A. 103-348~~, eff. 1-1-24~~; 23 Ill.Admin.Code §1.540(e). The law does not provide a deadline for a


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training curriculum, but it does require ISBE and the Ill. Dept. of Human Services to develop a Substance Abuse Prevention and Recovery Instruction Resource Guide, available at: www.isbe.net/Pages/Substance-Use-Prevention-and-Recovery-Instruction-Resource-Guide.aspx ~~by 7-1-24~~. 105 ILCS 5/22-81, amended by P.A. 103-399.

4. Administer UAM to any student that the school nurse or *trained personnel* in good faith believes is having respiratory distress even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the asthma medication. 105 ILCS 5/22-30(b-10)(vii). See numbers 2 and 3, directly above for discussions between *any personnel authorized* and *trained personnel*. For training resources, see www.isbe.net/Pages/School-Nursing.aspx.
5. Administer UG, as applicable to the situation, for a student with a completed *SMA Form* granting permission for UG use that matches the prescription listed on the form and is also consistent with the student's diabetes care plan, if the student's prescribed glucagon is not available on-site or has expired. For training resources, see www.isbe.net/Pages/School-Nursing.aspx.
6. Administer a UOT to any student that the school nurse or other personnel with appropriate training determines requires it even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the undesignated oxygen.

☐ Assess how to manage requests from parents/guardians who wish to *opt-out* of the UAM, UEIs, UOAs, UG, or UOTs being available to their child.

The School Code does not provide a mechanism for a student or his or her parent/guardian to *opt-out* of the administration of the District's supply of UAM, UEIs, or UOAs when a nurse and/or *trained personnel* in good faith professionally believe a student is experiencing respiratory distress, having an anaphylactic reaction, or having an opioid overdose, respectively. Nor does the law address parent/guardian opt-out of the administration of the District's supply of UOTs. While there may be religious, health, or other reasons that a student's parent/guardian may wish to *opt-out* of the administration of UAM, UEI, UOA, or UOT to their child, the law does not provide a way for parents/guardians to do so. Management of this issue should be discussed with the Board Attorney. For additional guidance on this issue, see Board policy 7:275, *Orders to Forgo Life-Sustaining Treatment*.

☐ Determine how to notify all parents/guardians about how UAM, UEIs, UOAs, and/or UOTs may be provided or administered to students.

If the District maintains a supply of UAM, UEIs, and/or UOAs, it must notify parents/guardians of the protections from liability granted to it and the prescribing physician by 105 ILCS 5/22-30(c) and (c-5). There are two groups of parents/guardians that the District must notify: (1) parents/guardians of students who have previously signed a *SMA Form*, and (2) parents/guardians of all students.

For parents/guardians who have previously signed the *SMA Form*, 105 ILCS 5/22-30(c), requires the District to provide additional notice that the physician(s)/individual(s) with prescriptive authority providing the standing protocol and prescription for the District's supply of UAM, UEIs, and UOAs are protected from liability, except for willful or wanton conduct arising from the use of UAM, UEI, or UOA regardless of whether authorization was given by the student, parent/guardian, or student's physician. Discuss with the Board Attorney whether to amend the District's form(s) to include this language.

For parents/guardians of all students, 105 ILCS 5/22-30(c), requires parents/guardians to be informed that: (1) the District maintains a supply of UAM, UEIs, and/or UOAs, and (2) the District and the prescribing physician(s)/physician assistant(s)/advanced practice registered


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nurse(s) are protected from liability when the school nurse and/or *trained personnel* administer UAM, UEI, and/or UOA to any student when these individuals in good faith professionally believe that the student is experiencing respiratory distress, having an anaphylactic reaction, or having an opioid overdose, respectively. A parent/guardian shall be asked to acknowledge the notification by signing it and returning it to the school, however, a parent/guardian's failure to sign and return the notification shall not preclude a school nurse or other trained personnel from administering UAM, UEIs, or UOAs under the circumstances described in the School Code. Parents/guardians do not have the right to opt out their child from the administration of UAM, UEIs, and/or UOAs. 23 Ill.Admin.Code §1.540(b)(1)-(2). There are several methods to inform parent/guardians of this information, e.g., receipt of handbook signature, or see exhibit 7:270-E1, *School Medication Authorization Form*. Discuss with the Board Attorney the method that works best for the District.

**Note:** The School Code does not require that the District give parents/guardians notice regarding its supply of UOTs, but it is a best practice to inform them. Consult the Board Attorney regarding the content of any notices about UOTs.

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# Students

## Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools

A student or group of students seeking to distribute more than 10 copies of the same material on one or more days to students must comply with the following guidelines:

1. The student(s) must notify the Building Principal of the intent to distribute, in writing, at least 24 hours before distributing the material. No prior approval of the material is required.
2. The material may be distributed at times and locations selected by the Building Principal, such as, before the beginning or ending of classes at a central location inside the building.
3. The Building Principal may impose additional requirements whenever necessary to prevent disruption, congestion, or the perception that the material is school-endorsed.
4. Distribution must be done in an orderly and peaceful manner, and may not be coercive.
5. The distribution must be conducted in a manner that does not cause additional work for school personnel. Students who distribute material are responsible for cleaning up any materials left on school grounds.
6. Students must not distribute material that:
   a. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
   b. Violates the rights of others, including but not limited to, material that is libelous, slanderous or obscene, or invades the privacy of others, or infringes on a copyright;
   c. Is socially inappropriate or inappropriate due to the students' maturity level, including but not limited to, material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; [1]
   d. Is reasonably viewed as promoting illegal drug use;
   e. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
   f. Encourages or i~~I~~ncites students to violate any Board policy.
7. A student may use ~~School~~ Board policy 2:260, *Uniform Grievance Procedure*, to resolve a complaint.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] This procedure is for elementary and unit districts only. Unit districts should also use administrative procedure 7:315-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools*, for their high school students. ~~Be sure that the definition for *sexting* in this procedure aligns with policy 7:310, *Restrictions on Publications; Elementary Schools*, its f/n 7 discussion of the term, and other definitions used throughout the board's policy manual. For an example of a definition, see 7:190-AP5, *Student Handbook - Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5. 705 ILCS 405/3-40 defines an *indecent visual depiction* as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or if such person is a female, a fully or partially developed breast of the person. A district may create or have another definition of sexting that may or may not encompass statutory terms.~~



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8. Whenever these guidelines require written notification, the appropriate administrator may assist the student in preparing such notification.

A student or group of students seeking to distribute 10 or fewer copies of the same publication on one or more days to students must distribute such material at times and places and in a manner that will not cause substantial disruption of the proper and orderly operation and discipline of the school or school activities and in compliance with paragraphs 4, 5, 6, and 7.

LEGAL REF.: Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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# Students

## Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools [1]

A student or group of students seeking to distribute more than 10 copies of the same material on one or more days to students must comply with the following guidelines:

1. While student(s) must notify the Building Principal of the intent to distribute, in writing, at least 24 hours before distributing the material, no prior approval of the material is required.
2. The material may be distributed at times and locations selected by the Building Principal, e.g., before the beginning or ending of classes at a central location inside the building.
3. The Building Principal may impose additional requirements whenever necessary to prevent disruption, congestion, or the perception that the material is school-endorsed.
4. Distribution must be done in an orderly and peaceful manner and may not be coercive.
5. The distribution must be conducted in a manner that does not cause additional work for school personnel. Students who distribute material are responsible for cleaning up any materials left on school grounds.
6. Students must not distribute material that: [2]
    a. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
    b. Violates the rights of others, including but not limited to, material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright;
    c. Is socially inappropriate or inappropriate due to the students' maturity level, including but not limited to, material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; ~~[3]~~
    d. Is reasonably viewed as promoting illegal drug use;
    e. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; [4]or
    f. Incites students to violate any Board policy.

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The footnotes should be removed before the material is used.

[1] This procedure is for high school and unit districts only. Unit districts should also use 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools*, for their elementary students.

[2] Ensure this list aligns with the list tied to f/ns 13-17 in sample policy 7:315, *Restrictions on Publications; High Schools*.

~~[3] Be sure that the definition for *sexting* in this procedure aligns with policy 7:315, *Restrictions on Publications; High Schools*, its f/n 15 discussion of the term, and other definitions used throughout the board's policy manual. For an example of a definition, see 7:190-AP5, *Student Handbook - Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5. 705 ILCS 405/3-40 defines an *indecent visual depiction* as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or if such person is a female, a fully or partially developed breast of the person. A district may create or have another definition of sexting that may or may not encompass these statutory terms.~~

[4] Optional. See f/n 1~~6~~7 in sample policy 7:315, *Restrictions on Publications; High Schools*.



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7. A student may use ~~School~~ Board policy 2:260, *Uniform Grievance Procedure*, to resolve a complaint.
8. Whenever these guidelines require written notification, the appropriate administrator may assist the student in preparing such notification.

A student or group of students seeking to distribute 10 or fewer copies of the same publication on one or more days to students must distribute such material at times and places and in a manner that will not cause substantial disruption of the proper and orderly operation and discipline of the school or school activities and in compliance with paragraphs 4, 5, 6, and 7.

LEGAL REF.: 105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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# Students

## Administrative Procedure - School Student Records [1]

This procedure implements Board policy 7:340, *Student Records*. It contains a **Table of Contents** and lettered **Sections**.

Table of Contents

A. Legal Citations and Definitions
B. School Student Records Defined
C. Eligible Students Accorded the Rights of Parent/Guardian
D. Official Records Custodians
E. Maintenance of School Student Records
F. Retention and Destruction of School Student Records
G. Social Security Numbers
H. Access to School Student Records
I. Record of Release
J. Orders of Protection
K. Parenting Plans
L. Transmission of Records for Transfer Students
M. Directory Information
N. Student Record Challenges

Sections

### A. Legal Citations and Definitions

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parentheses indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Definitions are found in the Ill. School Student Records Act and the Ill. State Board of Education (ISBE) rules. 105 ILCS 10/2; 23 Ill.Admin.Code §375.10. For easy reference, some definitions are re-printed in this procedure.

The release of confidential information given by a student to a therapist, e.g., school counselor or psychologist, is not included in these procedures but is governed by the Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA). 740 ILCS 110/.

### B. School Student Records Defined

*School Student Record* means any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by an employee of a school, regardless of how or where the information is stored. 105 ILCS 10/2(d).

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[1] Modify this procedure to align it with board policy. Customize it to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) says may be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.



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*Special Education Records* means school records that relate to identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities under the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.) and Article 14 of the School Code. These records include the report of the multidisciplinary staffing conference on which placement or nonplacement was based and all records and audio recordings in any format relating to special education placement hearings and appeals. 23 Ill.Admin.Code §375.10.

A school student record does not include any of the following:

1. Writings or other recorded information kept in a school staff member's sole possession that is destroyed not later than the student's graduation or permanent withdrawal, and is not accessible or revealed to any other person except a temporary substitute teacher. 105 ILCS 10/2(d).

2. Information maintained by law enforcement professionals working in the school. 105 ILCS 10/2(d).

3. Video or other electronic recordings created and maintained by law enforcement professionals working in the school or for security or safety reasons or purposes, provided the information was created at least in part for law enforcement or security or safety reasons or purposes. This includes, without limitation, electronic recordings made on school buses, as described in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3(m). The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials for disciplinary or special education purposes regarding a particular student. 23 Ill.Admin.Code §375.10. **Note:** For districts and schools that do not have a designated law enforcement unit, consult the Board Attorney regarding designating an employee to serve as the *law enforcement unit* in order to maintain the security camera and determine the appropriate circumstances in which the school would disclose recorded images.

4. Any information, either written or oral, received from law enforcement officials pursuant to 105 ILCS 5/22-20 concerning a student less than the age of 18 years who has been arrested or taken into custody. 23 Ill.Admin.Code §375.10. [2]

**C. Eligible Students Accorded the Rights of Parent/Guardian**

All rights and privileges concerning school student records that are accorded to parents/guardians become exclusively those of the student when the student reaches 18 years of age, graduates from high school, marries, or enters military service, whichever occurs first. 105 ILCS 10/2(g). Such students are called *eligible students* in this procedure.

**D. Official Records Custodians**

Each Building Principal is designated the Official Records Custodian for his or her respective school and has the duties, without limitation, listed below. [3]

1. Is responsible for the maintenance, care, and security of all school student records, whether or not the records are in his or her personal custody or control, and shall take all reasonable measures to protect school student records through administrative, technical, and security

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[2] Many lawyers believe that once these records are received by a school, they are protected as education records under the federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. §1232g). Consult the board attorney for advice.

[3] For districts that have a single District-level records custodian rather than one at each school, use the following alternative sentence: "The District's Official Records Custodian or designee(s) has the duties, without limitation, listed below."



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safeguards against risks, such as unauthorized access, release, or use. 105 ILCS 10/4(a) and (b); 23 Ill.Admin.Code §375.40(g).

2. Reviews student temporary records at least every four years, or upon a student's change in attendance centers, whichever occurs first, to verify entries and to eliminate or correct all out-of-date, misleading, inaccurate, unnecessary, or irrelevant information. The records review is required in any given school year at the time a student first changes attendance centers within the District, but it does not need to be conducted if the student enrolls in a different attendance center later in that same school year. 23 Ill.Admin.Code §375.40(b).

3. When requested by the Ill. Dept. of Children and Family Services (DCFS) due to an indicated finding being overturned in an appeal or hearing, purges DCFS's final finding report from the student's record in accordance with the Ill. School Student Records Act (105 ILCS 10/) on the date of expungement provided by the report. 325 ILCS 5/8.6, amended by P.A. 103-624~~, eff. 1-1-25~~.

4. Manages requests to access school student records.

5. Transfers a certified copy of the records of students transferring to another school and retains the original records.

6. Provides all required notices to parents/guardians and students, including without limitation, each of the following:

   a. Upon initial enrollment or transfer to the school, notification of rights concerning school student records; the notification may be delivered by any means likely to reach parents, including direct mail or email, delivery by the student to the parent, or incorporation into a student handbook. 23 Ill.Admin.Code §375.30.

   b. Annual notification of information that is considered to be *directory information* and of the procedures to be used by parents/guardians to request that specific information not be released. 23 Ill.Admin.Code §375.80.

   c. Notification to secondary students and their parents/guardians that they may opt out of the disclosure of students' names, addresses, and telephone listings to military recruiters and institutions of higher learning by submitting a written request that such information not be released without the prior written consent of the parent/guardian. 20 U.S.C. §7908.

   d. Notification of their right to a hearing to challenge any entry in the school student records (except for academic grades) and Official Records Custodian's name and contact information. 23 Ill.Admin.Code §375.90.

   e. Upon a student's graduation, transfer, or permanent withdrawal, notification to the parents/guardians, and if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, of the destruction schedule for the student's permanent and temporary school student records and of their right to request a copy. Notice to parents/guardians or the student may be provided through: (1) the school's parent or student handbook, (2) publication in a newspaper published in the District or, if no newspaper is published in the District, in a newspaper of general circulation within the district, (3) U.S. mail delivered to the last known address of the parent/guardian or student, or (4) other means provided notice is confirmed to have been received, e.g., hand delivery, return


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receipt, or read receipt email. 105 ILCS 10/4(h)~~, amended by P.A. 102-199~~; 23 Ill.Admin.Code §375.40(c). [4]

7. Takes all action necessary to ensure that school personnel are informed of the provisions of the School Student Records Act. 105 ILCS 10/3(c).

8. Performs all actions required of the District described in this procedure and the laws governing school student records.

The Building Principal may delegate any of these duties to an appropriate staff member but shall remain responsible for the duties' execution.

**E. Maintenance of School Student Records** 105 ILCS 10/2; 23 Ill.Admin.Code §375.10.

The District maintains two types of school records for each student: a *permanent* record and a *temporary* record.

The *student permanent record* shall consist of the following:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parent(s)/guardian(s).

2. Evidence required by the Missing Children Records Act. 325 ILCS 50/5(b)(1).

3. Academic transcripts, including: grades, graduation date, and grade level achieved; as applicable, and if allowed by District policy, scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian[5]; the unique student identifier assigned and used by ISBE's Student Information System (23 Ill.Admin.Code §1.75); as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-22; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159 and 23 Ill.Admin.Code Part 680; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy, awarded in accordance with 23 Ill.Admin.Code §680.20(c); and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169, amended by P.A. 103-979, ~~eff. 1-1-25,~~ and 23 Ill.Admin.Code §1.443.

4. Attendance record.

5. Health record, defined by ISBE rule as "medical documentation necessary for enrollment and proof of having certain examinations, as may be required under Section 27-8.1 of the [School] Code."

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The footnotes should be removed before the material is used.

[4] 105 ILCS 10/4(h)~~, amended by P.A. 101-161 and 102-199,~~ requires notice of destruction of student records also be given to DCFS when a student is in its legal custody; however, the law does not specify how that notice is to be delivered to DCFS. A district may wish to rely on item #4 in paragraph e of this list so it has evidence the notice was received.

[5] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If board policy allows for the inclusion of such scores on academic transcripts, then the district's notification to parents/guardians and students of their school student records rights must include the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5).

**Note:** Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to eligible students and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).



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6. Record of release of permanent record information that contains the information listed in Section I, **Record of Release**, below.

7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the temporary record, the *permanent record* may include:

1. Honors and awards received.

2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

No other information shall be placed in the permanent record.

The *student temporary record* contains all information not required to be kept in the student permanent record and must include:

1. Record of release of temporary record information that contains the information listed in Section I, **Record of Release**, below.

2. Scores received on the State assessment tests administered in the elementary grade levels (kindergarten through grade 8).

3. Completed home language survey. 23 Ill.Admin.Code §228.15(d).

4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.

5. Any final finding report received from DCFS provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record. 23 Ill.Admin.Code §375.40(f).

6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and the **Confidentiality** subhead of administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

~~6.~~7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.

~~7.~~8. Health-related information, defined by ISBE rule as "current documentation of a student's health information, not otherwise governed by the MHDDCA or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete's and his or her parents' acknowledgment of the District's concussion policy adopted under Section 22-80 of the [School] Code, and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."


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~~8.~~9. Accident report, defined by ISBE rule as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied youth has followed through on that request."

~~9.~~10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred. 23 Ill.Admin.Code §375.75(e).

~~10.~~11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement. 105 ILCS 10/4; 23 Ill.Admin.Code §1.445.

~~11.~~12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.

The *temporary record* may also consist of:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.)
12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

**F. Retention and Destruction of School Student Records**


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The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(e). The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(f). Individuals adding information to a student's temporary record must include their name, signature, and position and the date the information was added. 105 ILCS 10/4(d). Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the eligible student. Appropriate District personnel shall explain to the student and the parent/guardian the future usefulness of these records. 23 Ill.Admin.Code §375.40(d). Be sure to provide notice of destruction of school student records pursuant to 105 ILCS 10/4(h)~~, amended by P.A. 102-199~~, as noted in D(6)(e), above.

**G. Social Security Numbers**

School officials, with limited exceptions, may not require students or their parents/guardians to provide social security numbers. 5 ILCS 179/, Identity Protection Act. The collection and retention of social security numbers shall be in accordance with Board policy 4:15, *Identity Protection*.

**H. Access to School Student Records**

The phrase "access to a school student record" means any release or disclosure of information from a student's school record, whether or not any record is copied. Access in all cases is limited to the designated portion of the record to which the consent or statutory authority applies.

Neither the District nor any of its employees shall release, disclose, or grant access to information found in any school student record except under the conditions set forth in the Ill. School Student Records Act. 105 ILCS 10/6. Absent a court order, school officials do not provide educational records to ~~the~~U.S. Immigration and Customs Enforcement for immigration enforcement activities.

The Building Principal shall grant access to school student records as detailed below. The Building Principal shall consult with the Superintendent and, if authorized, the Board Attorney concerning any questions.

**Access to Parent/Guardian, Eligible Student, or DCFS**

1. A student's parent(s)/guardian(s) or eligible student, or designee, or DCFS' Office of Education and Transition Services, when a student is in the legal custody of DCFS, are entitled to inspect and copy information in the student's school record; a student less than 18 years old may inspect or copy information in his or her permanent school record. 105 ILCS 10/5. A request to inspect or copy school student records shall be made in writing and directed to the Building Principal. Access to the records shall be granted within 10 business days after the receipt of such a request. 105 ILCS 10/5(c). The District may extend this timeline by up to five additional business days if one or more of these six reasons applies:

    a. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;

    b. The request required the collection of a substantial number of specified records;

    c. The request is couched in categorical terms and requires an extensive search for the records responsive to it;

    d. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;

    e. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or


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f. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.

105 ILCS 10/5(c-5).

The District and the person making the request may also agree in writing to extend the timeline for response. Id. The response to an access request for a special education student's records shall include those school student records located in the special education office.

2. The parent(s)/guardian(s), DCFS, if applicable, or the District may request a qualified professional to be present to interpret the student's records. 105 ILCS 10/5(b)~~, amended by P.A. 102-199~~. If the District makes the request, it is responsible for securing and bearing the cost of the professional's presence.

3. Unless the District has actual notice of a court order or a notice of a *parenting plan* under the Ill. Marriage and Dissolution of Marriage Act, indicating otherwise:

   a. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records. 750 ILCS 5/602.11.

   b. The Building Principal shall send copies of the documents listed below to both divorced or separated parents/guardians, or if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, at their~~either~~'s request. 105 ILCS 5/10-21.8.

      i. Academic progress reports or records

      ii. Emotional and physical health reports

      iii. Notices of school-initiated parent-teacher conferences

      iv. School calendar regarding the student

      v. Notices about open houses, graduations, and other major school-sponsored events including student-parent/guardian interaction

4. The school will deny access to a student's school records to a parent against whom an *order of protection* (OP) was issued if the OP prohibits the parent from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. See the Ill. Marriage and Dissolution of Marriage Act, 750 ILCS 5/602.11(a), and 750 ILCS 60/214(b)(15), and 222(f). Also see **Orders of Protection**, below. [6]

5. Parent(s)/guardian(s) or the student, or if applicable, DCFS' Office of Education and Transition Services, shall not be granted access to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment or the receipt of an honor or award which were placed in the records prior to 1-1-75, provided such letters and statements are not used for purposes other than those for which they were specifically intended. Access shall not be granted to such letters and statements entered into the record at any time if the student has waived his or her right of access after being advised of

The footnotes should be removed before the material is used.

[6] This may conflict with FERPA in that it restricts a parent/guardian's right to access his or her child's school records more than is expressly permitted by FERPA. 20 U.S.C. §1232g(a)(1)(A), (B); 34 C.F.R. §99.10(a). Contact the board attorney for guidance.



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his or her right to obtain the names of all persons making such confidential letters and statements. 105 ILCS 10/5(e)~~, amended by P.A. 102-199~~.

**Access With Consent of Parent/Guardian or Eligible Student**

1. Access will be granted to any person possessing a written, dated consent, signed by the parent(s)/guardian(s) or eligible student, stating to whom the records may be released, the information or record to be released, and the reason for the release. 105 ILCS 10/6(a)(8); 23 Ill.Admin.Code §375.70(e). Whenever the District requests the consent to release records, the Building Principal shall inform the parent(s)/guardian(s) or eligible student in writing of the right to inspect, copy, and challenge their contents and to limit such consent to designated portions of the records. 105 ILCS 10/6(a)(8).

2. Access to any record that is protected by the MHDDCA, specifically that of a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services to a student, will be granted according to the consent requirements contained in MHDDCA. 740 ILCS 110/4 and 5.

**Access Without Notification to or Consent of Parent/Guardian or Eligible Student**

1. District employees or officials of the ISBE will be granted access, without parental/guardian consent or notification, when a current, demonstrable, educational, or administrative need is shown. Access in such cases is limited to the satisfaction of that need. 105 ILCS 10/6(a)(2). Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest. 105 ILCS 10/6(a)(2).

2. Access will be granted, without parental/guardian consent or notification, to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent/guardian can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. 105 ILCS 10/6(a)(4).

3. Access will be granted, without parental/guardian consent or notification, to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information between them. 105 ILCS 10/6(a)(13)~~, added by P.A. 102-557~~. [7]

4. The District will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or the consent of the student's parent(s)/guardian(s). 20 U.S.C. §1232(g)(j), as added by the Sec. 507 of the U.S.A. Patriot Act of 2001. An *ex parte* order is an order issued by a court of competent jurisdiction without notice to an adverse party.

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[7] For elementary or high school districts only. Intergovernmental agreements must meet the following requirements: (1) the sharing must be voluntary and at the discretion of each district; (2) the sharing of student information only applies to students that have a) been enrolled in both districts or b) would have been enrolled in both districts based on attendance boundaries, provided the parent/guardian has confirmed in writing that the student intends to enroll or has enrolled in the high school district; and (3) the sharing of student information does not exceed the scope of information that is shared among schools in a unit district. 105 ILCS 10/6(a)(13)~~, added by P.A. 102-557~~.



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5. A Serious Habitual Offender Comprehensive Action Program (SHOCAP) committee member will be granted access, but only to the extent that the release, transfer, disclosure, or dissemination is consistent with the Family Educational Rights and Privacy Act (FERPA). 105 ILCS 10/6(a)(10) allows disclosure to SHOCAP committee members who are "state and local officials and authorities" as those terms are used in FERPA. This federal law does not define "state and local officials and authorities;" rather, it limits when disclosure may be made to such officials and authorities.

6. Juvenile authorities will be granted access when necessary for the discharge of their official duties upon their request before the student's adjudication, provided they certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. *Juvenile authorities* means: (a) a circuit court judge and court staff members designated by the judge; (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case; (d) any individual, public or private agency having court-ordered custody of the child; (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (f) any potential placement provider when such release is authorized by the court to determine the appropriateness of the potential placement; (g) law enforcement officers and prosecutors; (h) adult and juvenile prisoner review boards; (i) authorized military personnel; and (j) individuals authorized by court. 105 ILCS 10/6(a)(6.5).

7. Military recruiters and institutions of higher learning will be granted access to secondary students' names, addresses, and telephone listings, unless the student's parent/guardian submits a written request that such information not be released without the prior written consent of the parent/guardian or eligible student. Only this written consent process may be used, no other processes, such as an opt-in process, etc., may be used. Military recruiters and institutions of higher learning have access to students' names, addresses, and phone numbers even if the District does not release directory information. 20 U.S.C. §7908. For more information, see exhibits 7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information;* 7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiters Access to Students and Student Information;* ISBE Military Recruitment Access Reminder, announced in State Superintendent Smith's *Weekly Message*, 11-27-18, at: www.isbe.net/Documents/Military-Access-Reminder.pdf. The requirements in this paragraph apply only if the District receives funds under the Elementary and Secondary Education Act. Id.

8. DCFS' Office of Education and Transition Services will be granted access if the student is in the legal custody of DCFS. 105 ILCS 10/6(a)(12.5)~~, added by P.A. 102-199 and renumbered by P.A. 102-813~~.

**Access Without Consent of, but With Notification to, Parent/Guardian or Eligible Student**

1. In accordance with the procedures described in Section L below (Transmission of Records for Transfer Students), access will be granted, without parental/guardian consent, to the official records custodian of another school within Illinois or an official with similar responsibilities of a school outside Illinois, in which the student has enrolled or intends to enroll, upon the request of such official or student. 105 ILCS 10/6(a)(3).

2. Access will be granted pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice of such order's terms, the nature and substance of the


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information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. 105 ILCS 10/6(a)(5). Parents of students who are named in a court order or parenting plan shall be deemed to have received the required written notice. The Building Principal shall respond to the order no earlier than five school days after its receipt in order to afford parents/guardians the opportunity to review, inspect, and challenge the records if the parents choose to do so. 23 Ill.Admin.Code §375.70(d).

For the purposes of these procedures, a court order is a document signed by a judge. A subpoena signed by a court clerk, an attorney, or an administrative agency official shall not be considered a court order unless signed by a judge. 23 Ill.Admin.Code §375.40(a).

3. Information may be released without parental consent, in connection with an articulable and significant threat to the health or safety of a student or other individuals, to appropriate persons if the knowledge of the requested information is necessary to protect the health or safety of the student or other individuals. The Building Principal shall make this decision taking into consideration the seriousness of the threat to the health or safety of the student or other individuals, the need for such records to meet the emergency, whether the persons to whom such records are released are in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6(a)(7); 23 Ill.Admin.Code §375.60. The Building Principal shall notify the parent(s)/guardian(s) or eligible student, no later than the next school day after the date that the information is released, of the date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.

4. The District will grant access as specifically required by federal or State statute, provided the individual complies with the requirements in 23 Ill.Admin.Code §375.70(b). 105 ILCS 10/6(a)(6). Prior to granting access, the Building Principal shall provide prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. 105 ILCS 10/6(b); 23 Ill.Admin.Code §375.70. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents. If the release relates to more than 25 students, a notice published in the newspaper is sufficient.

   The District charges $.35 per page for copying information from a student's records.[8] No parent/guardian or student shall be precluded from copying information because of financial hardship. 23 Ill.Admin.Code §375.50. **Note:** The ISBE rule allows a school to "charge the actual cost for providing a copy of school student records or any portion of such records to parents and students upon request for such copies, provided that such costs shall not exceed $.35 per page." 23 Ill.Admin.Code §375.50.

## I. Record of Release

Except as provided below, a record of all releases of information from school student records (including all instances of access granted whether or not records were copied) shall be kept and maintained as part of such records. 105 ILCS 10/6(c). This record shall be maintained for the life of the school student record and shall be accessible only to the parent(s)/guardian(s) or eligible student, Building Principal, or other authorized person. The record of release shall include each of the following:

1. The nature and substance of the information released;

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[8] Districts may substitute the following alternative: "The District charges a fee for copying school student records that corresponds to the fee schedule for copies of records requested under the Freedom of Information Act."



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2. The name and signature of the official records custodian releasing such information;

3. The name of the person requesting the information, in what capacity the request was made, and the purpose for the request;

4. The date of release; and

5. A copy of any consent to a release.

No record of a disclosure is maintained when records are disclosed according to the terms of an *ex parte* court order entered under 20 U.S.C. §1232g(j), *Investigation and prosecution of terrorism*. 20 U.S.C. §1232g(j)(4).

**J. Orders of Protection**

Upon receipt of a court OP that prohibits a Respondent's access to records, the Building Principal shall file it in the temporary record of a student who is the *protected person* under the OP. No information or records shall be released to the Respondent named in the OP. 750 ILCS 60/222(f).[9]

**K. Parenting Plans**

Upon receipt of a parenting plan under the Ill. Marriage and Dissolution of Marriage Act (750 ILCS 5/), the Building Principal shall file it in the temporary record of a student who is the subject of the parenting plan.

**L. Transmission of Records for Transfer Students** 105 ILCS 10/6(a)(3); 23 Ill.Admin.Code §§375.70 and 375.75.

The Building Principal shall:

1. Within 14 calendar days after enrolling a transfer student, request directly from the student's previous school a certified copy of the student's record. The District shall exercise due diligence in obtaining the copy of the record requested.

2. Upon the student's request or that of the official records custodian of another school in which the student has enrolled or intends to enroll, within 10 calendar days, transfer a certified copy of the student's record (that is, the student's permanent and temporary record) to the official records custodian of the appropriate school and retain the original records. The records transfer is subject to prior notice to the student's parent(s)/guardian(s) as described above in Section H (Access to School Student Records). See Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools.*

3. Determine if the school or special education office has any record that is protected by the MHDDCA concerning the transferring student, specifically a record or report made by a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services. If so, ask the appropriate person as identified in 740 ILCS 110/4 whether to send the record protected by MHDDCA to the new school and, if *yes*, obtain a written consent for disclosure as provided in 740 ILCS 110/5.

   This requirement does not apply to special education records and reports that are related to the identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities. 23 Ill.Admin.Code §375.10.

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[9] See f/n 6 above.



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4. Provide the parent/guardian or eligible student prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge it. If the parent's/guardian's address is unknown, notice may be served upon the official records custodian of the requesting school for transmittal to the parent/guardian. This service is deemed conclusive, and 10 calendar days after this service, if the parents/guardians make no objection, the records may be transferred to the requesting school.
5. Destroy any biometric information collected and do not transfer it to another school district.
6. Refrain from transferring the records if a student's record has been flagged as a "missing child" as provided in Section 5 of the Missing Children Records Act and Section 5 of the Missing Children Registration Law. The District shall notify the Ill. State Police or the local law enforcement authority of the request.
7. Retain the original records in accordance with the requirements of 105 ILCS 10/4.
8. Include information about whether or not the student is *in good standing* and whether or not the student's medical records are up-to-date and complete. 105 ILCS 5/2-3.13a.
9. Maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record.

If the student has unpaid fines, fees, or tuition charged pursuant to 105 ILCS 5/10-20.12a and is transferring to a public school located in Illinois or any other state, the Building Principal shall, unless otherwise prohibited by State law (23 Ill.Admin.Code §375.75(i)): [10]

1. Transfer the student's *unofficial record of student grades* in lieu of the student's official transcript of scholastic records. The *unofficial record of student grades* means written information relative to the grade levels and subjects in which a student was enrolled and the record of academic grades achieved by that student prior to transfer. These records shall also include the school's name and address, the student's name, the name and title of the school official transmitting the records, and the transmittal date.
2. Within 10 calendar days after the student has paid all of his or her unpaid fines or fees and at this District's own expense, forward the student's official transcript of scholastic records to the student's new school.

The Building Principal shall include the following information with the transferred records if the student is transferring to another public school located in Illinois or any other state and at the time of the transfer is currently serving a term of suspension or expulsion for any reason: 105 ILCS 5/2-3.13a; 23 Ill.Admin.Code §375.75(j).

1. The date and duration of the period of any current suspension or expulsion; and

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[10] Optional. 105 ILCS 5/10-20.9a(c) and (d), ~~added by P.A. 102-727, and~~ inoperative "on and after three years" from 5-6-22, prohibits public high schools from withholding a student's grades, transcripts, or diploma because of an unpaid balance on the student's school account. See sample policy 6:280, *Grading and Promotion*, at f/n 3, for a discussion about the expiration date of this law. Districts are also prohibited from withholding student records, transcripts, or diplomas because the student's parents are unable to pay required *fees*. 105 ILCS 5/28-19.2~~, amended by P.A. 102-805~~. See sample policy 4:140, *Waiver of Student Fees*, at f/n 1, for more information about the definition of *fees*. Fees, for example, do not include library fines, which could be reflected in a student's account. 23 Ill.Admin.Code §1.245(a)(2). These statutes refer generically to *transcripts*; they do not distinguish between *unofficial* and *official transcripts*. Consult the board attorney for advice on a district's ability to withhold official transcripts from students under 23 Ill.Admin.Code §375.75(i).



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2. Whether the suspension or expulsion is for: (a) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.); (b) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (c) battering a school staff member.

**M. Directory Information**[11] 23 Ill.Admin.Code §375.80

The District may release certain directory information regarding students as permitted by law, except that a student's parent(s)/guardian(s) may prohibit the release of the student's directory information. Directory information is limited to: [12]

1. Student's Name
2. Student's Address
3. Student's Grade level
4. Student's Birth date and place
5. Parent(s)/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
6. Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
7. Academic awards, degrees, and honors
8. Information in relation to school-sponsored activities, organizations, and athletics
9. Major field of study

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[11] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this section.** See sample policy 7:340, *Student Records*. There has been at least one instance in Illinois in which parents were upset that their school district released students' names and addresses pursuant to a Freedom of Information Act (FOIA) request. FOIA contains an exemption for home addresses. Many lawyers, however, say that a district must release student information pursuant to a FOIA request when each of the following has occurred: the FOIA request seeks information that is included in the district's definition of student directory information, the district notified parents that it releases directory information, and the parents did not opt out of allowing directory information to be released concerning their child. An opinion from the Ill. Public Access Counselor (PAC) supports that a district may not rely on the FOIA exemption for home addresses. PAO 12-3.

Delete the specific types of information that the district does not want released, such as *address*, from the list of information designated as *directory information*. Realize, however, that if the information identified as directory information is too limited, the district may be prohibited from publishing information about specific students.

[12] 23 Ill.Admin.Code 375.80(a)(1) no longer includes *gender* as information which may be designated as directory information. This is consistent with attorneys' views that Illinois' past practice of including *gender* within directory information may have violated FERPA. FERPA regulations provide that directory information "means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed" and it "includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status, e.g., undergraduate or graduate, full-time or part-time; dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended." 34 C.F.R. §99.3. Though FERPA regulations do not explicitly preclude the designation of *gender* as directory information, U.S. Dept. of Educ. (DOE) guidance has consistently advised schools not to disclose a student's sex as directory information because it would be considered harmful or an invasion of privacy. See *Letter to Institutions of Postsecondary Education*, DOE Family Policy Compliance Office (Sept. 2009). Consult the board attorney about the practical implementation of this issue. Some attorneys, for example, believe photos of the "Girls Volleyball Team" may contradict DOE guidance.



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10. Period of attendance in school

No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion, or fundraising, without the prior, specific, dated, and written consent of the parent or eligible student (see 765 ILCS 1075/30). 23 Ill.Admin.Code §375.80. The following shall not be designated as directory information: (a) an image on a school security video, or (b) student social security number or student identification or unique student identifier. Id.

The notification to parents/guardians and students concerning school student records will inform them of their right to opt out of the release of directory information. See exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.

**N. Student Record Challenges**

Parents/guardians have the right to a hearing to challenge the accuracy, relevancy, or propriety of any entry in their student's school records, exclusive of academic grades and references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring. 105 ILCS 10/7; 23 Ill.Admin.Code §375.90. A request for a hearing should be submitted to the Superintendent and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge. The following procedures apply to a challenge: Id.

1. The Superintendent or designee will invite the parent(s)/guardian(s) to an initial informal conference, within 15 school days of receipt of the request for a hearing.
2. If the challenge is not resolved by the informal conference, formal procedures shall be initiated. The Superintendent will appoint a hearing officer, who is not employed in the attendance center in which the student is enrolled.
3. The hearing officer will conduct a hearing within a reasonable time, but no later than 15 days after the informal conference, unless an extension of time is agreed upon by the parent(s)/guardian(s) and school officials. The hearing officer shall notify parents and school officials of the time and place of the hearing.
4. At the hearing, each party shall have the right to:
    a. Present evidence and to call witnesses;
    b. Cross-examine witnesses;
    c. Counsel;
    d. A written statement of any decision and the reasons therefore; and
    e. Appeal an adverse decision to an administrative tribunal or official to be established or designated by the State Board.
5. A verbatim record of the hearing shall be made by a tape recorder or a court reporter. A transcript may be prepared by either party in the event of an appeal of the hearing officer's decision. However, a transcript is not required in an appeal.
6. The written decision of the hearing officer shall, no later than 10 school days after the conclusion of the hearing, be transmitted to the parent(s)/guardian(s) and the School District. It shall be based solely on the information presented at the hearing and shall be one of the following:
    a. To retain the challenged contents of the school student record;


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b. To remove the challenged contents of the school student record; or

c. To change, clarify, or add to the challenged contents of the school student record.

7. Any party has the right to appeal the decision of the local hearing officer to the Regional Superintendent or appropriate Intermediate Service Center Executive Director, within 20 school days after the decision is transmitted to the parties. The parent(s)/guardian(s), if they appeal, shall so inform the District and within 10 school days the school shall forward a transcript of the hearing, a copy of the record entry in question, and any other pertinent materials to the Regional Superintendent or appropriate Intermediate Service Center. The District may initiate an appeal by the same procedures.

8. The final decision of the Regional Superintendent or appropriate Intermediate Service Center Executive Director may be appealed to the circuit court of the county in which the District is located.

9. The parent(s)/guardian(s) may insert a written statement of reasonable length describing their position on disputed information. The District will include a copy of the statement in any release of the information in dispute. 105 ILCS 10/7(d).

LEGAL REF.: 20 U.S.C. §1232g, Family Education Rights and Privacy Act; 34 C.F.R. Part 99.
105 ILCS 10/, Illinois School Student Records Act; 23 Ill.Admin.Code Part 375.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
750 ILCS 5/, Illinois Marriage and Dissolution of Marriage Act.

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# Students

## Exhibit - Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records [1]

*Upon the initial enrollment or transfer of a student to the school, the school must notify the student and the student's parents/guardians of their rights concerning school student records. This notification may be distributed by any means likely to reach parents/guardians.*

The contact information for each School's Official Records Custodian follows:

_____

_____

_____

This notice contains a description of your and your child's rights concerning school student records.

A *school student record* is any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses. The District maintains two types of school records for each student: *permanent* record and *temporary* record.

The *permanent record* includes:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parents/guardians.
2. Evidence required under the Missing Children Records Act. 325 ILCS 50/5(b)(1).
3. Academic transcripts, including: grades, graduation date, and grade level achieved;[2] the unique student identifier assigned and used by the Ill. State Board of Education (ISBE) Student

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[1] This notification is based on the *Model Notification* published by the U.S. Dept. of Education. Changes were made to comply with the Ill. School Student Records Act (ISSRA, 105 ILCS 10/) and the ISBE rule mandating this notification (23 Ill.Admin.Code §375.30(d)). To obtain the legal citations for this exhibit's provisions, see sample administrative procedure 7:340-AP1, *School Student Records*, which is annotated with citations to controlling rules and statutes.

Customize this notice to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) permits to be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.

[2] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following phrase into #3:

> scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian;



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Information System ~~(SIS)~~; as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-22; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy; and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169.

4. Attendance record.
5. Health record defined by ~~the Ill. State Board of Education (~~ISBE~~)~~ as "medical documentation necessary for enrollment and proof of dental examinations, as may be required under Section 27-8.1 of the School Code."
6. Record of release of permanent record information that includes each of the following:
    a. The nature and substance of the information released;
    b. The name and signature of the official records custodian releasing such information;
    c. The name and capacity of the requesting person and the purpose for the request;
    d. The date of release; and
    e. A copy of any consent to a release.
7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the *temporary record*, the *permanent record* may include:

1. Honors and awards received.
2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

All information not required to be kept in the student permanent record is kept in the student *temporary record* and must include:

1. Record of release of temporary record information that includes the same information as listed above for the record of release of permanent records.
2. Scores received on the State assessment tests administered in the elementary grade levels (that is, kindergarten through grade 8).
3. Completed home language survey.
4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.
5. Any final finding report received from a Child Protective Service Unit provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record.
6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status.
7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.

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The footnotes should be removed before the material is used.

**Note:** Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and the federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g) attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).


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6.8. Health-related information, defined by the ISBE as "current documentation of a student's health information, not otherwise governed by the Mental Health and Developmental Disabilities Confidentiality Act or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete and his or her parent/guardian's acknowledgment of the District's concussion policy adopted under 105 ILCS 5/22-80 and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."

7.9. Accident report, defined by the ISBE as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event, or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied homeless youth … has followed through on that request."

8.10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred.

9.11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement.

10.12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), ~~amended by P.A. 101-643~~, including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.[3]

The temporary record may include:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973

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The footnotes should be removed before the material is used.

[3] 105 ILCS 10/2(f), ~~amended by P.A. 101-515~~.



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12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

The Family Educational Rights and Privacy Act (FERPA) and the Ill. School Student Records Act (ISSRA) afford parents/guardians and students over 18 years of age (*eligible students*) certain rights with respect to the student's school records. They are:

1. **The right to inspect and copy the student's education records within 10 business days after the date the District receives a request for access.**
   The degree of access a student has to his or her records depends on the student's age. Students less than 18 years of age have the right to inspect and copy only their permanent record. Students 18 years of age or older have access and copy rights to both permanent and temporary records. Parents/guardians or students should submit to the Building Principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parent(s)/guardian(s) or student of the time and place where the records may be inspected. The District shall make the records available to inspect and copy within 10 business days, unless the District extends the response timeline to 15 business days in accordance with ISSRA. The District charges $.35 per page for copying but no one will be denied their right to copies of their records for inability to pay this cost.
   These rights are denied to any person against whom an order of protection has been entered concerning a student. 105 ILCS 5/10-22.3c and 10/5(a); 750 ILCS 60/214(b)(15). [4]
2. **The right to request the amendment of the student's education records that the parent(s)/ guardian(s) or eligible student believes are inaccurate, irrelevant, or improper.**
   Parents/guardians or eligible students may ask the District to amend a record that they believe is inaccurate, irrelevant, or improper. They should write the Building Principal or the Official Records Custodian, clearly identify the record they want changed, and specify the reason.
   If the District decides not to amend the record as requested by the parents/guardians or eligible student, the District will notify the parents/guardians or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.
3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that the FERPA or ISSRA authorizes disclosure without consent.**

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The footnotes should be removed before the material is used.

[4] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following as right #2:

2. **The right to have one or more scores received on college entrance examinations included on the student's academic transcript.**
   Parents/guardians or eligible students may have one or more scores on college entrance exams included on their student's academic transcript. Students often take college entrance examinations multiple times to improve their results. Test publishers provide the results from each examination taken to the student's high school. A parent/guardian or eligible student may want certain scores to be included on academic transcripts sent to postsecondary institutions to which the student applies. The District will include scores on college entrance examinations upon the written request of the parent/guardian or eligible student stating the name of each college entrance examination that is the subject of the request and the dates of the scores that are to be included.

**Note:** Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).


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Disclosure without consent is permitted to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board. A school official may also include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (such as an attorney, auditor, medical consultant, therapist, or educational technology vendor); or any parents/guardians or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility or contractual obligations with the District.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to these individuals, the parents/guardians will receive prior written notice of the nature and substance of the information, and an opportunity to inspect, copy, and challenge such records.

When a challenge is made at the time the student's records are being forwarded to another school to which the student is transferring, there is no right to challenge: (1) academic grades, or (2) references to expulsions or out-of-school suspensions.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent(s)/guardian(s) can be identified; to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information with the other district;[5] any person named in a court order; appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons; and juvenile authorities when necessary for the discharge of their official duties who request information before adjudication of the student.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.** The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the student, if the student has succeeded to the rights of the parent(s)/guardian(s). Student temporary records are reviewed every four years or upon a student's change in attendance centers, whichever occurs first.
5. **The right to prohibit the release of directory information concerning the parent's/ guardian's child.** [6]

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The footnotes should be removed before the material is used.

[5] For elementary and high school districts only.

[6] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this right.** See sample policy 7:340, *Student Records*.



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Throughout the school year, the District may release directory information regarding its students, limited to:

Name
Address
Grade level
Birth date and place
Parent(s)'/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
Academic awards, degrees, and honors
Information in relation to school-sponsored activities, organizations, and athletics
Major field of study
Period of attendance in school

*Any parent/guardian or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the Building Principal within 30 days of the date of this notice. No directory information will be released within this time period, unless the parent/guardian or eligible student is specifically informed otherwise.*

No photograph highlighting individual faces is allowed for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, as applicable; and no image on a school security video recording shall be designated as directory information.

6. **The right to request that military recruiters or institutions of higher learning not be granted access to your secondary school student's name, address, and telephone numbers without your prior written consent.**
   Federal law requires a secondary school to grant military recruiters and institutions of higher learning, upon their request, access to secondary school students' names, addresses, and telephone numbers, unless the student's parent/guardian, or a student who is 18 years of age or older, submits a written request that the information not be released without the prior written consent of the parent/guardian or eligible student. If you wish to exercise this option, notify the Building Principal where your student is enrolled for further instructions.
7. **The right contained in this statement: No person may condition the granting or withholding of any right, privilege or benefits or make as a condition of employment, credit, or insurance the securing by any individual of any information from a student's temporary record which such individual may obtain through the exercise of any right secured under State law.**
8. **The right to file a complaint with the U.S. Dept. of Education concerning alleged failures by the District to comply with the requirements of FERPA.**
   The name and address of the Office that administers FERPA is:
   U.S. Department of Education
   Student Privacy Policy Office
   400 Maryland Avenue, SW
   Washington DC 20202-8520


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# Students

## Exhibit – Student Covered Information Reporting Form

*Use this sample form to implement the requirements of the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/27(a)(1)~~), added by P.A. 101-516, eff. 7-1-21)~~. SOPPA requires a district to provide a clear and understandable layperson explanation on the district's website (or at the district administrative office, if it does not maintain a website) of the data elements of covered information that a district collects, maintains, or discloses to any person, entity, third party, or governmental agency, as well as other operator-related information.*

| **Covered Information (CI) Disclosed to Operators** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Operator Name | Site/Application /Service | Data Elements of CI | How the CI is Used | Purpose of Disclosure | Link to Copy of Contract | Operator Business Address | Subcontractors to Whom CI is Disclosed |
| | | | | | | | |
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| Covered Information (CI) Disclosed to Other Third Parties, Including Government Agencies | | | | |
|---|---|---|---|---|
| Other Third Party/Gov't Agency | Site/Application/Service | Data Elements of CI [1] | How the CI is Used | Purpose of Disclosure |
| | | | | |
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The footnotes should be removed before the material is used.

[1] A listing of the "data elements" that the Ill. State Board of Education (ISBE) collects from school districts for its Student Information System (SIS) (which districts submit through their ISBE Web Application Security (IWAS) accounts) is available at: www.isbe.net/Pages/SIS-Data-Elements-approved-codes-and-indicators.aspx, at the "All Data Elements and Validations" tab. SOPPA does not specify whether links to data elements are permitted as a means of compliance. Consult the board attorney for guidance.



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# Students

## Exhibit – Student Data Privacy; Notice to Parents About Educational Technology Vendors

*Use the sample text below to provide notice to parents/guardians about educational technology vendors pursuant to the Student Online Personal Protection Act, 105 ILCS 85/28(e)~~, added by P.A. 101-516, eff. 7-1-21~~. ~~Beginning with the 2021-2022 school year, school d~~Districts must provide this notice to parents/guardians at the beginning of each school year through distribution of school handbooks or other means generally used by a district to provide such notices to parents/guardians.*

Annual Notice to Parents about Educational Technology Vendors Under the Student Online Personal Protection Act

~~School districts throughout the State of Illinois contract with~~The District has contracts with ~~different~~ educational technology vendors ~~for beneficial K-12~~to support and enhance student learning and ~~purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in~~ school operations.

Under Illinois' Student Online Personal Protection Act ~~, or~~ (SOPPA)~~, (105 ILCS 85/), educational technology~~ vendors ~~and other entities~~ that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are ~~referred to in SOPPA as~~called *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take ~~a number of~~ actions to safeguard~~protect online~~ student data.

Depending upon the ~~particular educational~~ technology being used, the~~our~~ District may need to collect different types of student data, which is then shared with ~~educational technology~~ vendors through their online sites, services, and/or applications. ~~Under SOPPA, educational technology vendors~~SOPPA prohibits vendors ~~are prohibited~~ from selling or renting a student's information or from engaging in targeted advertising using a student's information. ~~Such~~ V~~v~~endors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information


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- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications
- Application metadata and application use statistics
- Permanent and temporary school student record information
-

Operators may collect and use student data only for K-12 purposes~~, which are purposes that aid in the administration of school activities,~~ such as:

- Classroom instruction~~Instruction in the classroom or at home (including remote learning)~~
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the ~~school d~~District

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# Students

## Exhibit – Parent Notification Letter for Student Data Breach

*~~Beginning July 1, 2021, u~~Use this sample letter to comply with the Student Online Personal Protection Act's requirement that a school district must notify the parent/guardian when the covered information of his/her child has been breached. 105 ILCS 85/27(d)~~, added by P.A. 101-516, eff. 7-1-21~~.*

*On District Letterhead*

Re: Student Data Breach Notification

Dear Parent(s)/Guardian(s):

Despite the District's ongoing efforts to ensure high levels of security and privacy in the use of online student data, we regret to inform you that certain data about your child [was] **OR** [may have been] compromised in a recent breach of [*insert name of online site, service, or application and name of operator*] **OR** [the District's network]. The breach [is estimated to have] occurred on [*insert date or date range*]. The following information about your child was compromised:

[*Insert description of student's covered information that was compromised or reasonably believed to have been compromised*]

The District [, in cooperation with the operator,] is actively investigating the causes and extent of the breach, and we will keep you apprised of any relevant updates. If you have questions or concerns in the meantime, you may contact me [or directly contact the operator involved]:

[*Insert Superintendent contact information*]

[*Insert operator contact information, if applicable*]

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You may also obtain information from the Federal Trade Commission (FTC) and consumer reporting agencies about fraud alerts and security freezes at:

**FTC**
www.consumer.ftc.gov/articles/0279-extended-fraud-alerts-and-credit-freezes
877-FTC-HELP (382-4537)
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20680

**Equifax**
www.equifax.com/personal/credit-report-services/
800-685-1111

Equifax Information Services LLC (fraud alert)
P.O. Box 105069
Atlanta, GA 30348-5069

Equifax Information Services LLC (security freeze)
P.O. Box 105788
Atlanta, GA 30348-5069

**Experian**
www.experian.com/help/
888-EXPERIAN (888-397-3742)

**Transunion**
~~https://www.transunion.com/credit-help~~www.transunion.com/credit-help
888-909-8872

Transunion Fraud Victim Assistance (fraud alert)
P.O. Box 2000
Chester, PA 19016

Transunion (security freeze)
P.O. Box 160
Woodlyn, PA 19094

Sincerely,

Superintendent

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**District Type:**
[X] School District
[ ] Joint Agreement

**Accounting Basis:**
[ ] Cash
[X] Accrual

**ILLINOIS STATE BOARD OF EDUCATION**
School Business Services Division

## SCHOOL DISTRICT/JOINT AGREEMENT BUDGET FORM *
## July 1, 2025 - June 30, 2026

Balanced budget; no Deficit Reduction Plan is required.

***Is this an amended budget?*** No

***Date of Amended Budget:*** _____ *(MM/DD/YY)*

***District Name:*** **Rock Island SD 41**

***District RCDT No:*** **49081041025**

***If your FY2025 AFR states that you need to do a deficit reduction plan and your FY2026 budget is balanced, please state the measures you took to have your budget become balanced. (Bckgrnd-Assumpt 25-26)***

*Budget of* Rock Island SD 41, *County of* Rock Island,
*State of Illinois, for the Fiscal Year beginning* July 1, 2025 *and ending* June 30, 2026.

*WHEREAS the Board of Education of* Rock Island SD 41,
*County of* Rock Island, *State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;*

*AND WHEREAS a public hearing was held as to such budget on the* _____ *day of* _____, *20* _____,
*notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;*

*NOW, THEREFORE, Be it resolved by the Board of Education of said district as follows:*

*Section 1: That the fiscal year of this school district be and the same hereby is fixed and declared to be beginning* July 1, 2025 *and ending* June 30, 2026.

*Section 2: That the following budget containing an estimate of amounts available in each Fund, separately, and expenditures from each be and the same is hereby adopted as the budget of this school district for said fiscal year.*

***ADOPTION OF BUDGET***

*The budget shall be approved and signed below by members of the School Board. Adopted this* 23 *day of* September, *20* 25
*by a roll call vote of* _____ *Yeas, and* _____ *Nays, to wit:*

| ** MEMBERS VOTING YEA: | ** MEMBERS VOTING NAY: |
|---|---|
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* Based on the 23 Illinois Administrative Code-Part 100 and inconformity with Section 17-1 of the School Code.

** Type in the members who voted "YEA" nor "NAY". Actual school board member signatures are not required for electronic submission.

(1) A certified copy of this document must be filed with the county clerk within 30 days of adoption as required by Section 18-50 of the Property Tax Code (35 ILCS 200/18-50).

(2) Districts are required to submit the adopted/amended budget electronically to ISBE within 30 days of adoption or by October 30, whichever comes first. Budgets are submitted through IWAS: https://apps.isbe.net/iwas/asp/login.asp?js=true

**Please type the member signatures before submitting to ISBE. We do not accept PDF copies.**

| | A | B | C | D | E | F | G | H | I | J | K | L |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | *Begin entering data on EstRev 6-11 and EstExp 12-20 tabs.* | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) | |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety | |
| 3 | ESTIMATED BEGINNING FUND BALANCE (without Student Activity Funds)1 as of July 1, 2025 | | 35,939,525 | 7,063,900 | 534,161 | 2,548,207 | 2,233,432 | 69,823,000 | 1,486,495 | 858,123 | 177,403 | |
| 4 | RECEIPTS/REVENUES (without Student Activity Funds) | | | | | | | | | | | |
| 5 | LOCAL SOURCES | 1000 | 36,108,990 | 6,445,555 | 7,162,165 | 1,303,335 | 2,494,465 | 2,774,320 | 647,155 | 1,700,785 | 5,960 | |
| 6 | FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT | 2000 | 0 | 0 | | 0 | 0 | | | | | |
| 7 | STATE SOURCES | 3000 | 38,204,545 | 1,877,200 | 0 | 691,205 | 0 | 52,000 | 0 | 0 | 0 | |
| 8 | FEDERAL SOURCES | 4000 | 14,767,790 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 9 | Total Direct Receipts/Revenues [8] | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 | |
| 10 | Receipts/Revenues for "On Behalf" Payments [2] | 3998 | | | | | | | | | | |
| 11 | Total Receipts/Revenues | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 | |
| 12 | DISBURSEMENTS/EXPENDITURES (without Student Activity Funds) | | | | | | | | | | | |
| 13 | INSTRUCTION | 1000 | 55,887,460 | | | | 1,060,125 | | | 0 | | |
| 14 | SUPPORT SERVICES | 2000 | 25,428,335 | 9,155,020 | | 1,994,540 | 1,429,115 | 24,750,000 | | 1,700,785 | 0 | |
| 15 | COMMUNITY SERVICES | 3000 | 5,026,450 | 0 | | 0 | 5,225 | | | 0 | | |
| 16 | PAYMENTS TO OTHER DISTRICTS & GOVT UNITS | 4000 | 2,220,105 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 17 | DEBT SERVICES | 5000 | 0 | 0 | 6,080,935 | 0 | 0 | | | 0 | 0 | |
| 18 | PROVISION FOR CONTINGENCIES | 6000 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 19 | Total Direct Disbursements/Expenditures [9] | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | | 1,700,785 | 0 | |
| 20 | Disbursements/Expenditures for "On Behalf" Payments [2] | 4180 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 21 | Total Disbursements/Expenditures | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | | 1,700,785 | 0 | |
| 22 | Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures | | 518,975 | (832,265) | 1,081,230 | 0 | 0 | (21,923,680) | 647,155 | 0 | 5,960 | |
| 23 | OTHER SOURCES/USES OF FUNDS | | | | | | | | | | | |
| 24 | OTHER SOURCES OF FUNDS (7000) | | | | | | | | | | | |
| 25 | PERMANENT TRANSFER FROM VARIOUS FUNDS | | | | | | | | | | | |
| 26 | Abolishment of the Working Cash Fund [16] | 7110 | | | | | | | | | | |
| 27 | Abatement of the Working Cash Fund [16] | 7110 | | | | | | | | | | |
| 28 | Transfer of Working Cash Fund Interest | 7120 | | | | | | | | | | |
| 29 | Transfer Among Funds | 7130 | | | | | | | | | | |
| 30 | Transfer of Interest | 7140 | | | | | | | | | | |
| 31 | Transfer from Capital Projects Fund to O&M Fund | 7150 | | 0 | | | | | | | | |
| 32 | Transfer of Excess Fire Prev & Safety Tax & Interest [3] Proceeds to O&M Fund | 7160 | | 0 | | | | | | | | |
| 33 | Transfer of Excess Accumulated Fire Prev & Safety Bond and Int [3a] Proceeds to Debt Service Fund | 7170 | | | 0 | | | | | | | |
| 34 | SALE OF BONDS (7200) | | | | | | | | | | | |
| 35 | Principal on Bonds Sold [4] | 7210 | | | | | | | | | | |
| 36 | Premium on Bonds Sold | 7220 | | | | | | | | | | |
| 37 | Accrued Interest on Bonds Sold | 7230 | | | | | | | | | | |
| 38 | Sale or Compensation for Fixed Assets [5] | 7300 | | | | | | | | | | |
| 39 | Transfer to Debt Service to Pay Principal on Leases | 7400 | | | 0 | | | | | | | |
| 40 | Transfer to Debt Service to Pay Interest on Leases | 7500 | | | 0 | | | | | | | |
| 41 | Transfer to Debt Service Fund to Pay Principal on Revenue Bonds | 7600 | | | 0 | | | | | | | |
| 42 | Transfer to Debt Service Fund to Pay Interest on Revenue Bonds | 7700 | | | 0 | | | | | | | |
| 43 | Transfer to Capital Projects Fund | 7800 | | | | | | 0 | | | | |
| 44 | ISBE Loan Proceeds | 7900 | | | | | | | | | | |
| 45 | Other Sources Not Classified Elsewhere | 7990 | | | | | | | | | | |
| 46 | Total Other Sources of Funds [8] | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

590

| | A | B | C | D | E | F | G | H | I | J | K | L |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | *Begin entering data on EstRev 6-11 and EstExp 12-20 tabs.* | | (10) Educational | (20) Operations & Maintenance | (30) Debt Service | (40) Transportation | (50) Municipal Retirement/ Social Security | (60) Capital Projects | (70) Working Cash | (80) Tort | (90) Fire Prevention & Safety | |
| 2 | Description: Enter Whole Numbers Only | Acct # | | | | | | | | | | |
| 47 | **OTHER USES OF FUNDS (8000)** | | | | | | | | | | | |
| 49 | **TRANSFER TO VARIOUS OTHER FUNDS (8100)** | | | | | | | | | | | |
| 50 | Abolishment or Abatement of the Working Cash Fund [16] | 8110 | | | | | | | 0 | | | |
| 51 | Transfer of Working Cash Fund Interest | 8120 | | | | | | | 0 | | | |
| 52 | Transfer Among Funds | 8130 | | | | | | | | | | |
| 53 | Transfer of Interest [6] | 8140 | | | | | | | | | | |
| 54 | Transfer from Capital Projects Fund to O&M Fund | 8150 | | | | | | | | | | |
| 55 | Transfer of Excess Fire Prev & Safety Tax & Interest [3] Proceeds to O&M Fund | 8160 | | | | | | | | | | |
| 56 | Transfer of Excess Accumulated Fire Prev & Safety Bond [3a] and Int Proceeds to Debt Service Fund | 8170 | | | | | | | | | | |
| 57 | Taxes Pledged to Pay Principal on Leases | 8410 | | | | | | | | | | |
| 58 | Grants/Reimbursements Pledged to Pay Principal on Leases | 8420 | | | | | | | | | | |
| 59 | Other Revenues Pledged to Pay Principal on Leases | 8430 | | | | | | | | | | |
| 60 | Fund Balance Transfers Pledged to Pay Principal on Leases | 8440 | | | | | | | | | | |
| 61 | Taxes Pledged to Pay Interest on Leases | 8510 | | | | | | | | | | |
| 62 | Grants/Reimbursements Pledged to Pay Interest on Leases | 8520 | | | | | | | | | | |
| 63 | Other Revenues Pledged to Pay Interest on Leases | 8530 | | | | | | | | | | |
| 64 | Fund Balance Transfers Pledged to Pay Interest on Leases | 8540 | | | | | | | | | | |
| 65 | Taxes Pledged to Pay Principal on Revenue Bonds | 8610 | | | | | | | | | | |
| 66 | Grants/Reimbursements Pledged to Pay Principal on Revenue Bonds | 8620 | | | | | | | | | | |
| 67 | Other Revenues Pledged to Pay Principal on Revenue Bonds | 8630 | | | | | | | | | | |
| 68 | Fund Balance Transfers Pledged to Pay Principal on Revenue Bonds | 8640 | | | | | | | | | | |
| 69 | Taxes Pledged to Pay Interest on Revenue Bonds | 8710 | | | | | | | | | | |
| 70 | Grants/Reimbursements Pledged to Pay Interest on Revenue Bonds | 8720 | | | | | | | | | | |
| 71 | Other Revenues Pledged to Pay Interest on Revenue Bonds | 8730 | | | | | | | | | | |
| 72 | Fund Balance Transfers Pledged to Pay Interest on Revenue Bonds | 8740 | | | | | | | | | | |
| 73 | Taxes Transferred to Pay for Capital Projects | 8810 | | | | | | | | | | |
| 74 | Grants/Reimbursements Pledged to Pay for Capital Projects | 8820 | | | | | | | | | | |
| 75 | Other Revenues Pledged to Pay for Capital Projects | 8830 | | | | | | | | | | |
| 76 | Fund Balance Transfers Pledged to Pay for Capital Projects | 8840 | | | | | | | | | | |
| 77 | Transfer to Debt Service Fund to Pay Principal on ISBE Loans | 8910 | | | | | | | | | | |
| 78 | Other Uses Not Classified Elsewhere | 8990 | | | | | | | | | | |
| 79 | **Total Other Uses of Funds** [9] | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 80 | **Total Other Sources/Uses of Fund** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 81 | **ESTIMATED ENDING FUND BALANCE (without Student Activity Funds) as of June 30, 2026** | | 36,458,500 | 6,231,635 | 1,615,391 | 2,548,207 | 2,233,432 | 47,899,320 | 2,133,650 | 858,123 | 183,363 | |
| 82 | | | | | | | | | | | | |
| 83 | **Student Activity (Fund 11) ESTIMATED BEGINNING FUND BALANCE as of July 1, 2025** | | 516,334 | | | | | | | | | |
| 84 | **RECEIPTS/REVENUES (For Student Activity Funds)** | | | | | | | | | | | |
| 85 | **Total Student Activity Direct Receipts/Revenues (Local Sources)** | 1799 | 0 | | | | | | | | | |
| 86 | **DISBURSEMENTS/EXPENDITURES (For Student Activity Funds)** | | | | | | | | | | | |
| 87 | **Total Student Activity Direct Disbursements/Expenditures** | 1999 | 0 | | | | | | | | | |
| 88 | **Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures** | | 0 | | | | | | | | | |
| 89 | **Student Activity ESTIMATED ENDING FUND BALANCE as of June 30, 2026** | | 516,334 | | | | | | | | | |
| 90 | | | | | | | | | | | | |

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| | A | B | C | D | E | F | G | H | I | J | K | L |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | *Begin entering data on EstRev 6-11 and EstExp 12-20 tabs.* | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) | |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety | |
| 91 | **Total ESTIMATED BEGINNING FUND BALANCE (All Sources Including Student Activity Funds) as of July 1, 2025** | | 36,455,859 | 7,063,900 | 534,161 | 2,548,207 | 2,233,432 | 69,823,000 | 1,486,495 | 858,123 | 177,403 | |
| 92 | **RECEIPTS/REVENUES (All Sources with Student Activity Funds)** | | | | | | | | | | | |
| 93 | **LOCAL SOURCES** | **1000** | 36,108,990 | 6,445,555 | 7,162,165 | 1,303,335 | 2,494,465 | 2,774,320 | 647,155 | 1,700,785 | 5,960 | |
| 94 | **FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT** | **2000** | 0 | 0 | | 0 | 0 | | | | | |
| 95 | **STATE SOURCES** | **3000** | 38,204,545 | 1,877,200 | 0 | 691,205 | 0 | 52,000 | 0 | 0 | 0 | |
| 96 | **FEDERAL SOURCES** | **4000** | 14,767,790 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 97 | **Total Direct Receipts/Revenues** [8] | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 | |
| 98 | Receipts/Revenues for "On Behalf" Payments [2] | 3998 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 99 | **Total Receipts/Revenues** | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 | |
| 100 | **DISBURSEMENTS/EXPENDITURES (All Sources with Student Activity Funds)** | | | | | | | | | | | |
| 101 | **INSTRUCTION** | **1000** | 55,887,460 | | | | 1,060,125 | | | 0 | | |
| 102 | **SUPPORT SERVICES** | **2000** | 25,428,335 | 9,155,020 | | 1,994,540 | 1,429,115 | 24,750,000 | | 1,700,785 | 0 | |
| 103 | **COMMUNITY SERVICES** | **3000** | 5,026,450 | 0 | | 0 | 5,225 | | | 0 | | |
| 104 | **PAYMENTS TO OTHER DISTRICTS & GOVT UNITS** | **4000** | 2,220,105 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 105 | **DEBT SERVICES** | **5000** | 0 | 0 | 6,080,935 | 0 | 0 | | | 0 | 0 | |
| 106 | **PROVISION FOR CONTINGENCIES** | **6000** | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 107 | **Total Direct Disbursements/Expenditures** [9] | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | | 1,700,785 | 0 | |
| 108 | Disbursements/Expenditures for "On Behalf" Payments [2] | 4180 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | |
| 109 | **Total Disbursements/Expenditures** | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | | 1,700,785 | 0 | |
| 110 | **Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures** | | 518,975 | (832,265) | 1,081,230 | 0 | 0 | (21,923,680) | 647,155 | 0 | 5,960 | |
| 111 | **OTHER SOURCES/USES OF FUNDS** | | | | | | | | | | | |
| 112 | **OTHER SOURCES OF FUNDS (7000)** | | | | | | | | | | | |
| 113 | **Total Other Sources of Funds** [8] | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 114 | **OTHER USES OF FUNDS (8000)** | | | | | | | | | | | |
| 116 | **Total Other Uses of Funds** [9] | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 117 | **Total Other Sources/Uses of Fund** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 118 | **ESTIMATED ENDING FUND BALANCE (All Sources with Student Activity Funds) as of June 30, 2026** | | 36,974,834 | 6,231,635 | 1,615,391 | 2,548,207 | 2,233,432 | 47,899,320 | 2,133,650 | 858,123 | 183,363 | |
| 119 | | | | | | | | | | | | |
| 120 | **SUMMARY OF EXPENDITURES Without Student Activity Funds (by Major Object)** | | | | | | | | | | | |
| 121 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) | |
| 122 | **Description** | **Acct #** | **Educational** | **Operations & Maintenance** | **Debt Service** | **Transportation** | **Municipal Retirement/ Social Security** | **Capital Projects** | **Working Cash** | **Tort** | **Fire Prevention & Safety** | **Total By Object** |
| 123 | **Object Name** | | | | | | | | | | | 592 |
| 124 | Salaries | 100 | 61,515,800 | 3,049,705 | | 0 | | 24,750,000 | | 0 | 0 | 89,315,505 |
| 125 | Employee Benefits | 200 | 14,420,965 | 593,080 | | 0 | 2,494,465 | 0 | | 0 | 0 | 17,508,510 |
| 126 | Purchased Services | 300 | 5,969,975 | 2,204,960 | 2,035 | 1,994,540 | | 0 | | 1,642,350 | 0 | 11,813,860 |
| 127 | Supplies & Materials | 400 | 4,558,720 | 1,391,670 | | 0 | | 0 | | 0 | 0 | 5,950,390 |
| 128 | Capital Outlay | 500 | 74,140 | 684,710 | | 0 | | 0 | | 0 | 0 | 758,850 |
| 129 | Other Objects | 600 | 1,737,700 | 0 | 6,078,900 | 0 | 0 | 0 | | 58,435 | 0 | 7,875,035 |
| 130 | Non-Capitalized Equipment | 700 | 285,050 | 1,230,895 | | 0 | | 0 | | 0 | 0 | 1,515,945 |
| 131 | Termination Benefits | 800 | 0 | 0 | | 0 | | | | 0 | | 0 |
| 132 | **Total Expenditures** | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | | 1,700,785 | 0 | 134,738,095 |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety |
| 3 | **BEGINNING CASH BALANCE ON HAND (without Student Activity Funds)7 as of July 1, 2025** | | 35,939,525 | 7,063,900 | 534,161 | 2,548,207 | 2,233,432 | 69,823,000 | 1,486,495 | 858,123 | 177,403 |
| 4 | **Total Direct Receipts & Other Sources** [8] | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 |
| 5 | **OTHER RECEIPTS** | | | | | | | | | | |
| 6 | Interfund Loans Payable (Loans from Other Funds) | 411 | | | | | | | | | |
| 7 | Interfund Loans Receivable (Repayment of Loans) | 141 | | | | | | | | | |
| 8 | Notes and Warrants Payable | 433 | | | | | | | | | |
| 9 | Other Current Assets | 199 | | | | | | | | | |
| 10 | **Total Other Receipts** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11 | **Total Direct Receipts, Other Sources, & Other Receipts** | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 |
| 12 | **Total Amount Available** | | 125,020,850 | 15,386,655 | 7,696,326 | 4,542,747 | 4,727,897 | 72,649,320 | 2,133,650 | 2,558,908 | 183,363 |
| 13 | **Total Direct Disbursements & Other Uses** [9] | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | 0 | 1,700,785 | 0 |
| 14 | **OTHER DISBURSEMENTS** | | | | | | | | | | |
| 15 | Interfund Loans Receivable (Loans to Other Funds) [10] | 141 | | | | | | | | | |
| 16 | Interfund Loans Payable (Repayment of Loans) | 411 | | | | | | | | | |
| 17 | Notes and Warrants Payable | 433 | | | | | | | | | |
| 18 | Other Current Liabilities | 499 | | | | | | | | | |
| 19 | **Total Other Disbursements** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 20 | **Total Direct Disbursements, Other Uses, & Other Disbursements** | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | 0 | 1,700,785 | 0 |
| 21 | **ENDING CASH BALANCE ON HAND (without Student Activity Funds) as of June 30, 2026** | | 36,458,500 | 6,231,635 | 1,615,391 | 2,548,207 | 2,233,432 | 47,899,320 | 2,133,650 | 858,123 | 183,363 |
| 22 | | | | | | | | | | | |
| 23 | **Activity Funds BEGINNING CASH BALANCE ON HAND7 as of July 1, 2025** | | 516,334 | | | | | | | | |
| 24 | **Total Direct Receipts & Other Sources** [8] | | 0 | | | | | | | | |
| 25 | **Total Amount Available** | | 516,334 | | | | | | | | |
| 26 | **Total Direct Disbursements & Other Uses** [9] | | 0 | | | | | | | | |
| 27 | **Activity funds ENDING CASH BALANCE ON HAND7 as of June 30, 2026** | | 516,334 | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | **Total BEGINNING CASH BALANCE ON HAND (with Student Activity Funds)7 as of July 1, 2025** | | 36,455,859 | 7,063,900 | 534,161 | 2,548,207 | 2,233,432 | 69,823,000 | 1,486,495 | 858,123 | 177,403 |
| 30 | **Total Direct Receipts & Other Sources** [8] | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 |
| 31 | **Total Other Receipts** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 32 | **Total Direct Receipts, Other Sources, & Other Receipts** | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 |
| 33 | **Total Amount Available** | | 125,537,184 | 15,386,655 | 7,696,326 | 4,542,747 | 4,727,897 | 72,649,320 | 2,133,650 | 2,558,908 | 183,363 |
| 34 | **Total Direct Disbursements & Other Uses** [9] | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | 0 | 1,700,785 | 0 |
| 35 | **Total Other Disbursements** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 36 | **Total Direct Disbursements, Other Uses, & Other Disbursements** | | 88,562,350 | 9,155,020 | 6,080,935 | 1,994,540 | 2,494,465 | 24,750,000 | 0 | 1,700,785 | 0 |
| 37 | **Total ENDING CASH BALANCE ON HAND (with Student Activity Funds)7 as of June 30, 2026** | | 36,974,834 | 6,231,635 | 1,615,391 | 2,548,207 | 2,233,432 | 47,899,320 | 2,133,650 | 858,123 | 183,363 |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety |
| 3 | **RECEIPTS/REVENUES FROM LOCAL SOURCES (1000)** | | | | | | | | | | |
| 4 | **AD VALOREM TAXES LEVIED BY LOCAL EDUCATION AGENCY** | **1100** | | | | | | | | | |
| 5 | Designated Purposes Levies [11] (1110-1120) | - | 27,135,285 | 6,088,650 | 4,412,015 | 1,140,245 | 2,315,465 | | 405,910 | 1,631,370 | |
| 6 | Leasing Purposes Levy [12] | 1130 | | | | | | | | | |
| 7 | Special Education Purposes Levy | 1140 | | | | | | | | | |
| 8 | FICA and Medicare Only Levies | 1150 | | | | | | | | | |
| 9 | Area Vocational Construction Purposes Levy | 1160 | | | | | | | | | |
| 10 | Summer School Purposes Levy | 1170 | | | | | | | | | |
| 11 | Other Tax Levies *(Describe & Itemize)* | 1190 | | | | | | | | | |
| 12 | **Total Ad Valorem Taxes Levied by District** | | 27,135,285 | 6,088,650 | 4,412,015 | 1,140,245 | 2,315,465 | 0 | 405,910 | 1,631,370 | 0 |
| 13 | **PAYMENTS IN LIEU OF TAXES** | **1200** | | | | | | | | | |
| 14 | Mobile Home Privilege Tax | 1210 | | | | | | | | | |
| 15 | Payments from Local Housing Authority | 1220 | | | | | | | | | |
| 16 | Corporate Personal Property Replacement Taxes[13] | 1230 | 5,825,000 | | | | 75,000 | | | | |
| 17 | Other Payments in Lieu of Taxes *(Describe & Itemize)* | 1290 | | | | | | | | | |
| 18 | **Total Payments in Lieu of Taxes** | | 5,825,000 | 0 | 0 | 0 | 75,000 | 0 | 0 | 0 | 0 |
| 19 | **TUITION** | **1300** | | | | | | | | | |
| 20 | Regular Tuition from Pupils or Parents (In State) | 1311 | | | | | | | | | |
| 21 | Regular Tuition from Other Districts (In State) | 1312 | | | | | | | | | |
| 22 | Regular Tuition from Other Sources (In State) | 1313 | | | | | | | | | |
| 23 | Regular Tuition from Other Sources (Out of State) | 1314 | | | | | | | | | |
| 24 | Summer School Tuition from Pupils or Parents (In State) | 1321 | | | | | | | | | |
| 25 | Summer School Tuition from Other Districts (In State) | 1322 | | | | | | | | | |
| 26 | Summer School Tuition from Other Sources (In State) | 1323 | | | | | | | | | |
| 27 | Summer School Tuition from Other Sources (Out of State) | 1324 | | | | | | | | | |
| 28 | CTE Tuition from Pupils or Parents (In State) | 1331 | | | | | | | | | |
| 29 | CTE Tuition from Other Districts (In State) | 1332 | | | | | | | | | |
| 30 | CTE Tuition from Other Sources (In State) | 1333 | | | | | | | | | |
| 31 | CTE Tuition from Other Sources (Out of State) | 1334 | | | | | | | | | |
| 32 | Special Education Tuition from Pupils or Parents (In State) | 1341 | | | | | | | | | |
| 33 | Special Education Tuition from Other Districts (In State) | 1342 | | | | | | | | | |
| 34 | Special Education Tuition from Other Sources (In State) | 1343 | | | | | | | | | |
| 35 | Special Education Tuition from Other Sources (Out of State) | 1344 | | | | | | | | | |
| 36 | Adult Tuition from Pupils or Parents (In State) | 1351 | | | | | | | | | |
| 37 | Adult Tuition from Other Districts (In State) | 1352 | | | | | | | | | |
| 38 | Adult Tuition from Other Sources (In State) | 1353 | | | | | | | | | |
| 39 | Adult Tuition from Other Sources (Out of State) | 1354 | | | | | | | | | |
| 40 | **Total Tuition** | | 0 | | | | | | | | |
| 41 | **TRANSPORTATION FEES** | **1400** | | | | | | | | | |
| 42 | Regular Transportation Fees from Pupils or Parents (In State) | 1411 | | | | | | | | | |
| 43 | Regular Transportation Fees from Other Districts (In State) | 1412 | | | | | | | | | |
| 44 | Regular Transportation Fees from Other Sources (In State) | 1413 | | | | | | | | | |
| 45 | Regular Transportation Fees from Co-curricular Activities (In State) | 1415 | | | | | | | | | |
| 46 | Regular Transportation Fees from Other Sources (Out of State) | 1416 | | | | | | | | | |
| 47 | Summer School Transportation Fees from Pupils or Parents (In State) | 1421 | | | | | | | | | |
| 48 | Summer School Transportation Fees from Other Districts (In State) | 1422 | | | | | | | | | |
| 49 | Summer School Transportation Fees from Other Sources (In State) | 1423 | | | | | | | | | |
| 50 | Summer School Transportation Fees from Other Sources (Out of State) | 1424 | | | | | | | | | |
| 51 | CTE Transportation Fees from Pupils or Parents (In State) | 1431 | | | | | | | | | |
| 52 | CTE Transportation Fees from Other Districts (In State) | 1432 | | | | | | | | | |
| 53 | CTE Transportation Fees from Other Sources (In State) | 1433 | | | | | | | | | |
| 54 | CTE Transportation Fees from Other Sources (Out of State) | 1434 | | | | | | | | | |
| 55 | Special Education Transportation Fees from Pupils or Parents (In State) | 1441 | | | | | | | | | |
| 56 | Special Education Transportation Fees from Other Districts (In State) | 1442 | | | | | | | | | |
| 57 | Special Education Transportation Fees from Other Sources (In State) | 1443 | | | | | | | | | |
| 58 | Special Education Transportation Fees from Other Sources (Out of State) | 1444 | | | | | | | | | |

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| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | **Description: Enter Whole Numbers Only** | **Acct #** | **Educational** | **Operations & Maintenance** | **Debt Service** | **Transportation** | **Municipal Retirement/ Social Security** | **Capital Projects** | **Working Cash** | **Tort** | **Fire Prevention & Safety** |
| 59 | Adult Transportation Fees from Pupils or Parents (In State) | 1451 | | | | | | | | | |
| 60 | Adult Transportation Fees from Other Districts (In State) | 1452 | | | | | | | | | |
| 61 | Adult Transportation Fees from Other Sources (In State) | 1453 | | | | | | | | | |
| 62 | Adult Transportation Fees from Other Sources (Out of State) | 1454 | | | | | | | | | |
| 63 | **Total Transportation Fees** | | | | | 0 | | | | | |
| 64 | **EARNINGS ON INVESTMENTS** | **1500** | | | | | | | | | |
| 65 | Interest on Investments | 1510 | 1,456,000 | 327,470 | 74,110 | 163,090 | 104,000 | 929,380 | 241,245 | 69,415 | 5,960 |
| 66 | Gain or Loss on Sale of Investments | 1520 | | | | | | | | | |
| 67 | Unrealized Gain or Loss on Investments | 1530 | | | | | | | | | |
| 68 | **Total Earnings on Investments** | | 1,456,000 | 327,470 | 74,110 | 163,090 | 104,000 | 929,380 | 241,245 | 69,415 | 5,960 |
| 69 | **FOOD SERVICE** | **1600** | | | | | | | | | |
| 70 | Sales to Pupils - Lunch | 1611 | 82,300 | | | | | | | | |
| 71 | Sales to Pupils - Breakfast | 1612 | | | | | | | | | |
| 72 | Sales to Pupils - A la Carte | 1613 | | | | | | | | | |
| 73 | Sales to Pupils - Other *(Describe & Itemize)* | 1614 | | | | | | | | | |
| 74 | Sales to Adults | 1620 | | | | | | | | | |
| 75 | Other Food Service *(Describe & Itemize)* | 1690 | | | | | | | | | |
| 76 | **Total Food Service** | | 82,300 | | | | | | | | |
| 77 | **DISTRICT/SCHOOL ACTIVITY INCOME** | **1700** | | | | | | | | | |
| 78 | Admissions - Athletic | 1711 | 68,640 | | | | | | | | |
| 79 | Admissions - Other | 1719 | | | | | | | | | |
| 80 | Fees | 1720 | 3,400 | | | | | | | | |
| 81 | Book Store Sales | 1730 | | | | | | | | | |
| 82 | Other District/School Activity Revenue *(Describe & Itemize)* | 1790 | | | | | | | | | |
| 83 | Student Activity Fund Revenues | 1799 | | | | | | | | | |
| 84 | **Total District/School Activity Income (without Student Activity Funds 1799)** | | 72,040 | 0 | | | | | | | |
| 85 | **Total District/School Activity Income (with Student Activity Funds 1799)** | | 72,040 | | | | | | | | |
| 86 | **TEXTBOOK INCOME** | **1800** | | | | | | | | | |
| 87 | Textbook Rentals - Regular Textbooks | 1811 | 56,000 | | | | | | | | |
| 88 | Textbook Rentals - Summer School Textbooks | 1812 | | | | | | | | | |
| 89 | Textbook Rentals - Adult/Continuing Education Textbooks | 1813 | | | | | | | | | |
| 90 | Textbook Rentals - Other *(Describe & Itemize)* | 1819 | | | | | | | | | |
| 91 | Textbook Sales - Regular Textbooks | 1821 | | | | | | | | | |
| 92 | Textbook Sales - Summer School | 1822 | | | | | | | | | |
| 93 | Textbook Sales - Adult/Continuing Education | 1823 | | | | | | | | | |
| 94 | Textbook Sales - Other *(Describe & Itemize)* | 1829 | | | | | | | | | |
| 95 | Other Textbook Income *(Describe & Itemize)* | 1890 | | | | | | | | | |
| 96 | **Total Textbooks** | | 56,000 | | | | | | | | 595 |
| 97 | **OTHER REVENUE FROM LOCAL SOURCES** | **1900** | | | | | | | | | |
| 98 | Rentals | 1910 | 260,320 | 125 | | | | | | | |
| 99 | Contributions and Donations from Private Sources | 1920 | 8,280 | | | | | | | | |
| 100 | Impact Fees from Municipal or County Governments | 1930 | | | | | | | | | |
| 101 | Services Provided Other Districts | 1940 | | | | | | | | | |
| 102 | Refund of Prior Years' Expenditures | 1950 | | | | | | | | | |
| 103 | Payments of Surplus Moneys from TIF Districts | 1960 | | | | | | | | | |
| 104 | Drivers' Education Fees | 1970 | | | | | | | | | |
| 105 | Proceeds from Vendors' Contracts | 1980 | | | | | | | | | |
| 106 | School Facility Occupation Tax Proceeds | 1983 | | | 2,676,040 | | | 1,844,940 | | | |
| 107 | Payment from Other Districts | 1991 | | | | | | | | | |
| 108 | Sale of Vocational Projects | 1992 | | | | | | | | | |
| 109 | Other Local Fees *(Describe & Itemize)* | 1993 | | | | | | | | | |
| 110 | Other Local Revenues *(Describe & Itemize)* | 1999 | 1,213,765 | 29,310 | | | | | | | |
| 111 | **Total Other Revenue from Local Sources** | | 1,482,365 | 29,435 | 2,676,040 | 0 | 0 | 1,844,940 | 0 | 0 | 0 |
| 112 | **Total Receipts/Revenues from Local Sources (without Student Activity Funds 1799)** | **1000** | 36,108,990 | 6,445,555 | 7,162,165 | 1,303,335 | 2,494,465 | 2,774,320 | 647,155 | 1,700,785 | 5,960 |
| 113 | **Total Receipts/Revenues from Local Sources (with Student Activity Funds 1799)** | | 36,108,990 | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety |
| 114 | **FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT (2000)** | | | | | | | | | | |
| 115 | Flow-Through Revenue from State Sources | 2100 | | | | | | | | | |
| 116 | Flow-Through Revenue from Federal Sources | 2200 | | | | | | | | | |
| 117 | Other Flow-Through Revenue *(Describe & Itemize)* | 2300 | | | | | | | | | |
| 118 | **Total Flow-Through Receipts/Revenues From One District to Another District** | **2000** | 0 | 0 | | 0 | 0 | | | | |
| 119 | **RECEIPTS/REVENUES FROM STATE SOURCES (3000)** | | | | | | | | | | |
| 120 | **UNRESTRICTED GRANTS-IN-AID (3001-3099)** | | | | | | | | | | |
| 121 | Evidence Based Funding Formula (Section 18-8.15) | 3001 | 37,205,940 | 1,877,200 | | | | | | | |
| 122 | Reorganization Incentives (Accounts 3005-3021) | 3005 | | | | | | | | | |
| 123 | Other Unrestricted Grants-In-Aid From State Sources *(Describe & Itemize)* | 3099 | | | | | | | | | |
| 124 | **Total Unrestricted Grants-In-Aid** | | 37,205,940 | 1,877,200 | 0 | 0 | 0 | 0 | | 0 | 0 |
| 125 | **RESTRICTED GRANTS-IN-AID (3100-3900)** | | | | | | | | | | |
| 126 | **SPECIAL EDUCATION** | | | | | | | | | | |
| 127 | Special Education - Private/Public Facility Tuition | 3100 | 30,000 | | | | | | | | |
| 128 | Special Education - Orphanage - Individual | 3120 | 191,000 | | | | | | | | |
| 129 | Special Education - Orphanage - Summer Individual | 3130 | | | | | | | | | |
| 130 | Special Education - Other *(Describe & Itemize)* | 3199 | | | | | | | | | |
| 131 | **Total Special Education** | | 221,000 | 0 | | 0 | | | | | |
| 132 | **CAREER AND TECHNICAL EDUCATION (CTE)** | | | | | | | | | | |
| 133 | CTE - Technical Education - Tech Prep | 3200 | 90,000 | | | | | | | | |
| 134 | CTE - Secondary Program Improvement (CTEI) | 3220 | | | | | | | | | |
| 135 | CTE - WECEP | 3225 | | | | | | | | | |
| 136 | CTE - Agriculture Education | 3235 | | | | | | | | | |
| 137 | CTE - Instructor Practicum | 3240 | | | | | | | | | |
| 138 | CTE - Student Organizations | 3270 | | | | | | | | | |
| 139 | CTE - Other *(Describe & Itemize)* | 3299 | | | | | | | | | |
| 140 | **Total Career and Technical Education** | | 90,000 | 0 | | | 0 | | | | |
| 141 | State Free Lunch & Breakfast | 3360 | 51,830 | | | | | | | | |
| 142 | School Breakfast Initiative | 3365 | | | | | | | | | |
| 143 | Driver Education | 3370 | 45,000 | | | | | | | | |
| 144 | Adult Education (from ICCB) | 3410 | | | | | | | | | |
| 145 | Adult Education - Other *(Describe & Itemize)* | 3499 | | | | | | | | | |
| 146 | **TRANSPORTATION** | | | | | | | | | | |
| 147 | Transportation - Regular and Vocational | 3500 | | | | 691,205 | | | | | |
| 148 | Transportation - Special Education | 3510 | | | | | | | | | |
| 149 | Transportation - Other *(Describe & Itemize)* | 3599 | | | | | | | | | 596 |
| 150 | **Total Transportation** | | 0 | 0 | | 691,205 | 0 | | | | |
| 151 | Learning Improvement - Change Grants | 3610 | | | | | | | | | |
| 152 | Scientific Literacy | 3660 | | | | | | | | | |
| 153 | Truant Alternative/Optional Education | 3695 | | | | | | | | | |
| 154 | Early Childhood - Block Grant | 3705 | 540,585 | | | | | | | | |
| 155 | Chicago General Education Block Grant | 3766 | | | | | | | | | |
| 156 | Chicago Educational Services Block Grant | 3767 | | | | | | | | | |
| 157 | School Safety & Educational Improvement Block Grant | 3775 | | | | | | | | | |
| 158 | Technology - Technology for Success | 3780 | | | | | | | | | |
| 159 | State Charter Schools | 3815 | | | | | | | | | |
| 160 | Extended Learning Opportunities - Summer Bridges | 3825 | | | | | | | | | |
| 161 | Infrastructure Improvements - Planning/Construction | 3920 | | | | | | | | | |
| 162 | School Infrastructure - Maintenance Projects | 3925 | | | | | | | | | |
| 163 | Other Restricted Revenue from State Sources *(Describe & Itemize)* | 3999 | 50,190 | | | | | 52,000 | | | |
| 164 | **Total Restricted Grants-In-Aid** | | 998,605 | 0 | 0 | 691,205 | 0 | 52,000 | 0 | 0 | 0 |
| 165 | **Total Receipts/Revenues from State Sources** | **3000** | 38,204,545 | 1,877,200 | 0 | 691,205 | 0 | 52,000 | 0 | 0 | 0 |
| 166 | **RECEIPTS/REVENUES FROM FEDERAL SOURCES (4000)** | | | | | | | | | | |
| 167 | **UNRESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT. (4001-4009)** | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | Description: Enter Whole Numbers Only | Acct # | Educational | Operations & Maintenance | Debt Service | Transportation | Municipal Retirement/ Social Security | Capital Projects | Working Cash | Tort | Fire Prevention & Safety |
| 168 | Federal Impact Aid | 4001 | | | | | | | | | |
| 169 | Other Unrestricted Grants-In-Aid Received from Fed. Govt. *(Describe & Itemize)* | 4009 | | | | | | | | | |
| 170 | **Total Unrestricted Grants-In-Aid Received Directly from Fed Govt** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 171 | **RESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT (4045-4090)** | | | | | | | | | | |
| 172 | Head Start | 4045 | 3,277,130 | | | | | | | | |
| 173 | Construction (Impact Aid) | 4050 | | | | | | | | | |
| 174 | MAGNET | 4060 | | | | | | | | | |
| 175 | Other Restricted Grants-In-Aid Received from Fed. Govt. *(Describe & Itemize)* | 4090 | 630,000 | | | | | | | | |
| 176 | **Total Restricted Grants-In-Aid Received Directly from Federal Govt.** | | 3,907,130 | 0 | | 0 | 0 | 0 | | | 0 |
| 177 | **RESTRICTED GRANTS-IN-AID RECEIVED FROM FEDERAL GOVT. THRU THE STATE (4100-4999)** | | | | | | | | | | |
| 178 | **TITLE V** | | | | | | | | | | |
| 179 | Title V - Flexibility and Accountability | 4100 | | | | | | | | | |
| 180 | Title V - SEA Projects | 4105 | | | | | | | | | |
| 181 | Title V - Rural Education Initiative (REI) | 4107 | | | | | | | | | |
| 182 | Title V - Other *(Describe & Itemize)* | 4199 | | | | | | | | | |
| 183 | **Total Title V** | | 0 | 0 | | 0 | 0 | | | | |
| 184 | **FOOD SERVICE** | | | | | | | | | | |
| 185 | Breakfast Start-Up Expansion | 4200 | | | | | | | | | |
| 186 | National School Lunch Program | 4210 | 3,135,000 | | | | | | | | |
| 187 | Special Milk Program | 4215 | | | | | | | | | |
| 188 | School Breakfast Program | 4220 | 975,500 | | | | | | | | |
| 189 | Summer Food Service Admin/Program | 4225 | 2,000 | | | | | | | | |
| 190 | Child and Adult Care Food Program | 4226 | | | | | | | | | |
| 191 | Fresh Fruit and Vegetables | 4240 | 87,660 | | | | | | | | |
| 192 | Food Service - Other *(Describe & Itemize)* | 4299 | | | | | | | | | |
| 193 | **Total Food Service** | | 4,200,160 | | | | 0 | | | | |
| 194 | **TITLE I** | | | | | | | | | | |
| 195 | Title I - Low Income | 4300 | 3,550,005 | | | | | | | | |
| 196 | Title I - Low Income - Neglected, Private | 4305 | | | | | | | | | |
| 197 | Title I - Migrant Education | 4340 | | | | | | | | | |
| 198 | Title I - Other *(Describe & Itemize)* | 4399 | | | | | | | | | |
| 199 | **Total Title I** | | 3,550,005 | 0 | | 0 | 0 | | | | |
| 200 | **TITLE IV** | | | | | | | | | | |
| 201 | Title IV - Student Support & Academic Enrichment Grant | 4400 | 229,925 | | | | | | | | |
| 202 | Title IV - Part A – Student Support & Academic Enrichment Grants Safe and Drug Free Schools | 4415 | | | | | | | | | 597 |
| 203 | Title IV - 21st Century | 4421 | | | | | | | | | |
| 204 | Title IV - Other *(Describe & Itemize)* | 4499 | | | | | | | | | |
| 205 | **Total Title IV** | | 229,925 | 0 | | 0 | 0 | | | | |
| 206 | **FEDERAL - SPECIAL EDUCATION** | | | | | | | | | | |
| 207 | Federal Special Education - Preschool Flow-Through | 4600 | 40,000 | | | | | | | | |
| 208 | Federal Special Education - Preschool Discretionary | 4605 | | | | | | | | | |
| 209 | Federal Special Education - IDEA Flow Through | 4620 | 1,745,570 | | | | | | | | |
| 210 | Federal Special Education - IDEA Room & Board | 4625 | 30,000 | | | | | | | | |
| 211 | Federal Special Education - IDEA Discretionary | 4630 | | | | | | | | | |
| 212 | Federal Special Education - IDEA - Other *(Describe & Itemize)* | 4699 | | | | | | | | | |
| 213 | **Total Federal Special Education** | | 1,815,570 | 0 | | 0 | 0 | | | | |
| 214 | **CTE - PERKINS** | | | | | | | | | | |
| 215 | CTE - Perkins-Title IIIE Tech Prep | 4770 | | | | | | | | | |
| 216 | CTE - Other *(Describe & Itemize)* | 4799 | | | | | | | | | |
| 217 | **Total CTE - Perkins** | | 0 | 0 | | | 0 | | | | |
| 218 | Federal - Adult Education | 4810 | | | | | | | | | |
| 219 | Qualified Zone Academy Bond Tax Credits | 4866 | | | | | | | | | |
| 220 | Qualified School Construction Bond Credits | 4867 | | | | | | | | | |
| 221 | Build America Bond Tax Credits | 4868 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (10) | (20) | (30) | (40) | (50) | (60) | (70) | (80) | (90) |
| 2 | **Description: Enter Whole Numbers Only** | **Acct #** | **Educational** | **Operations & Maintenance** | **Debt Service** | **Transportation** | **Municipal Retirement/ Social Security** | **Capital Projects** | **Working Cash** | **Tort** | **Fire Prevention & Safety** |
| 222 | Build America Bond Interest Reimbursement | 4869 | | | | | | | | | |
| 223 | **Total Stimulus Programs** | | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| 224 | Race to the Top Program | 4901 | | | | | | | | | |
| 225 | Race to the Top - Preschool Expansion Grant | 4902 | | | | | | | | | |
| 226 | Title III - Instruction for English Learners & Immigrant Students | 4905 | | | | | | | | | |
| 227 | Title III - English Language Acquistion | 4909 | | | | | | | | | |
| 228 | McKinney Education for Homeless Children | 4920 | | | | | | | | | |
| 229 | Title II - Eisenhower - Professional Development Formula | 4930 | | | | | | | | | |
| 230 | Title II - Teacher Quality | 4932 | | | | | | | | | |
| 231 | Title II - Part A – Supporting Effective Instruction – State Grants | 4935 | | | | | | | | | |
| 232 | Federal Charter Schools | 4960 | | | | | | | | | |
| 233 | State Assessment Grants | 4981 | | | | | | | | | |
| 234 | Grant for State Assessments and Related Activities | 4982 | | | | | | | | | |
| 235 | Medicaid Matching Funds - Administrative Outreach | 4991 | 220,000 | | | | | | | | |
| 236 | Medicaid Matching Funds - Fee-For-Service Program | 4992 | 845,000 | | | | | | | | |
| 237 | Other Restricted Grants Received from Fed. Govt. thru State *(Describe & Itemize)* | 4998 | | | | | | | | | |
| 238 | **Total Restricted Grants-In-Aid Received from Federal Govt. Thru the State** | | 10,860,660 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| 239 | **TOTAL RECEIPTS/REVENUES FROM FEDERAL SOURCES** | **4000** | 14,767,790 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 240 | **TOTAL DIRECT RECEIPTS/REVENUES (without Student Activity Funds 1799)** | | 89,081,325 | 8,322,755 | 7,162,165 | 1,994,540 | 2,494,465 | 2,826,320 | 647,155 | 1,700,785 | 5,960 |
| 241 | **TOTAL DIRECT RECEIPTS/REVENUES (with Student Activity Funds 1799)** | | 89,081,325 | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | **Description: Enter Whole Numbers Only** | **Funct #** | **Salaries** | **Employee Benefits** | **Purchased Services** | **Supplies & Materials** | **Capital Outlay** | **Other Objects** | **Non-Capitalized Equipment** | **Termination Benefits** | **Total** |
| 3 | **10 - EDUCATIONAL FUND (ED)** | | | | | | | | | | |
| 4 | **INSTRUCTION (ED)** | **1000** | | | | | | | | | |
| 5 | Regular Programs | 1100 | 25,380,745 | 6,198,470 | 204,470 | 922,130 | 1,520 | 950 | 85,295 | | 32,793,580 |
| 6 | Tuition Payment to Charter Schools | 1115 | | | | | | | | | 0 |
| 7 | Pre-K Programs | 1125 | 306,815 | 60,445 | 6,620 | 7,605 | | | 1,880 | | 383,365 |
| 8 | Special Education Programs (Functions 1200 - 1220) | 1200 | 9,623,025 | 2,532,005 | 378,520 | 36,910 | | | | | 12,570,460 |
| 9 | Special Education Programs Pre-K | 1225 | 802,110 | 197,770 | 2,000 | 5,415 | | | | | 1,007,295 |
| 10 | Remedial and Supplemental Programs K-12 | 1250 | 861,925 | 276,225 | 368,435 | 576,435 | | | | | 2,083,020 |
| 11 | Remedial and Supplemental Programs Pre-K | 1275 | | | | | | | | | 0 |
| 12 | Adult/Continuing Education Programs | 1300 | | | | | | | | | 0 |
| 13 | CTE Programs | 1400 | 911,275 | 237,990 | 61,825 | 23,135 | | | 1,800 | | 1,236,025 |
| 14 | Interscholastic Programs | 1500 | 1,566,570 | 136,215 | 171,385 | 328,195 | 14,775 | | 5,850 | | 2,222,990 |
| 15 | Summer School Programs | 1600 | 39,910 | 4,720 | 156,950 | | | | | | 201,580 |
| 16 | Gifted Programs | 1650 | 537,025 | 125,885 | | 1,200 | | | | | 664,110 |
| 17 | Driver's Education Programs | 1700 | | | | | | | | | 0 |
| 18 | Bilingual Programs | 1800 | 2,177,420 | 547,615 | | | | | | | 2,725,035 |
| 19 | Truant Alternative & Optional Programs | 1900 | | | | | | | | | 0 |
| 20 | Pre-K Programs - Private Tuition | 1910 | | | | | | | | | 0 |
| 21 | Regular K-12 Programs Private Tuition | 1911 | | | | | | | | | 0 |
| 22 | Special Education Programs K-12 Private Tuition | 1912 | | | | | | | | | 0 |
| 23 | Special Education Programs Pre-K Tuition | 1913 | | | | | | | | | 0 |
| 24 | Remedial/Supplemental Programs K-12 Private Tuition | 1914 | | | | | | | | | 0 |
| 25 | Remedial/Supplemental Programs Pre-K Private Tuition | 1915 | | | | | | | | | 0 |
| 26 | Adult/Continuing Education Programs Private Tuition | 1916 | | | | | | | | | 0 |
| 27 | CTE Programs Private Tuition | 1917 | | | | | | | | | 0 |
| 28 | Interscholastic Programs Private Tuition | 1918 | | | | | | | | | 0 |
| 29 | Summer School Programs Private Tuition | 1919 | | | | | | | | | 0 |
| 30 | Gifted Programs Private Tuition | 1920 | | | | | | | | | 0 |
| 31 | Bilingual Programs Private Tuition | 1921 | | | | | | | | | 0 |
| 32 | Truants Alternative/Opt Ed Programs Private Tuition | 1922 | | | | | | | | | 0 |
| 33 | Student Activity Fund Expenditures | 1999 | | | | | | | | | 0 |
| 34 | **Total Instruction[14] (Without Student Activity Funds 1999)** | **1000** | 42,206,820 | 10,317,340 | 1,350,205 | 1,901,025 | 16,295 | 950 | 94,825 | 0 | 55,887,460 |
| 35 | **Total Instruction (With Student Activity Funds 1999)** | **1000** | 42,206,820 | 10,317,340 | 1,350,205 | 1,901,025 | 16,295 | 950 | 94,825 | 0 | 55,887,460 |
| 36 | **SUPPORT SERVICES (ED)** | **2000** | | | | | | | | | |
| 37 | **Support Services - Pupil** | **2100** | | | | | | | | | |
| 38 | Attendance & Social Work Services | 2110 | 872,810 | 192,540 | | | | | | | 1,065,350 |
| 39 | Guidance Services | 2120 | 1,948,465 | 447,155 | 11,890 | | | | | | 2,407,510 |
| 40 | Health Services | 2130 | 918,110 | 186,865 | 690 | 11,575 | | | | | 1,117,240 |
| 41 | Psychological Services | 2140 | 1,305,110 | 301,055 | | | | | | | 1,606,165 |
| 42 | Speech Pathology & Audiology Services | 2150 | 1,057,510 | 265,455 | | | | | | | 1,322,965 |
| 43 | Other Support Services - Pupils *(Describe & Itemize)* | 2190 | 88,920 | 995 | 1,075 | | | | | | 90,990 |
| 44 | **Total Support Services - Pupil** | **2100** | 6,190,925 | 1,394,065 | 13,655 | 11,575 | 0 | 0 | 0 | 0 | 7,610,220 |
| 45 | **Support Services - Instructional Staff** | **2200** | | | | | | | | | |
| 46 | Improvement of Instruction Services | 2210 | 1,620,630 | 416,400 | 742,620 | 70,205 | | 19,675 | 1,200 | | 2,870,730 |
| 47 | Educational Media Services | 2220 | 320,005 | 66,780 | 28,700 | 43,705 | | | | | 459,190 |
| 48 | Assessment & Testing | 2230 | 108,765 | 22,855 | 0 | 14,100 | | | | | 145,720 |
| 49 | **Total Support Services - Instructional Staff** | **2200** | 2,049,400 | 506,035 | 771,320 | 128,010 | 0 | 19,675 | 1,200 | 0 | 3,475,640 |
| 50 | **Support Services - General Administration** | **2300** | | | | | | | | | |
| 51 | Board of Education Services | 2310 | | 16,800 | 100,245 | 10,780 | | 17,200 | | | 145,025 |
| 52 | Executive Administration Services | 2320 | 330,500 | 66,245 | 41,390 | 23,735 | | 6,500 | | | 468,370 |
| 53 | Special Area Administration Services | 2330 | 116,585 | 26,780 | | | | | | | 143,365 |
| 54 | Tort Immunity Services | 2361, 2365 | | | | | | | | | 0 |
| 55 | **Total Support Services - General Administration** | **2300** | 447,085 | 109,825 | 141,635 | 34,515 | 0 | 23,700 | 0 | 0 | 756,760 |
| 56 | **Support Services - School Administration** | **2400** | | | | | | | | | |
| 57 | Office of the Principal Services | 2410 | 3,809,555 | 810,605 | 25 | 10,730 | | 1,600 | | | 4,632,515 |
| 58 | Other Support Services - School Administration *(Describe & Itemize)* | 2490 | | | | | | | | | 0 |
| 59 | **Total Support Services - School Administration** | **2400** | 3,809,555 | 810,605 | 25 | 10,730 | 0 | 1,600 | 0 | 0 | 4,632,515 |
| 60 | **Support Services - Business** | **2500** | | | | | | | | | |
| 61 | Direction of Business Support Services | 2510 | 160,155 | 4,660 | 60 | | | | | | 164,875 |
| 62 | Fiscal Services | 2520 | 397,575 | 45,730 | 62,480 | 9,635 | | 2,500 | 2,000 | | 519,920 |

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | **Description: Enter Whole Numbers Only** | **Funct #** | **Salaries** | **Employee Benefits** | **Purchased Services** | **Supplies & Materials** | **Capital Outlay** | **Other Objects** | **Non-Capitalized Equipment** | **Termination Benefits** | **Total** |
| 63 | Operation & Maintenance of Plant Services | 2540 | 586,400 | 112,270 | 147,150 | 6,265 | | 200 | 7,500 | | 859,785 |
| 64 | Pupil Transportation Services | 2550 | | | 95,270 | | | | | | 95,270 |
| 65 | Food Services | 2560 | 1,598,360 | 247,095 | 93,440 | 2,213,425 | 57,845 | 4,375 | 37,160 | | 4,251,700 |
| 66 | Internal Services | 2570 | 5,200 | 1,215 | 6,000 | 200 | | | | | 12,615 |
| 67 | **Total Support Services - Business** | **2500** | 2,747,690 | 410,970 | 404,400 | 2,229,525 | 57,845 | 7,075 | 46,660 | 0 | 5,904,165 |
| 68 | **Support Services - Central** | **2600** | | | | | | | | | |
| 69 | Direction of Central Support Services | 2610 | | | | | | | | | 0 |
| 70 | Planning, Research, Development & Evaluation Services | 2620 | | | 80,000 | | | | | | 80,000 |
| 71 | Information Services | 2630 | 154,105 | 27,500 | 111,200 | 7,880 | | 300 | 5,540 | | 306,525 |
| 72 | Staff Services | 2640 | 599,700 | 129,065 | 341,225 | 25,240 | | 1,900 | 3,000 | | 1,100,130 |
| 73 | Data Processing Services | 2660 | 579,165 | 76,340 | 716,875 | 40,000 | | | 115,000 | | 1,527,380 |
| 74 | **Total Support Services - Central** | **2600** | 1,332,970 | 232,905 | 1,249,300 | 73,120 | 0 | 2,200 | 123,540 | 0 | 3,014,035 |
| 75 | **Other Support Services - Misc.** *(Describe & Itemize)* | **2900** | | | | 35,000 | | | | | 35,000 |
| 76 | **Total Support Services** | **2000** | 16,577,625 | 3,464,405 | 2,580,335 | 2,522,475 | 57,845 | 54,250 | 171,400 | 0 | 25,428,335 |
| 77 | **COMMUNITY SERVICES (ED)** | **3000** | 2,731,355 | 639,220 | 1,481,560 | 135,220 | | 20,270 | 18,825 | | 5,026,450 |
| 78 | **PAYMENTS TO OTHER DIST & GOVT UNITS (ED)** | **4000** | | | | | | | | | |
| 79 | **Payments to Other Dist & Govt Units (In-State)** | **4100** | | | | | | | | | |
| 80 | Payments for Regular Programs | 4110 | | | | | | | | | 0 |
| 81 | Payments for Special Education Programs | 4120 | | | 557,875 | | | | | | 557,875 |
| 82 | Payments for Adult/Continuing Education Programs | 4130 | | | | | | | | | 0 |
| 83 | Payments for CTE Programs | 4140 | | | | | | | | | 0 |
| 84 | Payments for Community College Programs | 4170 | | | | | | | | | 0 |
| 85 | Other Payments to In-State Govt Units - Programs *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 86 | **Total Payments to Other Dist & Govt Units (In-State)** | **4100** | | | 557,875 | | | 0 | | | 557,875 |
| 87 | Payments for Regular Programs - Tuition | 4210 | | | | | | | | | 0 |
| 88 | Payments for Special Education Programs - Tuition | 4220 | | | | | | 1,599,770 | | | 1,599,770 |
| 89 | Payments for Adult/Continuing Education Programs - Tuition | 4230 | | | | | | | | | 0 |
| 90 | Payments for CTE Programs - Tuition | 4240 | | | | | | 51,000 | | | 51,000 |
| 91 | Payments for Community College Programs - Tuition | 4270 | | | | | | 11,460 | | | 11,460 |
| 92 | Payments for Other Programs - Tuition | 4280 | | | | | | | | | 0 |
| 93 | Other Payments to In-State Govt Units - Tuition *(Describe & Itemize)* | 4290 | | | | | | | | | 0 |
| 94 | **Total Payments to Other Dist & Govt Units - Tuition (In State)** | **4200** | | | | | | 1,662,230 | | | 1,662,230 |
| 95 | Payments for Regular Programs - Transfers | 4310 | | | | | | | | | 0 |
| 96 | Payments for Special Education Programs - Transfers | 4320 | | | | | | | | | 0 |
| 97 | Payments for Adult/Continuing Ed Programs - Transfers | 4330 | | | | | | | | | 0 |
| 98 | Payments for CTE Programs - Transfers | 4340 | | | | | | | | | 0 |
| 99 | Payments for Community College Program - Transfers | 4370 | | | | | | | | | 0 |
| 100 | Payments for Other Programs - Transfers | 4380 | | | | | | | | | 0 |
| 101 | Other Payments to In-State Govt Units - Transfers *(Describe & Itemize)* | 4390 | | | | | | | | | 0 |
| 102 | **Total Payments to Other Dist & Govt Units-Transfers (In State)** | **4300** | | | 0 | | | 0 | | | 0 |
| 103 | Payments to Other Dist & Govt Units (Out of State) | 4400 | | | | | | | | | 0 |
| 104 | **Total Payments to Other Dist & Govt Units** | **4000** | | | 557,875 | | | 1,662,230 | | | 2,220,105 |
| 105 | **DEBT SERVICE (ED)** | **5000** | | | | | | | | | |
| 106 | **Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | | | | |
| 107 | Tax Anticipation Warrants | 5110 | | | | | | | | | 0 |
| 108 | Tax Anticipation Notes | 5120 | | | | | | | | | 0 |
| 109 | Corporate Personal Property Repl Tax Anticipated Notes | 5130 | | | | | | | | | 0 |
| 110 | State Aid Anticipation Certificates | 5140 | | | | | | | | | 0 |
| 111 | Other Interest on Short-Term Debt *(Describe & Itemize)* | 5150 | | | | | | | | | 0 |
| 112 | **Total Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | 0 | | | 0 |
| 113 | **Debt Service - Interest on Long-Term Debt** | **5200** | | | | | | | | | 0 |
| 114 | **Total Debt Service** | **5000** | | | | | | 0 | | | 0 |
| 115 | **PROVISION FOR CONTINGENCIES (ED)** | **6000** | | | | | | | | | 0 |
| 116 | **Total Direct Disbursements/Expenditures (without Student Activity Funds (1999)** | | 61,515,800 | 14,420,965 | 5,969,975 | 4,558,720 | 74,140 | 1,737,700 | 285,050 | 0 | 88,562,350 |
| 117 | **Total Direct Disbursements/Expenditures (with Student Activity Funds (1999)** | | 61,515,800 | 14,420,965 | 5,969,975 | 4,558,720 | 74,140 | 1,737,700 | 285,050 | 0 | 88,562,350 |
| 118 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (without Student Activity Funds 1999)** | | | | | | | | | | 518,975 |
| 119 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (with Student Activity Funds 1999)** | | | | | | | | | | 518,975 |
| 120 | | | | | | | | | | | |

600

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | Description: Enter Whole Numbers Only | Funct # | Salaries | Employee Benefits | Purchased Services | Supplies & Materials | Capital Outlay | Other Objects | Non-Capitalized Equipment | Termination Benefits | Total |
| 121 | **20 - OPERATIONS AND MAINTENANCE FUND (O&M)** | | | | | | | | | | |
| 122 | **SUPPORT SERVICES (O&M)** | **2000** | | | | | | | | | |
| 123 | **Support Services - Pupil** | **2100** | | | | | | | | | |
| 124 | Other Support Services - Pupils *(Describe & Itemize)* | 2190 | | | | | | | | | 0 |
| 125 | **Support Services - Business** | **2500** | | | | | | | | | |
| 126 | Direction of Business Support Services | 2510 | | | | | | | | | 0 |
| 127 | Facilities Acquisition & Construction Services | 2530 | | | | | 312,900 | | | | 312,900 |
| 128 | Operation & Maintenance of Plant Services | 2540 | 3,049,705 | 593,080 | 2,204,960 | 1,391,670 | 371,810 | | 1,230,895 | | 8,842,120 |
| 129 | Pupil Transportation Services | 2550 | | | | | | | | | 0 |
| 130 | Food Services | 2560 | | | | | | | | | 0 |
| 131 | **Total Support Services - Business** | **2500** | 3,049,705 | 593,080 | 2,204,960 | 1,391,670 | 684,710 | 0 | 1,230,895 | 0 | 9,155,020 |
| 132 | **Other Support Services - Misc.** *(Describe & Itemize)* | **2900** | | | | | | | | | 0 |
| 133 | **Total Support Services** | **2000** | 3,049,705 | 593,080 | 2,204,960 | 1,391,670 | 684,710 | 0 | 1,230,895 | 0 | 9,155,020 |
| 134 | **COMMUNITY SERVICES (O&M)** | **3000** | | | | | | | | | 0 |
| 135 | **PAYMENTS TO OTHER DIST & GOVT UNITS (O&M)** | **4000** | | | | | | | | | |
| 136 | **Payments to Other Dist & Govt Units (In-State)** | **4100** | | | | | | | | | |
| 137 | Payments for Regular Programs | 4110 | | | | | | | | | 0 |
| 138 | Payments for Special Education Programs | 4120 | | | | | | | | | 0 |
| 139 | Payments for CTE Program | 4140 | | | | | | | | | 0 |
| 140 | Other Payments to In-State Govt Units - Programs *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 141 | **Total Payments to Other Dist & Govt Units (In-State)** | **4100** | | | 0 | | | 0 | | | 0 |
| 142 | Payments to Other Dist & Govt Units (Out of State) [14] | 4400 | | | | | | | | | 0 |
| 143 | **Total Payments to Other Dist & Govt Unit** | **4000** | | | 0 | | | 0 | | | 0 |
| 144 | **DEBT SERVICE (O&M)** | **5000** | | | | | | | | | |
| 145 | **Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | | | | |
| 146 | Tax Anticipation Warrants | 5110 | | | | | | | | | 0 |
| 147 | Tax Anticipation Notes | 5120 | | | | | | | | | 0 |
| 148 | Corporate Personal Prop Repl Tax Anticipated Notes | 5130 | | | | | | | | | 0 |
| 149 | State Aid Anticipation Certificates | 5140 | | | | | | | | | 0 |
| 150 | Other Interest on Short-Term Debt *(Describe & Itemize)* | 5150 | | | | | | | | | 0 |
| 151 | **Total Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | 0 | | | 0 |
| 152 | **Debt Service - Interest on Long-Term Debt** | **5200** | | | | | | | | | 0 |
| 153 | **Total Debt Service** | **5000** | | | | | | 0 | | | 0 |
| 154 | **PROVISION FOR CONTINGENCIES (O&M)** | **6000** | | | | | | | | | 0 |
| 155 | **Total Direct Disbursements/Expenditures** | | 3,049,705 | 593,080 | 2,204,960 | 1,391,670 | 684,710 | 0 | 1,230,895 | 0 | 9,155,020 |
| 156 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures** | | | | | | | | | | (832,265) |
| 157 | | | | | | | | | | | |
| 158 | **30 - DEBT SERVICE FUND (DS)** | | | | | | | | | | |
| 159 | **PAYMENTS TO OTHER DIST & GOVT UNITS (DS)** | **4000** | | | | | | | | | 601 |
| 160 | **Payments to Other Dist & Govt Units (In-State)** | **4100** | | | | | | | | | |
| 161 | Payments for Regular Programs | 4110 | | | | | | | | | 0 |
| 162 | Payments for Special Education Programs | 4120 | | | | | | | | | 0 |
| 163 | Other Payments to In-State Govt Units - Programs *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 164 | **Total Payments to Other Dist & Govt Units (In-State)** | **4000** | | | | | | 0 | | | 0 |
| 165 | **DEBT SERVICE (DS)** | **5000** | | | | | | | | | |
| 166 | **Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | | | | |
| 167 | Tax Anticipation Warrants | 5110 | | | | | | | | | 0 |
| 168 | Tax Anticipation Notes | 5120 | | | | | | | | | 0 |
| 169 | Corporate Personal Prop Repl Tax Anticipation Notes | 5130 | | | | | | | | | 0 |
| 170 | State Aid Anticipation Certificates | 5140 | | | | | | | | | 0 |
| 171 | Other Interest on Short-Term Debt *(Describe & Itemize)* | 5150 | | | | | | | | | 0 |
| 172 | **Total Debt Service - Interest On Short-Term Debt** | **5100** | | | | | | 0 | | | 0 |
| 173 | **Debt Service - Interest on Long-Term Debt** | **5200** | | | | | | 2,119,800 | | | 2,119,800 |
| 174 | **Debt Service - Payments of Principal on Long-Term Debt [15] (Lease/Purchase Principal Retired)** *(Describe & Itemize)* | **5300** | | | | | | 3,959,100 | | | 3,959,100 |
| 175 | **Debt Service - Other** *(Describe & Itemize)* | **5400** | | | 2,035 | | | | | | 2,035 |
| 176 | **Total Debt Service** | **5000** | | | 2,035 | | | 6,078,900 | | | 6,080,935 |
| 177 | **PROVISION FOR CONTINGENCIES (DS)** | **6000** | | | | | | | | | 0 |
| 178 | **Total Direct Disbursements/Expenditures** | | | | 2,035 | | | 6,078,900 | | | 6,080,935 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | Description: Enter Whole Numbers Only | Funct # | Salaries | Employee Benefits | Purchased Services | Supplies & Materials | Capital Outlay | Other Objects | Non-Capitalized Equipment | Termination Benefits | Total |
| 179 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures** | | | | | | | | | | 1,081,230 |
| 180 | | | | | | | | | | | |
| 181 | **40 - TRANSPORTATION FUND (TR)** | | | | | | | | | | |
| 182 | **SUPPORT SERVICES (TR)** | **2000** | | | | | | | | | |
| 183 | **Support Services - Pupils** | **2100** | | | | | | | | | |
| 184 | Other Support Services - Pupils *(Describe & Itemize)* | 2190 | | | | | | | | | 0 |
| 185 | **Support Services - Business** | | | | | | | | | | |
| 186 | Pupil Transportation Services | 2550 | | | 1,994,540 | | | | | | 1,994,540 |
| 187 | Other Support Services - Business *(Describe & Itemize)* | 2900 | | | | | | | | | 0 |
| 188 | **Total Support Services** | **2000** | 0 | 0 | 1,994,540 | 0 | 0 | 0 | 0 | 0 | 1,994,540 |
| 189 | **COMMUNITY SERVICES (TR)** | **3000** | | | | | | | | | 0 |
| 190 | **PAYMENTS TO OTHER DIST & GOVT UNITS (TR)** | **4000** | | | | | | | | | |
| 191 | **Payments to Other Dist & Govt Units (In-State)** | **4100** | | | | | | | | | |
| 192 | Payments for Regular Program | 4110 | | | | | | | | | 0 |
| 193 | Payments for Special Education Programs | 4120 | | | | | | | | | 0 |
| 194 | Payments for Adult/Continuing Education Programs | 4130 | | | | | | | | | 0 |
| 195 | Payments for CTE Programs | 4140 | | | | | | | | | 0 |
| 196 | Payments for Community College Programs | 4170 | | | | | | | | | 0 |
| 197 | Other Payments to In-State Govt Units - Programs *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 198 | **Total Payments to Other Dist & Govt Units (In-State)** | **4100** | | | 0 | | | 0 | | | 0 |
| 199 | **Payments to Other Dist & Govt Units (Out-of-State)** *(Describe & Itemize)* | **4400** | | | | | | | | | 0 |
| 200 | **Total Payments to Other Dist & Govt Units** | **4000** | | | 0 | | | 0 | | | 0 |
| 201 | **DEBT SERVICE (TR)** | **5000** | | | | | | | | | |
| 202 | **Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | | | | |
| 203 | Tax Anticipation Warrants | 5110 | | | | | | | | | 0 |
| 204 | Tax Anticipation Notes | 5120 | | | | | | | | | 0 |
| 205 | Corporate Personal Prop Repl Tax Anticipation Notes | 5130 | | | | | | | | | 0 |
| 206 | State Aid Anticipation Certificates | 5140 | | | | | | | | | 0 |
| 207 | Other Interest on Short-Term Debt *(Describe & Itemize)* | 5150 | | | | | | | | | 0 |
| 208 | **Total Debt Service - Interest On Short-Term Debt** | **5100** | | | | | | 0 | | | 0 |
| 209 | **Debt Service - Interest on Long-Term Debt** | **5200** | | | | | | | | | 0 |
| 210 | **Debt Service - Payments of Principal on Long-Term Debt [15] (Lease/Purchase Principal Retired)** *(Describe & Itemize)* | **5300** | | | | | | | | | 0 |
| 211 | **Debt Service - Other** *(Describe & Itemize)* | **5400** | | | | | | | | | 0 |
| 212 | **Total Debt Service** | **5000** | | | | | | 0 | | | 0 |
| 213 | **PROVISION FOR CONTINGENCIES (TR)** | **6000** | | | | | | | | | 0 |
| 214 | **Total Direct Disbursements/Expenditures** | | 0 | 0 | 1,994,540 | 0 | 0 | 0 | 0 | 0 | 1,994,540 |
| 215 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures** | | | | | | | | | | 0 |
| 216 | | | | | | | | | | | 602 |
| 217 | **50 - MUNICIPAL RETIREMENT/SOC SEC FUND (MR/SS)** | | | | | | | | | | |
| 218 | **INSTRUCTION (MR/SS)** | **1000** | | | | | | | | | |
| 219 | Regular Program | 1100 | | 340,225 | | | | | | | 340,225 |
| 220 | Pre-K Programs | 1125 | | 81,335 | | | | | | | 81,335 |
| 221 | Special Education Programs (Functions 1200-1220) | 1200 | | 29,940 | | | | | | | 29,940 |
| 222 | Special Education Programs Pre-K | 1225 | | 447,150 | | | | | | | 447,150 |
| 223 | Remedial and Supplemental Programs K-12 | 1250 | | 1,580 | | | | | | | 1,580 |
| 224 | Remedial and Supplemental Programs Pre-K | 1275 | | | | | | | | | 0 |
| 225 | Adult/Continuing Education Programs | 1300 | | | | | | | | | 0 |
| 226 | CTE Programs | 1400 | | 12,050 | | | | | | | 12,050 |
| 227 | Interscholastic Programs | 1500 | | 97,825 | | | | | | | 97,825 |
| 228 | Summer School Programs | 1600 | | 505 | | | | | | | 505 |
| 229 | Gifted Programs | 1650 | | 7,445 | | | | | | | 7,445 |
| 230 | Driver's Education Programs | 1700 | | | | | | | | | 0 |
| 231 | Bilingual Programs | 1800 | | 42,070 | | | | | | | 42,070 |
| 232 | Truant Alternative & Optional Programs | 1900 | | | | | | | | | 0 |
| 233 | **Total Instruction** | **1000** | | 1,060,125 | | | | | | | 1,060,125 |
| 234 | **SUPPORT SERVICES (MR/SS)** | **2000** | | | | | | | | | |
| 235 | **Support Services - Pupil** | **2100** | | | | | | | | | |
| 236 | Attendance & Social Work Services | 2110 | | 32,015 | | | | | | | 32,015 |

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| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | Description: Enter Whole Numbers Only | Funct # | Salaries | Employee Benefits | Purchased Services | Supplies & Materials | Capital Outlay | Other Objects | Non-Capitalized Equipment | Termination Benefits | Total |
| 237 | Guidance Services | 2120 | | 67,255 | | | | | | | 67,255 |
| 238 | Health Services | 2130 | | 102,600 | | | | | | | 102,600 |
| 239 | Psychological Services | 2140 | | 19,750 | | | | | | | 19,750 |
| 240 | Speech Pathology & Audiology Services | 2150 | | 14,030 | | | | | | | 14,030 |
| 241 | Other Support Services - Pupils *(Describe & Itemize)* | 2190 | | 8,865 | | | | | | | 8,865 |
| 242 | **Total Support Services - Pupil** | **2100** | | 244,515 | | | | | | | 244,515 |
| 243 | **Support Services - Instructional Staff** | **2200** | | | | | | | | | |
| 244 | Improvement of Instruction Services | 2210 | | 34,075 | | | | | | | 34,075 |
| 245 | Educational Media Services | 2220 | | 30,480 | | | | | | | 30,480 |
| 246 | Assessment & Testing | 2230 | | 485 | | | | | | | 485 |
| 247 | **Total Support Services - Instructional Staff** | **2200** | | 65,040 | | | | | | | 65,040 |
| 248 | **Support Services - General Administration** | **2300** | | | | | | | | | |
| 249 | Board of Education Services | 2310 | | | | | | | | | 0 |
| 250 | Executive Administration Services | 2320 | | 18,735 | | | | | | | 18,735 |
| 251 | Special Area Administrative Services | 2330 | | 450 | | | | | | | 450 |
| 252 | Claims Paid from Self Insurance Fund | 2361 | | | | | | | | | 0 |
| 253 | Risk Management and Claims Services Payments | 2365 | | | | | | | | | 0 |
| 254 | **Total Support Services - General Administration** | **2300** | | 19,185 | | | | | | | 19,185 |
| 255 | **Support Services - School Administration** | **2400** | | | | | | | | | |
| 256 | Office of the Principal Services | 2410 | | 163,790 | | | | | | | 163,790 |
| 257 | Other Support Services - School Administration *(Describe & Itemize)* | 2490 | | | | | | | | | 0 |
| 258 | **Total Support Services - School Administration** | **2400** | | 163,790 | | | | | | | 163,790 |
| 259 | **Support Services - Business** | **2500** | | | | | | | | | |
| 260 | Direction of Business Support Services | 2510 | | 19,560 | | | | | | | 19,560 |
| 261 | Fiscal Services | 2520 | | 52,465 | | | | | | | 52,465 |
| 262 | Facilities Acquisition & Construction Services | 2530 | | | | | | | | | 0 |
| 263 | Operation & Maintenance of Plant Service | 2540 | | 519,490 | | | | | | | 519,490 |
| 264 | Pupil Transportation Services | 2550 | | | | | | | | | 0 |
| 265 | Food Services | 2560 | | 195,365 | | | | | | | 195,365 |
| 266 | Internal Services | 2570 | | 10,030 | | | | | | | 10,030 |
| 267 | **Total Support Services - Business** | **2500** | | 796,910 | | | | | | | 796,910 |
| 268 | **Support Services - Central** | **2600** | | | | | | | | | |
| 269 | Direction of Central Support Services | 2610 | | | | | | | | | 0 |
| 270 | Planning, Research, Development & Evaluation Services | 2620 | | | | | | | | | 0 |
| 271 | Information Services | 2630 | | 20,170 | | | | | | | 20,170 |
| 272 | Staff Services | 2640 | | 42,515 | | | | | | | 42,515 |
| 273 | Data Processing Services | 2660 | | 76,990 | | | | | | | 76,990 |
| 274 | **Total Support Services - Central** | **2600** | | 139,675 | | | | | | | 139,675 |
| 275 | **Other Support Services - Misc.** *(Describe & Itemize)* | **2900** | | | | | | | | | 0 |
| 276 | **Total Support Services** | **2000** | | 1,429,115 | | | | | | | 1,429,115 |
| 277 | **COMMUNITY SERVICES (MR/SS)** | **3000** | | 5,225 | | | | | | | 5,225 |
| 278 | **PAYMENTS TO OTHER DIST & GOVT UNITS (MR/SS)** | **4000** | | | | | | | | | |
| 279 | Payments for Regular Programs | 4110 | | | | | | | | | 0 |
| 280 | Payments for Special Education Programs | 4120 | | | | | | | | | 0 |
| 281 | Payments for CTE Programs | 4140 | | | | | | | | | 0 |
| 282 | **Total Payments to Other Dist & Govt Units** | **4000** | | 0 | | | | | | | 0 |
| 283 | **DEBT SERVICE (MR/SS)** | **5000** | | | | | | | | | |
| 284 | **Debt Service - Interest on Short-Term Debt** | **5100** | | | | | | | | | |
| 285 | Tax Anticipation Warrants | 5110 | | | | | | | | | 0 |
| 286 | Tax Anticipation Notes | 5120 | | | | | | | | | 0 |
| 287 | Corporate Personal Prop Repl Tax Anticipation Notes | 5130 | | | | | | | | | 0 |
| 288 | State Aid Anticipation Certificates | 5140 | | | | | | | | | 0 |
| 289 | Other Interest on Short-Term Debt *(Describe & Itemize)* | 5150 | | | | | | | | | 0 |
| 290 | **Total Debt Service** | **5000** | | | | | | 0 | | | 0 |
| 291 | **PROVISION FOR CONTINGENCIES (MR/SS)** | **6000** | | | | | | | | | 0 |
| 292 | **Total Direct Disbursements/Expenditures** | | | 2,494,465 | | | | 0 | | | 2,494,465 |
| 293 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures** | | | | | | | | | | 0 |
| 294 | | | | | | | | | | | |
| 295 | **60 - CAPITAL PROJECTS (CP)** | | | | | | | | | | |
| 296 | **SUPPORT SERVICES (CP)** | **2000** | | | | | | | | | |

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| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | Description: Enter Whole Numbers Only | Funct # | Salaries | Employee Benefits | Purchased Services | Supplies & Materials | Capital Outlay | Other Objects | Non-Capitalized Equipment | Termination Benefits | Total |
| 297 | **Support Services - Business** | | | | | | | | | | |
| 298 | Facilities Acquisition & Construction Services | 2530 | 24,750,000 | | | | | | | | 24,750,000 |
| 299 | Other Support Services - Business *(Describe & Itemize)* | 2900 | | | | | | | | | 0 |
| 300 | **Total Support Services** | **2000** | 24,750,000 | 0 | 0 | 0 | 0 | 0 | 0 | | 24,750,000 |
| 301 | **PAYMENTS TO OTHER DIST & GOVT UNITS (CP)** | **4000** | | | | | | | | | |
| 302 | **Payments to Other Dist & Govt Units (In-State)** | **4100** | | | | | | | | | |
| 303 | Payments to Regular Programs | 4110 | | | | | | | | | 0 |
| 304 | Payment for Special Education Programs | 4120 | | | | | | | | | 0 |
| 305 | Payment for CTE Programs | 4140 | | | | | | | | | 0 |
| 306 | Payments to Other Govt Units - Programs (In-State) *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 307 | **Total Payments to Other Districts & Govt Units** | **4000** | | | 0 | | | 0 | | | 0 |
| 308 | **PROVISION FOR CONTINGENCIES (CP)** | **6000** | | | | | | | | | 0 |
| 309 | **Total Direct Disbursements/Expenditures** | | 24,750,000 | 0 | 0 | 0 | 0 | 0 | 0 | | 24,750,000 |
| 310 | **Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures** | | | | | | | | | | (21,923,680) |
| 311 | | | | | | | | | | | |
| 312 | **70 WORKING CASH FUND (WC)** | | | | | | | | | | |
| 313 | | | | | | | | | | | |
| 314 | **80 - TORT FUND (TF)** | | | | | | | | | | |
| 315 | **INSTRUCTION (TF)** | **1000** | | | | | | | | | |
| 316 | Regular Programs | 1100 | | | | | | | | | 0 |
| 317 | Tuition Payment to Charter Schools | 1115 | | | | | | | | | 0 |
| 318 | Pre-K Programs | 1125 | | | | | | | | | 0 |
| 319 | Special Education Programs (Functions 1200 - 1220) | 1200 | | | | | | | | | 0 |
| 320 | Special Education Programs Pre-K | 1225 | | | | | | | | | 0 |
| 321 | Remedial and Supplemental Programs K-12 | 1250 | | | | | | | | | 0 |
| 322 | Remedial and Supplemental Programs Pre-K | 1275 | | | | | | | | | 0 |
| 323 | Adult/Continuing Education Programs | 1300 | | | | | | | | | 0 |
| 324 | CTE Programs | 1400 | | | | | | | | | 0 |
| 325 | Interscholastic Programs | 1500 | | | | | | | | | 0 |
| 326 | Summer School Programs | 1600 | | | | | | | | | 0 |
| 327 | Gifted Programs | 1650 | | | | | | | | | 0 |
| 328 | Driver's Education Programs | 1700 | | | | | | | | | 0 |
| 329 | Bilingual Programs | 1800 | | | | | | | | | 0 |
| 330 | Truant Alternative & Optional Programs | 1900 | | | | | | | | | 0 |
| 331 | Pre-K Programs - Private Tuition | 1910 | | | | | | | | | 0 |
| 332 | Regular K-12 Programs Private Tuition | 1911 | | | | | | | | | 0 |
| 333 | Special Education Programs K-12 Private Tuition | 1912 | | | | | | | | | 0 |
| 334 | Special Education Programs Pre-K Tuition | 1913 | | | | | | | | | 0 |
| 335 | Remedial/Supplemental Programs K-12 Private Tuition | 1914 | | | | | | | | | 0 |
| 336 | Remedial/Supplemental Programs Pre-K Private Tuition | 1915 | | | | | | | | | 0 |
| 337 | Adult/Continuing Education Programs Private Tuition | 1916 | | | | | | | | | 0 |
| 338 | CTE Programs Private Tuition | 1917 | | | | | | | | | 0 |
| 339 | Interscholastic Programs Private Tuition | 1918 | | | | | | | | | 0 |
| 340 | Summer School Programs Private Tuition | 1919 | | | | | | | | | 0 |
| 341 | Gifted Programs Private Tuition | 1920 | | | | | | | | | 0 |
| 342 | Bilingual Programs Private Tuition | 1921 | | | | | | | | | 0 |
| 343 | Truants Alternative/Opt Ed Programs Private Tuition | 1922 | | | | | | | | | 0 |
| 344 | **Total Instruction**[14] | **1000** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 345 | **SUPPORT SERVICES (TF)** | **2000** | | | | | | | | | |
| 346 | **Support Services - Pupil** | **2100** | | | | | | | | | |
| 347 | Attendance & Social Work Services | 2110 | | | | | | | | | 0 |
| 348 | Guidance Services | 2120 | | | | | | | | | 0 |
| 349 | Health Services | 2130 | | | | | | | | | 0 |
| 350 | Psychological Services | 2140 | | | | | | | | | 0 |
| 351 | Speech Pathology & Audiology Services | 2150 | | | | | | | | | 0 |
| 352 | Other Support Services - Pupils *(Describe & Itemize)* | 2190 | | | | | | | | | 0 |
| 353 | **Total Support Services - Pupil** | **2100** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 354 | **Support Services - Instructional Staff** | **2200** | | | | | | | | | |
| 355 | Improvement of Instruction Services | 2210 | | | | | | | | | 0 |
| 356 | Educational Media Services | 2220 | | | | | | | | | 0 |

604

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | (100) | (200) | (300) | (400) | (500) | (600) | (700) | (800) | (900) |
| 2 | **Description: Enter Whole Numbers Only** | **Funct #** | **Salaries** | **Employee Benefits** | **Purchased Services** | **Supplies & Materials** | **Capital Outlay** | **Other Objects** | **Non-Capitalized Equipment** | **Termination Benefits** | **Total** |
| 357 | Assessment & Testing | 2230 | | | | | | | | | 0 |
| 358 | **Total Support Services - Instructional Staff** | **2200** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 359 | **Support Services - General Administration** | **2300** | | | | | | | | | |
| 360 | Board of Education Services | 2310 | | | 100,000 | | | | | | 100,000 |
| 361 | Executive Administration Services | 2320 | | | | | | | | | 0 |
| 362 | Special Area Administration Services | 2330 | | | | | | | | | 0 |
| 363 | Claims Paid from Self Insurance Fund | 2361 | | | | | | | | | 0 |
| 364 | Risk Management and Claims Services Payments | 2365 | | | 1,450,000 | | | 58,435 | | | 1,508,435 |
| 365 | **Total Support Services - General Administration** | **2300** | 0 | 0 | 1,550,000 | 0 | 0 | 58,435 | 0 | 0 | 1,608,435 |
| 366 | **Support Services - School Administration** | **2400** | | | | | | | | | |
| 367 | Office of the Principal Services | 2410 | | | | | | | | | 0 |
| 368 | Other Support Services - School Administration *(Describe & Itemize)* | 2490 | | | | | | | | | 0 |
| 369 | **Total Support Services - School Administration** | **2400** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 370 | **Support Services - Business** | **2500** | | | | | | | | | |
| 371 | Direction of Business Support Services | 2510 | | | | | | | | | 0 |
| 372 | Fiscal Services | 2520 | 0 | | | | | | | | 0 |
| 373 | Facilities Acquisition & Construction Services | 2530 | | | | | | | | | 0 |
| 374 | Operation & Maintenance of Plant Services | 2540 | | | 92,350 | | | | | | 92,350 |
| 375 | Pupil Transportation Services | 2550 | | | | | | | | | 0 |
| 376 | Food Services | 2560 | | | | | | | | | 0 |
| 377 | Internal Services | 2570 | | | | | | | | | 0 |
| 378 | **Total Support Services - Business** | **2500** | 0 | 0 | 92,350 | 0 | 0 | 0 | 0 | 0 | 92,350 |
| 379 | **Support Services - Central** | **2600** | | | | | | | | | |
| 380 | Direction of Central Support Services | 2610 | | | | | | | | | 0 |
| 381 | Planning, Research, Development & Evaluation Services | 2620 | | | | | | | | | 0 |
| 382 | Information Services | 2630 | | | | | | | | | 0 |
| 383 | Staff Services | 2640 | | | | | | | | | 0 |
| 384 | Data Processing Services | 2660 | | | | | | | | | 0 |
| 385 | **Total Support Services - Central** | **2600** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 386 | **Other Support Services - Misc.** *(Describe & Itemize)* | **2900** | | | | | | | | | 0 |
| 387 | **Total Support Services** | **2000** | 0 | 0 | 1,642,350 | 0 | 0 | 58,435 | 0 | 0 | 1,700,785 |
| 388 | **COMMUNITY SERVICES (TF)** | **3000** | | | | | | | | | 0 |
| 389 | **PAYMENTS TO OTHER DIST & GOVT UNITS (TF)** | **4000** | | | | | | | | | |
| 390 | **Payments to Other Dist & Govt Units (In-State)** | 4100 | | | | | | | | | |
| 391 | Payments for Regular Programs | 4110 | | | | | | | | | 0 |
| 392 | Payments for Special Education Programs | 4120 | | | | | | | | | 0 |
| 393 | Payments for Adult/Continuing Education Programs | 4130 | | | | | | | | | 0 |
| 394 | Payments for CTE Programs | 4140 | | | | | | | | | 0 |
| 395 | Payments for Community College Programs | 4170 | | | | | | | | | 0 |
| 396 | Other Payments to In-State Govt Units - Programs *(Describe & Itemize)* | 4190 | | | | | | | | | 0 |
| 397 | **Total Payments to Other Dist & Govt Units (In-State)** | **4100** | | | 0 | | | 0 | | | 0 |
| 398 | Payments for Regular Programs - Tuition | 4210 | | | | | | | | | 0 |
| 399 | Payments for Special Education Programs - Tuition | 4220 | | | | | | | | | 0 |
| 400 | Payments for Adult/Continuing Education Programs - Tuition | 4230 | | | | | | | | | 0 |
| 401 | Payments for CTE Programs - Tuition | 4240 | | | | | | | | | 0 |
| 402 | Payments for Community College Programs - Tuition | 4270 | | | | | | | | | 0 |
| 403 | Payments for Other Programs - Tuition | 4280 | | | | | | | | | 0 |
| 404 | Other Payments to In-State Govt Units - Tuition *(Describe & Itemize)* | 4290 | | | | | | | | | 0 |
| 405 | **Total Payments to Other Dist & Govt Units - Tuition (In State)** | **4200** | | | | | | 0 | | | 0 |
| 406 | Payments for Regular Programs - Transfers | 4310 | | | | | | | | | 0 |
| 407 | Payments for Special Education Programs - Transfers | 4320 | | | | | | | | | 0 |
| 408 | Payments for Adult/Continuing Ed Programs - Transfers | 4330 | | | | | | | | | 0 |
| 409 | Payments for CTE Programs - Transfers | 4340 | | | | | | | | | 0 |
| 410 | Payments for Community College Program - Transfers | 4370 | | | | | | | | | 0 |
| 411 | Payments for Other Programs - Transfers | 4380 | | | | | | | | | 0 |
| 412 | Other Payments to In-State Govt Units - Transfers *(Describe & Itemize)* | 4390 | | | | | | | | | 0 |
| 413 | **Total Payments to Other Dist & Govt Units-Transfers (In State)** | **4300** | | | 0 | | | 0 | | | 0 |
| 414 | Payments to Other Dist & Govt Units (Out of State) | 4400 | | | | | | | | | 0 |
| 415 | **Total Payments to Other Dist & Govt Units** | **4000** | | | 0 | | | 0 | | | 0 |
| 416 | **DEBT SERVICE (TF)** | **5000** | | | | | | | | | |

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