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 11, 2026 **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 July 28, 2026, regular meeting minutes.

II. **Special Items**

A. **2026 Charles O. Austin Jr. Scholars... Presentation**

Dr. Patricia Ulrich, Rock Island High School Principal, and Ms. Julie Hansen will recognize the 2026 Charles O. Austin, Jr. Scholars, as presented.

B. **Fiscal Year 2027 Tentative Budget Presentation... Information**

Ms. Annaka Whiting, Chief Financial Officer, will present the tentative budget for Fiscal Year 2027.

C. **Facilities Management Planning Update... Information**

Ms. Annaka Whiting, Chief Financial Officer, and members from our construction management team, Russell Construction, will give an update on our facilities management plan.

III. **Reports**

A. Board Members

B. Superintendent

C. RIEA President

D. RIESPA President

E. AFSCME President

IV. **Communications**

Requests from persons wishing to speak on certain agenda items will be called upon at this time. Citizens may also use this time to address the Board of Education on items not on the agenda. Comments should be limited to three (3) minutes.

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) ... Action**

    a. **Skyward Business Suite Software... Action**

    It is recommended that the Board of Education approve the purchase of Skyward Business Suite Software with Skyward Qmlativ, for a total amount of $273,541 to be paid over fiscal years 27 and 28.

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

It is recommended that the Board of Education authorize bills for payment dated July 31, 2026, in the amount of $4,795,638.36.

3. **Overnight Field Trip Requests... Action**

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Girls Swim and Dive team to compete at the state meet in Westmont, IL, departing November 12, and returning November 14, 2026.

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Boys Swim and Dive team to compete at the state meet in Westmont, IL, departing February 25, and returning February 27, 2027.

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island Boys Varsity Soccer team to compete at the State Finals in Rockford, IL, departing November 6, and returning November 7, 2026.

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Girls Wrestling Team to go to the IHSA Post Season meet, departing January 22, and returning January 23, 2027. The exact location is yet to be determined.

4. **Board Policy Updates - First Reading... Information**

It is recommended that the Board of Education consider the recommended updates and revisions to PRESS 122 as received from the Illinois Association of School Boards policy service, as well as an RIMSD41 update to policy 7:325.

5. **Staples Vendor Approval... Action**

It is recommended that the Board of Education approve Staples as a District vendor

for purchases not to exceed $62,083.66 during fiscal year 2027.

6. **Non-Certified Appointments... Action**

It is recommended that the Board of Education approve the non-certified appointments of Stacey Austin, Sonya Boyd, Antonio Carpenter, Ronald Carpenter, Kristina Colburn, Delema Cowan, Remi Engeland, Bridget Ferguson, Lapp Griffin, John Lindaman, Nikki Munson, Adriana Perez, and Renee Ross, for the 2026 - 27 school year.

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

It is recommended that the Board of Education approve the non-certified internal transfers of Danielle Cook and Nitra Kelley for the 2026 - 27 school year.

8. **Certified Coach Appointments... Action**

It is recommended that the Board of Education approve the certified coach appointments of Christopher Allison, Melanie Martinez, Cassandra Mikaio, Lance Riccio, Ellery Stewart, Bridget Taheny, Christopher Versluis, and Susana Williams for the 2026 - 27 school year.

9. **Certified Department Head Appointment... Action**

It is recommended that the Board of Education approve the certified department head appointment of Peter Carlin for the 2026 - 27 school year.

10. **Non-Certified Extracurricular Appointments... Action**

It is recommended that the Board of Education approve the non-certified extracurricular appointments of Jada Harris and Peter Philhower for the 2026 - 27 school year.

11. **Non-Certified Resignations... Action**

It is recommended that the Board of Education accept the non-certified resignations during the 2026 - 27 school year of David Ames, Special Education Paraprofessional at Rock Island High School with four (4) years of service effective 8/5/2026; Tresa Andrews, Parent Mentor Coordinator at Longfellow Elementary School is less than one (1) year of service, effective 7/30/2026; Lorie Fullington, Cashier at Rock Island High School with two (2) years of service, effective 4/1/2026; Addison Hynd, Cafeteria Supervisor at Rock Island Center for Math & Science, with three (3) years of service effective 8/14/2026; Jessica Hollett, Special Education Paraprofessional at Ridgewood Elementary School with less than one (1) year of service, effective 6/30/2026; Elijah Lloyd, Server at Rock Island High School with four (4) years of service, effective 5/28/2026; and Salma Salohi, Assistant Head Start Teacher at Horace Mann with less than one (1) year of service, effective 8/4/2026.

12. **Non-Certified Coach Resignation... Action**

It is recommended that the Board of Education accept the non-certified coach registration during the 2026 - 27 school year of Addison Bomelyn, Assistant Volleyball Coach at Rock Island High School with less than one (1) year of service,

effective 7/29/2026.

VI. **Operations**

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

The District received a FOIA request and responded within the required timeframe to William Ingalls, who requested information regarding electronic records showing every activation or alert generated by the weapons-detection system at Rock Island High School during the 2024 - 25 and 2025 - 26 school years.

The District received a FOIA request and responded within the required timeframe to Molly Hudgens, who requested a list of all school district employees, detailing their name, job title, part-time or full-time status, annual salary and hire date.

The District received a FOIA request and responded within the required timeframe to David Adams, who requested copies of change orders, extensions, or completion dates for the baseball, soccer, practice football, and softball field projects from Bush Sports.

VII. **Business/Finance**

A. **Fiscal Year 2027 Tentative Budget... Action**

It is recommended that the Board of Education approve placing the Fiscal Year 2027 tentative budget on file for public inspection, initiating the required statutory budget process prior to the public hearing and final budget adoption.

VIII. **Personnel**

A. **2026 - 27 Employee Handbook... Action**

It is recommended that the Board of Education approve the revised employee handbook for the 2026 - 2027 school year as presented.

B. **Memorandum of Understanding with RIEA... Action**

It is recommended that the Board of Education approve the Memorandum of Understanding with the Rock Island Education Association establishing the Head Nurse stipend position effective upon execution by both parties.

C. **Tech Support Specialist... Action**

It is recommended that the Board of Education approve the appointment of Brandon Waldbusser to the position of Technology Support Specialist for the 2026 - 27 school year at a salary of $54,376.

D. **Possible Action Concerning Administrator Discharge... Action**

It is recommended that the Board of Education approve the termination of a certified administrator as presented.

E. **Possible Action Concerning Administrator's Employment Contract... Action**

It is recommended that the Board of Education approve the performance-based employment contract as presented.

IX. **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 probable 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). 5 ILCS 120/2(c)(9): Student disciplinary cases. 5 ILCS 120/2(c)(10): The placement of individual students in special education programs and other matters relating to individual students.

X. **Adjournment**

ROCK ISLAND-MILAN SCHOOL DISTRICT #41

Board of Education Meeting

August 11, 2026

Sharon Williams, Ed. D.

Superintendent

Austin Academic 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 seven years as Superintendent of Schools. Mr. Austin demanded excellence, was a role model for achievement, and directly impacted the lives of thousands of our communities' youth.

Charles O. Austin, Jr. Scholars

Nathan Anderson
Elliot Batz
Alaina Bonja
Marely Bunch
Ava Combs-Peppmeyer
Charles Cooley
Ella DeJonghe
Grace Driskill
Sophia Giesler
Dylan Hartzler
Tahir Hassan
Macie Hixson
Jaylee James
Rose K'Paw
Ayla Kaha
Chase LeMaster
Addyson Lincoln

Charles O. Austin, Jr. Scholars

Sarah Louise
Karley Loveless
Megan Mason
Eliza Mathews
Liam Muir
Nathan Pothoven
Kylee Raygor
Ywa Say
Madelyn Schrempf
Marley Smith
Christ Soe
Parker Stannke
Charlotte Toyi
Jalani Williams
Sonia Williams
Alexander Wulgaert
Isai Zetina

ROCK ISLAND-MILAN SCHOOL DISTRICT #41

FY2027 Tentative Budget

August 11, 2026

Annaka Whiting

CFO

AGENDA

1. Purpose & Process
2. Revenue Assumptions
3. Expenditure Assumptions
4. Budget by Fund
5. Budget Considerations
6. Next Steps

Purpose & Budget Process

- Budget prepared in accordance with the **Illinois School Code and ISBE requirements.**
- Budget is developed using **projected** revenues, expenditures, fund balances, staffing needs, contractual obligations, and operational requirements.
- Tentative Budget is **presented to the Board of Education for review and approval.**
- Tentative Budget is made available for **public inspection for at least 30 days**.
- **Public hearing** is held prior to adoption of the final budget and Budget is adopted by the Board within the first quarter of the fiscal year (by September 30).
- Budget is filed with the **Regional Office of Education/ISBE/County** as required.

Compliance

Illinois School Code/ISBE

Review Period

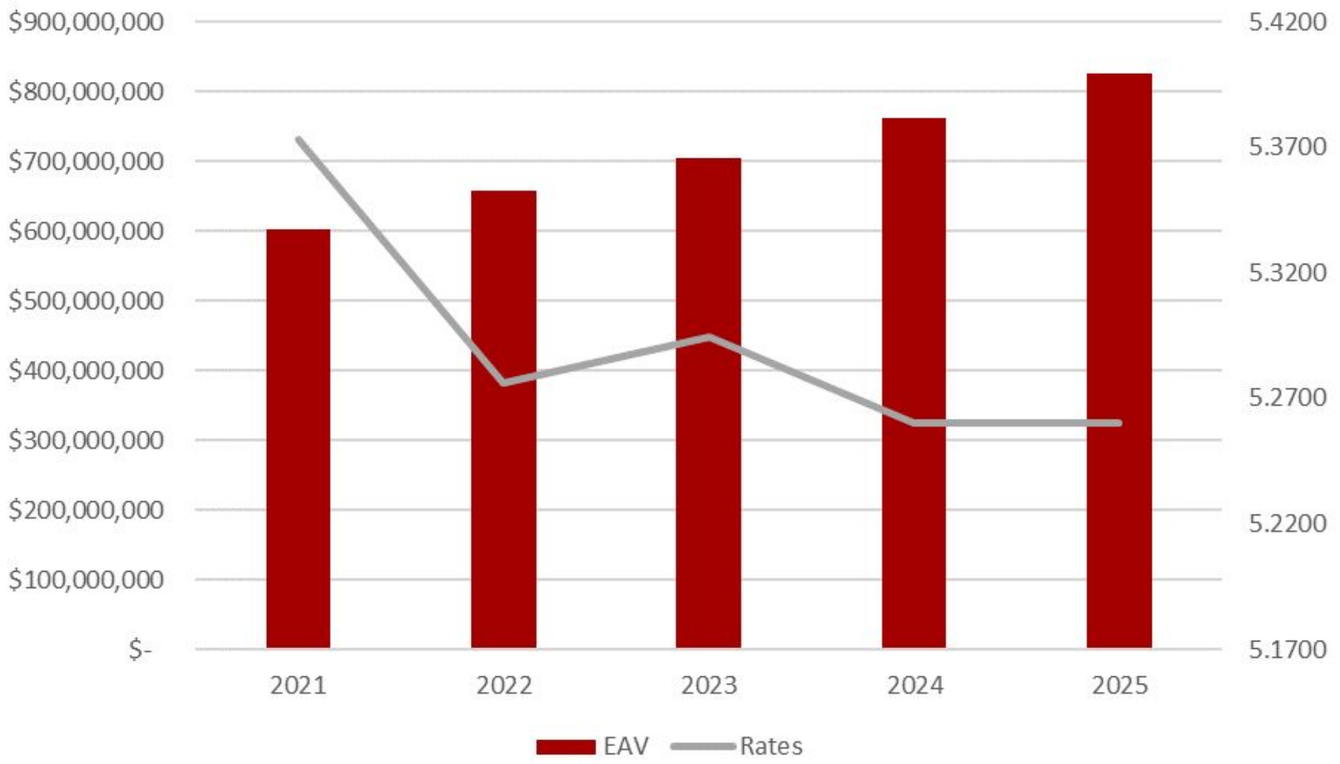
Public Inspection - Min. 30 Days

Final Approval

Sept 30th; filed within 30 days

Revenue Assumptions

Property Taxes: 6% EAV growth



Tax Year	EAV	Rates
2021	$ 601,252,781	5.3731
2022	$ 657,970,159	5.2760
2023	$ 704,824,764	5.2944
2024	$ 762,272,443	5.2601
2025	$ 826,242,620	5.2605

Revenue Assumptions

1% Sales Tax: +8%

Fiscal Year	Revenues	+/-
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%
2026	$5,560,536	24%

Evidence-Based Funding: +5%

Fiscal Year	Revenues	+/-
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

CPPRT - +3.5%

Fiscal Year	Revenues	+/-
2021	$7,005,694	
2022*	$15,147,582	116%
2023*	$15,808,619	4.4%
2024*	$9,525,962	-39.7%
2025	$6,387,901	-32.9%
2026	$6,768,228	6%

Title I Allocations

Fiscal Year	Revenues	+/-
2023	$2,743,952	
2024	$3,812,939	39%
2025	$3,944,449	3%
2026	$3,550,004	-10%
2027	$3,195,005	-10%

Title II Allocations

Fiscal Year	Revenues	+/-
2023	$362,669	
2024	$386,092	6%
2025	$404,277	5%
2026	$403,076	0%
2027	$299,430	-26%

** Calculation error by Illinois Department of Revenue*

Revenue Assumptions

Title III Allocations

Fiscal Year	Revenues	+/-
2023	$77,700	
2024	$80,600	4%
2025	$81,630	1%
2026	$81,244	-0.5%
2027	Not Released	

Title IV Allocations

Fiscal Year	Revenues	+/-
2023	$202,535	
2024	$266,322	31%
2025	$280,984	6%
2026	$275,438	-2%
2027	$199,096	-28%

Expenditure Assumptions

Compensation:

- Non-Affiliated 3%
- RIEA 3%
- AFSCME
  - Custodians/Maintenance 5%
  - Secretaries +$4,300
  - Food Service 5.5%
- RIESPA 4.5%

Other considerations:

- Inflation
- Utilities
- State reimbursements

Tentative Budget by Fund

Fund	Est. Beginning Fund Balance	Revenues	Expenditures	Est. Ending Fund Balance	Est. Days COH*
Education	$42,163,237	$93,744,271	$95,790,967	$40,116,541	151
Operations & Maint.	$6,601,865	$8,786,740	$8,786,740	$6,601,865	270
Debt Service	$1,268,837	$8,166,788	$8,086,325	$1,349,300	
Transportation	$2,594,773	$2,262,165	$2,262,165	$2,594,773	413
IMRF/Social Security	$2,554,575	$2,497,305	$2,679,085	$2,372,795	
Capital Projects	$52,359,979	$4,924,080	$28,730,000	$28,554,059	
Working Cash	$4,028,581	$434,387	$0	$4,462,968	
Tort	$1,063,684	$2,330,645	$2,287,360	$1,106,969	
Fire Prev/Safety	$185,151	$5,960	$0	$191,111	
	$112,820,682	**$123,152,341**	**$148,622,642**	**$87,350,381**	

**Operating Funds*

Budget Considerations

- Current financial projections and fund balance trends
- Property tax revenue assumptions
- State and federal funding projections
- Collective bargaining agreements and contractual commitments
- Staffing and program needs
- Capital improvement and facilities priorities

Next Steps

- Approve tentative budget.
- Post **Notice of Public Hearing** & tentative budget on website by 8/12/26.
- Conduct the public hearing and budget adoption on 9/22/26.
- Submit budget to ISBE & the county.
- Begin tax levy discussions.

BOARD OF EDUCATION
ROCK ISLAND MILAN

RUSSELL

Rock Island - Milan School District #41

RUSSELL PROJECT UPDATES

Board of Education Meeting

August 11, 2026

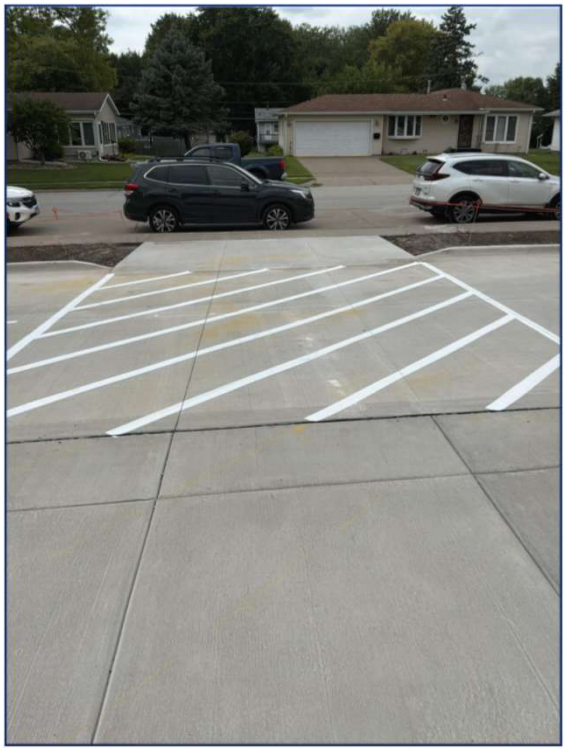
RUSSELL

Today's Agenda

A review of current Russell projects

- Thomas Jefferson Drop Off
- Thomas Jefferson Roof Replacement
- RIHS Aquatic Center
- RIHS Pool Infill
- RIHS Band Room Renovation
- RIHS 2026 HVAC Projects
- Eugene Field School Addition
- Rock Island Academy Addition
- Thurgood Secure Entry

Project includes utility work, replacement of existing parking areas with an enlarged parking lot, new drop-off lane, and bus lane.



Thomas Jefferson Drop Off

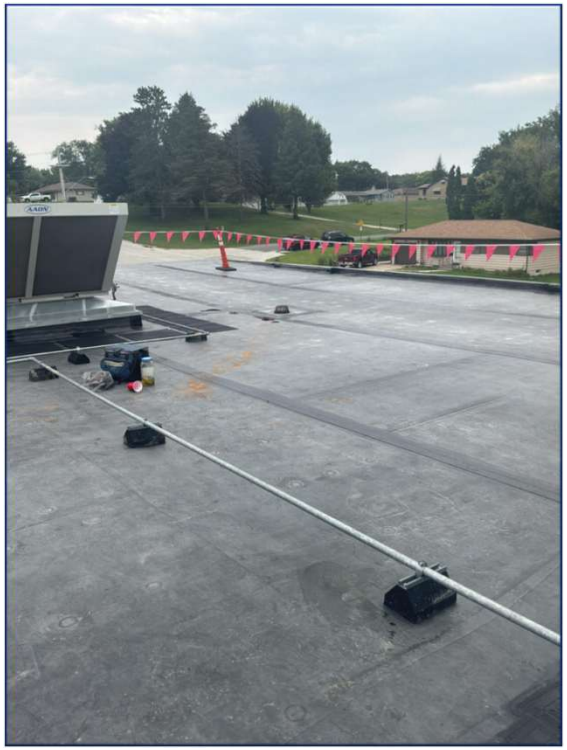
CONTRACT VALUE

$1,179,431

SCHEDULED COMPLETION DATE

AUGUST 2026

Project includes replacement of existing roof area at Thomas Jefferson School and roof replacement with added insulation at Rock Island High School Fitness Center.



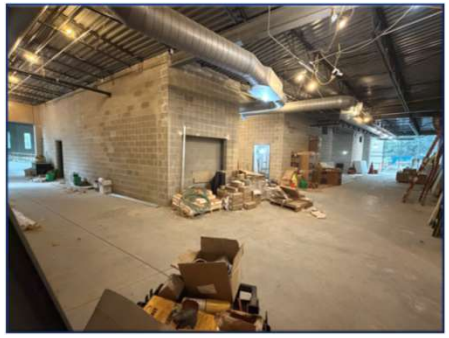
Thomas Jefferson Roof Replacement

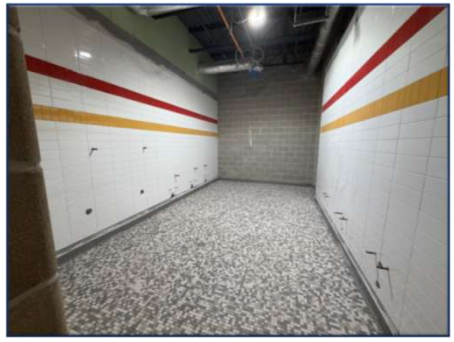
CONTRACT VALUE

$420,033

SCHEDULED COMPLETION DATE

SEPT. 2026





The project consists of a new competition swimming pool, dedicated pool mechanical and electrical rooms serving the facility, two administrative offices, men's and women's locker rooms, public restrooms, a secure entry lobby, and spectator amenities including concessions and ticketing.

RIHS Aquatic Center

CONTRACT VALUE

$16,035,436

PROJECT SCHEDULE

Original Completion Date: December 2026
Updated Completion Date: January 2026 (Bulkhead Delay)

RIHS Pool Infill

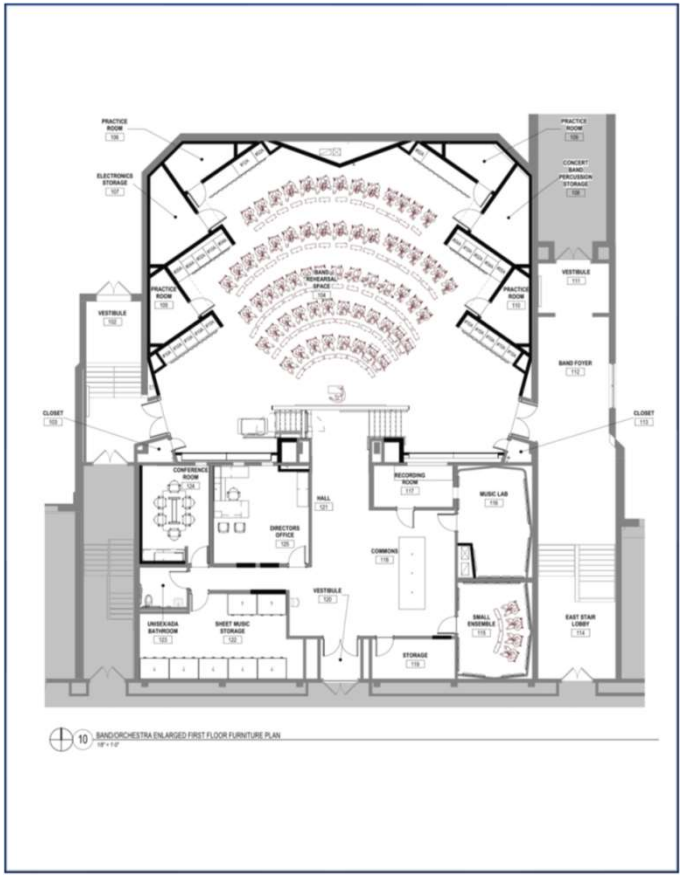
Converts the former swimming pool into educational space through structural infill, a new second-level floor, and complete interior renovation. Sequence 1 provides 7 classrooms, with Sequence 2 completing the permanent configuration of 10 classrooms plus supporting breakout spaces.

CONTRACT VALUE

$3,891,469

PROJECT SCHEDULE

SEQ 1: January 2027
SEQ 2: August 2027



RIHS Band Room Renovation

Renovation and modernization of the band and orchestra areas, including upgraded rehearsal, practice, ensemble, storage, office, and support spaces.

Improvements include new finishes, acoustic wall treatments, sound-attenuation systems, and audio-visual equipment to enhance acoustical performance and support music instruction.

CONTRACT VALUE

$4,630,949

PROJECT SCHEDULE

START: JAN 2027
COMPLETION: AUG 2027

Project Description / Schedule

Sequenced HVAC improvements are enhancing building controls, replacing critical equipment, and preparing RIHS for future renovations.

- **Controls backbone completed Summer 2026, including controls of Administration, Chiller and the addition of Refrigeration/Freezer monitoring**
- **Owner-purchased chiller installed and started August 3, 2026**
- **Unit vent removal and reinstallation completed August 4, 2026, allowing abatement under those units to be completed**
- **Athletic Building rooftop units planned for Fall 2026, pending equipment delivery**

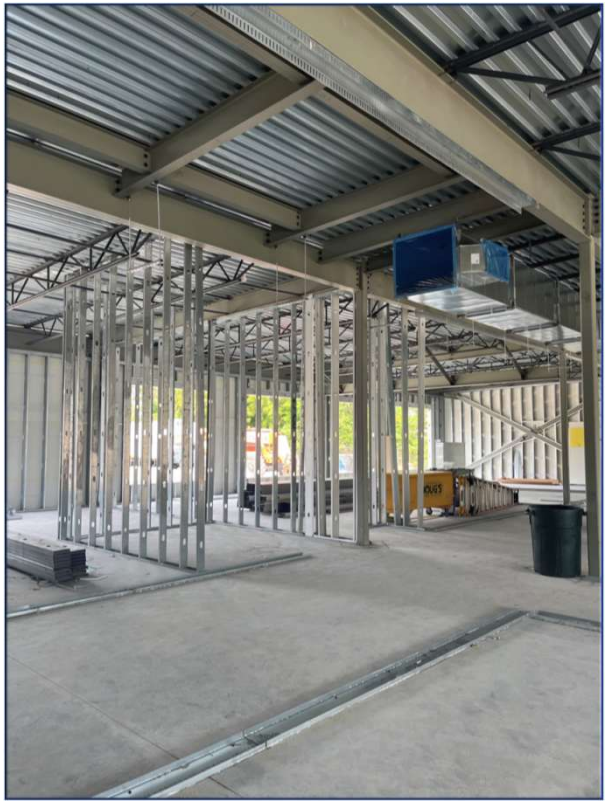
RIHS 2026 HVAC Projects

CONTRACT VALUE

$434,161 – Controls Backbone
$929,540 – Unit Vent removal and reinstall, Chiller, and Athletic RTU Improvements
$1,363,701 – Current Contract Value

- Budgeted at $14,100,000 based on design progress drawings
- Replace aging unit vents in classrooms, offices, and other spaces
- Add digital monitoring and controls to mechanical systems to enhance comfort and improve maintenance
- Repair, refurbish, or replace existing fans and louvers pending current condition
- Work starting in spring 2027 with completion anticipated in 2028 pending final design.

RIHS HVAC Upgrade Project



Added classrooms: (5) classrooms, a music room, a flex room with an operable partition wall, IT closet, mechanical room, and rest rooms.

Renovation of existing southern classrooms HVAC systems and renovation of library to occur summer of 2027.

Eugene Field School Addition

CONTRACT VALUE

$6,390,922

SQUARE FOOTAGE

10,055 s.f.

SCHEDULED COMPLETION DATE

JULY 2027

CONTRACT VALUE

$7,960,000

Rock Island Academy Addition

SCHEDULED COMPLETION DATE

SUMMER 2027

Thurgood Secure Entry

CONTRACT VALUE

$263,033

SCHEDULED COMPLETION DATE

OCTOBER 2026

RUSSELL

Questions & Discussion

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 11, 2026
Re: Skyward Business Suite Software

The District's current business operations utilize several independent software systems and numerous manual processes to perform essential functions including finance, payroll, human resources, applicant tracking, absence management, asset management, and employee time reporting. Several important business functions including electronic timekeeping, electronic timesheets, comprehensive asset management, mileage reimbursement, and other employee workflow processes are either performed manually or require significant staff intervention. Recognizing the need for a more comprehensive enterprise resource planning (ERP) solution, the District formed an evaluation committee consisting of representatives from HR, Business Office, Operations, Teaching and Learning, and IT.

The committee evaluated the District's current software capabilities and participated in a comprehensive demonstration of the Skyward Business Suite. Skyward provides a fully integrated platform capable of supporting, Finance, Payroll, Human Resources, Employee Time Tracking and Electronic Timesheets, Asset Management, Employee Self-Service, Purchasing and Workflow, and Absence Management. Implementing a single integrated system will improve data accuracy, reduce duplicate entry, enhance reporting capabilities, and create more efficient workflows across departments.

Over time, the District anticipates eliminating multiple existing software systems. The investment including implementation and software is $273,541. This amount will be paid over two fiscal years; $119,897 in FY2027 and the remaining in FY2028. After implementation the annual cost of the software will be $50,142 which includes hosting, maintenance, and updates. The cost will increase by 4% thereafter.

It is recommended that the Board of Education approve the purchase of the Skyward Business Suite software with Skyward Qmlativ in a total amount of $273,541 to be paid over two fiscal years.

Investment Period: July 1, 2026 – June 30, 2028
Total Investment: $273,541
Funding Source: District 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: Skyward Qmlativ **EMAIL:** ben@skyward.com

ADDRESS: 2601 Skyward Drive, Stevens Point, WI 54482

DATES OF SERVICE TO BE COMPLETED: 7/1/2026 6/30/2028

SCHOOL DISTRICT CONTACT: Annaka Whiting

COMPENSATION: $ 273,541.00

DESCRIPTION OF DUTIES:

The purchase of Skyward Business Suite software to support finance, payroll, human resources, employee time tracking and electronic time sheets, asset management, employee self-service, purchasing & workflow, and absence management for the district.

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: Skyward Qmlativ **Website:** skyward.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2028

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: _____

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

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

_____ _____

Superintendent or School Board President **Date**

Rock Island-Milan School District 41
Skyward Software Proposal
Proposal # 26-0875bl
July 17, 2026

Qmlativ

Rock Island, IL

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Secure Cloud Computing Installation

School Management System Investment Summary

	Initial Investment	Services	Full 12-Month Recurring Fees	Total
School Business Suite				
Estimated Installation: Beginning of Fiscal Year	$ 117,235.00	$ 97,411.00	$ 33,750.00	$ 248,396.00
System Wide Services and Software	-	25,145.00	-	25,145.00
Total School Management System	***$ 117,235.00***	***$ 122,556.00***	***$ 33,750.00***	***$ 273,541.00***

School Management System Investment - Including the Full 12-Month Recurring Fees *	***$ 273,541.00***

School Management System Investment - No Proration	*$ 117,235.00*	*$ 122,556.00*	*$ 33,750.00*	*$ 273,541.00*

See Terms and Conditions for revised payment terms. ***260875dtc***

* ***This Investment Summary reflects the recurring fees for a full 12-Month period.***
The actual billing will be reflective of the actual installation date.
The customer recognizes and acknowledges that in subsequent years the total Full 12-Month Recurring Fee will be billed.

Investment Estimate

Year 0	Estimated Installation Date through June 30, 2027 *	$ 119,897.00
Year 1	July 1, 2027 through June 30, 2028	145,233.00
Year 2	July 1, 2028 through June 30, 2029	35,100.00
Year 3	July 1, 2029 through June 30, 2030	36,504.00
Year 4	July 1, 2030 through June 30, 2031	37,964.00
Year 5	July 1, 2031 through June 30, 2032	39,483.00
Total Investment Estimate		**$ 414,181.00**

This cost projection is based on an estimated annual increase of 4.0%. This is only an estimate.

* ***The estimated installation date is not a guaranteed installation date.***
It is an estimate used by your Account Executive to more closely project the actual costs of the products shown on this proposal.
The actual installation date will be determined by Project Management once the sale is complete.

Pricing Detail

School Business Suite

	School Business Suite Software		Initial Investment	Services	Full 12-Month Recurring Fees	Total
	Core Package		$ 98,617.00	$ -	$ 26,896.00	$ 114,306.00
1	***Skyward Promotional Discount***		***(9,862.00)***	***-***	***(1,345.00)***	***-***
	Finance					
	Employee Access					
	Import Deduction/Benefit Third Party Data					
	Payroll					
	Position Management					
2	*Professional Development Center (School Business Suite)*					
	Staff Planning					
	Substitute Tracking					
	Time Off					
	Additional Functionality					
	eSign - Electronic Signature	1 block	-	250.00	-	250.00
	Activity Accounting		7,229.00	-	1,972.00	8,379.00
1	***Skyward Promotional Discount***		***(723.00)***	***-***	***(99.00)***	***-***
	Asset		6,820.00	-	1,860.00	7,905.00
1	***Skyward Promotional Discount***		***(682.00)***	***-***	***(93.00)***	***-***
	Employee Import		6,820.00	-	1,860.00	7,905.00
1	***Skyward Promotional Discount***		***(682.00)***	***-***	***(93.00)***	***-***
	Time Tracking		10,776.00	-	2,939.00	12,490.00
1	***Skyward Promotional Discount***		***(1,078.00)***	***-***	***(147.00)***	***-***
	School Business Suite Setup / Training					
	On-Site Days (6)		-	12,000.00	-	12,000.00
	Web Hours (243)		-	54,675.00	-	54,675.00
3,4,5	**School Business Suite Data Migrations**					
	Converting Vendor: ESD					
6	**Qmlativ Business Data Migration Bundle**		$ -	$ 20,540.00	$ -	$ 18,486.00
1	***Skyward Promotional Discount***		***-***	***(2,054.00)***	***-***	
	Finance - Standard					
	Payroll - Standard					
	1099M					
	State Reporting					
	Payroll Check - Current Activity					
	Account - Current Activity (Level 1)					
7	Asset		-	12,000.00	-	12,000.00
	Subtotal School Business Suite		***$ 117,235.00***	***$ 97,411.00***	***$ 33,750.00***	***$ 248,396.00***
8	***Total School Business Suite Solution***					***$ 248,396.00***

Pricing detail continued on following page

Pricing Detail, continued from previous page

System Wide Services and Software

	Services	Initial Investment	Services	Full 12-Month Recurring Fees	Total
[9]	Secure Cloud Computing Setup Assistance	$ -	$ 840.00	$ -	$ 840.00
	SmartStart Implementation Service				
	Consultative Services - Business	-	11,025.00	-	11,025.00
	Project Management	-	14,525.00	-	13,280.00
[10]	***Project Management Discount***	-	***(1,245.00)***	-	-
	Subtotal System Wide Services and Software	***$ -***	***$ 25,145.00***	***$ -***	***$ 25,145.00***

Total System Wide Services and Software	***$ 25,145.00***

Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities, located in the US, allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

School Business Suite	**6,200 Students**	**Annual Total**
Gold Package		$ 13,640.00 *

** This is a 36 month contract.*

The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.

Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.

Implementation and Training

Implementation Schedule
Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management
This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training
Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

Customer Success After-Hours Support
Customer Success after-hours support is billed at $225 per hour. This fee applies to all calls that are received outside of normal business hours.

Pricing Footnotes

See Terms and Conditions for revised payment terms. *260875dtc*

[1] *This proposal includes a discount off of the Skyward initial investment and recurring fee.* *PR-9*
This proposal also includes a discount off of the standard data migration fees.
This promotion expires December 31 of the current calendar year.

[2] *Skyward's Professional Development Center (PDC) is included on this proposal. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.*

[3] *The customer is solely responsible for having access to and obtaining all required data from their existing software system. The customer assumes responsibility for utilizing their internal resources (IT, Legal teams, etc.) to obtain said data in order to complete the purchased Data Migrations. Failure to obtain the required data will result in a change order form and require the customer to manually enter the data into Skyward.*

A full database backup is recommended. Normally a full backup will provide Skyward with all the information needed to decipher what each field represents in the data. At a minimum the district is required to provide ASCII Delimited files with data mapping that identifies what data is contained in each file and what each column of data represents. Pricing is based on all data coming from the same system. If data is held in multiple systems additional charges may occur.

The customer is also responsible for completing required verification documents provided by Skyward for each migration. The verification involves specific scenarios to assist Programming and Quality Assurance to support the accuracy of the migrations.

You will need to retrieve this data and provide verification multiple times during the data migration process. It Is important you have this process solidified in order to accomplish these data retrievals and verification postings. A delay in delivery of the data will delay the migration and negatively affect the quality of the migration. This also has negative effects on the training of Skyward with your new users.

Skyward does not offer field mapping for migrations.

[4] *This proposal includes data migrations outside of the Qmlativ Business Data Migration Bundle. Skyward staff will determine the timeline for delivery.*

[5] *Account Balancing Clarification*
Skyward software requires that an account's ending balance for the quarter or year be equal to the opening balance for the next quarter or year. This is an accepted accounting principal and if your data does not meet that requirement Skyward will attempt to determine the discrepancy and if the discrepancy cannot be determined in a timely manner, Skyward will make an offsetting entry to fulfill the requirement. Skyward will clearly identify which account was adjusted and how the adjustment was accomplished. The customer may conduct further research and make a journal entry to eliminate the offsetting entry if desired.

[6] *This proposal includes the Skyward Data Migration Bundle. This data migration package is sold as a bundle. These migrations are nontransferable and nonrefundable.*

[7] *The customer must have 200+ records in order for Skyward to complete this data migration. If fewer than 200 records exist, hand entry will be required.*

[8] *Any applicable third-party product licenses may be subject to an annual increase.*

Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.
Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.

[9] ***Secure Cloud Computing (SCC) Setup Assistance***
Installation/Setup Services
Assistance with 3rd Party Integration Setup

[10] *This proposal includes a Project Management discount. This discount applies when purchasing a core product.*
Future sub module purchases will include standard Project Management fees.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Skyward On-Site Training Policy. *A maximum of 10 people may attend each on-site day unless otherwise noted in this proposal. Should more people attend the training over the numbers stated, the customer will be charged an additional $200 for each person. One day of training consists of 6 hours on-site. On-site days need to be scheduled 3 days in succession.*

Web training *allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*

Cancellation of Training. *Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).*

Finance setup day *included for verification of previously installed conversion data in preparation for live processing. This includes but is not limited to security setup, default parameter settings in the software, verification of printing capabilities, verification of conversion totals on financial reports (balance sheet, revenue and expense, payroll history totals, etc.), verification of code table setup, and random verification of data records in each module converted. Skyward will assist the customer in working through these items so that the customer can verify the accuracy of information before processing begins.*

Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.
You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- State and Federal required reports
- Quarterly customer newsletter
- Product updates throughout the year

Terms and Conditions

- See attached Terms and Conditions page for further information.
  The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
  The License Agreement page must be executed by both Skyward and an authorized representative to be valid.

TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms: 260875dtc

1. **Skyward Initial Investment Fee (if applicable)**
   If Core Sale: 100% payment billed upon installation of software onto Customer's system or access to Skyward data through hosting services, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% payment billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
2. **Professional Services**
   a. **Installation and Training Services**
   If Core Sale: Billed for all training and installation services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.
   All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.
   b. **Project Management / Consultative Services**
   Billed upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.
   c. **Data Migration Fees**
   If Core Sale: Billed for all data migration services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   Data used for the data migration must come from one system.
   d. **Custom Programming / Programming Condition(s) of Sale**
   Billed upon completion.
3. **Skyward Full 12-Month Recurring Fees**
   If Core Sale: Skyward 12-Month Recurring Fees will begin on 10/1/2027 through June 30th or August 31st as designated within the signature section.
   If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 10/1/2027 through June 30th or August 31st as designated within the signature section.
   Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.
4. **Third Party Software, Hardware and Related Services**
   Payment due upon delivery of product and / or services.
5. **Third Party 12-Month Recurring Fees**
   Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.
6. **Scheduling of Installation**
   Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.
7. **Taxes**
   If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: _____

Customer Signature | Printed Name | Date

ev 06/13/2017

SUMMARY OF CHECKS AND WIRES
July 31, 2026

COMPUTERIZED CHECK RUN

EDUCATION

Ed Fund CHECKS V209086-V209157		Ed Fund ACH VA4810-VA4848	
Education	$ 555,442.41	Education	$ 120,248.16
Transportation	$ 4,848.25	Transportation	$ 3,874.40
Debt Service Fund		Debt Service Fund	
Capital Projects	$ 1,373,447.64	Capital Projects	
Life Safety		Life Safety	
Tort Immunity	$ 9,100.00	Tort Immunity	
	$ 1,942,838.30		$ 124,122.56

TOTAL EDUCATION **$ 2,066,960.86**

O&M

O&M CHECKS		O&M Fund ACH	
B39128-B39145	$ 177,146.77	BA724	$ 841.85

TOTAL O&M **$ 177,988.62**

HEALTH

Health Fund CHECKS	Health Fund ACH

TOTAL HEALTH **$ -**

TOTAL COMPUTERIZED CHECK RUN **$ 2,244,949.48**

WIRES

Ed, Bldg, Tort Salary Checks	$	1,766,448.46
Federal Income Tax	$	233,598.00
OASDI/Medicare	$	143,491.52
State Withholdings	$	105,656.27
Teacher's Retirement Systems/IMRF	$	233,352.87
Employee Deductions	$	68,141.76
Benefits Payments		
TOTAL WIRES	**$**	**2,550,688.88**

GRAND TOTAL **$ 4,795,638.36**

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
4810	08/06/2026	ACH	P - 07821	BERRY, NICOLE ELIZABETH	49.45
4811	08/06/2026	ACH	P - 05768	BLEW, MICHELE ARLEEN	141.56
4812	08/06/2026	ACH	P - 18559	BOWER, SARAH ELIZABETH	208.77
4813	08/06/2026	ACH	P - 07818	CLARK, LANCE ROBERT	2,354.40
4814	08/06/2026	ACH	P - 04858	CONAWAY, JEREMY A	208.16
4815	08/06/2026	ACH	P - 97215	DASE, JEFFREY	258.40
4816	08/06/2026	ACH	P - 96673	FUHR, JENNIFER LYNN	107.31
4817	08/06/2026	ACH	P - 97100	HOLTROP, JOCELYN LESLIE	20.95
4818	08/06/2026	ACH	P - 07846	MACKENNA, ELIZABETH A	213.70
4819	08/06/2026	ACH	P - 07744	MATSON, PATRICIA LOUISE	1,188.14
4820	08/06/2026	ACH	P - 97272	MEYERS, LAURA L	24.00
4821	08/06/2026	ACH	P - 02996	ROKOSZ-JUSTIN, MARY KATHRYN	170.19
4822	08/06/2026	ACH	P - 17851	SCOTT, IAN WAYNE	484.00
4823	08/06/2026	ACH	P - 05313	SIERRA-SANDERS, ALICIA A	258.40
4824	08/06/2026	ACH	P - 97287	SOE, MOO KLER	96.06
4825	08/06/2026	ACH	P - 07239	STOCKWELL, JESSICA BROOK	349.01
4826	08/06/2026	ACH	P - 97191	THOMPSON, PAULA JO	57.84
4827	08/06/2026	ACH	P - 05464	VERSLUIS, PATRICK J	129.57
4828	08/06/2026	ACH	P - 97266	WHITING, ANNAKA M	261.82
4829	08/06/2026	ACH	P - 05113	WILLIAMS, LASHANTA	213.78

Total No. of Checks : 20				**Total Amount :**	**6,795.51**

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
209086	07/31/2026	Check	V - 19447	AAA RENTS	2,817.75
209087	07/31/2026	Check	V - 11013	AFSCME COUNCIL 31	1,800.39
209088	07/31/2026	Check	V - 26682	AMANDA BINA	252.32
209089	07/31/2026	Check	V - 26444	AMERITAS LIFE INSURANCE CORP	13,832.43
209090	07/31/2026	Check	V - 26520	ANDERSON REPAIR SERVICE	40.00
209091	07/31/2026	Check	V - 26248	ARTHUR'S GARDEN DELI	355.80
209092	07/31/2026	Check	V - 26302	AUTISM LITTLE LEARNERS	3,085.50
209093	07/31/2026	Check	V - 25667	CERTIFIED CLEANING SERVICES, INC.	1,550.00
209094	07/31/2026	Check	V - 26665	CLEANBROWSING, INC	3,150.00
209095	07/31/2026	Check	V - 26038	CMC NEPTUNE LLC	2,400.00
209096	07/31/2026	Check	V - 26317	COLUMN SOFTWARE PBC	67.08
209097	07/31/2026	Check	V - 26278	COMBINED INSURANCE COMPANY OF AMERICA	911.94
209098	07/31/2026	Check	V - 26487	CORDOGAN CLARK & ASSOCIATES, INC	68,680.18
209099	07/31/2026	Check	V - 26519	COUNTRY STYLE ICE CREAM	1,380.00
209100	07/31/2026	Check	V - 18115	CRISIS PREVENTION INSTITUTE	5,239.00
209101	07/31/2026	Check	V - 26675	DEVEREUX ADVANCED BEHAVIORIAL HEALTH	49.00
209102	07/31/2026	Check	V - 25162	DRAMATIC PUBLISHING COMPANY	493.64
209103	07/31/2026	Check	V - 26614	EAST MOLINE COFFEE COMPANY	2,850.00
209104	07/31/2026	Check	V - 24346	EDUCATIONAL THEATRE ASSOCIATION	330.00
209105	07/31/2026	Check	V - 23428	FIRM SYSTEMS	1,368.00
209106	07/31/2026	Check	V - 10295	C. D. FORD & SONS	1,850.00
209107	07/31/2026	Check	V - 25773	GRAHEK TECHNOLOGY	8,940.00
209108	07/31/2026	Check	V - 10338	GRAINGER	279.49
209109	07/31/2026	Check	V - 25112	HARTMAN PUBLISHING	1,706.22
209110	07/31/2026	Check	V - 26213	HEALTHY ROSTER, INC.	771.47
209111	07/31/2026	Check	V - 11475	HY-VEE FOOD STORE	2,012.29
209112	07/31/2026	Check	V - 19444	IL ALLIANCE OF ADMINISTRATORS	1,580.00
209113	07/31/2026	Check	V - 11230	ILLINOIS ASBO	340.00
209114	07/31/2026	Check	V - 11015	IMRF ACCOUNT	12,189.59
209115	07/31/2026	Check	V - 10441	JOHANNES BUS SERVICE INC.	2,270.73
209116	07/31/2026	Check	V - 26673	K-12 TECH MIDWEST	101,794.00
209117	07/31/2026	Check	V - 12092	KING FOOD SERVICE, INC.	1,976.00
209118	07/31/2026	Check	V - 26427	LA FLAMA	154.00
209119	07/31/2026	Check	V - 25210	LIBERTY MUTUAL SURETY	9,100.00
209120	07/31/2026	Check	V - 23032	MAKING FRIENDS WELCOME SERVICE, INC.	30.00
209121	07/31/2026	Check	V - 23147	METROPOLITAN LIFE INSURANCE COMPANY	336.38
209122	07/31/2026	Check	V - 15666	MIDWEST MAILWORKS, INC.	16.26

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
209123	07/31/2026	Check	V - 16165	VILLAGE OF MILAN	1,000.00
209124	07/31/2026	Check	V - 26677	MYHUB INTRANET SOLUTIONS LIMITED	1,234.20
209125	07/31/2026	Check	V - 21799	NABSE	156.00
209126	07/31/2026	Check	V - 10613	OFFICE MACHINE CONSULTANT	647.35
209127	07/31/2026	Check	V - 24456	ONE STEP INC	6,196.76
209128	07/31/2026	Check	V - 14370	PAR INC	505.00
209129	07/31/2026	Check	V - 26674	PROCARE SOFTWARE, LLC	13,743.00
209130	07/31/2026	Check	V - 26286	RELIANCE STANDARD LIFE INSURANCE COMPANY	8,680.18
209131	07/31/2026	Check	V - 11658	ROCK ISLAND FITNESS AND	419.60
209132	07/31/2026	Check	V - 10721	ROCK ISLAND BOARD OF EDUCATION	26.00
209133	07/31/2026	Check	V - 10722	CITY OF ROCK ISLAND	361.64
209134	07/31/2026	Check	V - 18465	ROCK ISLAND SCHOOL DISTRICT 41	258,013.82
209135	07/31/2026	Check	V - 16979	ROCK ISLAND ROTARY	200.00
209136	07/31/2026	Check	V - 20576	ROYAL IMAGING	162.60
209137	07/31/2026	Check	V - 23239	RUSSELL CONSTRUCTION COMPANY	1,298,421.46
209138	07/31/2026	Check	V - 26540	SCANTRON CUSTOMER #00263975	1,568.64
209139	07/31/2026	Check	V - 24126	SCHOOL DATEBOOKS, INC	1,633.91
209140	07/31/2026	Check	V - 26458	SCHOOL MEDICAID CONSULTING, LLC	325.00
209141	07/31/2026	Check	V - 11244	SHAR PRODUCTS COMPANY	97.02
209142	07/31/2026	Check	V - 25686	SLP TOOLKIT LLC	2,700.00
209143	07/31/2026	Check	V - 26602	SMARTPASS, INC	6,426.04
209144	07/31/2026	Check	V - 24211	SPRING FORWARD LEARNING CENTER	44,897.75
209145	07/31/2026	Check	V - 26508	STRAIGHTERLINE, INC	1,500.00
209146	07/31/2026	Check	V - 15925	SUCCESS BY DESIGN, INC.	1,038.59
209147	07/31/2026	Check	V - 20558	SUN LIFE FINANCIAL	1,562.32
209148	07/31/2026	Check	V - 26031	SWEET SHARDAE	1,200.00
209149	07/31/2026	Check	V - 10828	TEACHER'S DISCOVERY	645.00
209150	07/31/2026	Check	V - 26550	THE CINCINNATI INSURANCE COMPANY	6,346.00
209151	07/31/2026	Check	V - 20539	TRANSITIONS	300.00
209152	07/31/2026	Check	V - 25016	TOBII DYNAVOX	6,089.40
209153	07/31/2026	Check	V - 26492	TRANSITION CURRICULUM INC.	2,000.00
209154	07/31/2026	Check	V - 15380	TRI-STATE TRAVEL	3,000.00
209155	07/31/2026	Check	V - 24370	VISTA LEARNING NFP	14,822.50
209156	07/31/2026	Check	V - 23073	WEST COAST LANYARDS	819.06
209157	07/31/2026	Check	V - 24843	WI SCTF	100.00

Total No. of Checks : 72 **Total Amount : 1,942,838.30**

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
39128	07/31/2026	Check	V - 10409	AT&T	276.65
39129	07/31/2026	Check	V - 12747	B & B HARDWARE	6.99
39130	07/31/2026	Check	V - 26556	CONNOR CO	4.73
39131	07/31/2026	Check	V - 26487	CORDOGAN CLARK & ASSOCIATES, INC	5,775.91
39132	07/31/2026	Check	V - 15593	HUNGRY HOBO	50.95
39133	07/31/2026	Check	V - 11475	HY-VEE FOOD STORE	167.16
39134	07/31/2026	Check	V - 18292	LOWE'S	380.30
39135	07/31/2026	Check	V - 14673	MENARDS, INC.	377.36
39136	07/31/2026	Check	V - 26205	MID AMERICA SALES	600.00
39137	07/31/2026	Check	V - 10428	MIDAMERICAN ENERGY COMPANY	54,068.52
39138	07/31/2026	Check	V - 10722	CITY OF ROCK ISLAND	12,883.54
39139	07/31/2026	Check	V - 18465	ROCK ISLAND SCHOOL DISTRICT 41	44,464.95
39140	07/31/2026	Check	V - 26646	RUSSO POWER EQUIPMENT	154.08
39141	07/31/2026	Check	V - 23326	SHERWIN WILLIAMS	460.63
39142	07/31/2026	Check	V - 23102	SIGNS NOW	25,960.00
39143	07/31/2026	Check	V - 23154	STUARD & ASSOCIATES, INC.	245.00
39144	07/31/2026	Check	V - 26434	WERNER RESTORATION SERVICES, INC	30,000.00
39145	07/31/2026	Check	V - 26574	WINDOW GENIE OF THE QUAD CITIES	1,270.00

Total No. of Checks : 18 **Total Amount : 177,146.77**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2027**
FY Period - Task	**: 1 - A4**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 07/31/2026**
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
4830	08/06/2026	ACH	V - 25525	AMAZON.COM SERVICES, INC.	1,374.02
4831	08/06/2026	ACH	V - 24888	AMPLIFY EDUCATION INC	2,388.32
4832	08/06/2026	ACH	V - 26513	BSN SPORTS LLC	7,895.26
4833	08/06/2026	ACH	V - 10131	CAROLINA BIOLOGICAL SUPPLY	1,138.90
4834	08/06/2026	ACH	V - 25711	CULLIGAN OF DAVENPORT	5.00
4835	08/06/2026	ACH	V - 26543	Droplet Solutions, Inc.	6,300.00
4836	08/06/2026	ACH	V - 12439	ILLINOIS PRINCIPALS ASSOCIATION	775.00
4837	08/06/2026	ACH	V - 26598	J & M HARDWARE INC	86.85
4838	08/06/2026	ACH	V - 26538	KLETT WORLD LANGUAGES INC.	199.05
4839	08/06/2026	ACH	V - 20508	NCS PEARSON INCORPORATED	5,370.00
4840	08/06/2026	ACH	V - 24189	THE OUTHOUSE	115.00
4841	08/06/2026	ACH	V - 25827	PLAK SMACKER	1,259.10
4842	08/06/2026	ACH	V - 24053	PRAIRIE FARMS DAIRY	33,086.06
4843	08/06/2026	ACH	V - 25751	QUALITY CONTROLLED STAFFING, INC.	887.20
4844	08/06/2026	ACH	V - 15821	RENAISSANCE LEARNING, INC.	2,066.47
4845	08/06/2026	ACH	V - 25604	RIVERSIDE INSIGHTS	17,587.50
4846	08/06/2026	ACH	V - 26500	SPECIAL EDUCATION SERVICES	14,381.12
4847	08/06/2026	ACH	V - 26501	SPECIAL EDUCATION SYSTEMS, INC	2,987.20
4848	08/06/2026	ACH	V - 26504	TEACHING STRATEGIES, LLC	19,425.00

Total No. of Checks : 19 **Total Amount : 117,327.05**

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
724	08/06/2026	ACH	V - 26598	J & M HARDWARE INC	841.85

Total No. of Checks : 1 **Total Amount : 841.85**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2027**
FY Period - Task	**: 1 - A5**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 07/31/2026**
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**

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*Swimming State*
Proposed Departure Date	*Nov 12, 2026*
Return Date	*Nov 14, 2026*
Proposer	*Rebecca Brown*
School	*RIHS*
Position	*Head Coach*
Date By Which Response Is Needed	*Nov 07, 2026*
What is the major place to be visited or event to be attended?	*FMC Natatorium Pool*
How is the trip related to the educational program of the District?	*Swimmers have worked all season to make it to state in this sport. This is a chance to represent RI at a high level of competition.*
In what ways will the students benefit?	*Students will have the opportunity to show their skills at the highest level in the state.*
In what ways will the District benefit?	*Students will represent Rock Island in a positive way showing sportsman ship and where hard work can take a student athlete.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Media and social media posts.*
Which students (grade, class, or organization) will be going?	*Any athletes that qualify from sectionals grades 9-12.*
How many students in total?	*TBD*
How many students are currently experiencing academic problems?	*0*
Which staff members will be in charge?	*Rebecca Brown Head Coach*
What previous experience has the staff member had in conducting overnight or extended field trips?	*Cheperone for east coast trip 10 years. State meet for girls 2025 and boys 2026.*
What other staff members will be going?	*TBD*
How many chaperones, in addition to staff	*None*

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*Swimming State*
Proposed Departure Date	*Nov 12, 2026*
Return Date	*Nov 14, 2026*
members, will be going?	
What are their names and affiliations with the students?	*NA*
How many days of school will be missed?	*1.5*
How will teachers be advised in advance that the students will be out of school?	*The student will email or verbally inform teachers.*
How will missed work be made up?	*Students will be responsible for getting work ahead of time of come in afterschool when they return to school.*
What special assistance will be provided to students with academic problems?	*I will be available to help if needed.*
What is the destination?	*FMC Natatorium 275 Plaza Drive, Westmont, IL 60559*
What will be the mode of transportation? What liability insurance does the carrier have?	*Parents will travel with athletes and I will also drive. No bus will be needed.*
Where will the group be housed and fed?	*Hotel Embassy Suits by Hilton Butterfield Road Lombard IL 60148. Meal money will be provided for athletes.*
What enroute or supplementary activities are planned?	*Practice may be held the 12 at NFC Natatorium*
What arrangements have been made for dealing with emergency situations?	*Parents will be present and phone numbers are provided.*
If tour guides are involved, what liability insurance do they carry?	*NA*
What is the estimated total cost and cost per student?	*Hotel is around 140 a night and meal money 30 a day so about $320 per athlete. If more than one athlete does go they will share one room. (2 per room)*
What is the source of funds?	*Athletic Funds and Swimming funds*
How will the funds be collected and safeguarded?	*Coach Rebecca Brown*

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*Swimming State*
Proposed Departure Date	*Nov 12, 2026*
Return Date	*Nov 14, 2026*
How will any shortfall be made up or excess funds used?	*Swimming funds*
What provision has been made for students who are financially unable to pay any necessary costs?	*Swimming funds and parents will help.*
How will you communicate to parents prior to, during, and after the trip?	*Phone and group me app*
List telephone numbers at destination where group will be housed.	*Embassy Suites 630-969-7500*
What information will be provided to the media and the community?	*Results and pictures*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Sharon Williams* on 08/01/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*State Swimming*
Proposed Departure Date	*Feb 25, 2027*
Return Date	*Feb 27, 2027*
Proposer	*Rebecca Brown*
School	*RIHS*
Position	*Head Coach*
Date By Which Response Is Needed	*Feb 20, 2027*
What is the major place to be visited or event to be attended?	*FMC Natatorium Pool*
How is the trip related to the educational program of the District?	*Swimmers have worked all season to make it to state in this sport. This is a chance to represent RI at a high level of competition.*
In what ways will the students benefit?	*Students will have the opportunity to show their skills at the highest level in the state.*
In what ways will the District benefit?	*Students will represent Rock Island in a positive way showing sportsman ship and where hard work can take a student athlete.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Media and social media posts*
Which students (grade, class, or organization) will be going?	*Any athletes that qualify from sectionals grades 9-12.*
How many students in total?	*TBD*
How many students are currently experiencing academic problems?	*0*
Which staff members will be in charge?	*Coach Rebecca Brown*
What previous experience has the staff member had in conducting overnight or extended field trips?	*Cheperone for east coast trip 10 years. State meet for girls 2025 and boys 2026.*
What other staff members will be going?	*TBD*
How many chaperones, in addition to staff	*None*

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*State Swimming*
Proposed Departure Date	*Feb 25, 2027*
Return Date	*Feb 27, 2027*
members, will be going?	
What are their names and affiliations with the students?	*NA*
How many days of school will be missed?	*1.5*
How will teachers be advised in advance that the students will be out of school?	*The student will email or verbally inform teachers.*
How will missed work be made up?	*Students will be responsible for getting work ahead of time of come in afterschool when they return to school.*
What special assistance will be provided to students with academic problems?	*I will be available to help if needed.*
What is the destination?	*FMC Natatorium 275 Plaza Drive, Westmont, IL 60559*
What will be the mode of transportation? What liability insurance does the carrier have?	*Parents will travel with athletes and I will also drive. No bus will be needed.*
Where will the group be housed and fed?	*Hotel Embassy Suits by Hilton Butterfield Road Lombard IL 60148. Meal money will be provided for athletes.*
What enroute or supplementary activities are planned?	*Practice may be held the 25th at NFC Natatorium*
What arrangements have been made for dealing with emergency situations?	*Parents will be present and phone numbers are provided.*
If tour guides are involved, what liability insurance do they carry?	*NA*
What is the estimated total cost and cost per student?	*Hotel is around 140 a night and meal money 30 a day so about $320 per athlete. If more than one athlete does go they will share one room. (2 per room)*
What is the source of funds?	*Athletic Funds and Swimming funds*
How will the funds be collected and safeguarded?	*Coach Rebecca Brown*

Email Address	*rebecca.brown@rimsd41.org*
Type of Trip	*State Swimming*
Proposed Departure Date	*Feb 25, 2027*
Return Date	*Feb 27, 2027*
How will any shortfall be made up or excess funds used?	*Swimming funds*
What provision has been made for students who are financially unable to pay any necessary costs?	*Swimming funds*
How will you communicate to parents prior to, during, and after the trip?	*Phone and group me app*
List telephone numbers at destination where group will be housed.	*Embassy Suites 630-969-7500*
What information will be provided to the media and the community?	*Results and pictures.*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Sharon Williams* on 08/01/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*zach.vroman@rimsd41.org*
Type of Trip	*Boys Varsity Soccer State Finals*
Proposed Departure Date	*Nov 06, 2026*
Return Date	*Nov 07, 2026*
Proposer	*Zach Vroman*
School	*RIHS*
Position	*Head Coach*
Date By Which Response Is Needed	*Oct 19, 2026*
What is the major place to be visited or event to be attended?	*Rockford Guilford High School*
How is the trip related to the educational program of the District?	*Showcasing student-athletes*
In what ways will the students benefit?	*State Finals*
In what ways will the District benefit?	*Showcasing our student-athletes*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Respect throughout the trip*
Which students (grade, class, or organization) will be going?	*Varsity Boys Soccer team*
How many students in total?	*25*
How many students are currently experiencing academic problems?	*N/A*
Which staff members will be in charge?	*Zach Vroman and two assistant coaches*
What previous experience has the staff member had in conducting overnight or extended field trips?	*5 other overnight trips with Boys and Girls Soccer programs*
What other staff members will be going?	*Assistant Coaches*
How many chaperones, in addition to staff members, will be going?	*0*
What are their names and affiliations with the students?	*N/A*
How many days of school will be missed?	*1*

Email Address	*zach.vroman@rimsd41.org*
Type of Trip	*Boys Varsity Soccer State Finals*
Proposed Departure Date	*Nov 06, 2026*
Return Date	*Nov 07, 2026*
How will teachers be advised in advance that the students will be out of school?	*Student-athletes will notify their teachers before leaving*
How will missed work be made up?	*Student-athletes can work on the bus, in the hotel, or complete the work over the weekend.*
What special assistance will be provided to students with academic problems?	*Student-athletes will communicate with the teacher and get help as needed.*
What is the destination?	*Rockford Guilford High School*
What will be the mode of transportation? What liability insurance does the carrier have?	*TBD*
Where will the group be housed and fed?	*TBD*
What enroute or supplementary activities are planned?	*None*
What arrangements have been made for dealing with emergency situations?	*Healthy Roster, phone trees, and Remind are all used to keep parents involved.*
If tour guides are involved, what liability insurance do they carry?	*N/A*
What is the estimated total cost and cost per student?	*$2200 ($88 per student)*
What is the source of funds?	*Athletic Department*
How will the funds be collected and safeguarded?	*Meal money will be handed out by the coach each day/as needed.*
How will any shortfall be made up or excess funds used?	*Head Coach will pay and be reimbursed if needed.*
What provision has been made for students who are financially unable to pay any necessary costs?	*Student-athletes don't need to pay anything other than extra snacks/food.*
How will you communicate to parents prior to, during, and after the trip?	*Remind, social media pages, district communications department*
List telephone numbers at destination where group will be housed.	*TBD*

Email Address	*zach.vroman@rimsd41.org*
Type of Trip	*Boys Varsity Soccer State Finals*
Proposed Departure Date	*Nov 06, 2026*
Return Date	*Nov 07, 2026*
What information will be provided to the media and the community?	*Results of games and highlights of the trip.*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Sharon Williams* on 08/04/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*barlow.mcghee@rimsd41.org*
Type of Trip	*IHSA Post Season*
Proposed Departure Date	*Jan 22, 2027*
Return Date	*Jan 23, 2027*
Proposer	*Barlow McGhee*
School	*RIHS*
Position	*Head Girls Wrestling Coach*
Date By Which Response Is Needed	*Jan 01, 2027*
What is the major place to be visited or event to be attended?	*TBD*
How is the trip related to the educational program of the District?	*Students will be competing for their school in their respected sport*
In what ways will the students benefit?	*Exposure to high level competition and possible college coaches*
In what ways will the District benefit?	*Good publicity*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*When students come back and have qualified for the state tournament*
Which students (grade, class, or organization) will be going?	*Girls Wrestling Team*
How many students in total?	*14*
How many students are currently experiencing academic problems?	*TBD*
Which staff members will be in charge?	*Barlow McGhee/Hunter Aldrich*
What previous experience has the staff member had in conducting overnight or extended field trips?	*Coached girls wrestling last year*
What other staff members will be going?	*Hunter Aldrich*
How many chaperones, in addition to staff members, will be going?	*0*
What are their names and affiliations with the students?	*None*

Email Address	*barlow.mcghee@rimsd41.org*
Type of Trip	*IHSA Post Season*
Proposed Departure Date	*Jan 22, 2027*
Return Date	*Jan 23, 2027*
How many days of school will be missed?	*1*
How will teachers be advised in advance that the students will be out of school?	*Students will email their teachers in advance*
How will missed work be made up?	*Students will email teachers in advance to make sure they have what they need or can make it up when they get back*
What special assistance will be provided to students with academic problems?	*I will have chromebooks available for students to use on the trip*
What is the destination?	*TBD*
What will be the mode of transportation? What liability insurance does the carrier have?	*Utility Bus*
Where will the group be housed and fed?	*TBD*
What enroute or supplementary activities are planned?	*None*
What arrangements have been made for dealing with emergency situations?	*We will have parent contacts as well the trainers contact info*
If tour guides are involved, what liability insurance do they carry?	*None are involved*
What is the estimated total cost and cost per student?	*TBD*
What is the source of funds?	*District funds or I can help students with money*
How will the funds be collected and safeguarded?	*I will safeguard all funds*
How will any shortfall be made up or excess funds used?	*I will make up for whatever is needed or parents that are traveling*
What provision has been made for students who are financially unable to pay any necessary costs?	*I will make up for whatever is needed or parents that are traveling*
How will you communicate to parents prior to, during, and after the trip?	*I will send out info to the parent group chat/email as well have athletes communicate with parents*

Email Address	*barlow.mcghee@rimsd41.org*
Type of Trip	*IHSA Post Season*
Proposed Departure Date	*Jan 22, 2027*
Return Date	*Jan 23, 2027*
List telephone numbers at destination where group will be housed.	*TBD*
What information will be provided to the media and the community?	*Results on how the athletes do*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Sharon Williams* on 08/05/26
Signature of School Board Representative	

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Date: August 11, 2026
Re: PRESS Policy First Reading - Issue 122 | 7:325 Policy Update

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 first reading. 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 122 and policy 7:325 update documentation is attached for this agenda item.

Policy 7:325 Student Fundraising Activities has been reviewed, and an amendment to the student fundraising reporting process is recommended. The current policy, adopted September 12, 2023, includes district specific language requiring an annual fundraising financial report to be provided to the Board of Education by July 1. The recommended change moves the reporting deadline to September 30 to allow sufficient time for all fundraising information to be finalized following the close of the fiscal year.

In PRESS 122, the most substantive policy revision is Policy 7:330, Student Use of Buildings – Equal Access, which has been rewritten to align with the federal Equal Access Act. The revised policy clarifies requirements for providing equal access to school facilities for eligible noncurriculum-related student groups and includes corresponding updates to the related exhibit.

Additional updates to Policies 6:70, 6:80, and 7:130 incorporate recent legal developments regarding religious expression and parental rights in public schools. These revisions reflect new case law and federal guidance concerning student religious expression, curriculum opt-out requests based on religious objections, and equal access protections. These changes are primarily intended to ensure district policies remain consistent with current legal requirements rather than to significantly alter district practice.

Overall, PRESS Issue 122 consists largely of five-year review updates and housekeeping revisions, with only a limited number of substantive policy changes requiring Board attention.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
2:70-E, Checklist for Filling Board Vacancies by Appointment	The exhibit is updated to correct obsolete links to IASB's website and for continuous improvement.
2:120-E3, Resolution to Appoint a Delegate to the Illinois Association of School Boards Delegate Assembly	**NEW.** A new exhibit is created to assist boards with annually appointing a delegate to the IASB Delegate Assembly (DA) and defining the delegate's authority to act on the board's behalf at the DA.
2:220-E1, Board Treatment of Closed Meeting Verbatim Recordings and Minutes	The exhibit is updated in response to a five-year review.
2:220-E3, Closed Meeting Minutes	The exhibit is updated in response to a five-year review.
2:220-E5, Semi-Annual Review of Closed Meeting Minutes	The exhibit is updated in response to a five-year review.
2:220-E8, School Board Records Maintenance Requirements and FAQs	The exhibit is updated in response to a five-year review.
2:230, Public Participation at School Board Meetings and Petitions to the Board	The policy, Legal References, Cross References, and footnotes are updated in response to a five-year review.
3:70, Succession of Authority	The policy is unchanged. The footnotes are updated in response to a five-year review.
4:110-AP2, Bus Driver Communication Devices; Pre- Trip and Post-Trip Inspection; and Bus Driving Comments	The procedure is updated in response to a five-year review. Notice requirements for bus driving comments are clarified.
4:170-AP1, E1, Accident or Injury Form	The exhibit is updated in response to a five-year review.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
4:170-AP1, E2, Memo to Staff Members Regarding Contacts By Media About a Crisis	The exhibit is updated in response to a five-year review.
4:170-AP2, Routine Communications Concerning Safety and Security	The procedure is updated in response to: 1. 105 ILCS 5/27-240(a)(5), renumbered by P.A. 104-391; The renaming of 6:235-E4, *Online Safety Resources*; and Continuous improvement.
4:170-AP4, National Terrorism Advisory System	The procedure is updated in response to a five-year review.
4:175, Convicted Sex Offender; Screening; Notifications	The policy is unchanged. The footnotes are updated in response to a five-year review.
4:180-AP1, School Action Steps for Pandemic Influenza or Other Virus/Disease	The procedure is updated in response to a five-year review.
5:20-AP, Sample Questions and Considerations for Conducting the Internal Harassment in the Workplace Investigation	The procedure is updated in response to a five-year review.
5:40, Communicable and Chronic Infectious Disease	The policy, Legal References, and footnotes are updated in response to a five- year review.
5:40-AP, Communicable and Chronic Infectious Disease	The procedure is updated in response to a five-year review.
5:70, Religious Holidays	The Legal References and footnotes are updated in response to a five-year review.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
5:100-AP, Staff Development Program	**REFORMATTED.** The procedure is updated in response to a five-year review
5:110, Recognition for Service	The policy is unchanged. The footnote is updated in response to a five-year review.
5:130-AP, Email Retention	The procedure is updated in response to a five-year review.
5:140, Solicitations By or From Staff	The policy is unchanged. The footnote is updated in response to a five-year review.
5:185-AP, Resource Guide for Family and Medical Leave	The procedure is updated in response to a five-year review.
5:220-E, Unsatisfactory Performance Report for Substitute Teachers	The exhibit is updated in response to a five-year review.
5:240, Suspension	The policy and footnotes are updated in response to a five-year review. The policy is updated with minor style changes.
5:270-E, Notice of Employment	The exhibit is updated in response to a five-year review.
6:60-AP1, E2, Resources for Biking and Walking Safety Education	The exhibit is updated in response to 105 ILCS 5/27-110, renumbered by P.A. 104-391, and for continuous improvement.
6:70, Teaching About Religions	The Legal References and footnotes are updated in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections. The Legal References are also updated with a minor style change.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
	The footnotes are also updated in response to the U.S. Dept. of Education's *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (2026), and for continuous improvement.
6:70-AP, Teaching About Religions	The procedure is updated in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections.
6:80, Teaching About Controversial Issues	The Legal References, Cross References, and footnotes are updated in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections. The footnotes are also updated in response to Kluge v. Brownsburg Cmty. Sch. Corp., 150 F.4th 792, 813 (7th Cir. 2025), leaving unsettled the issue of whether a district's accommodation of a teacher's religious objection to calling students by their preferred names and pronouns was an undue hardship.
6:120-AP4, Care of Students with Diabetes	The procedure is updated to correct an obsolete link to IASB's website, and for continuous improvement.
6:190, Extracurricular and Co-Curricular Activities	The policy and footnotes are updated to align with the changes made to 7:330, *Student Use of Buildings – Equal Access*, and for continuous improvement.
6:235-E4, ~~Keeping Yourself and Your Kids Safe on Social Networks~~ Online Safety Resources	**RENAMED & REWRITTEN.** The exhibit is renamed and rewritten in response to a five-year review.
7:30, Student Assignment and Intra-District Transfer	The policy and footnotes are updated in response to a five-year review. Minor style updates are made to the policy.
7:60-AP1, Challenging a Student's Residence Status	The procedure is updated in response to a five-year review.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
7:60-AP2, Establishing Student Residency	The procedure is updated in response to a five-year review.
7:60-AP2, E1, Letter of Residence from Landlord in Lieu of Lease	The exhibit is updated in response to a five-year review.
7:60-AP2, E2, Letters of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident	The exhibit is updated in response to a five-year review.
7:60-AP2, E3, Evidence of Non-Parent's Custody, Control, and Responsibility of a Student	The exhibit is updated in response to a five-year review.
7:80, Release Time for Religious Instruction/ Observance	The policy is unchanged. The footnotes are updated in response to a five-year review.
7:130, Student Rights and Responsibilities	The Legal References are updated to include the Equal Access Act, Every Student Succeeds Act, Kennedy v. Bremerton Sch. Dist., and for continuous improvement. The footnotes are updated in response to: U.S. Dept. of Education *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (2026); Kennedy v. Bremerton Sch. Dist., addressing, in part, a student's ability to voluntarily pray alongside a staff member; The Equal Access Act, 20 US.C. §4071(a), requiring districts to give certain non-curriculum related student groups access to district facilities for meetings as a condition of federal funding.

Sharon Williams, Ed.D.
Superintendent of Schools

Policy Number and Title	Revision Descriptions
7:190-E1, Aggressive Behavior Reporting Letter and Form	The exhibit is updated in response to a five-year review.
7:190-E4, Acknowledgment of Receiving Student Behavior Policy and Student Conduct Code	The exhibit is updated in response to a five-year review.
7:200-E1, Short Term Out-of-School Suspension (1-3 Days) Reporting Form	The exhibit is updated in response to a five-year review.
7:240-AP1, Code of Conduct for Extracurricular Activities	The procedure is updated in response to a five-year review.
7:330, Student Use of Buildings – Equal Access	**REWRITTEN.** The policy is rewritten for the reasons stated in the **Equal Access Act** bundle, above.
7:330-E, Application ~~for~~ to Establish Non-curriculum Related Student Groups That Are Not School Sponsored ~~to~~ and Request for Free Use of School Premises for Meetings	**RENAMED.** The exhibit is updated for the same reasons as 7:330, *Student Use of Buildings – Equal Access*, above.
8:10, Connection with the Community	The policy is unchanged. The footnotes are updated with a link to resources on best practices for school board member social media use, and for continuous improvement.
8:70, Accommodating Individuals with Disabilities	The policy, Legal References, and footnotes are updated in response to a five- year review.

Sharon Williams, Ed.D.
Superintendent of Schools

7:325 Student Fundraising Activities	The policy has been revised to have the annual reporting deadline to be September 30.

ISSUE 122
June 2026

Update Memo

Please distribute to board members and appropriate staff.

PRESS

Policy Reference Education Subscription Service

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Next Issue: Fall Legislative Update

Online Instructions

Please follow these four easy steps to log in to PRESS:

1. Go to www.iasb.com and click on the [Member Login] button on the top navigation.
2. Enter your email address and password.
   - If you do not know your password, do not create a new account; reset your password using your district email address. Use the "forgot your password?" link. Make sure to check your spam folder for an email from info@iasb.com, if you do not see it in your email inbox.
   - If you are still having difficulty logging in, please contact your District's Superintendent or Administrative Assistant to make sure you are listed as an authorized user on the District Roster.
   - If you continue to have difficulty signing on to www.iasb.com, please contact Michael Ifkovits at mifkovits@iasb.com.
3. Click the [Hi (Your Name)] button on the top navigator bar. This will bring you to your account page.
4. Under "**Quick Links**," click "**PRESS Login**."

This publication is designed to provide information only and is not a substitute for legal advice from the Board Attorney. If you have any questions, please contact Debra Jacobson, Associate General Counsel and **PRESS** Editor, djacobson@iasb.com; Jeremy Duffy, IASB Deputy Executive Director/General Counsel and Assistant **PRESS** Editor, jduffy@iasb.com; Maryam Brotine, Associate General Counsel and Assistant **PRESS** Editor, mbrotine@iasb.com; or Megan Mikhail, Assistant General Counsel and Assistant **PRESS** Editor, mmikhail@iasb.com.

Two other important components of **PRESS** may be viewed and downloaded from **PRESS Online**: Committee Worksheets and the updated **P**olicy **R**eference **M**anual (**PRM**) pages.

The Committee Worksheets, found by selecting a PRESS *Issue* at the top of the **PRESS Online** Table of Contents, show suggested changes to **PRESS** material by striking out deleted words and underscoring new words, a.k.a. "tracked changes."

Updated **PRM** pages can be found in the IASB POLICY REFERENCE MANUAL Table of Contents. For visual instruction about how to download and use **PRM** pages to update your policy manual, please go to www.iasb.com/policy/ to view the **PRESS** video tutorial located under the header entitled: **PRESS – P**olicy **R**eference **E**ducation **S**ubscription **S**ervice.

For answers to common questions about using **PRESS**, see Q&A: Getting the Most Out of Your PRESS Subscription, available on IASB's website.

PRESS Bundles

Each bundle summarizes the global reasons for changes to all materials that are listed.

Specific details about how each piece of material changed, e.g., legislation, administrative rules, **PRESS** Advisory Board feedback, quality assurance, five-year review items, etc., are explained in numerical order in the **Revisions to Policies, Administrative Procedures, and Exhibits** table (**Revisions Table**) beginning on p. 5.

Please spend time reviewing the **PRESS** Online Committee Worksheets for these materials, which will provide further, more on-the-spot detailed explanations in the footnotes, along with added comment boxes by the **PRESS** Editors when necessary.

IASB Illinois Association of School Boards
Lighting the Way to Excellence in School Governance

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Equal Access Act

Based on feedback from the Ill. Council of School Attorneys, sample policy 7:330, *Student Use of Buildings – Equal Access*, is rewritten to address the need for more guidance regarding what types of student-led groups are permitted free use of school premises under the Equal Access Act. The policy is also updated due to recent case law updates, including E.D. by Duell v. Noblesville Sch. Dist., 151 F.4th 907 (7th Cir. 2025). In E.D. the Court upheld a school's suspension of a noncurriculum related student-led group for failure to abide by certain conditions in its policy. Sample exhibit 7:330-E, *Application to Establish Noncurriculum Related Student Groups That Are Not School Sponsored and Request for Free Use of School Premises for Meetings*, which is renamed, and sample policy 6:190, *Extracurricular and Co-Curricular Activities*, are also updated to align with the changes to sample policy 7:330.

The following **PRESS** materials are updated:

6:190, Extracurricular and Co-Curricular Activities
7:330, Student Use of Buildings - Equal Access – **REWRITTEN**
7:330-E, Application ~~for~~ to Establish Noncurriculum Related Student Groups ~~t~~That Are Not School Sponsored ~~to~~ and Request for Free Use of School Premises for Meetings – **RENAMED**

Teaching About Religions and Controversial Issues

In February 2026, the U.S. Dept. Of Education updated its *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools*. The guidance interprets recent U.S. Supreme Court decisions, including Kennedy v. Bremerton School Dist., 597 U.S. 507 (2022), and Mahmoud v. Taylor, 606 U.S. 522 (2025). In the view of the Department, public school employees can engage in visible, personal prayer, even while students are present. Additionally, considering the Mahmoud decision and the evolving law in this area, boards should work with their board attorneys for guidance on managing notice and opt-out from any instruction that could present a "real threat" to a parent's right to direct the religious upbringing of their child.

The following **PRESS** materials are updated:

6:70, Teaching About Religions
6:70-AP, Teaching About Religions
6:80, Teaching About Controversial Issues
7:130, Student Rights and Responsibilities

PRESS Terminology

What are the meanings of the "AP" and "E" after certain policy numbers?

The **PRESS P**olicy **R**eference **M**anual (**PRM**) is an encyclopedia of sample board policies, administrative procedures, and exhibits. They are all in numerical order for easy reference. **PRESS** recommends that local school districts maintain separate board policy and administrative procedure manuals to help distinguish for the board, staff, students, parents, and community members, the distinction between board documents and staff documents, board work, and staff work.

Policy. The board develops policies with input from various sources like district administrators, the board attorney, and **PRESS** materials. The board then formally adopts the policies, often after more than one consideration.

> **After adoption by the board, each policy should have an adoption date.**

Administrative Procedures. Administrative procedures are developed by the superintendent, administrators, and/or other district staff members. The staff develops the procedures that guide implementation of the policies. Administrative procedures are not adopted by the board, which allows the superintendent and staff the flexibility they need to keep the procedures current. **PRESS** sample procedures are numbered to correspond with the policies that they implement for easy reference. For example, policy 6:190's related administrative procedure is 6:190-AP.

> **Administrative procedures should be dated for implementation by the administrative staff and kept separately from the board policy manual.**

Exhibits. Both board policies and administrative procedures may have related exhibits. Exhibits provide information and forms intended to be helpful to the understanding or implementation of either a board policy or administrative procedure, and they do not require formal board adoption. **PRESS** sample exhibits are numbered to correspond to the related board policy or administrative procedure. For example, Board Policy 2:70 has a related exhibit numbered 2:70-E. Administrative procedure 7:340-AP1 has a related exhibit numbered 7:340-AP1, E.

> **Exhibits labeled with an "E" may provide guidance for board work or staff work. Those providing guidance for board work should be dated for implementation by the board. Those providing guidance for the staff should be dated for implementation by the administrative staff.**
>
> **Administrative procedures exhibits, always labeled with the "AP, E" format, should be dated for implementation by the administrative staff.**

Five-Year Review

PRESS Editors have a quality assurance goal to ensure that a review of each piece of the 1500+ page IASB **PRESS PRM** occurs once every five years. The **PRM** contains approximately 480 separate pieces of material, including policies, administrative procedures, and related exhibits.

The following **PRESS** materials are updated:

2:220-E1, Board Treatment of Closed Meeting Verbatim Recordings and Minutes
2:220-E3, Closed Meeting Minutes
2:220-E5, Semi-Annual Review of Closed Meeting Minutes
2:220-E8, School Board Records Maintenance Requirements and FAQs
2:230, Public Participation at School Board Meetings and Petitions to the Board
3:70, Succession of Authority
4:110-AP2, Bus Driver Communication Devices; Pre-Trip and Post-Trip Inspection; and Bus Driving Comments
4:170-AP1, E1, Accident or Injury Form
4:170-AP1, E2, Memo to Staff Members Regarding Contacts By Media About a Crisis
4:170-AP2, Routine Communications Concerning Safety and Security
4:170-AP4, National Terrorism Advisory System
4:175, Convicted Sex Offender; Screening; Notifications
4:180-AP1, School Action Steps for Pandemic Influenza or Other Virus/Disease
5:20-AP, Sample Questions and Considerations for Conducting the Internal Harassment in the Workplace Investigation
5:40, Communicable and Chronic Infectious Disease
5:40-AP, Communicable and Chronic Infectious Disease
5:70, Religious Holidays
5:100-AP, Staff Development Program – **REFORMATTED**
5:110, Recognition for Service
5:130-AP, Email Retention
5:140, Solicitations By or From Staff
5:185-AP, Resource Guide for Family and Medical Leave
5:220-E, Unsatisfactory Performance Report for Substitute Teachers
5:240, Suspension
5:270-E, Notice of Employment
6:60-AP1, E2, Resources for Biking and Walking Safety Education
6:235-E4, ~~Keeping Yourself and Your Kids Safe on Social Networks~~ Online Safety Resources – **RENAMED & REWRITTEN**
7:30, Student Assignment and Intra-District Transfer
7:60-AP1, Challenging a Student's Residence Status
7:60-AP2, Establishing Student Residency
7:60-AP2, E1, Letter of Residence from Landlord in Lieu of Lease
7:60-AP2, E2, Letters of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident
7:60-AP2, E3, Evidence of Non-Parent's Custody, Control, and Responsibility of a Student
7:80, Release Time for Religious Instruction/Observance
7:190-E1, Aggressive Behavior Reporting Letter and Form
7:190-E4, Acknowledgment of Receiving Student Behavior Policy and Student Conduct Code
7:200-E1, Short Term Out-of-School Suspension (1-3 Days) Reporting Form
7:240-AP1, Code of Conduct for Extracurricular Activities
8:70, Accommodating Individuals with Disabilities

Miscellaneous

The following **PRESS** materials are updated due to legislation, administrative rule, and/or continuous improvement changes, including subscriber feedback.

2:70-E, Checklist for Filling Board Vacancies by Appointment
2:120-E3, Resolution to Appoint a Delegate to the Illinois Association of School Boards Delegate Assembly – **NEW**
6:120-AP4, Care of Students with Diabetes
8:10, Connection with the Community

Progress Report - The contents of this table frequently change.

Topic	Our Response
Senate Bill (SB) 2427 Limits Student Cell Phone Use in Schools If signed into law, SB 2427 will require school boards to adopt a policy by the 2027-2028 school year to significantly limit student use of personal wireless devices in school, including cell phones. Boards that already have a policy limiting use of such devices during a majority of the school day will have the option of delaying adoption of the new policy until the 2031-2032 school year. SB 2427 includes a bell-to-bell ban for grades K-8 (with specific exceptions), but it allows boards to decide if device use will be permitted during lunch and passing periods for high school students.	Affected **PRESS** materials, including sample policy 7:190, *Student Behavior*, will be updated, and new materials will be created, as appropriate, in **PRESS** Issue 123, to be released in the fall.
Ill. State Board of Education (ISBE) Artificial Intelligence (AI) Guidance Expected Soon P.A. 104-399 requires ISBE to develop statewide guidance by July 1, 2026, on the use of AI in K-12 education across nine different areas, including best practices and evaluation of risks associated with AI use in schools.	Affected **PRESS** materials, including sample policy 6:235, *Access to Electronic Networks*, and sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, will be updated in **PRESS** Issue 123, to be released in the fall.
Corrections to Issue 121 Materials: 7:340-AP1 and 7:340-AP1, E1 It recently came to our attention that due to a technical error, the changes previously made to 7:340-AP1, *School Student Records*, and 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*, in **PRESS** Issue 120 were inadvertently not included when these materials were updated again in Issue 121. The changes from Issue 120 have since been properly restored to the Issue 121 materials at **PRESS** Online. If your district downloaded 7:340-AP1 or 7:340-AP1, E1, from **PRESS** Online between the Issue 121 release date (March 31, 2026) and the release of this Issue 122, please re-download these materials to ensure you have the most up-to-date version.	Corrections have been implemented to **PRESS** sample materials 7:340-AP1, *School Student Records*, and 7:340-AP1, E1, *Notice to Parent/Guardians and Students of Their Rights Concerning a Student's School Records*.

PRESS Issue 122 Trivia

127 pages • 28,960 words • 50 PRM materials

75

Certain **PRM** materials in a **PRESS** Issue may be labeled in the **PRESS** Bundles, Revisions Table, and Committee Worksheets with one or more of the following categories:

NEW. This material is brand new to the **PRM**.

DELETED. This material has been deleted from the **PRM**.

RENUMBERED. This material has been assigned a new number within the **PRM**, usually due to the addition of **NEW** material.

RENAMED. The title of the material has been amended.

REWRITTEN. The material has undergone significant revisions. To preserve the readability of the Committee Worksheets, suggested changes are not shown as tracked changes.

REFORMATTED. Non-substantive changes in formatting, e.g., list renumbering, have been applied for consistency throughout the **PRM**. To preserve the readability of the Committee Worksheets, such formatting changes are not reflected as tracked changes.

*__**PRM** Style Update Note:__ For purposes of continuous improvement, the **PRESS** editors are working to improve consistency in the use of italics across the **PRM**. Generally, italics are utilized in the **PRM** to indicate:

- the first instance of a term of art or defined term in a material
- when a term is actually being defined
- **PRM** material titles
- names of publications and government programs
- laws with colloquial names (a/k/a)
- emphasis of a particular word or phrase
- instructions within the body of a material

Specific changes to the italicization of words in the body of a particular policy, procedure, or exhibit are not addressed in the Revisions Table, but they can be found in the Committee Worksheets available at **PRESS** Online.

Revisions to Policies, Administrative Procedures, and Exhibits

Number and Title	Revision Descriptions	
2:70-E, Checklist for Filling Board Vacancies by Appointment	The exhibit is updated to correct obsolete links to IASB's website and for continuous improvement.	☐
2:120-E3, Resolution to Appoint a Delegate to the Illinois Association of School Boards Delegate Assembly	**NEW.** A new exhibit is created to assist boards with annually appointing a delegate to the IASB Delegate Assembly (DA) and defining the delegate's authority to act on the board's behalf at the DA.	☐
2:220-E1, Board Treatment of Closed Meeting Verbatim Recordings and Minutes	The exhibit is updated in response to a five-year review.	☐
2:220-E3, Closed Meeting Minutes	The exhibit is updated in response to a five-year review.	☐
2:220-E5, Semi-Annual Review of Closed Meeting Minutes	The exhibit is updated in response to a five-year review.	☐
2:220-E8, School Board Records Maintenance Requirements and FAQs	The exhibit is updated in response to a five-year review.	☐
2:230, Public Participation at School Board Meetings and Petitions to the Board	The policy, Legal References, Cross References, and footnotes are updated in response to a five-year review.	☐

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

3:70, Succession of Authority	The policy is unchanged. The footnotes are updated in response to a five-year review.	☐
4:110-AP2, Bus Driver Communication Devices; Pre-Trip and Post-Trip Inspection; and Bus Driving Comments	The procedure is updated in response to a five-year review. Notice requirements for bus driving comments are clarified.	☐
4:170-AP1, E1, Accident or Injury Form	The exhibit is updated in response to a five-year review.	☐
4:170-AP1, E2, Memo to Staff Members Regarding Contacts By Media About a Crisis	The exhibit is updated in response to a five-year review.	☐
4:170-AP2, Routine Communications Concerning Safety and Security	The procedure is updated in response to: 1. 105 ILCS 5/27-240(a)(5), renumbered by P.A. 104-391; 2. The renaming of 6:235-E4, *Online Safety Resources*; and 3. Continuous improvement.	☐
4:170-AP4, National Terrorism Advisory System	The procedure is updated in response to a five-year review.	☐
4:175, Convicted Sex Offender; Screening; Notifications	The policy is unchanged. The footnotes are updated in response to a five-year review.	☐
4:180-AP1, School Action Steps for Pandemic Influenza or Other Virus/Disease	The procedure is updated in response to a five-year review.	☐
5:20-AP, Sample Questions and Considerations for Conducting the Internal Harassment in the Workplace Investigation	The procedure is updated in response to a five-year review.	☐
5:40, Communicable and Chronic Infectious Disease	The policy, Legal References, and footnotes are updated in response to a five-year review.	☐
5:40-AP, Communicable and Chronic Infectious Disease	The procedure is updated in response to a five-year review.	☐
5:70, Religious Holidays	The Legal References and footnotes are updated in response to a five-year review.	☐
5:100-AP, Staff Development Program	**REFORMATTED.** The procedure is updated in response to a five-year review	☐
5:110, Recognition for Service	The policy is unchanged. The footnote is updated in response to a five-year review.	☐
5:130-AP, Email Retention	The procedure is updated in response to a five-year review.	☐
5:140, Solicitations By or From Staff	The policy is unchanged. The footnote is updated in response to a five-year review.	☐

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:185-AP, Resource Guide for Family and Medical Leave	The procedure is updated in response to a five-year review.	☐
5:220-E, Unsatisfactory Performance Report for Substitute Teachers	The exhibit is updated in response to a five-year review.	☐
5:240, Suspension	The policy and footnotes are updated in response to a five-year review. The policy is updated with minor style changes.	☐
5:270-E, Notice of Employment	The exhibit is updated in response to a five-year review.	☐
6:60-AP1, E2, Resources for Biking and Walking Safety Education	The exhibit is updated in response to 105 ILCS 5/27-110, renumbered by P.A. 104-391, and for continuous improvement.	☐
6:70, Teaching About Religions	The Legal References and footnotes are updated in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections. The Legal References are also updated with a minor style change. The footnotes are also updated in response to the U.S. Dept. of Education's *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (2026), and for continuous improvement.	☐
6:70-AP, Teaching About Religions	The procedure is updated in response to in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections.	☐
6:80, Teaching About Controversial Issues	The Legal References, Cross References, and footnotes are updated in response to Mahmoud v. Taylor, addressing opt-out from curriculum based on parent religious objections. The footnotes are also updated in response to Kluge v. Brownsburg Cmty. Sch. Corp., 150 F.4th 792, 813 (7th Cir. 2025), leaving unsettled the issue of whether a district's accommodation of a teacher's religious objection to calling students by their preferred names and pronouns was an undue hardship.	☐
6:120-AP4, Care of Students with Diabetes	The procedure is updated to correct an obsolete link to IASB's website, and for continuous improvement.	☐
6:190, Extracurricular and Co-Curricular Activities	The policy and footnotes are updated to align with the changes made to 7:330, *Student Use of Buildings – Equal Access*, and for continuous improvement.	☐
6:235-E4, ~~Keeping Yourself and Your Kids Safe on Social Networks~~ Online Safety Resources	**RENAMED & REWRITTEN.** The exhibit is renamed and rewritten in response to a five-year review.	☐
7:30, Student Assignment and Intra-District Transfer	The policy and footnotes are updated in response to a five-year review. Minor style updates are made to the policy.	☐
7:60-AP1, Challenging a Student's Residence Status	The procedure is updated in response to a five-year review.	☐
7:60-AP2, Establishing Student Residency	The procedure is updated in response to a five-year review.	☐
7:60-AP2, E1, Letter of Residence from Landlord in Lieu of Lease	The exhibit is updated in response to a five-year review.	☐

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:60-AP2, E2, Letters of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident	The exhibit is updated in response to a five-year review.	☐
7:60-AP2, E3, Evidence of Non-Parent's Custody, Control, and Responsibility of a Student	The exhibit is updated in response to a five-year review.	☐
7:80, Release Time for Religious Instruction/ Observance	The policy is unchanged. The footnotes are updated in response to a five-year review.	☐
7:130, Student Rights and Responsibilities	The Legal References are updated to include the Equal Access Act, Every Student Succeeds Act, Kennedy v. Bremerton Sch. Dist., and for continuous improvement. The footnotes are updated in response to: 1. U.S. Dept. of Education *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (2026); 2. Kennedy v. Bremerton Sch. Dist., addressing, in part, a student's ability to voluntarily pray alongside a staff member; 3. The Equal Access Act, 20 US.C. §4071(a), requiring districts to give certain noncurriculum related student groups access to district facilities for meetings as a condition of federal funding.	☐
7:190-E1, Aggressive Behavior Reporting Letter and Form	The exhibit is updated in response to a five-year review.	☐
7:190-E4, Acknowledgment of Receiving Student Behavior Policy and Student Conduct Code	The exhibit is updated in response to a five-year review.	☐
7:200-E1, Short Term Out-of-School Suspension (1-3 Days) Reporting Form	The exhibit is updated in response to a five-year review.	☐
7:240-AP1, Code of Conduct for Extracurricular Activities	The procedure is updated in response to a five-year review.	☐
7:330, Student Use of Buildings – Equal Access	**REWRITTEN.** The policy is rewritten for the reasons stated in the **Equal Access Act** bundle, above.	☐
7:330-E, Application ~~for~~ to Establish Noncurriculum Related Student Groups ~~t~~That Are Not School Sponsored ~~to~~ and Request for Free Use of School Premises for Meetings	**RENAMED.** The exhibit is updated for the same reasons as 7:330, *Student Use of Buildings – Equal Access*, above.	☐
8:10, Connection with the Community	The policy is unchanged. The footnotes are updated with a link to resources on best practices for school board member social media use, and for continuous improvement.	☐
8:70, Accommodating Individuals with Disabilities	The policy, Legal References, and footnotes are updated in response to a five-year review.	☐

Acknowledgement to PRESS Advisory Board

The **P**olicy **R**eference **E**ducation **S**ubscription **S**ervice (**PRESS**) Advisory Board consists of a group of distinguished individuals, from the legal and education field. These individuals dedicate and volunteer their time to provide valuable input and suggestions on **PRESS** Issues. We appreciate their contributions and thank them sincerely.

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Operational Services

Administrative Procedure - Bus Driver Communication Devices; Pre-Trip and Post-Trip Inspection; and Bus Driving Comments

Bus Driver Communication Devices

State law prohibits a school bus driver from operating a school bus while using a cellular radio telecommunication device, which includes a cell phone. It requires each school bus to contain either an operating cellular radio telecommunication device or two-way radio while the school bus driver is in possession of the school bus. The cellular radio telecommunication device or two-way radio must be turned on and adjusted in a manner that would alert the driver of an incoming communication request. 625 ILCS 5/12-813.1(b), (e).

Bus drivers may still have cell phones although they are prohibited from using cell phones or any cellular radio telecommunication device for anything, including personal use, while operating a bus except: (1) in an emergency situation to communicate with an emergency response operator; a hospital; a physician's office or health clinic; an ambulance service; a fire department, fire district, or fire company; or a police department; (2) to call for assistance in the event of a "mechanical breakdown or other mechanical problem;" (3) to communicate with school authorities or their designees about bus operation or the welfare and safety of any passengers on the bus; or (4) when the bus is parked. 625 ILCS 5/12-813.1(c).

Bus/Vehicle Pre-Trip and Post-Trip Inspection [1]

All school bus drivers, whether employed by the School District or private sector school bus company, shall perform each of the following:

1. Comply with the applicable pre-trip inspection of the mechanical and safety equipment on the school bus listed on the *School Bus Driver Pre-Trip Inspection Form* (92 Ill.Admin.Code §§458.1030 and 458.ILLUSTRATION A, *School Bus Driver's Pretrip Inspection Form*). **Note**: 92 Ill. Admin. Code §458.1030(u) requires any variations from the form to be approved by the Dept. of Transportation by calling (217)/ 785-3031 or writing to:

   Vehicle-Inspection Unit Manager
   Ill. Dept. of Transportation, Div. of Traffic Safety
   1340 North 9th St.
   P.O. Box 19212
   Springfield, IL 62794-9212

2. Test the cellular radio communication device or two-way radio and ensure that it is functioning properly before the bus is operated. 625 ILCS 5/12-816.

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[1] 625 ILCS 5/12-816(a) requires districts to have a pre-trip and post-trip inspection policy. Sample policy 4:110, *Transportation*, requires the superintendent or designee to develop the inspection procedures. 23 Ill.Admin.Code §1.510 requires bus drivers to follow this administrative procedure. ~~and~~ 92 Ill.Admin.Code §440.420(h) requires that if a mechanical or electronic child check system is installed, then it must illuminate the interior lights on the bus when the ignition is turned off~~bus drivers to follow this procedure~~. 92 Ill.Admin.Code §1035.45 requires the bus driver's prospective or current employer to notify the Secretary of State whenever the bus driver failed to perform the pre-trip and post-trip inspection process.

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3. Perform a visual sweep for children or other passengers at the end of a route, work shift or workday by:
    a. Activating interior lights of the school bus to assist the driver in searching in and under each seat (625 ILCS 5/12-816(c)), and
    b. Walking to the rear of the school bus/vehicle checking in and under each seat (625 ILCS 5/12-816(a), (b)).

If a mechanical post-trip inspection reminder system is installed, the driver shall comply with the requirements of that system. 625 ILCS 5/12-816(d).

Bus Driving Comments [2]

Each school bus and multifunction school activity bus shall display a sign at the rear, with letters and numerals readily visible and readable, in the following form:

TO COMMENT ON MY DRIVING, CALL [*insert District area code and telephone number*] [3]

Driving comments shall be accepted in the following manner:

1. Calls to comment on school bus driving shall be directed to the Superintendent or designee.
2. The Superintendent or designee shall conduct an internal investigation of the events that led to each complaint. Required for districts that own school buses by 625 ILCS 5/12-821(c)(1).
3. The Superintendent or designee shall inform the commenting party of the results of any investigation and the action, if any, taken to remedy the situation. Required for districts that own school buses by 625 ILCS 5/12-821(c)(2).

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[2] This section applies only to districts that own school buses. 625 ILCS 5/12-821(b). The Ill. Vehicle Code requires school bus owners to display an area code and telephone number at the rear of all buses for the purpose of commenting on school bus driving. Id. at (a). It allows school bus owners who, before 1-1-10, placed a sign without an area code to use that sign until the owner replaces the sign. School bus owners must also establish their own procedures for accepting calls and taking complaints. Id. at (b).

Although not mandatory, best practice for school districts that do not own school buses is to replace the content of this subhead with the following sentences; the procedural expectation should also be included in contracts with private carriers:

> Every comment that a private company receives about a driver must be noted in writing along with the follow-up activity, and a copy sent or emailed to the Superintendent or designee. The Superintendent will communicate regularly with the school bus owner to ensure bus driving comments are accepted and investigated in accordance with State law.

[3] An area code in addition to the telephone number of the school bus owner must be displayed, regardless of whether the owner is a school district or another person or entity. 625 ILCS 5/12-821(a). This sample administrative procedure's language assumes the district owns the school bus.

~~Although not mandatory, school districts that do not own school buses should replace #2 with the following sentences; the procedural expectation should also be included in contracts with private carriers:~~

> ~~Every comment that a private company receives about a driver must be noted in writing along with the follow-up activity, and a copy sent or emailed to the Superintendent or designee. The Superintendent will communicate regularly with the school bus owner to ensure bus driving comments are accepted and investigated in accordance with State law.~~

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Operational Services

Exhibit - Accident or Injury Form [1]

The supervisory staff member must complete this form for submission to the Superintendent whenever any person is injured on District property or at a District-sponsored event.

Name of injured person _____

Date of Birth _____ Telephone _____
Email _____

Address _____

Class, activity, or event _____

Accident location _____

Accident date _____ Time of accident _____

How did the accident occur? (Describe sequence of events) _____

_____

_____

Emergency contact notified? ☐ Yes ☐ No If no, explain why: _____

_____

If yes, provide the following:

Contact name _____ Relationship _____

Time and method of contact _____ By whom _____

Witnesses Information

Name	Address	Telephone	Email

First aid administered? ☐ Yes ☐ No *(please explain)*: _____

If yes, describe first aid administered and by whom: _____

_____

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[1] A completed accident form can provide useful information for examining and evaluating risks as well as defending a lawsuit. Many insurance companies require completion of their own forms, which may be adequate without an additional accident form.

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Supervisor (*please print*)

Supervisor Signature

Date

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Operational Services

Exhibit - Memo to Staff Members Regarding Contacts by Media About a Crisis

If the media attempts to contact you about a death or other crisis, please follow these guidelines:

1. It is perfectly ~~correct~~acceptable to tell a reporter that you would rather not comment on the incident, especially if it has been an emotional strain. Rather than shouting, "No comment" (which could imply that you are trying to hide something), say something like, "~~t~~This incident has affected the school community greatly, and I would prefer to not comment on it." ~~One~~You should then refer the reporter to the Safety Program Coordinator, the person designated for the District's public relations, or other designated spokesperson.
2. According to School Board policy, ~~and~~ the Family Educational Rights and Privacy Act (FERPA), and the Ill. School Student Records Act (ISSRA), the only information about a student that the school is allowed to release is ~~a verification of period of attendance at the school. If the parent/guardian of a student under age 18, or a student aged 18 or older, gives permission, then certain~~ *directory* information (name, address, grade level, participation in sports or activities, awards received, period of attendance in the school, etc. as defined by the District in its procedures implementing Board policy 7:340, *Student Records*), except that the parent/guardian of a student under age 18, or a student aged 18 or older, may prohibit its release ~~may also be released~~. ~~In the event of such approval~~Where no prohibition is on file, ~~that information will be given to the media by~~ the Superintendent or the designated spokesperson may provide that information to the media.
3. Best practice~~s~~ ~~are~~is to avoid specific comments about students, such as the following: "_____ was a B student," "_____ was having trouble in class, and had been referred to the social worker last week," and "_____ was constantly in trouble for dealing drugs and smoking on school grounds." Do not speculate, assume, or hypothesize. If a reporter persists with ~~these~~ questions, say something like, "Board policy prohibits me from specifically commenting on any student. Furthermore, I wish to respect the family's privacy."
4. Do not feel compelled to correct a reporter if a reporter tells you incorrect information. For example, to try and obtain more information, a reporter might say, "I was informed the student was failing…." Refer the reporter to the Safety Program Coordinator, the person designated for the District's public relations, or ~~the~~ other designated spokesperson.
5. For persistent reporters, it may be helpful to acknowledge that you understand that ~~he or she has~~they have a job to do, but you have a job to do as well, and you do not have the authority to comment.
6. If you choose, you may make your own personal comments about how the crisis has affected you. If the incident involved an athlete's death, the coach might say, "_____'s death is very tragic, and the team and I will miss him/her/them."
7. You may also address actions the school is taking to deal with the crisis. For example, you could say, "Although this is a terrible situation, we are fortunate to have a crisis plan to counsel students and faculty who are understandably upset."
8. Do not agree to set up interviews with students. All requests for interviews should be directed to the Safety Program Coordinator, the person designated for the District's public relations, or ~~the~~other designated spokesperson.

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9. Media ordinarily should not be in a school building following a crisis (see *Appendix F: Planning for the Psychological Aftermath of School Tragedy* of the Ill. State Board of Education *School Emergency and Crisis Response Plan Guide*, available at: www.isbe.net/Pages/School-Emergency-and-Crisis-Response-Plan-Guide.aspx). If you are approached by a member of the media in a school building, immediately notify the Building Principal or other administrator.
10. Do not speculate or comment on the cause of death or other crisis, especially in an apparent suicide or murder. Tell reporters that information on the death should be obtained from the police department.
11. Remember, you do not have to answer any questions ~~at all~~ and may choose to simply refer all reporters to the Safety Program Coordinator, the person designated for the District's public relations, or ~~the~~other designated spokesperson.

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Operational Services

Administrative Procedure - Routine Communications Concerning Safety and Security

This procedure's purpose is to identify and organize the District's routine communications to stakeholders regarding safety and security. These routine communications are an integral part of the District's coordinated communication system. Communications to stakeholders that do not concern safety or security are organized with their respective topics.

Form, Memo, or Letter	Explanation
4:15-E1, *Letter to Employees Regarding Protecting the Privacy of Social Security Numbers* 4:15-E2, *Statement of Purpose for Collecting Social Security Numbers* 4:15-E3, *Statement for Employee Manual or District Website Describing the District's Purpose for Collecting Social Security Numbers*	Board policy makes the Superintendent responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. The letter in exhibit 4:15-E1 informs staff members about their obligation to protect the privacy of ~~s~~Social ~~s~~Security numbers. Exhibits 4:15-E2 and 4:15-E3 fulfill the requirement in the Identity and Protection Act to provide a statement of the purposes for which the District is collecting and using ~~s~~Social ~~s~~Security numbers.
4:110-E, *Emergency Medical Information for Students Having Special Needs or Medical Conditions Who Ride School Buses*	The parent/guardian of a student with special needs or medical conditions completes this form to provide information to bus drivers and emergency medical technicians. One copy is kept at the school and another copy on the student's school bus in a secure location. 105 ILCS 5/10-20.35 encourages, but does not require, this communication.
4:170-AP1, E1, *Accident or Injury Form*	This form documents an accident or injury. It provides useful information for examining and evaluating risks. Many insurance companies require completion of their own forms.
4:170-AP1, E2, *Memo to Staff Members Regarding Contacts by Media About a Crisis*	This memo is intended to encourage staff members to refer questions from the media to the District spokesperson to avoid disseminating incomplete or inaccurate information~~,~~ or unintentionally violating student privacy rights.
4:170-AP2, E1, *Letter to Parents/Guardians Regarding Student Safety*	This letter is intended to gain the support and cooperation of parents/guardians concerning the District's safety and security plan. It should align with 4:170-AP1, *Comprehensive Safety and Security Plan*.
4:170-AP2, E2, *Letter to Parents/ Guardians Regarding the Dangers of Underage Drinking*	This letter informs parents/guardians about: (1) the dangers of underage drinking, (2) the prohibition on serving alcohol to minors, and (3) the punishment for

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Form, Memo, or Letter	Explanation
	violating these laws. House Resolution 98-162 encourages, but does not require, this communication.
4:170-AP2, E3, *Letter to Parents/Guardians About Disruptive Social Media Apps; Dangers*	This letter informs parents/guardians about social media apps that can be harmful and disruptive. It describes *hyperlocal* social media apps, e.g., *YikYak*, that use GPS on cell phones to target groups in specific areas; ~~and~~ *temporary* social media apps that offer a false sense of anonymity ~~or a false belief that content disappears after a certain set time limit~~, e.g., ~~*ask.fm* and~~ *Snapchat*; and gaming apps that may present safety risks, e.g., *Roblox*.
4:170-AP2, E4, *Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting*	~~Informing~~ This letter informs parents/guardians about sexting, which may help gain their support and cooperation to end sexting and its resulting disruption to the educational environment.
4:170-AP2, E5, *Notice to Parents/Guardians of Lockdown Drill; Opt-out*	This ~~notification informs~~notifies parents/guardians in advance of any law enforcement lockdown drill addressing a school shooting incident that involves student participation, as required by 105 ILCS 128/20(c), amended by P.A. 103-197.
4:170-AP2, E6, *Letter to Parents/Guardians About Safe Firearm Storage*	This letter informs parents/guardians of the benefits of safe firearm storage for keeping the school community, buildings, and grounds safe.
4:170-AP6, E1, *School Staff AED Notification Letter*	This letter informs staff members of automated external defibrillator (AED) locations and instructions for responding to medical emergencies, as required by 77 Ill.Admin.Code §527.800(b).
4:170-AP6, E2, *Notification to Staff and Parents/Guardians of CPR and AED Video*	This ~~notification informs~~exhibit notifies parents/guardians and staff of the training video on hands-only cardiopulmonary resuscitation and ~~automated external defibrillators~~AEDs available on the Ill. High School Association (IHSA) website. Required by 105 ILCS 25/1.10.
4:175-AP1, E1, *Informing Parents/Guardians About Offender Community Notification Laws*	This ~~notification informs~~exhibit notifies parents/guardians that information about sex offenders and violent offenders against youth is available on the Ill. State Police's website. It is provided during school registration or parent-teacher conferences, as required by 730 ILCS 152/.

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Form, Memo, or Letter	Explanation
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* 6:235-E3, *Online Privacy Statement* 6:235-E4, *Online Safety Resources*	Internet safety is promoted by wide distribution of the District's rules and guidelines and other resources for parents/guardians and students.
6:235-E54, *Children's Online Privacy Protection Act~~Keeping Yourself and Your Kids Safe on Social Networks~~*	Many parents/guardians are unaware that the Children's Online Privacy Protection Act gives them control over the types of information that websites can collect from their children. This document~~'s purpose is to provide information to~~ informs parents/guardians about this Act.
6:250-E, *Resource Person and Volunteer Information Form and Waiver of Liability*	Board policy makes the Superintendent responsible for establishing procedures for securing and screening resource persons and volunteers. This form is completed by an individual who wants to be a resource person and/or volunteer in a school.
7:180-AP1, E2, *Be a Hero by Reporting Bullying*	The District's anti-bullying program seeks to stop bullying and school violence. This exhibit~~'s purpose is to~~ encourages reporting by both witnesses and victims.
7:180-AP1, E3, *Memo to Staff Regarding Bullying*	The District's anti-bullying program seeks to stop bullying and school violence. This exhibit informs staff members about the District's anti-bullying program and its expectations of staff members.
7:180-AP1, E4, *Memo to Parents/Guardians Regarding Bullying*	The District's anti-bullying program seeks to stop bullying and school violence. This exhibit informs parents/guardians of the District's anti-bullying program and encourages them to help the District identify students who are being bullied.
7:180-AP1, E5, *Report Form for Bullying*	The District's anti-bullying program seeks to stop bullying and school violence. This form is completed by the bullying target, witness, or other person and submitted to the Building Principal's office. Its purpose is to expedite bullying reports.
7:185-E, *Memo to Parents/Guardians Regarding Teen Dating Violence*	This memo informs students and their parents/guardians about the Board's policy prohibiting teen dating violence. Required by 105 ILCS ~~110/3.10(b)(5)~~5/27-240(a)(5), renumbered by P.A. 104-391.

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Form, Memo, or Letter	Explanation
7:270-E1, *School Medication Authorization Form*	This form offers a systematic process for parents/guardians to provide notice and instructions to the school nurse or other staff member regarding student use of medications, asthma inhalers, and/or epinephrine ~~injectors~~ during school hours or school-related activities.
7:270-E2, *School Medication Authorization Form - Medical Cannabis*	This form offers a systematic process for parents/guardians to provide notice and instructions to the school nurse or other staff member regarding student use of medical cannabis during school hours or school-related activities.
7:280-E3, *Preventing Staphylococcal Infections for Schools*	This ~~exhibit contains information for~~letter informs students and their parents/guardians and staff members ~~concerning~~ about preventing staphylococcal infections in schools.
7:300-E1, *Agreement to Participate*	This exhibit documents that a student athlete and his or her parent/guardian were informed about the risks inherent in sports and received IHSA's: (1) information about performance enhancing substances testing program, and (2) Concussion Information Sheet. It also asks the parent/guardian for emergency contacts.
7:300-E2, *Certificate of Physical Fitness for Participation in Athletics*	This certificate ~~provides~~ documentsation that the parent/guardian believes that his or her student athlete is in good health and capable of participating in the sport or activity. The parent/guardian also provides a short medical history and current medications for the student athlete.
7:300-E3, *Authorization for Medical Treatment*	Parents/guardians sign this form to authorize medical treatment of their child who is a student athlete.
8:30-E1, *Letter to Parent Regarding Visits to School by Child Sex Offenders*	This exhibit informs parents/guardians that State law restricts when a child sex offender may be on school property. It provides instructions to any parent/guardian who is a child sex offender.
8:30-E2, *Child Sex Offender's Request for Permission to Visit School Property*	A child sex offender uses this exhibit to request permission to visit school property. He or she must provide the reason(s) for seeking permission to visit school property.

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Operational Services

Administrative Procedure - National Terrorism Advisory System

The National Terrorism Advisory System (NTAS) is designed to convey timely information to the American public about terrorist threats. NTAS issues two types of advisories: *Bulletins* and *Alerts*, which are described below:

Bulletins ~~–~~ Communicate current developments or general trends about terrorism threats without necessarily indicating a specific threat. This means a Bulletin provides broad terrorism threat information that allows recipients to quickly take protective measures.

Alerts ~~–~~ Are only issued when specific, credible information about a terrorist threat is available. An Alert may include specific information, if available, about the nature of the threat, including the geographic region, mode of transportation, or critical infrastructure potentially affected by the threat, as well as steps that individuals and communities can take to protect themselves and help prevent, mitigate, or respond to the threat. Alerts carry an expiration date and will be automatically canceled on that date. Updates to an Alert, as well as its~~the~~ cancellation ~~of an Alert~~, will be distributed in the same way as the original Alert.

Alerts will state whether a threat is *elevated* or *imminent* as follows:

A threat is *elevated* if there is no specific information about the timing or target.

A threat is *imminent* if the threat is believed to be specific and impending.

NTAS advisories are issued by the U.S. Dept. of Homeland Security at: www.dhs.gov/national-terrorism-advisory-system.

District Response Measures

The Superintendent or designee is responsible for tracking Bulletins and Alerts and disseminating those that merit administrative review.

After receiving an NTAS advisory, the Superintendent, Building Principal or other appropriate administrator (*administrator*) will review it and determine what response measures, if any, should be taken. To determine the appropriate response, the administrator should assess the threat to District activities for which he or she is responsible and consider reviewing the threat with other administrators and/or public safety officials. A range of potential response measures are listed below in the column entitled **Potential Response Measures in Addition to Any Suggested by the NTAS Advisory**.

The Superintendent and Building Principal(s) should strongly consider closing school(s) and canceling activities whenever there is an imminent threat to the District or one of its buildings.

Response Category	Potential Response Measures in Addition to Any Suggested by the NTAS Advisory
Emergency Planning and Preparedness	Update the ~~s~~School ~~e~~Emergency ~~o~~Operations and ~~c~~Crisis ~~r~~Response ~~p~~Plan (SEOCRP), specifically the emergency and disaster response procedures. See administrative procedure

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Response Category	Potential Response Measures in Addition to Any Suggested by the NTAS Advisory
	4:170-AP1, *Comprehensive Safety and Security Plan*, at Sections G and H. Address critical emergency needs under the direction of public safety officials. Coordinate emergency plans with county, State, and federal agencies. Inventory emergency supplies and equipment. Maintain current emergency communication lists for employees and students. Test alternative communication capabilities. Designate an alternative communications center located off school property. Review parent/guardian notification procedures. Review procedures to reunite students with their parents/guardians should schools close mid-day.
Communication/Activities with Employees	Instruct employees to report suspicious activities or persons to the administrative office. Conduct emergency and disaster response training for all employees. Disseminate emergency communications methods and resources, e.g., where to get information, to employees. Review SEOCRP with all employees. Update employee emergency contact numbers.
Communication/Activities with Students	Instruct students to report suspicious activities or persons to any employee. Conduct school safety drills with students.
Classes and School Activities	Close school(s) early. Cancel classes. Cancel outside activities and field trips. Cancel all activities. Cancel regular and/or extracurricular bus service.
Building and Grounds Security	Reassess facility security measures, e.g., lock exterior doors. Increase building security throughout the school system. Implement visitor control procedures.

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Response Category	Potential Response Measures in Addition to Any Suggested by the NTAS Advisory
	Limit visitor access to school. Prohibit visitor access to school. Prohibit parking near buildings. Request police department to increase patrols around school. Take additional precautions during events and activities, e.g., hiring additional security staff, restricting public access, or canceling the event/activity. In anticipation of a building lockdown, ensure each school building has a reasonable supply of food, drinking water, medical supplies, back-up communication equipment, generator, batteries, etc.
Parent/Guardian Communication	Disseminate emergency communications methods and resources, e.g., where to get information, to parents/guardians and the community. Update student emergency contact numbers. Test parent/guardian notification procedures. Increase communication with parents/guardians and community via website and email distribution. Inform parents/guardians of procedures to reunite students with parents/guardians should schools close mid-day.

Resources

For further information on NTAS (including to access NTAS Bulletins or Alerts, view sample NTAS advisories, sign up to receive NTAS Alerts, or add NTAS Alerts to a website) see: www.dhs.gov/national-terrorism-advisory-system.

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Operational Services

Administrative Procedure - School Action Steps for Pandemic Influenza or Other Virus/Disease

Building a strong relationship with the local health department and emergency medical agencies is critical for developing a meaningful school action plan to address pandemic influenza (flu) or other viruses/diseases. The key planning activities in this checklist should build upon the ~~School~~ District's existing contingency plans.

The following is a list of important step-by-step actions school officials should take before a pandemic flu or other virus/disease outbreak. This list needs to be repeated when an outbreak has several cycles or waves.

Prior to Outbreak/Preparedness and Planning Phase

Actor	Action
Superintendent or designee	Identify Pandemic Planning Team to operate as a Superintendent Committee that includes one or two School Board members, administrators, and staff members.
Superintendent and School Board	Identify, modify, and monitor relevant policies that a pandemic may possibly affect, including but not limited to: 1:20, *District Organization, Operations, and Cooperative Agreements* 2:20, *Powers and Duties of the School Board; Indemnification* 2:70, *Vacancies on the School Board - Filling Vacancies* 2:200, *Types of School Board Meetings* 2:220, *School Board Meeting Procedure* 3:70, *Succession of Authority* 4:130, *Free and Reduced-Price Food Services* 4:180, *Pandemic Preparedness; Management; and Recovery* 5:35, *Compliance with the Fair Labor Standards Act* 5:40, *Communicable and Chronic Infectious Disease* 5:180, *Temporary Illness or Incapacity* 5:185, *Family and Medical Leave* 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* 6:20, *School Year Calendar and Day* 6:60, *Curriculum Content* 6:120, *Education of Children with Disabilities* 6:150, *Home and Hospital Instruction* 7:70, *Attendance and Truancy* 7:280, *Communicable and Chronic Infectious Disease*

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Actor	Action
	8:100, *Relations with Other Organizations and Agencies*
Superintendent or designee and Pandemic Planning Team	Begin review and use of the following publications: For flu season: *School District (K-12) Pandemic Influenza Planning Checklist* at:[1] www.idph.state.il.us/pandemic_flu/school_guide/sppg_checklist.pdf. For MPox: *Human Mpox Virus Interim Guidance for Schools* at: https://dph.illinois.gov/topics-services/diseases-and-conditions/mpox/guidance/school-guidance.html For ~~COVID-19~~infections, generally: ~~**Interim Guidance for Administrators of US K-12 Schools and Child Care Programs**~~*Preventing Spread of Infections in K-12 Schools* at: www.cdc.gov/children-and-school-preparedness/infection-prevention/index.html~~www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html~~. Review and ensure a succession of authority plan exists in case Board members, administrators, and/or others are unable to fulfill duties during the pandemic. Succession plans for Board members unable to fulfill duties during the pandemic may create a vacancy on the Board. Discuss the issues of succession plans for elected officials with the Board Attorney. See Board policies 2:70, *Vacancies on the School Board - Filling Vacancies*, and 3:70, *Succession of Authority*. Work with local health and emergency preparedness officials. They may want to use the schools to disseminate information to families about a crisis. Train employees about the Fair Labor Standards Act~~FLSA~~, overtime, and recordkeeping requirements necessary to work during a pandemic while the District is closed. Open communications with employee unions regarding "wages, hours and terms and conditions of employment" during a pandemic.~~[2]~~

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The footnotes should be removed before the material is used.

[1] This comprehensive checklist was prepared by the U.S. Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC), a major operating component of HHS. School districts play an integral role in protecting the health and safety of their staff, students, and families. The HHS and CDC developed this checklist to assist school districts in developing and/or improving plans to prepare for and respond to a flu pandemic.

~~[2] During the COVID-19 pandemic, the Governor and the Ill. State Board of Education (ISBE) issued many directives and/or guidance. See the Ill. Gov., ISBE, Ill. Association of School Admin., Ill. Principals Assoc., Ill. Ed. Assoc., and Ill. Fed. of Teachers Joint Statement *(Joint Statement)* at: www.isbe.net/Documents/Joint-Statement-Updated%203-27-20.pdf.~~

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Actor	Action
	Address policies for employee absenteeism, identifying critical job functions, plans for alternate coverage, and return-to-work policies as well as disease symptom recognition. [3] Ensure resources for nurses and staff to receive training and personal protective equipment to identify flu or other pandemic disease symptoms. For flu reporting, see administrative procedure 4:180-AP2, *Pandemic Influenza Surveillance and Reporting*. Remember that a person who is infected does not show symptoms right away, but children becoming ill may show different behavior than usual, such as eating less or being irritable. Knowing the differences between seasonal and pandemic flu is also critical to pandemic preparedness. ~~A fact sheet is available at:~~See https://dph.illinois.gov/topics-services/diseases-and-conditions/respiratory-disease/diseases/influenza/pandemic-flu.html~~www.cdc.gov/flu/pandemic-resources/basics/about.html~~. Train staff to protect themselves from occupational exposure to flu or other disease through workplace *social distancing* based upon the Occupational Safety and Health Administration's (OSHA) *Guidance on Preparing Workplaces for an Influenza Pandemic*,[4] which may be found at: www.osha.gov/pandemic-influenza. Ensure that **Standard Surveillance** disease recognition procedures are in place and implemented. See administrative procedure 4:180-AP2, *Pandemic Influenza Surveillance and Reporting*. For flu, encourage the use of simple non-medical ways to reduce the spread of flu by *cough and sneeze etiquette* and cleansing of hands and work areas. For ~~COVID-19~~infections, generally, see *Preventing Spread of Infections in K-12 Schools* at: www.cdc.gov/children-and-school-preparedness/infection-prevention/index.html~~the **Interim Guidance for Administrators of US K-12 Schools and Child Care Programs**, *When there is no community transmission (preparedness phase)* section at:~~

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[3] This is an item on which collective bargaining may be required. Any matter 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 matter involves an inherent managerial right.

~~During the COVID-19 pandemic, the Governor and ISBE issued many directives and/or guidance about employees. See the *Joint Statement* (f/n2, above) and multiple IDPH-ISBE joint workplace health and safety guidance documents at: www.isbe.net/coronavirus.~~

[4] U.S. Dept. of Labor, Occupational Safety and Health Administration, OSHA 3327-02N, 2007. The handbook provides a general overview of pandemic preparedness related to OSHA standards. It does not alter or determine compliance responsibilities in OSHA standards or the Occupational Safety and Health Act of 1970. Because interpretations and enforcement policy may change over time, consult current OSHA administrative interpretations and decisions by the Occupational Safety and Health Review Commission for additional guidance on OSHA compliance requirements.

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Actor	Action
	~~www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html~~. Decide to what extent the District will encourage or require students and staff to stay home when they are mildly ill. Some parents/guardians may need to be more cautious in keeping their students out of school. Identify students who have a greater risk of infection and are most vulnerable to serious illness. Review their health needs and encourage those families to talk with their health care providers. Assess nutritional assistance needs for students who receive free and reduced-price food programs. For more information about providing continuity of meal distribution for students eligible for reimbursable meals, see Q & A #5 at: www.isbe.net/Documents/usda_qa072309.pdf and monitor for any Ill. State Board of Education (ISBE) guidance ~~ISBE's nutrition page specific to managing COVID-19 issues~~ at: www.isbe.net/nutrition. Through consultation with the Regional Office of Education or Intermediate Service Center and local authorities, develop strategies for remote learning through collaborative agreements (television or other local cable stations, teleconferencing, electronic instructional resources, etc.). 105 ILCS 5/10-30~~, added by P.A. 101-643~~ and see administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*. Educate staff, students, and parents/guardians about the differences between the various types of flu, other viruses, and/or other diseases, best hygienic practices to prevent them, and what could occur in a pandemic. See **Sample Parent Letter #1, Preparation and Planning** at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_ltr_preparation.pdf. Also see, **Preparing for the Flu** at: ~~www.cdc.gov/h1n1flu/school/toolkit/pdf/schoolflutoolkit.pdf and~~www.dph.illinois.gov/topics-services/diseases-and-conditions/influenza#publications-publications-influenza. Review Sections IV and V of **School Guidance During an Influenza Pandemic** at: www.idph.state.il.us/pandemic_flu/schoolguide.htm.

Outbreak of Flu or Other Virus/Disease

Actor	Action
Superintendent or designee	~~Depending upon the type of virus/disease:~~ ~~For COVID-19, review the *Interim Guidance for Administrators of US K-12 Schools and Child Care Programs* at:~~ ~~www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html~~.

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Actor	Action
	For flu, consider issuing **Sample Parent Letter # 2, First Bird Case** at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_ltr_bird.pdf. Begin Heightened Surveillance responses. See administrative procedure 4:180-AP2, *Pandemic Influenza Surveillance and Reporting*. Issue **Sample Parent/Guardian Letter #3, Illinois/Regional Cases**, informing parents/guardians that some students are sick but schools remain open, include tip sheets and information resource list. A sample letter is at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_il_cases.pdf. **Note**: If this sample is used for another infection, such as COVID-19, amend it with those specifics.
Pandemic Planning Team	When a confirmed case has entered a school, regardless of community transmission, work with the local health department to issue a press release announcing that schools will remain open, if applicable, and advising parents/guardians to prepare. A sample, titled **Schools Open**, is at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_media_open.pdf. **Note**: If this sample is used for another infection, such as COVID-19, amend it with those specifics.
Building Principal	Post flu or other virus/disease prevention signs on campuses. See Section V of **School Guidance During an Influenza Pandemic** at: www.idph.state.il.us/pandemic_flu/schoolguide.htm. For infections, generally, see *Preventing Spread of Infections in K-12 Schools* at: www.cdc.gov/children-and-school-preparedness/infection-prevention/index.htmlCOVID-19, see **~~Promoting Behaviors that Reduce Spread subhead in the CDC's Considerations for Schools at:~~** ~~www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html, including a handwashing etiquette example at: www.cdc.gov/handwashing/when-how-handwashing.html~~.

Expansion of the Outbreak

Actor	Action
Local Health Department	Issue epidemic statement to general public.
Superintendent or designee	For flu, begin **Intensive Surveillance** responses. See administrative procedure 4:180-AP2, *Pandemic Influenza Surveillance and Reporting*.

Continued Expansion of the Outbreak

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Actor	Action
Local Health Department	Evaluate the need for school closure with local school officials.
Superintendent or designee	In consultation with local health department, emergency management agencies, and Regional Office of Education, close school(s). Issue press release. A sample, titled **School~~s~~ ~~Closed~~Closures**, is at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_media_closed.pdf. **Note**: If this sample is used for ~~COVID-19~~another type of infection, such as COVID-19, amend it with those specifics. Issue **Sample Parent Letter #4, School Closures**. A sample is at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_closures.pdf. **Note**: If this sample is used for another type of infection, such as COVID-19, amend it with those specifics.
School Board and/or Superintendent	Cancel any non-academic events.

Following the Outbreak

Actor	Action
Local Health Department	Evaluate the advisability of opening school(s) with school officials.
Superintendent or designee	Issue press release that schools are open. Issue **Sample Parent Letter #5, Schools Reopen**. A sample is at: www.idph.state.il.us/pandemic_flu/school_guide/sppg_reopening.pdf. **Note**: If this sample is used for another type of infection, such as COVID-19, amend it with those specifics.
Pandemic Planning Team	Continue communicating with local health department.
Superintendent or designee	For flu, return to **Heightened Surveillance** response. See administrative procedure 4:180-AP2, *Pandemic Influenza Surveillance and Reporting*. Begin checklist again if an outbreak recurs.

Local Health Department: [5]

Name

Regional Office of Education:

Name

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[5] For a local health department director, see www.cdc.gov/public-health-gateway/php/communications-resources/health-department-directories.html ~~www.cdc.gov/publichealthgateway/healthdirectories/index.html~~.

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Address	Address
Telephone	Telephone

Emergency Management Agencies:

Name	Name
Address	Address
Telephone	Telephone

Important Resources

ISBE and the Ill. Dept. of Public Health (IDPH) released a publication titled *School Guidance During an Influenza Pandemic*, December 2006 at:

www.idph.state.il.us/pandemic_flu/schoolguide.htm.

The resource is meant to guide and supplement, not replace, school districts' existing plans.

Further information on pandemic flu can be found by calling 1-800-CDC-INFO or at the following websites:

https://dph.illinois.gov/topics-services/diseases-and-conditions/respiratory-disease/diseases/influenza/pandemic-flu.html

www.cdc.gov/flu/pandemic-resources/index.htm

www.cdc.gov/flu

www.redcross.org

Further information on COVID-19 is subject to continual change. Follow the HHS/CDC and IDPH websites or call 1-800-CDC-INFO.

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General Personnel

Administrative Procedure - Sample Questions and Considerations for Conducting the Internal Harassment in the Workplace Investigation

State and federal law prohibit harassment on the basis of an individual's actual or perceived ~~race, religion, national origin, sex (including pregnancy), sexual orientation, age, citizenship status, work authorization status, disability, or other~~ protected status, as identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. ~~For the purpose of this procedure, sexual harassment includes harassment on the basis of sexual orientation, which means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity.~~

Pre-Investigation Considerations

Can the investigation be handled internally or should an external investigator be hired? [1]

Ensure that the internal investigator is qualified to conduct the investigation and the investigation can be done correctly.

The following issues should be addressed if the investigation will be handled by the District:

1. Discuss confidentiality with the complainant. Consider and explain how requirements as an employer in the public sector (subject to open records requests and other transparency laws) may impact the investigation practices and confidentiality protocols.
2. Consider whether to take immediate measures for the protection of the complainant or the alleged victim. Separating the complainant from the accused may be necessary to guard against continued harassment or potential retaliation.
3. Create an investigation plan. The plan should include a scope and objectives that clearly identify the issue(s) and policy violation(s) alleged to have occurred.
4. Establish methods to use in the investigation e.g., witness list, sources of evidence, interview questions, a process for documentation of interview notes, etc. and create a timeline for the investigation.

Investigation Considerations and Questions

The person charged with conducting the internal harassment investigation must ascertain: (1) if the alleged conduct occurred; (2) if the conduct was unwelcome; (3) if the harassing conduct was based on any protected status of the complainant; and (4) whether the harassment created a hostile environment in that it had the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment. The questions that follow are designed to help the investigator uncover this evidence. ***The questions below serve as a general sample; they are not all-inclusive, and the exact questions must be designed for the specific allegations in each case***.

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[1] See f/n 19 of sample policy 2:260, *Uniform Grievance Procedure*, for discussion of appointing an outside investigator.

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Did the alleged conduct occur?

Investigators should consider a number of factors in evaluating whether the complained of conduct occurred, such as:

1. The level of detail provided by the complainant/witness. In certain cases, a witness's ability to recall information may be impacted by past trauma. Consider the use of a trauma-informed approach in these circumstances. [2]
2. The consistency within and between a witness's statement(s).
3. The consistency between the witness's statements and those of other witnesses.
4. Corroborating witnesses and other evidence.
5. Body language/eye contact of the witness. In certain cases, the manner of a complainant's body language/eye contact during an interview may be attributable to the complainant's discomfort, rather than a lack of truthfulness.
6. The existence of a pattern of similar past behavior/harassment complaints involving the alleged harasser.
7. ~~Does~~ Whether the witness has~~ve~~ reason to be untruthful, such as a financial, social, reputational, or other personal stake in the outcome.~~?~~
8. Any corroborating documentation of the alleged conduct.

Is the conduct complained of unwelcome?

Unwelcome conduct is that verbal or physical conduct which the employee did not solicit or incite and that which the employee regarded as undesirable or offensive. The Equal Employment Opportunity Commission (EEOC) evaluates the issue of whether conduct was welcome on a case-by-case basis, considering the totality of the circumstances. The wise investigator will do the same.

Below are sample questions that can be used to formulate actual questions for this part of the investigation.

1. Who is the alleged harasser? What is the alleged harasser's name? Is the alleged harasser a co-worker or a supervisor?
2. Is the conduct complained of physical, verbal, and/or committed using an electronic device, such as, through email, text message, or a social ~~networking website~~media platform? Obtain relevant details for each incident (the Five W's: Who, What, Where, When, and Why).
3. If physical, describe with specificity the nature of the physical conduct. Inquire into all locations on the complainant's body that were touched and ask when, how often, how the complainant was approached, who witnessed the physical conduct, and where was the complainant when the conduct took place? Did the physical conduct involve an injury to or destruction of the complainant's possession(s) and, if so, what was the property, what was the nature of the injury, when did it happen, and where is the property now?
4. If the unwelcome conduct was verbal, what was stated, when, how often, where were the parties when the statements were made, and who witnessed the statements being made?
5. If the conduct was committed using an electronic device, e.g., through email, text message, or social ~~networking website~~media platform, what was stated, where, when, how often, who saw

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[2] For resources on a trauma-informed approach, see *SAMSA's Concept of Trauma and Guidance for a Trauma-Informed Approach* (Oct. 2014), at: www.nctsn.org/sites/default/files/resources/resource-guide/samhsa_trauma.pdf~~www.store.samhsa.gov/product/SAMHSA-s-Concept-of-Trauma-and-Guidance-for-a-Trauma-Informed-Approach/SMA14-4884~~, and www.sakitta.org/toolkit/index.cfm~~www.sakitta.org/toolkit/index.cfm?fuseaction=topic&topic=10~~.

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it? Does the complainant still have access to the emails or , ~~text~~ messages~~, or social networking websites~~ for the investigator's review?

6. Did the complainant or any of the witnesses retain any evidence of the offensive conduct such as a picture, email message, text message, or video or audio recording?
7. Was a complaint or protest made to anyone employed by the District or to anyone else? If so, to whom did the complainant complain, when was the complaint made, what was stated therein, and were there any witnesses to this or these complaints?
8. What was the complainant's response to the conduct? Did the complainant tell the alleged harasser to stop? Did the complainant complain to others about the alleged harasser's behavior? Did the complainant ask co-workers, supervisors or managers to make the harassment stop? If so, obtain all relevant details (the Five W's).
9. Did the complainant engage in any conduct with the alleged harasser that could have encouraged the alleged harasser's behavior? If so, what was the conduct, when and where did it occur, how often and who witnessed it?
10. Did the complainant make the alleged harasser aware at the point when the conduct became unwelcome? If so, when, how was this done, what was communicated to the alleged harasser, and were there any witnesses?
11. Did the complainant complain about the harassment to the alleged harasser, to the complainant's or alleged harasser's supervisors, other managers or others? If so, when were the complaints made, what was said, who was present, and what was the response to each complaint?
12. If no prior complaints about the alleged harassment were made, why not?
13. What other actions, if any, did the complainant take to indicate to the alleged harasser that the alleged harasser's conduct was unwelcome?
14. If they lack knowledge about the harassment, did co-workers, supervisors or managers notice any changes in complainant's behavior at work or in the alleged harasser's treatment of the complainant?
15. Has the alleged harasser been accused of harassment by other employees? If so, when, and were the allegations investigated? If so, what was the result of the investigation, and what was management's response, i.e., what remedy was imposed?

Did the work environment become hostile?

To ascertain whether unwelcome conduct creates an unlawful *hostile environment*, the major inquiry is whether the conduct had the purpose or effect of unreasonably interfering with an individual's performance or creates an intimidating, hostile, or offensive working environment. In the sexual harassment context, trivial or annoying conduct such as sexual flirtation or innuendo or vulgar language would probably not establish a hostile environment, but in certain circumstances the conduct when viewed in the aggregate can establish a hostile environment. The challenged conduct must substantially affect the work environment of a reasonable person for a violation to be found.

Consider the following additional questions for this part of the inquiry:

1. What effect, if any, did the alleged harassment have upon the complainant's ability to perform the complainant's job?
2. What effect, if any, did the alleged harassment have upon the complainant's mental or physical health or well-being? Was medical treatment/therapy sought?
3. Even if the alleged harassment had little, or no effect on the complainant's work performance or well-being, is there evidence, e.g., verbal or written comments, that the alleged harasser intended the conduct to have that effect?

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4. **Additional question for sexual harassment complaints**: What was the sexual character of the work environment before the complainant entered the environment? Were sexual comments and actions common? If so, what types, when did they occur? Who was involved? Supervisors? Co-workers?
5. Did the character of the workplace change after complainant joined the workplace? If so, how? What was complainant's behavior? How did the alleged harasser and other co-workers or supervisors respond to complainant's behavior?
6. Was the complaint of verbal or physical behavior directed at persons other than complainant? If so, who were they? What conduct was directed towards them, when, how frequently, who was present, where did it occur, and who witnessed it? How did these persons react to the physical or verbal conduct?
7. Did the alleged harasser single out the complainant? If so, how, when, where, and why?
8. Did others join in perpetrating the harassment? If so, who? What was done; when, where, who witnessed the conduct, and were others harassed too?
9. If the complained of conduct was verbal, what were the remarks? Were they hostile and derogatory? What was the frequency and context of the comments? Were the parties inside or outside of the workplace when the comments were made?
10. Was the alleged harassment observed by supervisors, managers, or other co-workers? If so, by whom, when, where, and what was observed?
11. Was the alleged harassment observed by former employees or others outside the workplace? If so, by whom, when, where, and what was seen?

Was the harassment committed by a supervisor?

The employer will be held responsible for acts of harassment committed by the employee's supervisor, meaning someone who was authorized by the employer to have authority over the complainant's terms and conditions of employment. To investigate harassment committed by the complainant's supervisor, include questions such as the following:

1. What conduct is the supervisor accused of? When, where, how often did it occur, and who observed?
2. Was the supervisor authorized to grant or deny tangible job benefits to the complainant? If so, what was the scope of that authority and what documents evidence it? If not, were the supervisor's recommendations concerning the complainant's terms and conditions of employment typically or routinely followed?

Was the harassment *quid pro quo* (do this for that)?

An employer will be held responsible for acts of *quid pro quo* sexual harassment, meaning that tangible job benefits were either (1) conditioned on submitting to sexual favors, or (2) denied because of the complainant's rejection of a sexual advance or request for sexual favors. *Quid pro quo*-type harassment can also occur in other contexts, such as religious discrimination, for example, if a person is required to abandon or alter his or her religious practice as a condition of employment.

1. How was the complainant's employment affected by the alleged harassment? Was the complainant denied a salary increase, a promotion, a job transfer, etc.? If so, when?
2. Was the complainant treated differently from similarly situated employees in regard to the denied salary increase, promotion, job transfer, etc.? If so, who was treated differently by this same supervisor?
3. What other management employees were involved in decisions to grant or deny the tangible job benefit(s) to the complainant? Did they have knowledge of the sexual conduct?

After reviewing your notes and asking any final clarifying questions:

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1. Ask if there is anything else that you should know.
2. Ask if there is anyone else you should speak to.
3. Remind the witness to contact you if they recall anything additional, witness anything concerning, or see any evidence of retaliation.

Investigation Report Considerations

Once the investigation is complete, evaluate all the information, prepare an investigation report outlining findings, make a formal determination of whether the accused violated any policies, and provide recommendations for corrective actions. Note the limitations on confidentiality of investigation reports and consider the potential that it may have to be produced to third parties in certain circumstances.

The investigation report list below serves as a general sample; it is not all-inclusive and the exact contents of the report must be designed for the specific allegations in each case. The investigative report should include:

1. Explanation of why the investigation was initiated, including dates and any relevant background.
2. All parties involved in the investigation: names, titles, and their role (complainant, witness, etc.).
3. Factual and credibility findings, including sources referenced (witness statements, documents, photographs, etc.).
4. District policies or procedures and their applicability to the investigation.
5. Specific conclusions (with evidence to support).
6. Names and titles of those responsible for making the final determination.
7. Issues that could not be resolved and reasons why.
8. Recommended actions and follow-up.

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General Personnel

Administrative Procedure - Communicable and Chronic Infectious Disease

The following procedures will be implemented when a District employee has a communicable and/or chronic infectious disease. A copy of the procedures will be given to the employee.

The District shall not discriminate against an employee disabled by a communicable or chronic infectious disease. An employee with a communicable and/or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions.

Evaluation of the Employee's Condition

1. The employee who has or is suspected of having a communicable and/or chronic infectious disease is encouraged to self-report to~~inform~~ the Superintendent immediately.
2. Upon having knowledge of a known or suspected case of a communicable and/or chronic infectious disease, the Superintendent or designee:
   a. Notifies the *local health authority*[1] as required by 77 Ill.Admin.Code §690.200 and within the time frames required by 77 Ill.Admin.Code §690.100, and
   b. Follows directions for temporarily excluding an employee from school according to local health authority direction and 77 Ill.Admin.Code Part 690. See also Exhibit 7:280-E2, *Reporting and Exclusion Requirements for Common Communicable Diseases*, identifying the diseases for which there is mandatory reporting.
3. The Superintendent will inform the Communicable and Chronic Infectious Disease Review Team (CCIDRT) within three days. [2]
4. The ~~Communicable and Chronic Infectious Disease Review Team~~CCIDRT will meet within three days to:
   a. Meet with the employee or a member of the employee's family to review the status of the employee's health, and
   b. Evaluate the employee and submit a written report with recommendations to the Superintendent.
5. The School Board will receive a report, both written and verbal, of the ~~Communicable and Chronic Infectious Disease Review Team~~CCIDRT's evaluation from the Superintendent.

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[1] The *local health authority* is a full-time official health department, as recognized by the Ill. Dept. of Public Health (IDPH), having jurisdiction over a particular area, including city, village, township, and county boards of health. If there is not a local health authority recognized by the Ill. Dept. of Public Health (IDPH), the local health authority is IDPH. 77 Ill.Admin.Code §690.10. The Communicable Disease Report Act, 745 ILCS 45/1, grants immunity from slander or libel to persons who in good faith make such reports to local health authorities. A district's duty to report staff cases of communicable diseases aligns with its duty to report student cases; see sample administrative procedure 7:280-AP, *Managing Students with Communicable or Infectious Diseases*.

[2] The Americans with Disabilities Act (ADA) specifies that only an employee's direct supervisor and someone who would need to know in the event of an emergency may have access to an employee's medical records. 42 U.S.C. §12112(d). The Communicable and Chronic Infectious Disease Review Team's (CCIDRT) ability to operate depends on the employee's waiver of the ADA's confidentiality provisions. For more information about the functions of the CCIDRT, see sample administrative procedure 2:150-AP, *Superintendent Committees*.

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6. The employee or a member of the employee's family will receive a report, both written and verbal, of the ~~Communicable and Chronic Infectious Disease Review Team~~CCIDRT's evaluation from the Superintendent.
7. The employee may be required to submit to a physical examination, given by a physician chosen and paid for by the District. [3]

Monitoring the Employee's Condition

The employee's health condition will be reviewed on a schedule determined by the ~~Communicable and Chronic Infectious Disease Review Team~~CCIDRT. The CCIDRT~~Team~~'s employee status report will be given to the Superintendent.

Each status report will indicate an employment recommendation for the employee, such as: [4]

1. Continued employment at the same position, with possible accommodations,
2. Continued employment but transfer to another position, with possible accommodations,
3. Temporary exclusion from the work-place, or
4. Dismissal.

Employee Dismissal

The dismissal of an employee on contractual continued service shall be in accordance with 105 ILCS 5/24-12.

The dismissal of an employee not on contractual continued service shall be in accordance with the law or policy applicable to his or her position.

Confidentiality [5]

The employee's medical condition and records shall be held in strictest confidence and shared only with members of the ~~Communicable and Chronic Infectious Disease Review Team~~CCIDRT, the

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[3] The federal ADA supersedes 105 ILCS 5/24-5 (allowing boards to require physicals of current employees "from time to time"). 42 U.S.C. §12112(d)(4), amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325. The ADA allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. Id. Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §~~Part~~ 1630.2(r). Districts should monitor for supplemental guidance that is issued by federal and State agencies during specific disease outbreaks. For example, during the COVID-19 pandemic, the Equal Employment Opportunity Commission (EEOC) and State agencies released guidance that detailed what types of medical inquiries related to COVID-19 were permissible under the ADA and Ill. Human Rights Act. See the State's *Guidance for Employers and Employees on Workers' Rights and Safety* (12-9-20), at: https://labor.illinois.gov/content/dam/soi/en/web/idol/siteassets/pages/default/guidance-on-workers-rights-and-safety.pdf~~www2.illinois.gov/dhr/Documents/Guidance%20on%20Workers%20Rights%20and%20Safety%2012-9-20.pdf~~ and the EEOC's *What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws* (12-14-21), at: www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws.

[4] A district must make reasonable accommodation to a known physical or mental limitation of an otherwise qualified employee, unless it can show that the accommodation would impose an undue hardship on the district's operation. 42 U.S.C. §§12112 and 12113, amended by the ADAAA.

[5] The ADA specifies that only an employee's direct supervisor and someone who would need to know in the event of an emergency may have access to an employee's medical records. 42 U.S.C. §12112(d)(3). The CCIDRT~~review team~~'s ability to operate depends on the employee's waiver of the ADA's confidentiality provisions.

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employee's direct supervisor, and someone who would need to know in the event of an emergency. Medical records will not become part of the employee's personnel file.

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Discuss with the board attorney whether the district is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191. Covered entities must follow HIPAA Privacy Rules (45 C.F.R. Part 164) and generally cannot disclose *protected health information* (PHI), which is generally defined as *individually identifiable health information* that is transmitted by, or maintained in, electronic media or any other form or medium. While a district is likely to have access to such information when an employee has a communicable or chronic infectious disease, the district is still unlikely a *covered entity* triggering HIPAA Privacy Rule.

See *HIPAA Privacy Rule and Public Health; Guidance from CDC and the U.S. Department of Health and Human Services* at: www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.htm, and for an additional helpful explanation why school districts are often not HIPAA covered entities because they do not engage in covered transactions as defined under HIPAA, see pgs. 7-8 in *Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) To Student Health Records* (2019) at: www.hhs.gov/sites/default/files/2019-hipaa-ferpa-joint-guidance-508.pdf.

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General Personnel

Administrative Procedure - Staff Development Program

The following procedure implements Board policy 5:100, *Staff Development Program*. It sets 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 procedure is consistent with the minimum requirements of State law. If the District has a local collective bargaining agreement, it may contain provisions that differ from this procedure. When the procedure's subject matter is superseded by a bargaining agreement, insert the following: "Please refer to the current [*insert name of any applicable CBA*]."

Implementation of Staff Development Program

All District-sponsored staff development programs, including in-services, shall be approved by the Superintendent. Staff development opportunities exist through the following:

1. Planned in-service programs, courses, seminars, and workshops are offered within the District. Every staff member is encouraged to suggest topics, formats, and speakers for in-service meetings. Suggestions should be given to the Superintendent or any member of the advisory committee, if one exists.
2. Visits to other classrooms and schools, as well as attendance at conferences, workshops, and other meetings may be requested.

With the Superintendent's approval, staff members may be released with full pay to:

- Attend professional conventions and meetings, visit exemplary programs, ~~as well as~~and participate in other professional growth activities. At the time of approval, the Superintendent will indicate which expenses, if any, will be reimbursed by the District. After participation, a written report must be submitted to the Superintendent summarizing the activity's highlights.
- Serve as speakers, consultants, or resource persons outside the District. The staff member accepting such assignments may not accept any fee or honorarium other than a reasonable fee for preparation done outside of the working day. The employee or the institution receiving the services is responsible for travel, lodging, meal expenses, and for substitute costs if any are incurred.
- Attend training and staff development programs sponsored by an Educational Service Center (105 ILCS 5/2-3.62), the Ill.~~inois~~ State Board of Education, a Regional Office of Education, the Ill.~~inois~~ Association of School Boards, or any other professionally-sponsored education program. At the time of approval, the Superintendent will indicate which expenses, if any, will be reimbursed by the District. After participation, a written report must be submitted to the Superintendent summarizing the activity's highlights.

3. Leaves of absence for advanced training and internships are governed by ~~School~~ Board policy and/or collective bargaining agreements, if any.
4. The topics to be covered on days declared as Teacher Institutes (TI) must be approved by the Regional Offices of Education (ROE) or Intermediate Service Centers (ISC), whichever is applicable, governing the schools of that region. The request for approval should be submitted to

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the Regional Superintendent (for ROEs) or ~~Chief Administrative Officer~~Executive Director (for ISCs) at least 30 days prior to the event. [1]

5. Many opportunities for on-going professional development ~~opportunities~~ exist. Staff members are encouraged to discuss their plans for identifying and optimizing these opportunities with their supervisors.
6. For nutrition directors and school nutrition professionals, the annual training standards for school nutrition professionals. 7 C.F.R. Parts 210 and 235.

LEGAL REF.: Morris v. Ill. State Bd. of Educ., 198 Ill.App.3d 51 (3rd Dist. 1990).
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 5/2-3.48, 5/2-3.53, 5/2-3.56, 5/2-3.59, 5/2-3.62, 5/3-11, 5/3-14.8, 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), and 5/24-5.
105 ILCS 25/1.15, Interscholastic Athletic Organization Act.
~~105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.~~
23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.
77 Ill.Admin.Code §527.800.

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The footnotes should be removed before the material is used.

[1] Submitting an approval request 30 days prior to an event is not required by law but is a best practice. Check with your local ROE or ISC for any required approval timelines and amend this administrative procedure accordingly.

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General Personnel

Administrative Procedure - Email Retention [1]

Emails, including attachments, sent or received by the District or District employees may be, depending on their content, subject to disclosure under the Freedom of Information Act (FOIA) and/or discovery in litigation as evidence in support of a claim. Employees must use the same standards of judgment, propriety, and ethics with email as they do with other forms of school business-related communications.

~~Accordingly,~~ Eemployees have the same responsibilities for email messages as they do for any other communication and must distinguish between record and non-record messages, unless their email messages are automatically archived and permanently retained by the District. This allows for the proper storage or disposal of email. However, no District record, no matter its form, may be destroyed if it is subject to a litigation hold. See administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. For guidance on School Board member use and retention of email, see exhibit 2:140-E, *Guidance for Board Member Communications, Including Email Use*. For help with these responsibilities, please contact the District's FOIA Officer.

Non-Record Messages

Email messages are *non-record messages* if they do not evidence the District's organization, function, policies, procedures, or activities; or do not contain informational data appropriate for preservation. These ~~are~~ generally ~~informal or preliminary drafts, notes, recommendations, or memoranda that~~ do not contain official action. Examples include:

1. Personal correspondence not received or created in the course of District or school business, such as, "What's for dinner?" or "I'll be glad to drive to the meeting."
2. Duplicates of notices concerning meetings or workshops, dates, discussion topics, or material to prepare for or to be discussed during a meeting.
3. ~~Publications or promotional materials from vendors and similar materials that are sent as part of mass marketing campaigns~~*Junk mail*, which includes any unsolicited commercial electronic communication sent to the District and not responded to by the District.
4. ~~Correspondence containing recommendations or opinions that are preliminary to a decision, unless appropriate for preservation, e.g., legal opinions.~~
5. 4. Informal correspondence to parents/guardians concerning school activities or an individual student's progress or assignments provided the messages do not contain notice of final or official action, e.g., final grades.

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[1] The process for managing email storage and disposition is generally a local matter subject to the Local Records Act (50 ILCS 205/, amended by P.A. 104-438; governs which documents must be kept until destroyed pursuant to an approved record retention schedule); and/or the Freedom of Information Act (5 ILCS 140/, amended by P.A. 104-438; governs the disclosure of public records; and Federal Rules of Civil Procedure, Rules 16 and 26, prohibits the destruction of material during a discovery hold). See sample administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. For guidance on board member use and retention of email, see sample exhibit 2:140-E, *Guidance for Board Member Communications, Including Email Use*.

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~~6. Draft material, except when appropriate for preservation, e.g., draft collective bargaining agreement language.~~

If the email is a *non-record message*, the employee should delete it as soon as its purpose is fulfilled unless the email is subject to a litigation hold. The goal is to control excessive accumulation of material.

Official Record Messages [2]

Email messages are *official record messages* if they are evidence of the District's organization, function, policies, procedures, or activities or contain informational data appropriate for preservation. Some examples include:

1. Policy documents or contract-related documents.
2. Correspondence, e.g., letters, memos, or emails from individuals, companies, or organizations requesting information about the District or school policies or practices and the responses to these requests.
3. Project reports.
4. Correspondence dealing with significant aspects of District administration or a school executive office, including messages containing information concerning policies, programs, fiscal and personnel matters, and contracts.
5. Correspondence between Board members regarding District business. [3]
6. Updates provided to a student's parent/guardian about the student's final grades~~progress~~ or a disciplinary matter.
7. Correspondence between administrators regarding an employee investigation.
8. Legal opinions.
9. Correspondence containing recommendations or opinions that are preliminary to a decision.
10. Draft collective bargaining agreement language.

Official record messages should routinely be transferred to the records maintenance location identified by the Records Custodian or Head of Information Technology (IT). Before transferring the message, the employee should identify it as belonging in one of the categories of records established by the Records Custodian or Head of IT. Once transferred, it becomes the official copy, and the original electronic version may be deleted according to the District's approved record preservation and retention schedule. See administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*.

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[2] Note that messages that qualify as *official record messages* may still be exempt from disclosure under the Freedom of Information Act, e.g., legal opinions, preliminary drafts in which opinions are expressed, or policies or actions are formulated, and student records. See 5 ILCS 140/7 and 140/7.5.

[3] Any electronic communication discussing district business that circulates among a majority of a quorum of the board may qualify as a *meeting* for purposes of the Open Meetings Act. 5 ILCS 120/1.02 and 120/4. See sample policy 2:140, *Communications To and From the Board*, and sample exhibit 2:140-E, *Guidance for Board Member Communication, Including Email Use*.

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General Personnel

Administrative Procedure - Resource Guide for Family and Medical Leave

School Code

105 ILCS 5/24-6.4~~, added by P.A. 102-335~~ (mandates a lower 1,000 hour threshold for FMLA eligibility rather than 1,250 hours).

~~Web~~ Online Resources

Compilation of resources from the U.S. Dept. of Labor (DOL), Wage & Hour Division
www.dol.gov/whd/fmla

Revised FMLA Poster
www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf

Certification of Health Care Provider for Employee's Serious Health Condition
www.dol.gov/whd/forms/WH-380-E.pdf

Note: Consult the Board Attorney to ensure that: (1) the District is using the most recent version of the DOL's FMLA notification and certification forms, (2) Genetic Information Nondiscrimination Act (GINA) safe harbor protections are adequately customized into these forms (the DOL did not include in its forms the specific instructions included in GINA's sample safe harbor provision), and (3) both federal and State law requirements are met.

Certification of Health Care Provider for Family Member's Serious Health Condition
www.dol.gov/whd/forms/WH-380-F.pdf

~~*See Note, above.*~~

Notice of Eligibility and Rights & Responsibilities
www.dol.gov/whd/forms/WH-381.pdf

Designation Notice
www.dol.gov/whd/forms/WH-382.pdf

Certification of Qualifying Exigency For Military Family Leave (PDF)
www.dol.gov/whd/forms/WH-384.pdf

Certification for Serious Injury or Illness of ~~a Covered~~ Current Servicemember -- for Military ~~Family~~ Caregiver Leave
www.dol.gov/whd/forms/WH-385.pdf

Fact Sheet #28 (Non-Military) (PDF)
www.dol.gov/whd/regs/compliance/whdfs28.htm

Fact Sheet #28A (Military) (PDF)
www.dol.gov/whd/regs/compliance/whdfs28a.htm

Field Assistance Bulletin No. 2022-02 - Protecting Workers from Retaliation
www.dol.gov/sites/dolgov/files/WHD/fab/fab-2022-2.pdf

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Department of Labor Rules

29 C.F.R. Part 825,

www.ecfr.gov/current/title-29/subtitle-B/chapter-V/subchapter-C/part-825?toc=1~~http://www.ecfr.gov/egi-bin/text-idx?tpl=/ecfrbrowse/Title29/29cfr825_main_02.tpl~~

~~Subpart A—Coverage Under the Family and Medical Leave Act §825.100~~

~~§825.100 The Family and Medical Leave Act~~

~~§825.101 Purpose of the Act~~

~~§825.102 Definitions~~

~~§825.103 [Reserved]~~

~~§825.104 Covered employer~~

~~§825.105 Counting employees for determining coverage~~

~~§825.106 Joint employer coverage~~

~~§825.107 Successor in interest coverage~~

~~§825.108 Public agency coverage~~

~~§825.109 Federal agency coverage~~

~~§825.110 Eligible employees~~

~~§825.111 Determining whether 50 employees are employed within 75 miles~~

~~§825.112 Qualifying reasons for leave, general rule~~

~~§825.113 Serious health condition~~

~~§825.114 Inpatient care~~

~~§825.115 Continuing treatment~~

~~§§825.116–118 [Reserved]~~

~~§825.119 Leave for treatment of substance abuse~~

~~§825.120 Leave for pregnancy or birth~~

~~§825.121 Leave for adoption or foster care~~

~~§825.122 Definitions of covered servicemember, spouse, parent, son or daughter, next of kin of a covered servicemember, adoption, foster care, son or daughter on active duty or call,to covered active duty status, son or daughter of a covered servicemember, and parent of a covered servicemember~~

~~§825.123 Unable to perform the functions of the position~~

~~§825.124 Needed to care for a family member or covered servicemember~~

~~§825.125 Definition of health care provider~~

~~§825.126 Leave because of a qualifying exigency~~

Commented [MM1]: Note to Subscribers: We are recommending deleting this listing of the regulations because the reader is directly given the link above to the most current version of the regulations.

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§825.127 Leave to care for a covered servicemember with a serious injury or illness (military caregiver leave)

Subpart B—Employee Leave Entitlements Under the Family and Medical Leave Act

§825.200 Amount of leave

§825.201 Leave to care for a parent

§825.202 Intermittent leave or reduced leave schedule

§825.203 Scheduling of intermittent or reduced schedule leave

§825.204 Transfer of an employee to an alternative position during intermittent leave or reduced schedule leave

§825.205 Increments of FMLA leave for intermittent or reduced schedule leave

§825.206 Interaction with the FLSA

§825.207 Substitution of paid leave

§825.208 [Reserved]

§825.209 Maintenance of employee benefits

§825.210 Employee payment of group health benefit premiums

§825.211 Maintenance of benefits under multi-employer health plans

§825.212 Employee failure to pay health plan premium payments

§825.213 Employer recovery of benefit costs

§825.214 Employee right to reinstatement

§825.215 Equivalent position

§825.216 Limitations on an employee's right to reinstatement

§825.217 Key employee, general rule

§825.218 Substantial and grievous economic injury

§825.219 Rights of a key employee

§825.220 Protection for employees who request leave or otherwise assert FMLA rights

Subpart C—Employee and Employer Rights and Obligations Under the Act

§825.300 Employer notice requirements

§825.301 Designation of FMLA leave

§825.302 Employee notice requirements for foreseeable FMLA leave

§825.303 Employee notice requirements for unforeseeable FMLA leave

§825.304 Employee failure to provide notice

§825.305 Certification, general rule

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§825.306 Content of medical certification for leave taken because of an employee's own serious health condition or the serious health condition of a family member

§825.307 Authentication and clarification of medical certification for leave taken because of an employee's own serious health condition or the serious health condition of a family member; second and third opinions

§825.308 Recertifications for leave taken because of an employee's own serious health condition or the serious health condition of a family member

§825.309 Certification for leave taken because of a qualifying exigency

§825.310 Certification for leave taken to care for a covered servicemember (military caregiver leave)

§825.311 Intent to return to work

§825.312 Fitness for duty certification

§825.313 Failure to provide certification

Subpart D – Enforcement Mechanisms

§825.400 Enforcement, general rules

§825.401 Filing a complaint with the Federal Government

§825.402 Violations of the posting requirement

§825.403 Appealing the assessment of a penalty for willful violation of the posting requirement

§825.404 Consequences for an employer when not paying the penalty assessment after a final order is issued

Subpart E – Recordkeeping Requirements

§825.500 Recordkeeping requirements

Subpart F – Special Rules Applicable to Employees of Schools

§825.600 Special rules for school employees, definitions

§825.601 Special rules for school employees, limitations on intermittent leave

§825.602 Special rules for school employees, limitations on leave near the end of an academic term

§825.603 Special rules for school employees, duration of FMLA leave

§825.604 Special rules for school employees, restoration to an equivalent position

Subpart G – Effect of Other Laws, Employer Practices, and Collective Bargaining Agreements on Employee Rights Under FMLA

§825.700 Interaction with employer's policies

§825.701 Interaction with State laws

§825.702 Interaction with Federal and State anti-discrimination laws

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Instruction

Exhibit - Resources for Biking and Walking Safety Education

105 ILCS 5/27-~~23.~~110 requires the District to make ~~education~~ available to students in grades kindergarten through 8 education on effective methods for preventing and avoiding traffic injuries related to walking and bicycling. How that education is made available and any specific resources used are at the discretion of the District.

Pedestrian Safety Programs

Pedestrian Safer Journey by the Federal Highway Administration - Includes age-appropriate videos with follow-up quizzes and discussion guides on safe walking. The material is divided into three age ranges: 5 to 9, 10 to 14, and 15 to 18. Also includes a list of additional resources and curricula from around the country for teachers and parents/caregivers. Available at: www.pedbikeinfo.org/pedsaferjourney/index.html.

Child Pedestrian Safety Curriculum by the National Highway Traffic Safety Administration - Teaches and encourages pedestrian safety for students in grades kindergarten through 5. It is organized into five lessons: walking near traffic, crossing streets, crossing intersections, parking lot safety, and school bus safety. Each lesson builds upon previous set of skills learned. Available at: www.nhtsa.gov/pedestrian-safety/child-pedestrian-safety-curriculum.

WalkSafe® by the University of Miami KiDZ Neuroscience Center - Organized into three levels for grades kindergarten-1, 2-3, and 4-5, and includes lessons using videos, outside simulation activities, and art projects. Supplemental materials include handouts, flashcards, and pre- and post-assessment tests. Available at: kidzneurosciencecenter.com/walksafe/.

Bicycle Safety Programs

Bicycle Safer Journey by the Federal Highway Administration - Includes age-appropriate videos with follow-up quizzes and discussion guides on safe bicycling. The material is divided into three age ranges: 5 to 9, 10 to 14, and 15 to 18. Also includes a list of additional resources and curricula from around the country for teachers and parents/caregivers. Available at: www.pedbikeinfo.org/bicyclesaferjourney/index.html.

Bikeology by Shape America and the National Highway Traffic Safety Administration - Aligns with the National Standards for kindergarten-12 Physical Education and includes lessons and assessments for skills and knowledge. Supplemental materials include a parent guide to reinforce the curriculum. Available at:

https://convention.shapeamerica.org/Common/Uploaded%20files/document_manager/publications/resources/teachingtools/quality-pe/bikeology-parent-guide.pdf~~www.shapeamerica.org//publications/resources/teachingtools/qualitype/upload/bikeology-curriculum-part1-v2.pdf~~.

BikeSafe® by the University of Miami KiDZ Neuroscience Center - Contains four off-bike lessons to teach bicycle safety skills to middle school-aged children through interactive simulations, modeling, and creative activities. Supplementary materials include student worksheets and parent tip sheets. An on-bike lesson plan is also provided. Available at: kidznc.org/bikesafe.

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Bike Safety Quiz by Ride Illinois - Teaches kids, adults, and motorists how to share the road safely. Interactive quizzes for each audience cover safety techniques and relevant state laws. Available at: www.bikesafetyquiz.com/.

Cycling Skills Clinic Guide by the National Highway Traffic Safety Administration - Provides a step-by-step approach to planning and initiating an on-bicycle safety skills event, including instructions and resources for setting up and conducting a skills-training course. Available at: www.nhtsa.gov/sites/nhtsa.gov/files/811260.pdf~~one.nhtsa.gov/Driving-Safety/Bicycles/CyclingSkillsClinic~~.

Kids on Wheels Training Manual by the Active Transportation Alliance - An experiential, on-bike curriculum to teach grades 2-4 students to travel safely on a bicycle. Over three lessons, students are engaged in demonstrations, hands-on exercises, and on-bicycle riding skills activities. Available at: www.activetrans.org/resources/education.

Combined Pedestrian and Bicycle Safety Programs

Bicycle and Pedestrian Safety: 10-minute Lessons for PE Class by the Active Transportation Alliance - A series of brief pedestrian- and bicycle-themed lessons consisting of one 10- to 15-minute physical activity. Available at: www.activetrans.org/resources/education.

Bicycle and Pedestrian Safety: 9 Lessons for the Classroom by the Active Transportation Alliance - A series of brief pedestrian- and bicycle-themed lessons designed to be delivered in a classroom setting. Available at: www.activetrans.org/resources/education.

LEGAL REF.: 105 ILCS 5/27-~~23.~~110.

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Instruction

Administrative Procedure - Teaching About Religions [1]

The following are guidelines for teaching about religions:

1. Instruction must be age-appropriate to ensure that students will not believe the District is sponsoring religion.
2. Instruction may expose students to religious views, but may not impose any particular views.
3. Instruction must be informational, not indoctrination.
4. Instruction must be academic, not devotional.
5. Instruction may study what people believe, but may not teach a student what to believe.
6. Instruction should include a variety of religions, but should not press for student acceptance of any one religion.

Within the parameters of the academic study of religion, teachers may display objects, artifacts, and symbols that illustrate a variety of religious customs, beliefs, and expressions. Any classroom and school display presented as a part of religious studies or holiday activities must meet the following criteria:

1. The display will be exhibited on a temporary basis.
2. The display will be constructed in a manner that presents no endorsement, favoritism, or promotion of a single religion or religious belief.
3. The display will include non-secular as well as secular symbols.
4. The display will include appropriate descriptive labels attached to the symbols.

Individual student participation in the preparation of a religious study display or a religious holiday display is strictly voluntary. If the display is a class activity, any student who wishes not to participate must be given an alternative assignment.

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The footnotes should be removed before the material is used.

[1] In Mahmoud v. Taylor, 606 U.S. 522 (2025), the U.S. Supreme Court held that a public school, "burdens the religious exercise of parents when it requires them to submit their children to instruction that poses 'a very real threat of undermining' the religious beliefs and practices that the parents wish to instill." Id. at 530. See also f/n 2 of sample policy 6:70, *Teaching About Religions*. Consult the board attorney for further guidance on curriculum relating to religious beliefs and practices in schools.

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Instruction

Administrative Procedure - Care of Students with Diabetes [1]

The Ill. Council of School Attorneys prepared material for implementing the Care of Students with Diabetes Act (105 ILCS 145/). This material includes:

1. Sample procedures for the care of students with diabetes
2. Answers to FAQs on: Process for selecting a Delegated Care Aide; Training; Developing a diabetes care plan; Classroom management; and Sample Authorization, Release, and Acknowledgement

The material is posted on the Ill. Association of School Boards (IASB) website at: ~~iasb.com/law/diabmats.cfm~~www.iasb.com/policy-services-and-school-law/guidance-and-resources/special-education/care-of-students-with-diabetes.

School officials should periodically check the IASB website for updates to the material that are made in response to legislation or other developments.

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The footnotes should be removed before the material is used.

[1] See sample policy 7:270, *Administering Medicines to Students*, addressing the administration of medication including self-carry management under a student's diabetes care plan.

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Students

Administrative Procedure - Challenging a Student's Residence Status [1]

Actor	Action
Superintendent or Designee	On behalf of the School Board, notifies the person who enrolled a student of the tuition amount due to the District for the nonresident student's attendance.[2] The notice shall detail the specific reasons why the ~~b~~Board believes that the student is a nonresident of the District and shall be sent by certified mail, return receipt requested. Consults the Board Attorney as needed throughout the challenge process.
Person Who Enrolled the Student	Within 10 calendar days after receipt of the notice, may request a hearing to review the determination that tuition is due. The request shall be sent certified mail, return receipt requested, to the Superintendent. **If a hearing is requested to review the Board's decision~~:~~,** ~~M~~may request that the student continue attending the District's schools pending the Board's final decision. Such attendance shall not relieve the person who enrolled the student of the obligation to pay the tuition for that attendance if the Board decides the student is a nonresident who must pay tuition.
Superintendent or Designee	On behalf of the Board and within 10 calendar days after receiving the hearing request, shall notify the person requesting the hearing of its time and place; the notification shall be sent by certified mail, return receipt requested. The hearing shall be held not less than ~~ten~~ 10 nor more than 20 calendar days after this hearing notice is given. The hearing notice shall notify the person requesting the hearing that any written evidence and testimony or witnesses not disclosed at least three calendar days prior to the hearing are barred at the hearing without the District's consent. At least three calendar days prior to the hearing, discloses to the person requesting the hearing all written evidence and testimony the

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The footnotes should be removed before the material is used.

[1] The timelines and other requirements contained in this procedure are required by 105 ILCS 5/10-20.12b.

[2] 105 ILCS 5/10-20.12a specifies a formula for calculating the maximum amount a district can charge nonresident students. Ill. State Board of Education (ISBE) guidance, as well as the inclusion of nonresident tuition waiver requests among ISBE's biannual requests to the General Assembly to waive School Code mandates, indicate that a district must charge the maximum tuition to nonresident students (unless it has a waiver). However, the court in Cohen v. Wauconda Comm. Unit Sch. Dist. No. 118, 779 F.Supp. 88 (N.D. Ill. 1991), found that 105 ILCS 5/10-20.12a authorizes school districts to charge non-resident tuition but does not mandate it. Consult the board attorney for guidance when considering charging less than the maximum nonresident tuition.

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Actor	Action
	District may submit during the hearing and a list of witnesses it may call to testify during the hearing.
Person Who Enrolled the Student	At least three calendar days prior to the hearing, discloses to the District all written evidence and testimony he/she may submit during the hearing and a list of witnesses he/she may call to testify during the hearing.
School Board or Hearing Officer Designated by the Board	Conducts the hearing. At the hearing: (1) the Board and the person who enrolled the student may use representatives of their choice, and (2) the person who enrolled the student has the burden of going forward with the evidence concerning the student's residency. **If the hearing is conducted by a hearing officer:** Within five calendar days after the hearing's conclusion, sends a written report of his or her findings to the Board and to the person who enrolled the student. The report shall be sent by certified mail, return receipt requested.
Person Who Enrolled the Student	**If the hearing is conducted by a hearing officer:** Within five calendar days after receiving the hearing officer's findings, may file written objections to the findings with the Board. The objections shall be sent by certified mail, return receipt requested, addressed to the Superintendent.
School Board	**Whether the hearing is conducted by the Board or a hearing officer:** Within 30 calendar days after the hearing's conclusion, decides whether or not the student is a resident of the District and the amount of any tuition required to be charged as a result of the student's attendance in the District's schools. Within five calendar days of its decision sends a copy of its decision to the person who enrolled the student by certified mail, return receipt requested. The decision must inform the person who enrolled the student that: (1) he/she may, within five calendar days after receipt of the Board's decision, petition the Regional Superintendent or appropriate Intermediate Service Center (ISC) Executive Director of schools to review the decision; and (2) at his/her request, the student may continue attending the District's schools pending the Regional Superintendent or appropriate ~~Intermediate Service Center~~ISC Executive Director's review of the Board's decision. Such attendance shall not relieve the person who enrolled the student of the obligation to pay the tuition for that attendance if the Regional Superintendent or appropriate ~~Intermediate Service Center~~ISC Executive Director decides the student is a nonresident.
Person Who Enrolled the Student	Within five calendar days after receiving the Board's decision, may petition the Regional Superintendent or appropriate ~~Intermediate Service Center~~ISC Executive Director to review the decision. The petition must include the basis for the request and be sent by certified mail, return receipt requested, to both the Regional Superintendent or

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Actor	Action
	appropriate ~~Intermediate Service Center~~ISC Executive Director and the Superintendent.
School Board	Within five calendar days after receiving petition, delivers to the Regional Superintendent or appropriate ~~Intermediate Service Center~~ISC Executive Director the Board's decision, any written evidence and testimony submitted by the parties during the hearing, a list of all witnesses that testified during the hearing, and any existing written minutes or transcript or verbatim record of the hearing. May also provide the Regional Superintendent or appropriate ~~Intermediate Service Center~~ISC Executive Director, and the person who enrolled the student, with a written response to the petition.
Regional Superintendent of Schools or appropriate ~~Intermediate Service Center~~ISC Executive Director	Within 10 calendar days after receipt of documentation from the District, issues a written decision as to whether or not there is clear and convincing evidence that the student is a resident of the District and eligible to attend the District's schools on a tuition-free basis. The decision shall be transmitted to the Board and the person who enrolled the student, and shall, with specificity, detail the decision's rationale.

LEGAL REF: 105 ILCS 5/10-20.12b.

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Students

Administrative Procedure - Establishing Student Residency

Actor	Requirements and Actions that Must Be Completed
Anyone Seeking to Enroll a Student	Must present a certified copy of the student's birth certificate. Must present proof of residency within the District by providing the required number of documents from each of the following categories: [1] Category I (One document required) Most recent property tax bill and proof of payment, e.g., canceled check or Form 1098 (homeowners) Mortgage papers (homeowners) Signed and dated lease and proof of last month's payment, e.g., canceled check or receipts (renters) Letter from manager and proof of last month's payment, e.g., canceled check or receipt (trailer park residents) Letter of residence from landlord in lieu of lease (exhibit 7:60-AP2, E1, *Letter of Residence from Landlord in Lieu of Lease*) Letter of residence to be used when the person seeking to enroll a student is living with a District resident (exhibit 7:60-AP2, E2, *Letter of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident*) Category II (Two documents showing proper address are required) Driver's license Vehicle registration Voter registration Most recent cable television and/or credit card bill Current bank statement Current public aid card Current homeowners/renters insurance policy and premium payment receipt Most recent gas, electric, and/or water bill Current library card Receipt for moving van rental

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The footnotes should be removed before the material is used.

[1] Deciding which documents prove residency is a local matter; thus, these categories may be amended but documents required, when taken together, shall not result in a requirement for proof of legal presence or immigration status, such as a Social Security number. See 23 Ill.Admin.Code §1.240(b). Many districts require a utility bill because it can provide additional information about the actual use or lack of use of a property as a residence. For further guidance regarding acceptable documentation for proof of residency, see *ISBE's Guidance for Registration and Enrollment* at: www.isbe.net/Pages/Student-Registration-and-Enrollment-Guidance.aspx. Historically, this guidance has been updated by ISBE annually.

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Actor	Requirements and Actions that Must Be Completed
	Military Personnel Enrolling a Student for the First Time in the District~~.~~ [2] Must provide one of the following within six months after the date of student's initial enrollment) Postmarked mail addressed to military personnel Lease agreement for occupancy Proof of ownership of residence Military Personnel with Legal Custody of a Child Who Want to Keep the Child Enrolled in the District Despite Having Changed Residence Due to a Military Service Obligation~~.~~ [3] Upon submitting a written request, the student's residence will be deemed to be unchanged for the duration of the custodian's military service obligation. The District, however, is not responsible for the student's transportation to or from school. Military Personnel Placing Nonresident Child with *Non-Custodial* Parent While on Active Military Duty~~.~~ [4] A student will not be charged tuition while he or she is placed with a *non-custodial parent* (a person who has temporary custody of a child of active duty military personnel and who is responsible for making decisions for the child). Must provide any "special power of attorney" created by the student's parent/guardian for the District to follow. A special power of attorney authorizes: (1) the student to enroll in a district of the non-custodial parent, and (2) the non-custodial parent to make decisions for the student. Any special power of attorney will be filed in the student's temporary record.
Anyone with a Custody Order Seeking to Enroll a Student	Presents court order, agreement, judgment, or decree that awards or gives custody of the student to any person (including divorce decrees awarding custody to one or both parents).
Non-Parent Seeking to Enroll a Student	Must complete and sign exhibit 7:60-AP2, E3, *Evidence of Non-Parent's Custody, Control, and Responsibility of a Student* form~~, exhibit 7:60-AP2, E3~~.

IMPORTANT:

The ~~School~~ District reserves the right to evaluate the evidence presented, and merely presenting the items listed in this Procedure does not guarantee admission.

The footnotes should be removed before the material is used.

[2] Required by 105 ILCS 5/10-22.5a~~, amended by P.A. 102-126~~.

[3] 105 ILCS 5/10-20.12b(a-5).

[4] 105 ILCS 70/, Educational Opportunity for Military Children Act.

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WARNING:

If a student is determined to be a nonresident of the District for whom tuition must be charged, the persons enrolling the student are liable for nonresident tuition from the date the student began attending a District school as a nonresident.

A person who knowingly enrolls or attempts to enroll in this ~~School~~ District on a tuition-free basis a student known by that person to be a nonresident of the District is guilty of a Class C misdemeanor, except in very limited situations as defined in State law. 105 ILCS 5/10-20.12b(e).

A person who knowingly or willfully presents to the ~~School~~ District any false information regarding the residency of a student for the purpose of enabling that student to attend any school in that District without the payment of a nonresident tuition charge is guilty of a Class C misdemeanor. 105 ILCS 5/10-20.12b(f).

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Exhibit - Letter of Residence from Landlord in Lieu of Lease

A person seeking to enroll a child may use this form as evidence of residency when a signed lease is unavailable – other documents will also be required to establish residency. ~~Return this completed form, signed by your landlord, to the Building Principal.~~ The ~~School~~ District reserves the right to evaluate the evidence presented; completing this form does not guarantee admission.

To be completed and signed by the individual enrolling the child and returned to the Principal. Please print.

Child's name	School
Individual enrolling the child	Phone
Relationship to the child	Email
Residence street address City	ZIP~~ip~~ code
Landlord's name	Landlord's P~~p~~hone
Landlord's address City	ZIP~~ip~~ code
Signature of the individual enrolling the student	Date

To be signed by your landlord to verify that you are renting this residence.

I certify that the individuals named above are living in the residence named above for the lease term of _____/_____/_____ through _____/_____/_____.

Landlord's ~~s~~Signature	Date

WARNING: If a student is determined to be a nonresident of the District for whom tuition must be charged, the persons enrolling the student are liable for nonresident tuition from the date the student began attending a District school as a nonresident.

A person who knowingly enrolls or attempts to enroll in this ~~School~~ District on a tuition-free basis a student known by that person to be a nonresident of the ~~district~~ District is guilty of a Class C misdemeanor, except in very limited situations as defined in State law. 105 ILCS 5/10-20.12b(e).

A person who knowingly or willfully presents to the ~~School~~ District any false information regarding the residency of a student for the purpose of enabling that student to attend any school in that district without the payment of a nonresident tuition charge is guilty of a Class C misdemeanor. 105 ILCS 5/10-20.12b(f).

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Exhibit - Letter of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident

A person seeking to enroll a child should use this form as evidence of residency when he or she cannot produce a lease, purchase property agreement, or other similar document – other documents will also be required to establish residency. The ~~School~~ District reserves the right to evaluate the evidence presented; completing this form does not guarantee admission.

To be completed by the individual enrolling the child and returned to the Principal. Please print.

Child's name _____ School _____

Individual enrolling the child _____ Phone _____

Relationship to the child _____ Email _____

Residence street address _____ City _____ ZIP~~ip~~ code _____

Signature of the individual enrolling the student _____ Date _____

To be completed and signed by the individual who is responsible for the residence. Please print.

Name of the individual who is responsible for the residence _____ Phone _____

I am responsible for this residence by ☐ ownership, ☐ lease, or ☐ other _____

Total number of: Persons living at this residence _____ Rooms in residence ____
Bedrooms _____

State the reasons for this living arrangement, including your relationship to the individual enrolling the child (*attach an additional statement to this form if needed*):

_____

I certify that this information is true and that the individuals named above are living in my residence.

Signature of the individual who is responsible for the residence _____ Date _____

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WARNING: If a student is determined to be a nonresident of the District for whom tuition must be charged, the persons enrolling the student are liable for nonresident tuition from the date the student began attending a District school as a nonresident.

A person who knowingly enrolls or attempts to enroll in this ~~School~~ District on a tuition-free basis a student known by that person to be a nonresident of the ~~district~~ District is guilty of a Class C misdemeanor, except in very limited situations as defined in State law. 105 ILCS 5/10-20.12b(e).

A person who knowingly or willfully presents to the ~~School~~ District any false information regarding the residency of a student for the purpose of enabling that student to attend any school in that district without the payment of a nonresident tuition charge is guilty of a Class C misdemeanor. 105 ILCS 5/10-20.12b(f).

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Exhibit - Evidence of Non-Parent's Custody, Control, and Responsibility of a Student

This form is used when the child is not living with a natural or adoptive parent. With the exception of the optional section below, ~~I~~it must be completed by the individual who has assumed custody. Read **Important Warning** and submit this form with your signature to the Building Principal. The ~~School~~ District reserves the right to evaluate the evidence presented and require further documentation. Completing this form does not guarantee admission.

~~Student~~Child's name _____ School _____

Name of individual completing this form (Please print) _____ Relationship to child _____

Please check all applicable boxes:

☐ The child lives with me at my residence address, as stated below.
The child lives with me because: _____
The child will be living with me until: _____

☐ I have assumed and exercise full legal responsibility for and control of the child regarding daily educational and medical decisions, including responsibility for: (attach copies of any agreements, judgments, decrees or other documents giving you custody):

☐ medical decisions and costs ☐ food and clothing

☐ discipline and restitution for vandalism or other crimes ☐ school fees (books, bus, etc.)

At my residence the child regularly: (*Please explain any unchecked boxes*)

☐ Eats meals _____

☐ Sleeps ___ nights/week (*explain if less than 7 nights per week*) _____

_____

☐ Spends weekends and summers/school breaks _____

IMPORTANT WARNING: If a student is determined to be a nonresident of the District for whom tuition must be charged, the persons enrolling the student are liable for nonresident tuition from the date the student began attending a District school as a nonresident.

A person who knowingly enrolls or attempts to enroll in the~~is School~~ District on a tuition-free basis a student known by that person to be a nonresident of the District is guilty of a Class C misdemeanor, except in very limited situations as defined in State law. 105 ILCS 5/10-20.12b(e).

A person who knowingly or willfully presents to the ~~School~~ District any false information regarding a student's residency to enable that student to attend any school in the District without the payment of a nonresident tuition charge is guilty of a Class C misdemeanor. 105 ILCS 5/10-20.12b(f).

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Date	Signature of individual completing this form
Telephone	Address

Optional: *To be completed by the natural or adoptive parent(s), if one is available.*

Please check all applicable boxes:

☐ I am the natural or adoptive parent of the child.

☐ I have willingly transferred full custody and control of, as well as responsibility for this child to (*attach copies of any agreements, judgments, decrees or other documents giving the person named below custody*):_____

_____

☐ I have transferred custody and control of my child to the above-named person because: __

_____

_____

Date	Signature of individual completing this form
Telephone	Address

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Students

Administrative Procedure - Code of Conduct for Extracurricular Activities

This Code of Conduct applies to all school-sponsored activities that are neither part of an academic class nor otherwise carry credit or a grade. Sponsors shall create a roster of students who are members or participants in an extracurricular activity and maintain attendance records.

The goal of the extracurricular program is to provide opportunities for students to pursue interests and develop life skills beyond the classroom. An additional goal of the athletic program is to develop the physical skills of student athletes, ~~which will~~ allowing them to compete to the best of their ability ~~within the~~in accordance with ~~School~~ Board policies and the by-laws of any association of which the school is a member.

Members must always conduct themselves ~~at all times, including after school and on days school is not in session,~~ as good citizens and exemplars of their school, ~~they must~~ behaving in ways that are consistent with good sportsmanship, leadership, and appropriate moral conduct. ~~They are expected to demonstrate good citizenship and exemplary~~Such conduct is expected during all facets of the activity, in the classroom, after school, on days school is not in session, and in the community~~, and during all facets of the activity~~.

The Code of Conduct below describes the expectations and goals of the extracurricular and athletic programs. This Code does not contain a complete list of inappropriate behaviors for students in extracurricular activities and athletics. This Code of Conduct will be enforced 365 days per year, 24 hours per day.[1] A student may be excluded from activities or competition while the school is ~~conducting an investigation regarding~~investigating that student's conduct.

Students and their parents/guardians are encouraged to seek assistance from the student assistance program regarding alcohol or other drug problems. Family referrals or self-referrals will be ~~taken into consideration~~considered in determining consequences for Code of Conduct violations.

Code of Conduct

A student participating in an activity or athletic program will be subject to disciplinary action if he or she violates this Code of Conduct for Extracurricular Activities. Violations will be treated cumulatively, with disciplinary penalties increasing with subsequent violations.

The student shall not:

1. Violate the District's policies or procedures on student behavior;
2. Use, possess, buy, sell, barter, or distribute a beverage containing alcohol (except for religious purposes);
3. Use, possess, buy, sell, barter, or distribute tobacco or nicotine materials in any form, including without limitation, electronic cigarettes; [2]

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The footnotes should be removed before the material is used.

[1] See f/n 3 in sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*, for a discussion of the ability to discipline students for off-campus misconduct.

[2] See f/n 6 in sample policy 7:190, *Student Behavior*, for a discussion of electronic cigarettes.

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4. Use, possess, buy, sell, barter, or distribute cannabis[3] in any form, unless exempted under *Ashley's Law*~~.~~; [4]
5. Use, possess, buy, sell, barter, or distribute any illegal substance (including mood-altering and performance~~-~~-enhancing drugs or chemicals) or paraphernalia;
6. Use, possess, buy, sell, barter, or distribute any object that is or could be considered a weapon or any item that is a *look-alike* weapon. This prohibition does not prohibit legal use of weapons in cooking, in industrial arts, and in sports, such as archery, martial arts practice, target shooting, hunting, and skeet;
7. Attend a party or other gathering and/or ride in a vehicle where alcohol, cannabis, and/or controlled substances are being consumed by minors;
8. Act in an unsportsmanlike manner;
9. Vandalize or steal;
10. Haze or bully other students;
11. Violate the written rules for the activity or sport;
12. Behave in a manner that ~~-~~disrupts or adversely affects the group or school;
13. Be insubordinate or disrespectful toward the activity's sponsors or team's coaching staff;
14. Falsify any information contained on any permit or permission form required by the activity or sport.

Hazing and bullying activities are strictly forbidden at any time and in any location. *Hazing* is any humiliating or dangerous activity expected of a student to belong to a team or group, regardless of ~~his or her~~the student's willingness to participate. (Adapted from the definition of *hazing* adopted by the National Federation of State High School Associations.) *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 place a student in reasonable fear of harm; cause a substantially detrimental effect on a student's physical or mental health; substantially interfere with a student's academic performance; or substantially interfere with a student's ability to participate in or benefit from school services, activities, or privileges. (Adapted from the definition of bullying included in ~~the~~ Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.)

Due Process Procedures

Students who are accused of violating the Code of Conduct for Extracurricular Activities are entitled to the following due process:

1. The student shall be advised of the disciplinary infraction with which he or she is being charged.
2. The student shall be entitled to a hearing before an appropriate administrator.
3. The student will be able to respond to any charges leveled against him or her.
4. The student may provide any additional information he or she wishes for the administrator to consider.
5. The administrator, with the help of other staff members if needed, may interview material witnesses or others with evidence concerning the case.
6. If the administrator finds, after reviewing the evidence, that the violation occurred, he or she will impose sanctions on the student, as follows:

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[3] *Cannabis* is defined in 720 ILCS 550/3(a) and the Cannabis Tax and Regulation Act (CRTA), 410 ILCS 705/1-10~~, added by P.A. 101-27~~.

[4] See f/n 11 in sample policy 7:190, *Student Behavior*, for a discussion of medical cannabis and *Ashley's Law*.

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a. Sanctions for violations other than drug and alcohol will be based on the nature of the offense and the number of offenses, and may include suspension from all activities or sports for one of the time periods described below:
   - A specified period of time or percentage of events, competitions, or practices
   - The remainder of the season or for the next season
   - The remainder of the student's high school career

b. Sanctions for drug and alcohol violations will be based on the following:

   First violation
   - Use, possession, buying, selling, bartering, or distributing: A suspension ~~of~~from one~~ ~~third of the total number of performances, activities, or competitions or the remainder of the season, whichever is shorter. This penalty will be reduced if the student successfully completes a school-approved chemical awareness program.
   - Attendance at a party or riding in a vehicle where alcohol, cannabis, and/or controlled substances are being consumed by minors: A suspension ~~of~~from one-sixth of the total number of performances, activities, or competitions, or the remainder of the season, whichever is shorter.
   - The student will be required to practice with the group, regardless of the violation (unless suspended or expelled from school).

   Second violation
   - Use, possession, buying, selling, bartering, or distributing: A suspension ~~of~~from 12 weeks or one season, e.g., the total number of performances, activities, or competitions~~, including suspension from all performances, activities, or competitions during this period~~. To participate again in any activities, the student must successfully ~~participate in and~~ complete a school-approved alcohol and other drug abuse assessment and follow all recommendations from that assessment.
   - Attendance at a party or riding in a vehicle where alcohol, cannabis, and/or controlled substances are being consumed by minors: A suspension ~~of~~from one-third of the total number of performances, activities, or competitions in a single season~~ and all extracurricular group performances, activities, or competitions during this period~~.
   - The student may be required to practice with the group (unless suspended or expelled from school).

   Third violation
   - Use, possession, buying, selling, bartering, or distributing: A suspension from all extracurricular activities for the remainder of the student's high school career.
   - Attendance at a party or riding in a vehicle where alcohol, cannabis, and/or controlled substances are being consumed by minors: A suspension ~~of~~from all extracurricular activities for one calendar year from the date of the suspension~~, including all extracurricular activities during this period~~.

7. The administrator will make a written report of his or her decision and rationale. The student may appeal the decision to the Building Principal.

All students remain subject to the Board's student behavior policy and/or the school's student handbook and the disciplinary measures listed in them.

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2:220-E3 Exhibit — Closed Meeting Minutes
2:220-E4 Exhibit — Open Meeting Minutes
2:220-E5 Exhibit — Semi-Annual Review of Closed Meeting Minutes
2:220-E6 Exhibit — Log of Closed Meeting Minutes
2:220-E7 Exhibit — Access to Closed Meeting Minutes and Verbatim Recordings
2:220-E8 Exhibit — School Board Records Maintenance Requirements and FAQs
2:220-E9 Exhibit — Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration
2:230 Public Participation at School Board Meetings and Petitions to the Board

Board Policy

2:240 Board Policy Development
2:240-E1 Exhibit — PRESS Issue Updates
2:240-E2 Exhibit — Developing Local Policy

Board Records

2:250 Access to District Public Records
2:250-AP1 Administrative Procedure — Access to and Copying of District Public Records
2:250-AP2 Administrative Procedure — Protocols for Record Preservation and Development of Retention Schedules

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2:250-E1 Exhibit — Written Request for District Public Records

2:250-E2 Exhibit — Immediately Available District Public Records and Web-Posted Reports and Records

2:250-E3 Exhibit — Recurrent Requestor Notification

Uniform Grievance Procedure

2:260 Uniform Grievance Procedure

2:260-AP1 Administrative Procedure — Guidelines for Investigating Complaints Filed Under Policy 2:260, Uniform Grievance Procedure, and Allegations of Misconduct

2:260-AP2 Administrative Procedure — Nondiscrimination Coordinator and Complaint Manager

School Board

2:265 Title IX Grievance Procedure

2:265-AP1 Administrative Procedure — Title IX Response

2:265-AP2 Administrative Procedure — Formal Title IX Complaint Grievance Process

2:265-E Exhibit — Title IX Glossary of Terms

2:270 Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited

2:270-AP Administrative Procedure — Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin

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School Board

Exhibit - Checklist for Filling Board Vacancies by Appointment

The School Board fills a vacancy by either appointment or election. The Board uses this checklist for guidance when it must fill a vacancy by appointment. Some items contain guidelines along with explanations. For more information, see *Answers to FAQs: Vacancies on the Board of Education*, published by a committee of the Ill. Council of School Attorneys (ICSA), and available at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/vacancies-on-the-board~~www.iasb.com/law/vacancies.cfm~~.

☐ **Confirm that the Board must fill the vacancy by appointment.**

Guidelines	Explanation
Review Board policy 2:70, *Vacancies on the School Board - Filling Vacancies*, to determine if a vacancy on the Board occurred and, if so, whether the successor will be selected by election or Board appointment. Consult the Board Attorney as needed.	Filling a vacancy by Board appointment or election depends upon when the vacancy occurred. If a vacancy occurs with less than: (1) 868 days remaining in the term of office, or (2) 88 days before the next regularly scheduled election for the vacant office, the Board selects an appointee to fill the vacancy, no election to fill the vacancy is held, and the appointee serves the remainder of the term. At all other times, an appointee serves until the next regular school election, at which election a successor is elected to serve the remainder of the unexpired term. See 105 ILCS 5/10-10.
In the event a seat on the board goes unfilled at an election, consult the Board Attorney to determine (1) how long the seat can be *held over* by the incumbent member, and (2) the process by which the Board will fill the seat.	The School Code partially addresses the concept of a *holdover seat* (a board member remaining in office past their term); it states: "no elective office…becomes vacant until the successor of the incumbent of such office has been appointed or elected, as the case may be, and qualified." 105 ILCS 5/10-11.

☐ **Notify the Regional Superintendent of the vacancy within five days of its occurrence (105 ILCS 5/10-10).**

☐ **Develop a list of qualifications for appointment of a person to fill the vacancy.**

Guidelines	Explanation
At a minimum, a candidate must meet the following qualifications: • Be a United States citizen	While the School Code does not expressly set forth eligibility requirements for appointment to a Board vacancy, the Board may want to use the qualifications for elected Board members listed in 105 ILCS 5/10-3 (board of directors) or~~and~~ 5/10-10 (board of education).

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Guidelines	Explanation
• Be at least 18 years of age • Be a resident of Illinois and the District for at least one year immediately preceding the appointment • Be a registered voter • Not be a child sex offender • Not hold an incompatible public office • Not have a prohibited interest in any contract with the District • Not be a school trustee • Not hold certain types of prohibited State or federal employment	For guidance discussing other qualifications that the Board may want to consider, see IASB's ~~*Recruiting School Board Candidates*~~*A School Board's Guide to Identifying, Recruiting, and Mentoring Future School Board Members*, available at: www.iasb.com/about-us/publications/pamphlets-and-tools/recruiting-school-board-members. ~~www.iasb.com/training/recruiting.cfm~~ For guidance regarding conflict of interest and incompatible offices, see *Answers to FAQs Regarding Conflict of Interest and Incompatible Offices* (ICSA), available at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/answers-to-faqs-regarding-conflict-of-interest-and~~www.iasb.com/IASB/media/Documents/COI_FAQ.pdf~~.
When additional qualifications apply, the following items may be included in the Board's list of qualifications: • Meet all qualifications based upon the distribution of population among congressional townships in the district. • Meet all qualifications based upon the distribution of population among incorporated and unincorporated areas.	Board members of some community unit school districts may be subject to historical residential qualifications based on the distribution of population among congressional townships in the district or between the district's incorporated and unincorporated areas. 105 ILCS 5/10-11. **Note:** If a vacancy for an area of residence remains unfilled, a board must submit a proposition at the next general election for the election of a board member at large. 105 ILCS 5/10-10.5(c).

☐ **Decide who will receive completed vacancy applications.**

Guidelines	Explanation
The Board President will accept applications. The Board will discuss, at an open meeting, its process to review the	Who accepts vacancy applications is at the Board's sole discretion. According to Board policy 2:110, *Qualifications, Term, and Duties of Board Officers*, the Board President is a logical officer to accept the applications, but this task may be delegated to the

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Guidelines	Explanation
applications and who will contact applicants for an interview.	Secretary or Superintendent's secretary if the Board determines that it is more convenient. Who accepts the applications must be decided prior to posting the vacancy announcement.

☐ **Create the Board member vacancy announcement.**

Announcement	Explanation
[*Insert District name*] ~~School District _____~~Board Member Vacancy The School District is accepting applications to fill the vacancy resulting from [*reason for vacancy*] of [*former Board member's name*].	The contents of a vacancy announcement, how it is announced, and where it is posted are at the Board's sole discretion. The Board may want to announce the vacancy and its intent to fill it by appointment during an open meeting. The announcement may be posted on the District's website and in the local newspaper(s).
The individual selected will serve on the School Board from the date of appointment to [*date*].	The length of the appointment depends upon when during the term of office the vacancy occurred. See 105 ILCS 5/10-10 and Board policy 2:70, *Vacancies on the School Board - Filling Vacancies*, to determine the length of the appointment. Consult the Board Attorney as needed.
The School District [*School District's philosophy or mission statement*].	See Board policy 1:30, *School District Philosophy*, for the District's mission statement that is specific to the community's goals.
Applicants for the Board vacancy must be: [*Board's list of qualifications*].	See checklist item titled *Develop a list of qualifications for appointment of a person to fill the vacancy*, above.
Applicants should show familiarity with the Board's policies regarding general duties and responsibilities of a Board and a Board member, including fiduciary responsibilities, conflict of interest, ethics, and gift ban. The Board's policies are available at [*locations*].	Listing this along with the Board's list of qualifications assists candidates in understanding a Board member's duties and responsibilities and may facilitate a better conversation during the interview process. See Board policies: 2:20, *Powers and Duties of the School Board; Indemnification*; 2:80, *Board Member Oath and Conduct*; 2:100, *Board Member Conflict of Interest*; 2:105 *Ethics and Gift Ban*; and 2:120, *Board Member Development*.
Applications may be obtained at [*location and address and/or website*] beginning on [*date and time*]. Completed applications may be turned in by [~~*time*~~ *date and* ~~*date*~~*time*] to [*name and title of person receiving applications*].	See action item titled *Decide who will receive completed vacancy applications*, above.

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☐ **Publicize the vacancy announcement by placing it on the District's website, announcing it at a meeting, and/or advertising it in the local newspaper(s).**

☐ **Accept and review applications from prospective candidates (see *Decide who will receive completed vacancy applications*, above).**

☐ **Contact appropriate applicants for interviews (see *Decide who will receive completed vacancy applications*, above).**

☐ **Develop interview questions.**

Interview Questions	Explanation
Why do you want to be a Board member? What specific skills would you bring to the Board? Please give specific examples of your ability in interpersonal relationships and teamwork. What do you see as the role of a Board member? What have you done to prepare yourself for the challenges of being a Board member? Please describe your previous community or nonprofit experiences. What areas in the District would you like to see the Board strengthen? What is your availability to meet the time, training commitments, and other responsibilities required for Board membership? Describe what legacy you would like to leave behind.	Interview questions are at the Board's sole discretion. This list is not exhaustive, but it may help the Board tailor its questions toward finding a candidate who will approach Board membership with a clear understanding of its demands and expectations along with a constructive attitude toward the challenge. The Board may also want to consider allowing an equal amount of time for each interview. See IASB's ~~Recruiting School Board Candidates~~*A School Board's Guide to Identifying, Recruiting, and Mentoring Future School Board Members*, available at: ~~www.iasb.com/training/recruiting.cfm~~ www.iasb.com/about-us/publications/pamphlets-and-tools/recruiting-school-board-members. A prospective candidate to fill a vacancy may raise other specific issues that the Board will want to cover during an interview.

☐ **Conduct interviews with candidates (interviews may occur in closed session pursuant to 5 ILCS 120/2(c)(3)).**

Interview Plan	Explanation
In each interview, the Board President will: Introduce Board members to the candidate at the beginning of the interview.	The Board President will lead the Board as it interviews prospective candidates. See Board policy 2:110, *Qualifications, Term, and Duties of Board Officers*. The P~~p~~resident presides at all meetings. 105 ILCS 5/10-13.

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Interview Plan	Explanation
Describe the Board's interview process, selection process, anticipated timeline, and ask the candidate if he or she has questions about the Board's process for filling a vacancy by appointment. Describe the District's philosophy or mission statement. Describe the vacancy for the candidate by reviewing the: (1) qualifications, and (2) general duties and responsibilities of the Board and the Board members, including fiduciary responsibilities, conflict of interest, ethics and gift ban, and general Board member development. Begin asking the interview questions that the Board developed. Ask the candidate whether he or she has any questions for the Board. Thank the candidate and inform the candidate when the Board expects to make a decision and how the candidate will be contacted regarding the Board's decision.	The Board may also want to consider allowing an equal amount of time for each interview.

☐ **Fill vacancy by a vote during an open meeting of the Board before the 60th day (105 ILCS 5/10-10).**

☐ **Assist the appointed Board member in filing his or her statement of economic interest (5 ILCS 420/4A-105(c)).**

☐ **Announce the appointment to District staff and community.**

Announcement	Explanation
The Board appointed [*appointee's name*] to fill the vacancy on the Board. The appointment will be from [*date*] to [*date*]. The Board previously established qualifications for the appointee in a careful and thoughtful manner. [*Appointee's name*] meets these	The contents of the appointment announcement and length of time it is displayed are at the Board's sole discretion. The Board may want to consider announcing the appointment during its meeting and also by posting it in the same places that it posted the vacancy announcement. See Board policy 8:10, *Connection with the Community*.

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Announcement	Explanation
qualifications and has demonstrated the willingness to accept the duties and responsibilities of a Board member. [*Appointee's name*] brings a clear understanding of the demands and expectations of being a Board member along with a constructive attitude toward the challenge.	

☐ **Administer the Oath of Office and begin orientation.**

Guidelines	Explanation
See Board policy 2:80, *Board Member Oath and Conduct*.	Each individual, before taking his or her seat on the Board, must take an oath in substantially the form given in 105 ILCS 5/10-16.5.
See Board policy 2:120, *Board Member Development*, and exhibit 2:120-E1, *Guidelines for Serving as a Mentor to a New School Board Member*.	Orientation assists new Board members to learn, understand, and practice effective governance principles. See the IASB *Foundational Principles of Effective Governance*, available at: ~~www.iasb.com/principles_popup.cfm~~www.iasb.com/training-and-events/training/training-resources/foundational-principles-of-effective-governance.

☐ **Inform IASB of the newly appointed Board member's name and directory information.** For instructions, see iasb.com/memberships-and-divisions/membership/member-database-instructions/how-to-update-your-district-roster.

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School Board

Exhibit - Resolution to Appoint a Delegate to the Illinois Association of School Boards Delegate Assembly [1]

WHEREAS, the Board of Education of [*insert name of School District*] (Board) is an active member of the Illinois Association of School Boards (IASB);

WHEREAS, as an IASB member, the Board can appoint a delegate to attend and participate in IASB's Delegate Assembly (Delegate Assembly), which is held each year in conjunction with the Joint Annual Conference in Chicago, Illinois;

WHEREAS, at the Delegate Assembly, one delegate from each participating board may vote on resolutions submitted by member boards and any proposed amendments to the IASB Constitution;

WHEREAS, resolutions adopted by the Delegate Assembly become Position Statements which guide IASB's advocacy efforts and legislative agenda on behalf of its members;

WHEREAS, the Board believes it is important that its collective voice be heard at the Delegate Assembly;

THEREFORE, BE IT RESOLVED, that the Board hereby:

1. Appoints [*insert Board member name*] to serve as the Board's delegate at the 20___ Delegate Assembly.

2. Appoints [*insert Board member name*] to serve as the Board's alternate delegate at the 20___ Delegate Assembly, should the delegate be unable to carry out their responsibilities.

3. Directs the appointed delegate to vote on the IASB resolutions and any proposed constitutional amendments at the 20___ Delegate Assembly (*choose one of the following*) [solely in accordance with the consensus reached by the Board at its meeting on [*insert date*]] *OR* [with their independent discretion based on the consensus of the Board at its meeting on [*insert date*] and any discussion had on each resolution].

4. The Board's consensus on the IASB resolutions and any proposed constitutional amendments at the 20___ Delegate Assembly shall be reflected in the Board's meeting minutes.

Adopted this _____ day of _____, 20___.

Attested by: _____, Board President

Attested by: _____, Board Secretary

The footnotes should be removed before the material is used.

[1] Optional. A board may use this sample resolution annually to appoint and provide direction to its delegate at the Ill. Assoc. of School Board's Delegate Assembly at the Joint Annual Conference. For more information about the Delegate Assembly, see www.iasb.com/advocacy/delegate-assembly.

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School Board

Exhibit - Board Treatment of Closed Meeting Verbatim Recordings and Minutes

The following procedures govern the verbatim audio recordings and minutes of School Board meetings that are closed to the public.

Actor	Action
Before any Board meeting: Superintendent or designee	Arranges to have an audio recording device with adequate storage capacity and a back-up audio recording device in the Board meeting room during every Board meeting regardless of whether a closed meeting is scheduled. [1] The Board may close a portion of a public meeting without prior notice; it cannot, however, have a closed meeting unless it can record the session.
Before a closed meeting: Board President or presiding officer (#3 and #4 may be delegated to the Board Secretary or Recording Secretary)	On the closed meeting date: (1) convenes an open meeting, (2) requests a motion to adjourn into closed meeting making sure the reason for the meeting is identified in the motion, (3) takes a roll call vote, (4) ensures that the minutes record the vote of each member present and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting (5 ILCS 120/2a), and (5) adjourns the open meeting.
Before a closed meeting: Superintendent or Board Secretary [2]	Immediately before a closed meeting, tests and activates the audio recording device.

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[1] A verbatim record of all closed meetings in the form of an audio or video recording must be kept. 5 ILCS 120/2.06. A verbatim recording may be through *audio* or *video* technology. ~~The IASB S~~sample policy 2:220, *School Board Meeting Procedure*, and this sample exhibit use *audio* on the basis that audio is generally more accessible than video for recording. In addition, producing an audio recording is generally less challenging and less expensive than producing a video. A board that uses a video recording should amend this exhibit and sample policy 2:220, *School Board Meeting Procedure*.

[2] This responsibility may be given to anyone. The interests of continuity, efficiency, and ease of holding someone accountable suggest that the superintendent be made responsible for making and storing the verbatim recordings and managing board member requests for later access to them pursuant to 5 ILCS 120/2.06(e). If the superintendent is not present in closed session (e.g., during discussions concerning the superintendent's performance as part of an evaluation in his or her absence) the task should be given to the board secretary. A board may also want to discuss renting a safety deposit box at a local financial institution that only the board president and secretary have access to for placement of audio recordings concerning the superintendent's performance as part of an evaluation in the superintendent's absence. If such recordings are maintained electronically, the board may want to discuss limiting access to the digital files so that only the board president and secretary can access them. See f/n 5 below for a discussion of board member access to the verbatim recordings pursuant to 5 ILCS 120/2.06~~-~~(e).~~ -~~ However, consult the board attorney about the logistics of managing a storage location away from the district's administrative offices in light of 5 ILCS 120/2.06(e). This law added another purpose for access to verbatim recordings - allowing board members to listen to them without board approval.

See f/n 4 for a discussion about the logistics of access to these recordings, including the intent of the *in the presence of* language.

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Actor	Action
During a closed meeting: Board President or presiding officer	Convenes the closed meeting stating: Seeing a quorum of the School Board ~~of Education~~ gathered today, ~~___~~ [*state the date*], at [*state the time*] ~~___ o'clock~~, at ____ location, for the purpose of holding a closed meeting in order to confidentially discuss ___, I call the meeting to order. ~~In order t~~To record who is present, I request that each individual state his or her name and position with the District, and whether you are in person or participating remotely by audio or video conference. (**Note:** This script is an example.) Limits discussion to the topics that were included in the motion to go into a closed meeting. The failure to immediately call a person out-of-order who strays from the purposes included in the motion may result in an appearance of acquiescence. ~~-~~This responsibility to call a person out-of-order falls on each Board member in the event of the President's failure. [3] Once the closed meeting is finished, announces a return to an open meeting or adjournment, and states the time.
After a closed meeting: Superintendent, Recording Secretary, or Board Secretary [4]	**For Verbatim Recordings**: Takes possession of the ~~audio~~ recording of the closed meeting and labels it with identification information, specifically the date and items discussed. Adds the identification information contained on the ~~audio~~ recording's label to a cumulative list of closed meeting recordings. As soon as possible, puts the recording of the closed meeting in the previously identified secure location for storing recordings of closed meetings.

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[3] A violation of the Open Meetings Act is a Class C misdemeanor (5 ILCS 120/4) punishable by a fine of up to $1,500 and imprisonment for up to 30 days (730 ILCS 5/5-4.5-65).

[4] See the discussion in f/n 2, above. While the responsibilities for the *preparation and storage* of verbatim recordings and closed session minutes may be delegated to anyone, 5 ILCS 120/2.06(e) requires certain individuals to be present when seated board members request access to these items, which in these instances will not allow delegation by the superintendent, recording secretary, or board secretary (as discussed in f/n 2, above) in the context of supervising access to closed session minutes and verbatim recordings only. Delegation is appropriate in all other circumstances. Access to these items no longer requires board approval and must be provided in the public body's main office or official storage location, *in the presence of*:

a. A records secretary,
b. An administrative official of the board, or
c. Any elected board member.

See f/n 27 of sample policy 2:220, *School Board Meeting Procedure*, for an at-length discussion about the intent of and challenges with the *in the presence of* language.

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Actor	Action
	Upon request of a Board member: [5] 1. Provides access to the verbatim recordings ~~minutes~~ at a reasonable time and place without disrupting District operations; 2. Supervises the access to the ~~closed session minutes~~verbatim recording or delegates it to one of the following individuals in the District: a. The Recording Secretary, b. The Superintendent or designated administrator, or c. Any elected Board member; and 3. Logs the access to the recordings in exhibit 2:220-E7, *Access to Closed Meeting Minutes and Verbatim Recordings*. **For Closed Meeting Minutes**: Prepares written closed meeting minutes that include: [6] • The date, time, and place of the closed meeting • The Board members present and absent • A summary of discussion on all matters proposed or discussed • The time the closed meeting was adjourned Upon request of a Board member: [7] 1. Provides access to the closed session minutes at a reasonable time and place without disrupting District operations; 2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the District: a. The Recording Secretary, b. The Superintendent or designated administrator, or c. Any elected Board member; and 3. Logs the access in exhibit 2:220-E7, *Access to Closed Meeting Minutes and Verbatim Recordings*.
After a closed meeting: School Board	Approves the previous closed meeting minutes at the next open meeting.

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[5] 5 ILCS 120/2.06(e) allows board members to access closed meeting verbatim recordings without board approval. For more discussion, see f/n 4, above.

If the board wishes to mirror the statutory language, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

[6] 5 ILCS 120/2.06 requires that minutes contain, at a minimum, the first three items listed.

[7] See f/n 4, above.

If the board wishes to mirror the statutory language, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

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Actor	Action
In preparation for the semi-annual review: [8] Superintendent or designee	Every six months, prepares a recommendation concerning the continued need for confidential treatment of all of the Board's closed meeting minutes; includes this recommendation in the packet for the meeting in which the Board will conduct its semi-annual review. [9] This step is in preparation for~~of~~ the Board's meeting to decide whether the need for confidential treatment of specific closed meeting minutes continues to exist. If the Board wants to discuss closed meeting minutes in closed session, places "review of unreleased closed meeting minutes" on a closed meeting agenda. [10] Places "result of Board's review of unreleased closed meeting minutes" as an item on a subsequent open meeting agenda.
In preparation for the semi-annual review: Individual Board members	Before the meeting in which the Board will conduct its semi-annual review, examines the material supplied by the Superintendent. Individual Board members should consider: ~~-~~(1) the Superintendent's recommendation, (2) the recommendation of the Board Attorney, (3) other Board members' opinions, (4) the minutes themselves, and/or (5) whether the minutes would be exempted from public disclosure under the Illinois Freedom of Information Act.
During the semi-annual review: School Board	The Board decides in open session whether: ~~-~~(1) the need for confidentiality still exists as to all or part of closed meeting minutes, or (2) the minutes or portions thereof no longer require confidential treatment and are available for public inspection. The Board may have an earlier meeting in closed session to discuss the continued need for confidential treatment.
After the semi-annual review: Superintendent or designee	Re~~-~~labels and re~~-~~files closed meeting minutes as appropriate.
Monthly: Board President	Adds "destruction of closed meeting verbatim ~~audio~~ recording" as an agenda item to an upcoming open meeting.
Monthly: School Board	Approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist.

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[8] Required by 5 ILCS 120/2.06(d)~~, amended by P.A. 102-653~~. *Semi-annual* means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. Id.

[9] While not required, this is intended to assist board members during the semi-annual review of all closed meeting minutes.

[10] 5 ILCS 120/2(c)(21) allows boards to discuss the confidentiality needs of closed meeting minutes in closed session.

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LEGAL REF.: 5 ILCS 120/, Open Meetings Act.

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School Board

Exhibit - Closed Meeting Minutes

Closed Meeting Minutes

Items in bold are required by 5 ILCS 120/2.06(a)(1)-(3). Non-bolded items align with best practices.

Date:_____ **Start Time:**_____

Location:_____

Name of person(s) taking and recording the minutes:_____

Name of person presiding:_____

Members in attendance (indicate whether in person or by video or audio conference):

1.
2.
3.
4.
5.
6.
7.

Members absent:

1.
2.
3.

This meeting was recorded verbatim in the form of ☐ audio or ☐ video recording

Summary of the discussion on all matters (as specified in the vote to close the meeting):

Basis for the finding that litigation is probable or imminent, if applicable (5 ILCS 120/2(c)(11)):

_____

Time of adjournment or return to open meeting:_____

The School Board, during its semi-annual review of closed session minutes, has decided these minutes no longer need confidential treatment. Semi-annual means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. 5 ILCS 120/2.06(d), ~~amended by P.A. 102-653~~.

☐ **These minutes are available for public inspection as of:**_____

(Date)

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School Board

Exhibit - Semi-Annual Review of Closed Meeting Minutes

Logging and Review Process

Step 1. The Board Secretary or Recording Secretary maintains a log of the closed meeting minutes that are unavailable for public inspection. The meeting minutes are logged according to the reason the Board held the closed meeting. See exhibit 2:220-E6, *Log of Closed Meeting Minutes*.

Step 2. The Board meets in closed session to review the log of unreleased closed meeting minutes. The Board or Recording Secretary brings a copy of all unreleased closed meeting minutes and, if requested, allows Board members to review the actual minutes. The Board identifies which closed meeting minutes or portions thereof no longer need confidential treatment. Use *Report Following the Board's Semi-Annual Review of Closed Meeting Minutes*, below.

Step 3. At least *semi-annually* (every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the Board), in an open meeting, the Board takes action to release for public inspection those minutes, or portions thereof, no longer needing confidential treatment. Use *Action to Accept*, below. Closed meeting minutes will not be released for public inspection if confidential treatment is needed to protect the public interest or the privacy of an individual, including: (1) student disciplinary cases or other matters relating to an individual student, and (2) personnel files and employees' and Board members' personal information. 5 ILCS 120/2.06(d)~~, amended by P.A. 102-653~~.

Step 4. The Board Secretary or Recording Secretary: (1) updates the log of unreleased closed meeting minutes to remove any minutes that the Board made available for public inspection; (2) makes a notation on any applicable closed meeting minutes of the Board's action to release it or a portion of it for public inspection; (3) continues to log new closed meeting minutes that the Board has not released for public inspection (see exhibit 2:220-E6, *Log of Closed Meeting Minutes*)~~,~~ and (4) maintains logs for access to closed session minutes pursuant to 5 ILCS 120/2.06(e).

Report Following the Board's Semi-Annual Review of Closed Meeting Minutes

The School Board met on _____ in closed session to conduct its semi-annual review of closed meeting minutes that have not been released for public inspection.

The closed meeting minutes, or portions thereof, from the following dates no longer require confidential treatment: (*insert closed meeting dates*)

The need for confidentiality still exists as to all remaining closed meeting minutes to protect an individual's privacy or the District's interests.

Action to Accept the Board's Semi-Annual Review of Closed Meeting Minutes

Open meeting date:_____

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Motion to approve the Board's semi-annual review of unreleased closed meeting minutes and to release for public inspection those minutes, or portions thereof, that the Board identified as no longer needing confidential treatment made by: _____

Motion seconded by: _____

Action: ☐ Passed ☐ Failed

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School Board

Exhibit - School Board Records Maintenance Requirements and FAQs

Open Meetings Act

The Open Meetings Act (OMA) requires public bodies to "keep written minutes of all their meetings, whether open or closed, and a verbatim record of all their closed meetings in the form of an audio or video recording." 5 ILCS 120/2.06(a). Minutes must include, but are not limited to: (1) the date, time, and place of the meeting; (2) the members of the public body recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and (3) a summary of discussion on all matters proposed, deliberated, or decided, and record of any votes taken. Id.

The remainder of ~~Section~~5 ILCS 120/~~-~~2.06 addresses the approval of open meeting minutes, the treatment of verbatim recordings of closed meetings, the semi-annual review of closed meeting minutes, the confidential nature of closed meeting minutes, and the right of persons to address public officials under rules established and recorded by the public body. The requirements of ~~Section~~5 ILCS 120/~~-~~2.06, as well as OMA requirements pertaining to Board agendas, are included in Board policy 2:220, *School Board Meeting Procedure*.

Exhibit 2:220-E3, *Closed Meeting Minutes*, provides a sample template for keeping closed meeting minutes that incorporates the requirements of ~~Section~~ 5 ILCS 120/2.06 of OMA. It also includes an area to designate if the Board has determined, pursuant to ~~Section~~ 5 ILCS 120/2.06(d), that the closed meeting minutes no longer need confidential treatment.

Exhibit 2:220-E4, *Open Meeting Minutes*, contains a protocol for open meeting minutes that incorporates the requirements of Section 2.06 of OMA. It also provides a sample template for keeping open meeting minutes.

Exhibit 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*, contains a process for implementing the semi-annual review of closed meeting minutes, and exhibit 2:220-E6, *Log of Closed Meeting Minutes*, is designed to facilitate this semi-annual review
(every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the Board). 5 ILCS 120/2.06(d)~~, amended by P.A. 102-653~~.

Exhibit 2:220-E9, *Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration*, contains a process for compliance with ~~10~~5 ILCS 120/7(e)~~, added by P.A. 101-640,~~ when a board is meeting without a physical quorum present at the meeting location during a disaster declaration related to public health concerns.

Local Records Act

The Local Records Act (LRA) provides that public records, including "any book, paper, map, photograph, digitized electronic material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connections with the transaction of public business and preserved or appropriate for preservation by such agency or officer" must be preserved unless the State Local Records Commission has given permission to destroy those records. 50 ILCS 205/3 and 7. Board records, including agendas, meeting packets and meeting minutes, fall into this definition.

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Public bodies located in Cook County must work with the Local Records Commission of Cook County to determine how long they must retain public records. Public bodies located outside of Cook County must work with the Downstate Local Records Commission to determine how long they must retain public records.

Board ~~Policy~~ policy 2:250, *Access to District Public Records*, contains a subhead entitled **Preserving Public Records** which provides as follows:

> Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the District's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), District auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

See the sample policy, 2:220, *School Board Meeting Procedure*, for all relevant footnotes. Also see administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*, for recommendations regarding school district records retention protocols and links to web-based record management resources.

Open Meeting Minutes

Are we required to approve them?	**Must they be semi-annually reviewed?**	**May we release them to the public?**	**May we destroy them?**
Yes, within 30 days or at the next subsequent meeting, whichever is later. *A public body shall approve the minutes of its open meeting within 30 days after that meeting or at the public body's second subsequent regular meeting, whichever is later*. 5 ILCS 120/2.06(b).	No. Unlike the closed meeting requirement, OMA does not contain semi-annual review requirements for open meeting minutes.	Yes, must release within 10 days after minutes are approved. *The minutes of meetings open to the public shall be available for public inspection within 10 days after the approval of such minutes by the public body.* ~~*Beginning July 1, 2006, at the time it complies with other requirements of this subsection, a*~~*[A] public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 10 days*	No. There is no OMA provision permitting the destruction of open meeting minutes, and **they must be preserved unless the State Local Records Commission has given permission to destroy them.** If a public body would like to destroy open meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that the Local Records Commission would approve of their destruction.

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Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
		after the approval of the minutes by the public body. ~~Beginning July 1, 2006, [A]a~~ny minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting. 5 ILCS 120/2.06(b).	

Open Meeting Verbatim Recordings

Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
No. OMA does not require public bodies to approve verbatim recordings of open meetings.	No. Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings, unless the public body is meeting without the physical presence of a quorum during a disaster declaration related to public health concerns. 5 ILCS 120/7(e). OMA does not contain semi-annual review requirements for open meeting verbatim recordings.	Yes. Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings, unless the public body is meeting without the physical presence of a quorum during a disaster declaration related to public health concerns. 5 ILCS 120/7(e). If a public body makes verbatim recordings of open meetings, then such recordings are subject to public disclosure pursuant to the Freedom of Information Act. 5 ILCS 140/.	Open meeting verbatim recordings made of meetings held without the physical presence of a quorum of a public body during a disaster declaration related to public health concerns may be destroyed after 18 months if the prerequisites are met. (See **Closed Meeting Verbatim Recordings** subhead, below). *[P]ublic bodies holding open meetings under this subsection (e) must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under this paragraph (9) shall be made available to the public under, and are otherwise subject to, the provisions of Section*

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Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
			2.06. 5 ILCS 120/7(e)(9). In all other cases, if a public body would like to destroy open meeting verbatim recordings, then it must comply with the LRA and work with its Local Records Commission.

Closed Meeting Minutes

Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
Yes. OMA does not directly state public bodies are required to approve closed meeting minutes, nor does it set a time frame for such approval. However, OMA Section 2.06(d) requires public bodies to meet at least semi-annually to "review minutes of all closed meetings." 5 ILCS 120/2.06(d). Moreover, OMA Section 2.06(c) specifically allows the destruction of closed meeting verbatim recordings only if certain conditions are met, one of which is that "the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section." 5 ILCS 120/2.06(c)(2). Both of	Yes. *Each public body shall periodically meet to review all existing minutes of all prior closed meetings (this includes records from all time that the board has been in existence). Meetings to review minutes shall occur every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes*	Yes, if prerequisites are met. *Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.* 5 ILCS 120/2.06(f).	No. There is no OMA provision permitting the destruction of closed meeting minutes, and **they must be preserved unless the State Local Records Commission has given permission to destroy them.** In addition: *No minutes of meetings closed to the public shall be removed from the public body's main office or official storage location, except by vote of the public body or by court order.* 5 ILCS 120/2.06(f). If a public body would like to destroy closed meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that

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Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
these tasks would be difficult to achieve if closed meeting minutes were not first approved. One practice is to approve closed meeting minutes within the same time frame that open meeting minutes are approved – within 30 days of the meeting or at the next subsequent meeting, whichever is later.	*or portions thereof no longer require confidential treatment and are available for public inspection*. 5 ILCS 120/2.06(d)~~, amended by P.A. 102-653~~.		the Local Records Commission would approve of their destruction.

Closed Meeting Verbatim Recordings

Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
No. OMA does not require approval of closed meeting verbatim recordings.	No. OMA does not require semi-annual review of closed meeting verbatim recordings.	Possibly but unlikely. *Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act.* 5 ILCS 120/2.06(e). But see Kodish v. Oakbrook Terrace Fire Protection Dist. (235 F.R.D. 447 (N.D.Ill. 2006), where a federal district court ordered	Yes, after 18 months if prerequisites are met. *The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after: 1.) the public body approves the destruction of a particular recording; and 2.) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section.* 5 ILCS 120/2.06(c).

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Are we required to approve them?	Must they be semi-annually reviewed?	May we release them to the public?	May we destroy them?
		that closed meeting verbatim recordings be disclosed to the Plaintiff in discovery because his primary claim was brought under federal law.	In addition: *No verbatim recordings shall be recorded or removed from the public body's main office or official storage location, except by vote of the public body or by court order.* 5 ILCS 120/2.06(e).

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Professional Personnel

Exhibit - Unsatisfactory Performance Report for Substitute Teachers

To be submitted to the Building Principal. Please print.

Substitute Teacher's N~~n~~ame _____ ID # _____

School _____ Assignment _____

Classroom/-T~~t~~eacher's N~~n~~ame _____ Date(s) of substitution _____

Explanation of area(s) of concern:

_____

_____

_____

_____

_____

_____

_____

_____

Reported by: ☐ Student ☐ Staff ☐ Both

In the future, please do not assign this substitute to:

☐ Classroom/Teacher's N~~n~~ame _____

☐ Grade ~~l~~Level _____

☐ Building _____

☐ Any Position _____

_____

Reporter's N~~n~~ame (printed)

_____ _____

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Reporter's Ssignature Date

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Educational Support Personnel

Exhibit - Notice of Employment

On District letterhead

To _____ Date _____

Please accept this letter as an acknowledgment that you ~~have been or are being offered~~are employed~~ment~~ with the School District under the terms and conditions as stated in this letter, ~~School~~ Board policy, and any applicable employee handbook and/or collective bargaining agreement. ~~If you wish to accept this offer~~To acknowledge these conditions, sign below and return this letter to the central administrative office.

Job position or title _____

Date and time on which you are to report to work _____

Job location _____

Hours per day _____ Days per week _____

Your hourly rate is $ _____

The remaining terms and conditions of your employment, as well as any employment benefits, are contained in Board policy and any applicable employee handbook and/or collective bargaining agreement. These items will be discussed during your orientation.

_____ _____

Board President or Secretary Date

_____ _____

Superintendent Date

For successful candidate/employee (*Sign and return to the central administrative office*.)

I understand that I am an employee-at-will and that my employment may be terminated at anytime with or without cause, subject to the terms and conditions of any applicable policy, employee handbook and/or collective bargaining agreement. I agree to comply with the Board's policies, the District's administrative~~on's~~ procedures, and supervisors' instructions.

_____ _____

Employee Date

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Instruction

Exhibit - Online Safety Resources

For students:

Federal Trade Commission – www.consumer.ftc.gov/features/kids-online

Tips for Safe Social Networking for Teens (2017) – www.connectsafely.org/social-web-tips-for-teens/

NetSmartz – www.missingkids.org/netsmartz/resources

DHS know2protect Kids & Teens – www.dhs.gov/know2protect/k2p-kids-teens

National Crime Prevention Council – https://www.ncpc.org.sg/internetsafety/

For families:

Connect Safely – https://connectsafely.org/social-media-topic/.

Raising Digital Citizens (2022) – www.staysafeonline.org/articles/raising-digital-citizens

Cyberbullying Research Center – https://cyberbullying.org

A few tips to keep your child safe online (2019) – www.consumer.ftc.gov/blog/2019/04/coppa-few-tips-keep-your-child-safe-online

Keeping Children Safe Online (2023) – www.cisa.gov/news-events/news/keeping-children-safe-online

Safer Social Media and Messaging Apps for Kids – www.commonsensemedia.org/lists/safer-social-media-and-messaging-apps-for-kids

Cybersecurity Awareness Program Parent and Educator Resources (2021) – www.cisa.gov/resources-tools/resources/cybersecurity-awareness-program-parent-and-educator-resources

American Psychological Association – www.apa.org/topics/social-media-internet/social-media-parent-tips

American Academy of Pediatrics – www.aap.org/en/patient-care/media-and-children/center-of-excellence-on-social-media-and-youth-mental-health/

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7:180-AP1, E7 Exhibit - Response to Bullying

7:185 Teen Dating Violence Prohibited

7:185-E Exhibit - Memo to Parents/Guardians Regarding Teen Dating Violence

7:190 Student Behavior

7:190-AP1 Student Handbook - Hazing Prohibited

7:190-AP2 Student Handbook - Gang Activity Prohibited

7:190-AP3 Administrative Procedure - Guidelines for Reciprocal Reporting of Offenses Committed by Students

7:190-AP4 Administrative Procedure - Use of Isolated Time Out, Time Out, and Physical Restraint

7:190-AP5 Student Handbook - Electronic Devices

7:190-AP6 Administrative Procedure - Guidelines for Investigating Sexting Allegations

7:190-AP7 Administrative Procedure - Student Discipline Guidelines

7:190-AP8 Administrative Procedure - Student Re-Engagement Guidelines

7:190-AP9 Administrative Procedure - Administrative Transfer to Regional Safe School Program

7:190-E1 Exhibit - Aggressive Behavior Reporting Letter and Form

7:190-E2 Exhibit - Student Handbook Checklist

7:190-E3 Exhibit - Memorandum of Understanding

7:190-E4 Exhibit - Acknowledgement of Receiving Student Behavior Policy and Student Conduct Code

7:200 Suspension Procedures

7:200-E1 Exhibit - Short Term Out-of-School Suspension (1-3 Days) Reporting Form

7:200-E2 Exhibit - Long Term Out-of-School Suspension (4-10 Days) Reporting Form

7:210 Expulsion Procedures

7:210-E1 Exhibit - Notice of Expulsion Hearing

7:220 Bus Conduct

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7:220-AP Administrative Procedure - Electronic Recordings on School Buses

7:230 Misconduct by Students with Disabilities

7:240 Conduct Code for Participants in Extracurricular Activities

7:240-AP1 Administrative Procedure - Code of Conduct for Extracurricular Activities

7:240-AP2 Administrative Procedure - Extracurricular Drug and Alcohol Testing Program

7:240-AP2, E1 Exhibit - Consent to Participate in Extracurricular Drug and Alcohol Testing Program

Welfare Services

7:250 Student Support Services

7:250-AP1 Administrative Procedure - Measures to Control the Spread of Head Lice at School

7:250-AP2 Administrative Procedure - 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 Administrative Procedure - Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence

7:255-AP2 Administrative Procedure - Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence

7:260 Exemption from Physical Education

7:270 Administering Medicines to Students

7:270-AP1 Administrative Procedure - Dispensing Medication

7:270-AP2 Administrative Procedure - Checklist for District Supply of Undesignated Medication(s)

7:270-E1 Exhibit - School Medication Authorization Form

7:270-E2 Exhibit - School Medication Authorization Form - Medical Cannabis

7:275 Orders to Forgo Life-Sustaining Treatment

7:280 Communicable and Chronic Infectious Disease

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7:280-AP Administrative Procedure - Managing Students with Communicable or Infectious Diseases

7:280-E1 **OPEN**

7:280-E2 Exhibit - Reporting and Exclusion Requirements for Common Communicable Diseases

7:280-E3 Exhibit - Preventing Staphylococcal Infections for Schools

7:285 Anaphylaxis Prevention, Response, and Management Program

7:285-AP Administrative Procedure - Anaphylaxis Prevention, Response, and Management Program

7:285-AP, E Administrative Procedure - Allergy and Anaphylaxis Emergency Plan

7:290 Suicide and Depression Awareness and Prevention

7:290-AP Administrative Procedure - Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program

Activities

7:300 Extracurricular Athletics

7:300-E1 Exhibit - Agreement to Participate

7:300-E2 Exhibit - Certificate of Physical Fitness for Participation in Athletics

7:300-E3 Exhibit - Authorization for Medical Treatment

7:305 Student Athlete Concussions and Head Injuries

7:305-AP Administrative Procedure - Program for Managing Student Athlete Concussions and Head Injuries

7:310 Restrictions on Publications; Elementary Schools

7:310-AP Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools

7:315 Restrictions on Publications; High Schools

7:315-AP Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools

7:320 **OPEN**

7:325 Student Fundraising Activities

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7:325-E Exhibit - Application and Procedures to Involve Students in Fundraising Activities

7:330 Student Use of Buildings - Equal Access

7:330-E Exhibit - Application ~~for~~ to Establish Noncurriculum Related Student Groups ~~t~~That Are Not School Sponsored ~~to~~ and Request ~~for~~ Free Use of School Premises for Meetings

Records

7:340 Student Records

7:340-AP1 Administrative Procedure - School Student Records

7:340-AP1, E1 Exhibit - Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records

7:340-AP1, E2 Exhibit - Using a Photograph or Video Recording of a Student

7:340-AP1, E3 Exhibit - Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information

7:340-AP1, E4 Exhibit - Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information

7:340-AP1, E5 Exhibit - Biometric Information Collection Authorization

7:340-AP2 Administrative Procedure - Storage and Destruction of School Student Records

7:340-AP2, E1 Exhibit - Letter Containing Schedule for Destruction of School Student Records

7:345 Use of Educational Technologies; Student Data Privacy and Security

7:345-AP Administrative Procedure - Use of Educational Technologies; Student Data Privacy and Security

7:345-AP, E1 Exhibit - Student Covered Information Reporting Form

7:345-AP, E2 Exhibit - Student Data Privacy; Notice to Parents About Educational Technology Vendors

7:345-AP, E3 Exhibit - Parent Notification Letter for Student Data Breach

7:345-AP, E4 Exhibit - Notice of Parent Rights Regarding Student Covered Information

7:345-AP, E5 Exhibit - Parent Request Form for Student Covered Information

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7:345-AP, E6 Exhibit - Parent Request Form for Correction of Student Covered Information

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Students

Exhibit - Aggressive Behavior Reporting Letter and Form

Dear Parent(s)/Guardian(s):

Please be advised that your child engaged in behavior that, if repeated, could escalate into aggressive behavior, such as bullying. Illinois law requires school districts to notify the parent or guardian of a child who demonstrated behaviors that put him or her at risk for engaging in aggressive behavior. 105 ILCS 5/10-20.14.

The ~~School~~ Board policy on student behavior prohibits a student while at school or a school-related activity from: (1) engaging in any kind of bullying or aggressive behavior that causes physical or psychological harm to someone else, and/or (2) urging other students to engage in such conduct.

This early notification is intended to help ~~all of~~ us work together to avoid repetition of the behavior.

Student _____ Incident date_____

Incident location_____ Incident time_____

Reported by_____ Reporting date_____

Description of the behavior: (*Reporters, be specific. Describe what happened, what harm resulted, the ~~child~~student's explanation, and any known or suspected causes for what happened.*)

_____

_____

_____

_____

_____

Follow-up conference: I or someone from my office will telephone you to schedule an in-person meeting or telephone conference to discuss what occurred and ways to help your child~~,~~ (1) be aware of how others were affected by the behavior, and (2) ~~to~~ understand boundaries and manage conflict.

The following consequence(s) or intervention(s) is/are recommended:

- ☐ Counseling or other support services for your child.
- ☐ Providing opportunities for all individuals involved in an incident to reach a resolution.
- ☐ Enabling your child to make amends for the harm caused.
- ☐ Suggesting your child receive non-District affiliated services.
- ☐ [*Insert other*]_____

_____

_____

The District is committed to helping those involved learn from this experience.

_____ _____

Building Principal Date

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Students

Exhibit - Acknowledgement of Receiving Student Behavior Policy and Student Conduct Code

Board policy 7:190, *Student Behavior*, and the *Student Conduct Code* were developed to help all students receive quality instruction in a safe and positive educational environment. Board policy 7:190, *Student Behavior*, is contained in the *Student Conduct Code*.

Please review and discuss the Board policy on *Student Behavior* and the *Student Conduct Code* with your child, sign this sheet, and return it to your child's school. Should you have any questions, please contact your child's Building Principal.

You may access electronic copies of ~~the~~ Board policy 7:190~~on~~, *Student Behavior*, and the *Student Conduct Code* on the District website: _____

Failure to return this acknowledgement and pledge will not relieve a student or the parent/guardian from being responsible for knowing and complying with the rules contained within the Board policy on *Student Behavior* and the *Student Conduct Code*.

Acknowledgement

I acknowledge receiving the Board policy on *Student Behavior* and the *Student Conduct Code*, and I have reviewed them and understand the responsibilities contained in them.

Parent/Guardian:_____ Date:_____

I acknowledge receiving the Board policy on *Student Behavior* and the *Student Conduct Code*. I pledge to follow the *Student Behavior* policy and *Student Conduct Code* and to help maintain a safe and positive school environment.

Student:_____ Date:_____

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Students

Exhibit - Short Term Out-of-School Suspension (1-3 Days) Reporting Form

Dear Parent(s)/Guardian(s):

Illinois law requires ~~a School~~the District to provide the following information to a parent/guardian of a child who is suspended from school due to an act of gross disobedience or misconduct. 105 ILCS 5/10-22.6.

Student _____ Incident Date _____

Student handbook rule(s) and/or Board policy violated: _____

Date and time of pre-suspension conference with student: _____

(If this conference was not held because the student's conduct posed an immediate danger to persons or property, list the date and time the pre-suspension conference will be conducted.)

Date(s) of suspension: _____

Date student is eligible to return to school: _____

Description of incident: *(List all pertinent information (date, time, location) regarding the specific act(s) of gross disobedience or misconduct resulting in the decision to suspend.)*

_____

_____

_____

Rationale for the specific duration of the suspension:

_____

_____

_____

It has been further determined that: (*At least one of the following must be completed.*)

I. **Your child's continued presence at school poses a threat to school safety.** Due to the egregious nature of your child's conduct (i.e., physical harm, violence, threat) and/or the history or record of your child's past conduct, school officials have determined that your child is likely to engage in similar conduct in the future. These determinations include, but are not limited to, one or more of the following additional reasons: (*List explanation below.*)

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II. **Your child's continued presence at school poses a disruption to other students' learning opportunities.** Due to the egregious nature of your child's conduct (i.e., physical harm, violence, threat) and/or the history or record of your child's past conduct school, officials have determined that (a) your child is likely to engage in similar conduct in the future, and/or (b) the presence of your child at school will foster a culture that his or her behavior(s) at school is/are acceptable or tolerated. These determinations include, but are not limited to, or more of the following: (*List explanation below.*)

The school is required to make all reasonable efforts to resolve threats or disruptions and minimize the length of out-of-school suspensions. The following behavioral and disciplinary interventions have been exhausted. (*List all behavioral and disciplinary interventions and resources previously utilized to address the student's behavior or indicate if there are no appropriate and available interventions and resources; e.g., any previous correspondence with parents or guardians about the behavior, check-in/check-out, functional behavioral analysis (FBA), behavioral improvement plan (BIP), social academic instructional group (SAIG), in-school suspension, out-of-school suspension and/or other interventions and resources.*)

During the period of suspension, your child may not be present at school, on grounds owned or controlled by the School District or at any School District activity. Failure to comply with this directive constitutes a trespass and will be dealt with accordingly.

Upon returning to school, your child will ~~be given an~~have an opportunity to make up work missed during the suspension for equivalent academic credit.

To discuss this matter, you may contact the Building Principal. Alternatively, you have the right to have the suspension reviewed by the School Board or a hearing officer acting on the Board's behalf. To schedule a Board hearing, please send a written request within ten (10) calendar days to (*insert name and address of the Superintendent's office*).

Building Principal Date

cc: School Board

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Students

Exhibit - Application ~~for~~ to Establish Noncurriculum Related Student Groups T~~t~~hat Are Not School Sponsored ~~to~~ and Request for Free Use of School Premises for Meetings

[*For high school and unit districts*]

A student must complete this form to request to establish a noncurriculum related student group or club that is not school sponsored and to request the free use of school premises for a meeting ~~of a student group that is not school-sponsored~~. Only one student needs to complete the application. Submit the completed application to the Building Principal at least one week before the first meeting. When a copy of this form is returned to the student with the necessary approval signature, the group may use the designated school premises, at the identified time, for its meetings.

Student applicant	Student contact number
Student group name	Requested school premises to be used
Program/Meeting	Program/Activity date(s) and time(s)
Materials or equipment to be brought into facility, if any	

The following rules apply to the free use of school premises by noncurriculum related non-school-sponsored student groups:

1. The meeting(s) must be student-initiated, meaning that a request to use school premises is being made by a student and the group or club is led by a student.
2. The meeting(s) must occur during non-instructional time identified by the Building Principal. This time is typically before classroom instruction begins or after it ends.
3. In scheduling the use of school premises, activities associated with the District's educational program have priority over the activities of any other organization. Otherwise, school premises will be available on a first-come, first-served basis.
4. The assigned room and its contents must be restored to its original condition and configuration after each use. Only modular furniture may be moved. Nothing shall be adhered or affixed to walls that will leave marks. Any decorations used shall be removed after the meeting. The contents of any assigned room are the property of the ~~School~~ District or teacher and shall not be handled or removed.
5. Before any meeting, a member of the noncurriculum related non-school-sponsored student group must give the office the names of anyone attending the meeting who is neither a student nor a school staff member. All visitors must register at the school office before proceeding to any scheduled student meeting. Non-school individuals may not regularly attend meetings. Any visitors

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to school property are also expected to follow Board policy 8:30, *Visitors to and Conduct on School Property*.

6. All advertisements, including flyers or wall postings, must contain neutral content generally limited to club/group name, meeting time(s), and location(s) as well as the approval, with initials, of a teacher or administrator and include the following disclaimer: "This flyer was created by the [*insert name of student group*] and does not in any way represent the views or opinions of [*insert District name*]." Any advertisements must also comply with Board policy 8:25, *Advertising and Distributing Materials in Schools Provided by Non-School Related Entities.* The following mediums ~~are~~ may be available on request to announce group meetings:
    - Office bulletin board containing announcements
    - Public address system
    - Student newspaper
    - School or District website
7. No activity is allowed on school grounds that would violate the student disciplinary policy. Any student who engages in misconduct is subject to disciplinary action, including suspension and expulsion.
8. A school staff member ~~or other responsible adult~~ must be present in a supervisory capacity.
9. The Equal Access Act, 20 U.S.C. §4071 et seq., controls the free use of school premises by non-school-sponsored noncurriculum related student groups.
10. The use of school facilities by student groups or clubs directed and controlled by non-school persons ~~non-school-sponsored groups~~ is governed by Board policy 8:20, *Community Use of School Facilities*. Do not use this form to request meeting space for those groups or clubs.
~~9.~~11. The school retains the right to suspend the student group's or club's approval status and/or use of school premises or resources at any time for violations of these rules.

I agree to follow the rules stated in this application and all Board policies and administrative procedures related to the student group's use of the school's facilities.

Student applicant signature _____ Date _____

Note to office: after the Building Principal acts on this application, return a copy of it to the student making the request and keep the original in the office.

☐ **Approved** ☐ **Denied**

This non-school-sponsored student group may meet in the following location at the identified times with the assigned school staff member supervising the meeting:

Location and Assigned School Staff Member _____ Time _____

Building Principal or designee _____ Date _____

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School Board

Public Participation at School Board Meetings and Petitions to the Board [1]

During each regular and special open meeting of the School Board or Board Committee, any person may comment to or ask questions of the ~~School~~ Board (*public participation*), subject to the reasonable constraints established and recorded in this policy~~'s guidelines below~~.[2] The Board listens to comments

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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 Open Meetings Act (OMA) requires public bodies to have rules (a policy) on public participation. Public comment is synonymous with public participation. They are used interchangeably in the footnotes below. 5 ILCS 120/. Customize this policy to ensure it is responsive to the community's public participation needs.

OMA and the School Code grant any person the right to address a school board during any open meeting. See 5 ILCS 120/2.06, 105 ILCS 5/10-6 (board of directors), 5/10-16 (board of education), and Public Access Opinion (PAO) 19-2. See f/ns 2, 4, and 5 below for more detailed discussions.

Policy 2:110, *Qualifications, Term, and Duties of Board Officers*, governs the board president's duties, one of which is to preside at all meetings, including presiding over public participation and enforcing this policy. Enforcing this policy is key to the board conducting a successful meeting. The board president should speak with the board attorney to: (1) craft opening statements for the public participation portion of the meeting related to enforcement of this policy and consequences for violating it or any other related board policies, and (2) discuss whether the presence of security and/or law enforcement is advisable, especially when public participation is expected to be long or contentious. For ~~a~~ resource~~s~~ on best practices for managing challenging public comment periods, including a sample opening statement, see: www.iasb.com/policy-services-and-school-law/guidance-and-resources/managing-challenging-public-comment-periods/ and other learning opportunities through IASB's Online Learning Center, at: www.iasb.com/conference-training-and-events/training/online-learning/online-courses/.

While it does not apply directly to school boards, the Empowering Public Participation Act, 5 ILCS 850/, ~~added by P.A. 102-348,~~ prohibits law enforcement agencies or officers employed by them from intentionally conducting background checks of individuals based solely on the fact that they are speaking at an open meeting of a public body. Consult the board attorney for a discussion related to the appropriateness of board members and school officials using search engines and/or other social media platforms to search for information about individuals speaking during public participation.

[2] This sentence combines 105 ILCS 5/10-16 and 5 ILCS 120/2.06(g). Prohibiting public comment and/or restricting public comment to written filings violates the mandates and overarching purpose of OMA. Roxana CUSD No. 1 v. EPA, 998 N.E.2d 961 (Ill.App.4 2013).

While some courts have upheld public bodies limiting public comment to certain subjects, such as only subjects on the agenda or only related to the business of the public body, this sample policy does not provide default sample text for limiting public comment to certain subjects. This is because 105 ILCS 5/10-16 requires school boards to allow members of the public "to comment to or ask questions of the board." The cases in which courts upheld limiting public comment to certain subjects involved public bodies with no governing statutes that required the public body to allow the public "to comment to or **ask questions of the board."**

Consult with the board attorney for guidance before adopting a maximum time limit for public participation; public comment rules are frequently challenged. The Ill. Public Access Counselor (PAC) has issued only unpublished, non-binding opinions approving of 30- and 60-minute overall time limits for public comment under OMA. The PAC has issued a binding opinion finding that a public body violated OMA when, pursuant to an unrecorded rule, it limited public comment on a controversial topic to 15 minutes. ~~Public Access Opinion (~~PAO~~)~~ 19-2. The PAC noted that while the lack of an adopted policy on the time period for public comment did not "necessarily mean that public comment must be allowed to continue indefinitely," the public body presented "no evidence that limiting comments was necessary to maintain decorum or that extending the comment period would have unduly interfered with the orderly transaction of public business." Id. If the board wants to establish a maximum time limit for public participation, it may revise the first sentence of the paragraph as follows:

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or questions during public participation; responses to comments to or questions of the Board are most often managed through Board policy 3:30, *Chain of Command*. [3]

To preserve sufficient time for the Board to conduct its business, any person appearing before the Board is expected to follow these guidelines: [4]

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President. This includes following the directives of the Board President to maintain order and decorum for all.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

For a maximum of 60 minutes ~~D~~during each regular and special open meeting of the School Board or Board Committee, any person may comment to or ask questions of the ~~School~~ Board (*public participation*), subject to the reasonable constraints established and recorded in this policy~~'s guidelines below~~. The time limit for public participation at a meeting may be extended upon the majority vote of the Board members at the regular or special meeting.

If a board wants to establish a time limit other than 60 minutes, substitute with the time limit desired. Note that any extension of a public comment period cannot be based on the viewpoint of a speaker(s).

[3] The law does not require board members to respond during public participation, and best practices for meetings instruct board members to refrain from engaging in commentary with members of the public during public participation.

[4] OMA does not but PAO 19-2 does provide specific rules. These guidelines may be amended. The guidelines for public comment and the time limits (if any) should be reviewed with the board attorney. Restrictions on public comment during board meetings must respect free speech rights guaranteed by the First Amendment. Do not use viewpoint-based restrictions on public comment time unless approved by the board attorney. Many decisions address the tension between free speech and rules for public comment during meetings. See, for example:

Mnyofu v. Rich Twp. High Sch. Dist., 2007 WL 1308523 (N.D.Ill. 2007)(school boards may impose guidelines for running meetings to maintain effectiveness).

PAO 19-2 (~~T~~the PAC ordered a board to refrain from applying unestablished and unrecorded rules to restrict public comment at future meetings stating, "Though a public body has inherent authority to conduct its meetings in an efficient manner and need not allow public comment to continue indefinitely, there was no evidence that capping public comment to 15 minutes was necessary to maintain decorum or that extending the comment period would have unduly interfered with the orderly transaction of public business.").

PAO 21-9 (The PAC found a board violated OMA when it required public comments about retention of a coach to be made in closed, rather than open, session).

PAO 26-1 (The PAC suggested that a public body can cut off inflammatory comments that disrupt a meeting because the content is profane or insulting, even in the absence of a specific rule; however, a public body cannot cut off a speaker simply because they name a certain member of the board). Note that this sample policy incorporates the rules in sample policy 8:30, *Visitors to and Conduct on School Property*, which, in part, prohibits threats, harassment, and obscenity).

Lowery v. Jefferson Co. Bd of Educ., 586 F.3d 427 (6th Cir. 2009)(upheld a rule prohibiting speakers from being frivolous, repetitive, or harassing).

Steinburg v. Chesterfield Cnty. Planning Comm'n, 527 F.3d 377 (4th Cir. 2008), *cert. denied* (upheld removal of a man from a public meeting for behaving in a hostile manner).

Norse v. City of Santa Cruz, 629 F.3d 966 (9th Cir. 2010)(remanded a decision upholding community member's removal from city council meeting after community member gave a Nazi salute in presiding officer's direction, which is considered as classic viewpoint discrimination for which city council members were not entitled to qualified immunity).

Fairchild v. Liberty Indep. Sch. Dist., 597 F.3d 747 (5th Cir. 2010)(upheld a policy banning discussion of personnel matters during public comment; the rationale turned, at least in part, on the Texas open meetings law).

Bach v. Sch. Bd. of the City of Virginia Beach, 139 F.Supp.2d 738 (E.D.Va. 2001)(struck down a rule that prohibited personal attacks during public comments at meetings).

Ison v. Madison Local Sch. Dist. Bd. of Educ., 3 F.4th 887 (6th Cir. 2021)(found a policy prohibiting statements that were personally directed, abusive, or antagonistic constituted viewpoint discrimination in violation of the First Amendment).

Platt v. Mansfield, 162 F.4th 430 (4th Cir. 2025)(holding a board policy prohibiting public comments that target, criticize, or attack individual students likely did not violate the First Amendment if applied in a nondiscriminatory manner).

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2. Use a sign-in sheet, if requested. [5]
3. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to three~~five~~ minutes.[6] In ~~unusual~~ extenuating circumstances, e.g., to accommodate a person's disability or language interpreter, and when an individual has made a request to speak for a longer period of time, the Board President may allow a person to speak for more than three~~five~~ minutes. If multiple individuals wish to address the Board on the same subject, the group is encouraged to appoint a spokesperson.
4. Observe, when necessary and appropriate, the Board President's authority to:
    a. Shorten the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak; and/or
    b. Determine procedural matters regarding public participation not otherwise covered in Board policy.
5. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Visitors to and Conduct on School Property*. [7]

Petitions or written correspondence to the Board shall be presented to the Board in the next regular Board packet. [8]

Commented [DJ1]: Note to Subscribers: A three-minute time limit is suggested, based on the practice of many boards. See the discussion in footnote 6 about the length of time for public comment.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[5] Optional. A public commenter cannot be excluded for refusing to provide his or her home address or because he or she is not a district resident. PAOs 14-9 and 19-9. Generally, a board should consult with its attorney regarding the practice of excluding public commenters for reasons relating to the sign-in sheet.

[6] Time limits for any one person to address the Board during public participation may be adjusted up~~, or down~~but consult the board attorney before setting time limits below three minutes. Based upon I.A. Rana Enterprises, Inc. v. City of Aurora, 630 F.Supp.2d 912 (N.D.Ill. 2009), many attorneys agree that speaker time limits should be a minimum of three minutes per person, but some public bodies have successfully implemented two minutes per person. This sample uses three~~five~~ minutes because it is a frequently used time limit. See I.A. Rana Enterprises, Inc. ~~v. City of Aurora, 630 F.Supp.2d 912 (N.D.Ill. 2009)~~ (finding a three-minute time limit reasonable citing Wright v. Anthony, 733 F.2d 575, 577 (8th Cir. 1984) which upheld a five-minute time limit for individual public comments and holding time limits serve "a significant governmental interest in conserving time and in ensuring that others ha[ve] an opportunity to speak"). Note that the Ill. Municipal Code, which applied to the City of Aurora in I.A. Rana Enterprises, Inc., did not have the same requirements as the School Code to allow members of the public to "comment to or ask questions of the board." I.A. Rana Enterprises, Inc. also predated the 2011 amendments to OMA allowing "[a]ny person an opportunity to address public officials under the rules established and recorded by the public body."

~~Based upon I.A. Rana Enterprises, Inc., many attorneys agree that speaker time limits should be a minimum of three minutes per person, but some public bodies have successfully implemented two minutes per person. Consult the board attorney before setting time limits below three minutes.~~

[7] See sample policy 8:30, *Visitors to and Conduct on School Property*, at f/n 23, for a discussion regarding exclusion of persons from board meetings for their failure to follow conduct rules ~~Nuding v. Cerro Gordo CUSD, 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; the ban was based on the parent's exposing a toy gun and a pocketknife at a board meeting)~~.

Initiating lawsuits against citizens over their uncivil public comments is tricky. Always consult the board attorney, and in some instances, a board member may need to consult his or her own private attorney. The Ill. Citizen Participation Act (CPA) (735 ILCS 110/15) provides citizens a mechanism to stop lawsuits brought against them for their public comments. The law, referred to as *anti-SLAPP legislation*, prohibits public officials from suing citizens for "any act or acts in furtherance of [their] rights of petition, speech, association, or to otherwise participate in government." SLAPP means *Strategic Lawsuits Against Public Participation*.

The CPA does not bar public officials from seeking relief when they can allege that (a) the citizen's comments were "not genuinely aimed at procuring favorable government action, result, or outcome," and/or (b) the citizen engaged in defamation or another intentional tort causing the public official damage. See Sandholm v. Kuecker, 962 N.E.2d 418 (Ill. 2012).

[8] A board of school directors must reply to a written request for consideration of a matter within 60 days from the board's receipt of the request. 105 ILCS 5/10-6. Boards of education may treat petitions or correspondence according to a uniform, locally developed process, e.g., a board may wish to limit petitions and written correspondence presented to the board to those that are received at the district office via mail or hand delivery.

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LEGAL REF.: 105 ILCS 5/10-6 and 5/10-16.
5 ILCS 120/2.06, Open Meetings Act.
I.A. Rana Enterprises, Inc. v. City of Aurora, 630 F.Supp.2d 912 (N.D.Ill. 2009).

CROSS REF.: 3:30 (Chain of Command), 2:220 (School Board Meeting Procedure), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

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General School Administration

Succession of Authority

If the Superintendent, Building Principal, or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Superintendent and submitted to the School Board. [1]

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 3:30 (Chain of Command)

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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 policy is at the local board's discretion. Submitting the succession plan to the board provides an opportunity for the superintendent to manage the district and provide leadership for the staff while allowing the board to monitor this policy and stay informed. See the IASB's *Foundational Principles of Effective Governance* at: www.iasb.com/training-and-events/training/training-resources/foundational-principles-of-effective-governance~~www.iasb.com/pdf/found_prin.pdf~~. A board may want to approve the succession plan used in the event of an administrator's temporary absence and, if so, should delete ~~submitted to~~ and replace it with "approved by".

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Operational Services

Convicted Child Sex Offender; Screening; Notifications [1]

Persons Prohibited on School Property without Prior Permission

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 meets either of the following two exceptions: [2]

1. The offender is 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 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. The offender received permission to be present from the School 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 shall supervise a child sex offender whenever the offender is in a child's vicinity.[3] If a student is a sex offender, the Superintendent or designee shall develop guidelines for managing his or her presence in school. [4]

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[1] The topic covered by this policy was previously a part of sample policy 4:170, *Safety*.

[2] 720 ILCS 5/11-9.3, amended by P.A. 104-245, contains these requirements concerning a child sex offender's presence on school property. An Illinois federal court denied a father's request to enjoin a school's policy that prohibited him, as a child sex offender, from attending his children's school activities in Doe v. Paris Union Sch. Dist., 2006 WL 44304 (C.D.Ill. 2006). See also sample policy 8:30, *Visitors to and Conduct on School Property*.

[3] 720 ILCS 5/11-9.3(a). 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 to supervise a child sex offender whenever the offender is in a child's vicinity. See also sample policy 8:30, *Visitors to and Conduct on School Property*.

[4] Aside from rumor and notoriety, there are three ways that school officials may learn that an enrolled student is a sex offender or a violent offender against youth:

1. By being informed by the student or the student's parent/guardian.
2. Through the Ill. State Police (ISP) Sex Offender Registry, https://sor.isp.illinois.gov/sorpublic/~~www.isp.state.il.us/sor~~. A juvenile sex offender is listed there after the juvenile becomes 17 years old and will be listed for the remaining registration period. 730 ILCS 150/2, amended by P.A. 103-1071. The database is updated daily and allows searching by name, city, county, ~~zip~~ZIP code, compliance status, or any combination thereof.
3. By receiving notification from a law enforcement agency that a juvenile sex offender or juvenile violent offender against youth is enrolled in a school. The law enforcement agency having jurisdiction to register the juvenile must provide a copy of the offender registration form to the building principal and school counselor designated by the principal; the school must keep the registration form separately from the student's school records. 730 ILCS 152/121(b)~~, amended by P.A. 102-197~~.

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Screening [5]

The Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching;[6] contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. The Board President shall ensure that these checks are completed for the Superintendent. He or she shall take appropriate action based on the result of any criminal background check and/or screen. [7]

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If a sex offender is enrolled in a school, guidelines for managing the sex offender's presence in school should be prepared. The components will depend on the situation but generally should include asking the parent/guardian of a sex offender below the age of 17 years for permission to share the information with certain staff for the protection of both the student and other students. In addition, the guidelines should include a supervision plan providing supervision for the student during all aspects of his or her school day. Finally, the guidelines must respect the privacy of juvenile records and comply with the Ill. School Student Records Act (105 ILCS 10/). The board attorney should be consulted.

[5] The law is silent with regard to *screening* volunteers and individuals in the proximity of a school. Screening and *fingerprint-based criminal history records checks* are different. See sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*, for further distinctions.

The School Code requires school districts to perform a *fingerprint-based criminal history records check* through (a) the ISP for an individual's Criminal History Records Information (CHRI) and (b) the Federal Bureau of Investigation's national crime information databases. 105 ILCS 5/10-21.9(a), (a-5) and (a-6)~~, amended by P.A. 101-531~~.

Screening only involves checking an individual's name and address against publicly-available databases and information provided for local law enforcement like the: (1) Illinois Sex Offender Registry, https://sor.isp.illinois.gov/sorpublic/~~www.isp.state.il.us/sor/~~, and (2) the Violent Offender Against Youth Registry maintained by the ISP, https://sor.isp.illinois.gov/sorpublic/~~www.isp.state.il.us/cmvo/~~. Screening must be done for employment applicants and repeatedly at least once every five years that an individual remains employed by the district. 105 ILCS 5/10-21.9(a-5) and (a-6)~~, amended by P.A. 101-531~~. See sample policy 5:30, *Hiring Process and Criteria*~~,~~, and its accompanying sample administrative procedure 5:30-AP2, *Investigations*~~.~~ See also sample policy 6:250, *Community Resource Persons and Volunteers*~~,~~ and its accompanying sample administrative procedure 6:250-AP, *Resource Persons and/or School Volunteers; Screening*.

[6] *Field experiences* mean a variety of early and ongoing field-based opportunities in which candidates may observe, assist, tutor, instruct, or conduct research, and they may occur in off-campus settings such as schools, community centers, or homeless shelters. 23 Ill.Admin.Code §25.610. *Clinical experiences* are part of the professional preparation program enabling candidates for licensure to acquire practical experience alongside theoretical knowledge prior to assuming the full responsibilities of the role for which they are seeking licensure. Id. Clinical experiences include pre-student teaching field experiences and student teaching. Id. Field or clinical experiences other than student teaching often provide aspiring educators with structured, hands-on, supervised experiences in real schools to help them learn how to teach.

[7] If permitted by federal or State law, when a fingerprint-based criminal history records check returns a *conviction* of a crime set forth in 105 ILCS 5/21B-80 or when a screening finds a *registration* for an individual licensed by the Ill. State Board of Education (ISBE), the superintendent or regional superintendent must notify the ISBE Superintendent in writing within 15 business days. 105 ILCS 5/10-21.9(e)~~, amended by P.A.s 101-531 and 101-643~~. Contact the board attorney for guidance regarding disclosures permitted by federal or State law.

By comparison, when a fingerprint-based criminal history records check returns a pending criminal charge for an offense set forth in 105 ILCS 5/21B-80, the superintendent, regional office of education, or entity that provides background checks, must notify the ISBE Superintendent within 10 days. Id. 105 ILCS 5/10-21.9(e)~~, amended by P.A. 101-643,~~ does not state whether the notice requirement is calendar days or business days. Support for it being business days is found later in 105 ILCS 5/10-21.9(e), which requires that notice for convictions be provided within 15 business days. Additionally, while notice for pending criminal charges is not required to be "in writing," for ease of use, consistency in administration, alignment with the requirement to provide written notice for convictions, and best practices this sample text states the State Superintendent will also be notified of pending criminal charges in writing. Consult the board attorney for further guidance.

If an indicated report by the Ill. Dept. of Children and Family Services or by a child welfare agency of another jurisdiction is found, the board must consider the individual's status as a condition of student teaching or employment. 105 ILCS 5/10-21.9(c) and (g)~~, amended by P.A. 101-531~~. The statute does bar an individual with an indicated finding from student teaching; however, that is the most logical interpretation.

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Notification to Parents/Guardians

The Superintendent shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law.[8] The Superintendent or designee shall serve as the District contact person for purposes of these laws. The Superintendent and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law.[9] This notification must occur during school registration and at other times as the Superintendent or Building Principal determines advisable.

LEGAL REF.: 20 U.S.C. §7926, Elementary and Secondary Education Act.
20 ILCS 2635/, Uniform Conviction Information Act.
720 ILCS 5/11-9.3, Criminal Code of 2012.
730 ILCS 152/, Sex Offender Community Notification Law.
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community Notification Law.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:30 (Hiring Process and Criteria), 5:260 (Student Teachers), 6:250 (Community Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

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When a criminal sexual offense is committed or alleged to have been committed by a district employee or contractor, law enforcement shall immediately transmit a copy of the criminal history record information relating to the investigation of the offense/alleged offense to the superintendent. This transmission will occur either upon the superintendent's request or, if the law enforcement agency knows the offender/alleged offender is employed by a district, automatically. 725 ILCS 191/15~~, added by P.A. 102-652~~. See sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*.

[8] Sex Offender Community Notification Law, 730 ILCS 152/; Murderer and Violent Offender Against Youth Community Notification Law, 730 ILCS 154/75-154/105. Law enforcement officials must notify school districts of the names, addresses, and offenses of registered offenders residing in their respective jurisdictions who have committed sex offenses and violent offenses against youth. 730 ILCS 152/120 and 154/95. These laws are silent with regard to what, if anything, districts do with the information. The Sex Offender Community Notification Law, however, provides immunity for "any person who provides or fails to provide information relevant to the procedures set forth in this Law." 730 ILCS 152/130.

Naming a contact person will facilitate communication and cooperation with local law enforcement agencies. Any school official may be used as the contact person, and boards may wish to have a contact person from each building. See sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*, for implementing procedures.

Upon arrest after commencement of a prosecution for a sex offense against an individual known to be a school employee, the State's Attorney must provide the superintendent or school administrator of the employing school with a copy of the complaint, information, or indictment. 725 ILCS 5/111-1(ce)~~, added by P.A. 101-521~~.

[9] 730 ILCS 152/120(g) requires a principal or teacher to notify the parents/guardians during school registration or parent-teacher conferences that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. In an effort to keep this policy aligned with good governance practices, the responsibility is given to the superintendent and building principal to manage. While State law allows the notification to be made during registration or parent-teacher conferences, the sample policy makes a notification mandatory just during registration to be sure that all parents/guardians are informed.

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General Personnel

Communicable and Chronic Infectious Disease [1]

The Superintendent or designee shall develop and implement procedures for managing known or suspected cases of a communicable and chronic infectious disease involving District employees that are consistent with State and federal law, Ill.~~inois~~ Dept.~~artment~~ of Public Health rules, and School Board policies.[2]

An employee with a communicable or chronic infectious disease is encouraged to self-report to~~inform~~ the Superintendent immediately and grant consent to being monitored by the District's Communicable and Chronic Infectious Disease Review Team (CCIDRT). The CCIDRT~~Review Team~~, if used, provides information and recommendations to the Superintendent concerning the employee's conditions of employment and necessary accommodations. The CCIDRT~~Review Team~~ shall hold the employee's

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[1] 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 a topic on which a board should seek legal advice before proceeding.

[2] District employment is contingent upon satisfactory results of a physical examination and freedom from communicable diseases. 105 ILCS 5/24-5. The U.S. Supreme Court, however, has held that the Rehabilitation Act prohibits discrimination against a person ~~handicapped by~~who has a disability due to a communicable disease, provided that person is "otherwise qualified" to perform the job. Sch. Bd. of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987) (teacher with tuberculosis was protected by the Rehabilitation Act). ~~The decision supports the position that an HIV-positive employee or applicant who is "otherwise qualified" to perform the job must be reasonably accommodated despite having AIDS.~~ For additional guidance regarding COVID-19, see the U.S. Equal Employment Opportunity Commission's (EEOC's) *What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws* (2023), at: www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws

~~Following the expansion of the definition of a disability under the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325, the ADAAA may protect an HIV-positive employee or applicant. 42 U.S.C. §12102(2)(A); 29 C.F.R. Part 1630. The federal government's position is that HIV infection qualifies as a disability under the Americans ADAAA.~~ and for HIV/AIDS, see~~See:~~ www.ada.gov/resources/protecting-rights-persons-hiv/~~www.ada.gov/hiv/ada_hiv_enforcement.htm~~ (U.S. Dept. of Justice) and www.eeoc.gov/laws/guidance/living-hiv-infection-your-legal-rights-workplace-under-ada ~~www.eeoc.gov/eeoc/publications/hiv_individual.cfm~~ (~~U.S. Equal Employment Opportunity Commission~~ (EEOC)~~). The EEOC also issued guidance on COVID-19 as a potential disability requiring accommodation under the ADA, see *What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws* (updated 12-14-21) at: www.eeoc.gov/coronavirus~~.

For a discussion of guidance and challenges related to school personnel vaccination/testing mandates and other mitigations during the COVID-19 pandemic, see sample policy 4:180, *Pandemic Preparedness; Management; and Recovery*, at f/n 5.

Other contagious diseases may also qualify as disabilities under the ADAAA; however, employers are not required to accommodate employees in those cases where there is an actual direct threat to the health or safety of others that cannot be eliminated or reduced by reasonable accommodation. 29 C.F.R. §1630.2(r). Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact the employment of an individual with a communicable disease who is otherwise qualified to perform the job.

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medical condition and records in strictest confidence, except to the extent allowed to be disclosed by law. [3]

An employee with a communicable or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions.[4] An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans With Disabilities Act, amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325; 29 C.F.R. §1630.1 et seq.
29 U.S.C. §791, Rehabilitation Act of 1973; 34 C.F.R. §104.1 et seq.
105 ILCS 5/24-5.
20 ILCS 2305/6, Department of Public Health Act.
820 ILCS 40/, Personnel Record Review Act.
77 Ill.Admin.Code Part 690, Control of ~~Communicable Diseases~~Notifiable Diseases and Conditions Code.

CROSS REF.: 2:150 (Committees), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

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[3] This paragraph is optional. While not required by law, the creation and use of a Communicable and Chronic Infectious Disease Review Team (CCIDRT) could greatly assist a district's efforts to review data on an employee who has a communicable or infectious disease. Its members are appointed by the superintendent according to sample policy 2:150, *Committees*. Whether the CCIDRT is an administrative committee organized by the superintendent and/or administrators or a board committee subject to the Open Meetings Act must be discussed with the board attorney (see also sample administrative procedure 2:150-AP, *Superintendent Committees*). The CCIDRT is guided by the board's policies, Ill. Dept. of Public Health rules and regulations, and all other applicable State and federal laws. The CCIDRT also consults the employee's personal physician and local health department officials before making any recommendations.

The Americans with Disabilities Act (ADA) specifies that only an employee's direct supervisor and someone who would need to know in the event of an emergency may have access to an employee's medical records. 42 U.S.C. §12112(d). The ~~Review Team~~CCIDRT's ability to operate may depend on the employee's waiver of the ADA's confidentiality provisions.

[4] Required by 42 U.S.C. §12101 et seq. See also f/n 2, above.

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General Personnel

Religious Holidays [1]

The Superintendent shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days' prior notice and the absence does not cause an undue hardship. [2]

Employees may use earned vacation time or personal leave to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee. [3]

LEGAL REF.: 775 ILCS 5/2-101 and 5/2-102, Ill. Human Rights Act.
775 ILCS 35/~~1~~55, Religious Freedom Restoration Act.

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This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. If a local collective bargaining agreement contains a provision on religious holidays, 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(s)." For employees not covered, the policy should reflect the board's current practice.

[2] *Religion* includes "all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business." 775 ILCS 5/2-101(F). School employers may require employees to provide notice of their intention to be absent, but may not require more than ~~up to~~ five days' notice before being absent for a religious holiday. 775 ILCS 5/2-102(E). A board that wishes to require fewer days' notice may modify the number of days.

[3] Not provided by law and optional.

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General Personnel

Recognition for Service [1]

The School Board will periodically recognize those District employees who contribute significantly to the educational programs and welfare of the students.

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[1] Nothing in this policy is required by law and districts should customize it to meet their needs. School districts and communities can honor local people for their contributions to local elementary and secondary schools through the following annual Ill. State Board of Education programs: Illinois Teacher of the Year, Those Who Excel, ~~Illinois Excellence in Education, and~~ Gilder Lehrman National History Teacher of the Year Award, and Recognizing Inspirational School Employees (RISE) Award. Further information is available online at: www.isbe.net/Pages/Elevating-Educators.aspx.

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General Personnel

Solicitations By or From Staff [1]

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

CROSS REF.: 8:90 (Parent Organizations and Booster Clubs)

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Professional Personnel

Suspension [1]

Suspension Without Pay [2]

The School Board may suspend a professional employee without pay: (1) ~~a professional employee~~ pending a dismissal hearing, or (2) ~~a teacher~~ as a disciplinary measure for up to 30 employment days for misconduct that is detrimental to the ~~School~~ District. A *professional employee* means a non-administrator employee who holds a professional educator license. Administrative staff members may not be suspended without pay as a disciplinary measure. [3]

Misconduct that is detrimental to the ~~School~~ District includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor;
- Violation of Board policy or a~~A~~dministrative p~~P~~rocedure;
- Conduct that disrupts or may disrupt the educational program or process;
- Conduct that violates any State or federal law that relates to the employee's duties; and
- Other sufficient causes.

The Superintendent or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the Board or Board-appointed

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[1] State and federal law control this policy's content. The School Code provides that, "[i]f, in the opinion of the board, the interests of the school require it, the board may suspend the teacher **without pay**, pending the hearing, but if the board's dismissal or removal is not sustained, the teacher shall not suffer the loss of any salary or benefits by reason of the suspension," 105 ILCS 5/24-12(d)(1).

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 provisions on suspension, 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 not covered, the policy should reflect the board's current practice.

A superintendent or board should consult the board attorney before taking any action to suspend a licensed employee, with or without pay.

[2] Under the wage and hours rules, employees who are exempt from overtime requirements become eligible for overtime if they are subject to disciplinary suspensions without pay. Auer v. Robbins, 519 U.S. 452 (1997). Teachers are exempt from this rule. Although the U.S. Dept. of Labor modified this rule in 2004, the Illinois legislature rejected these rule changes. 820 ILCS 105/4a. Illinois employers must use the federal rules as they existed on March 30, 2003. This sample policy takes a conservative approach: it does not subject non-teaching professional employees to disciplinary suspensions without pay. Some attorneys believe that non-teaching exempt employees, e.g., administrators, will remain exempt from the Fair Labor Standards Act's overtime requirements as long as suspensions are in increments of a full work week - not day-by-day. Contact the board attorney for an opinion.

The 30-day limit may be modified or deleted.

[3] A difference of opinion exists among attorneys concerning whether a board is permitted to authorize the superintendent to suspend teachers without pay. Some attorneys believe such a delegation is void because of the language in 105 ILCS 5/24-12(d)(1), quoted in f/n 1. Others believe that a board may delegate the authority to the superintendent to suspend teachers without pay as a disciplinary measure as opposed to pending a dismissal hearing. Contact the board attorney for advice if the board wants to authorize the superintendent to suspend professional employees without pay.

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hearing examiner before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the Board or Board-appointed hearing examiner will conduct a pre-suspension hearing.[4] The Board or its designee shall notify the professional employee of the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Superintendent or designee shall report the action to the Board at its next regularly scheduled meeting.

Suspension With Pay [5]

The Board or Superintendent or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the ~~School~~ District's best interests, (2) as a disciplinary measure for misconduct that is detrimental to the ~~School~~ District as defined above, or (3) pending a Board hearing to suspend a professional employee~~teacher~~ without pay.

The Superintendent shall meet with the employee to present the allegations and give the employee an opportunity to refute the charges. The employee will be told the dates and times the suspension will begin and end. [6]

Employees Under Investigation by Illinois Dept. of Children and Family Services (DCFS) [7]

Upon receipt of a DCFS recommendation that the District remove an employee from his or her position when he or she is the subject of a pending DCFS investigation ~~that relates to his or her employment with the District~~, the Board or Superintendent or designee,[8] in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended by DCFS, proceeding with:
    a. A suspension with pay; or

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[4] Some case law suggests a separate hearing must be held before any suspension without pay is invoked: Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985); Barszcz v. Cmty. College Dist. No. 504, 400 F.Supp. 675 (N.D. Ill. 1975); Massie v. East St. Louis Sch. Dist. No. 189, 203 Ill.App.3d 965 (5th Dist.1990); Spinelli v. Immanuel Lutheran Evangelical Congregation, Inc., 118 Ill.2d 389 (1987).

[5] Suspending a professional employee without pay is commonly referred to as putting the employee on *paid administrative leave*.

[6] Only minimal due process is required before a suspension with pay because the property interests at stake are insignificant. Some due process is recommended, however, because a suspension might jeopardize a teacher's good standing in the community and thus infringe the teacher's liberty interests protected by the Constitution. The following option places a ceiling on the number of suspension-with-pay days; the 30-day limit may be modified:

No suspension with pay shall exceed 30 school or working days in length.

[7] Optional. 325 ILCS 5/7.4(c-10~~5~~). Consult the board attorney about suspending an employee without pay pursuant to a *DCFS 325 ILCS 5/7.4(c-10~~5~~)-recommendation*. This language balances the interests of student safety and employee due process when the district receives a recommendation to a remove an employee who is the subject of a DCFS investigation from employment.

Note: Liability may exist when a district receives a *325 ILCS 5/7.4(c-10~~5~~)-recommendation* and does not remove the employee as a result. Consider In re Estate of Stewart v. Oswego Cmty. Unit. Sch. Dist. No. 308, 406 Ill.Dec. 345 (2nd Dist. 2016)(finding district's response to a student health emergency was willful and wanton as it had prior information regarding appropriate response protocols and denying tort immunity to district); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

[8] The text "Board or Superintendent or designee" allows flexibility if the Superintendent were the subject of a DCFS investigation.

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3. A suspension without pay.

Repayment of Compensation and Benefits

If a professional employee is suspended with pay, either voluntarily or involuntarily, pending the outcome of a criminal investigation or prosecution, and the employee is later dismissed as a result of his or her criminal conviction, then the employee must repay to the District all compensation and the value of all benefits received by him or her during the suspension.[9] The Superintendent will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 105 ILCS 5/24-12.
5 ILCS 430/5-60(b), State Officials and Employee Ethics Act.
325 ILCS 5/7.4(c-10), Abused and Neglected Child Reporting Act.
Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).
Barszcz v. Cmty. College Dist. No. 504, 400 F.Supp. 675 (N.D. Ill. 1975).
Massie v. East St. Louis Sch. Dist. No.189, 203 Ill.App.3d 965 (5th Dist. 1990).

CROSS REF.: 5:290 (Employment Termination and Suspensions)

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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.

[9] This sentence restates State law. 5 ILCS 430/5-60(b).

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Instruction

Teaching About Religions [1]

The School District's curriculum may include the study of religions as they relate to geography, history, culture, and the development of various ethnic groups. The study of religions shall give neither preferential nor derogatory treatment to any single religion, religious belief, or to religion in general. The study of religions shall be treated as an academic subject with no emphasis on the advancement or practice of religion. [2]

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.

[2] Conducting or sponsoring religious practices in public schools violates the First Amendment to the U.S. Constitution. A school district may not provide for religious instruction on public school property. McCollum v. Bd. of Educ., 333 U.S. 203 (1948); Engel v. Vitale, 370 U.S. 421 (1962) (daily classroom invocation of God's blessings as prescribed in prayer was a "religious activity"~~reciting a prayer~~); Sch. Dist. of Abington Twp v. Schempp, 374 U.S. 203 (1963) and Chamberlin v. Dade Co. Bd. of Public Instruction, 377 U.S. 402 (1964) (B~~b~~ible reading and prayer); Stone v. Graham, 449 U.S. 39 (1980) (posting of the Ten Commandments in every classroom); and Wallace v. Jaffree, 472 U.S. 38 (1985) (a daily ~~moment~~ one-minute period of silence for "meditation ~~and~~ or voluntary prayer"). Consult the board attorney when faced with questions regarding religious expression or displays in school.

See also Kitzmiller v. Dover Area Sch. Dist., 400 F.Supp.2d 707 (M.D.Pa. 2005). This decision struck a policy on the teaching of intelligent design in high school biology class. The policy required students to hear a statement mentioning intelligent design as an alternative to Darwin's theory of evolution. The court held that it amounted to an endorsement of religion in violation of the Establishment Clause.

The Establishment Clause, however, permits teaching about religion as part of a balanced, secular education. Thus, the study of the Bible or religion is permissible when presented objectively as part of a secular education. Abington at 225 and see also Hilsenrath on behalf of C.H. v. Sch. Dist. of Chathams, 136 F.4th 484 (3d Cir. 2025) (inclusion of instructional videos about Islam was neutral where there was no coercion or preferential treatment of one religion over another as part of a curriculum that included various religions).

See also ~~Subsection III(B), *Teaching about Religion,* of the U.S. Dept. of Educ.'s *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (1-16-20), at: www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html.~~ U.S. Dept. of Education Prayer Guidance, at: www.ed.gov/media/document/2026-guidance-constitutionally-protected-prayer-and-religious-expression-public-elementary-and-secondary-schools-113182.pdf.

Families of diverse religious faiths objected to a mandatory public elementary school curriculum endorsing homosexual unions and transgender identities, arguing that their religious convictions conflicted with that curriculum's messages about sexuality and gender identity in Mahmoud v. Taylor, 606 U.S. 522 (2025). The U.S. Supreme Court held that a public school "burdens the religious exercise of parents when it requires them to submit their children to instruction that poses 'a very real threat of undermining' the religious beliefs and practices that the parents wish to instill." Id. at 530. Consult the board attorney on questions related to religious opt-outs from curriculum and see sample policy 6:260, *Complaints About Curriculum, Instructional Materials, and Programs*, and its f/n 3.

Generally, holiday observations will survive constitutional scrutiny if they advance society's cultural and religious heritage or provide an opportunity for students to perform a full range of music, poetry, and drama that is likely to interest the students and their audience. Florey v. Sioux Falls Sch. Dist., 619 F.2d 1311 (8th Cir. 1980), approved a school board policy concerning holiday observations. That policy acknowledged that the school district would not promote a religious belief or non-belief. The policy allowed the historical and contemporary values and origins of religious holidays to be explained in an unbiased and objective manner. Furthermore, it permitted the use of religious music, art, literature, and symbols if presented in an objective manner and as part of the cultural and religious heritage of the particular holiday. The Court believed that Christmas programs, including Christmas carols, allowed students to learn about this country's customs and cultural heritage. A student who objects to participating in such programs must be accommodated.

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LEGAL REF.: Mahmoud v. Taylor, 606 U.S. 522 (2025).
Allegheny County v. ACLU Pittsburgh Chapter, 492 U.S. 573 (1989).
School Dist. of Abington Twp v. Schempp, 374 U.S. 203 (1963).
~~Allegheny County v. ACLU Pittsburgh Chapter, 492 U.S. 573 (1989).~~

CROSS REF.: 6:20 (School Year Calendar and Day), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:255 (Assemblies and Ceremonies)

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Public schools are prohibited from appearing to endorse or promote religion through religious holiday displays. Whether a particular display endorses or promotes religion will depend upon the particular context in which it appears. A display that is purely religious and located prominently may send the message that the school is endorsing religion. Mixing secular symbols with the religious symbols and injecting cultural and historical messages into the holiday display will more likely make it acceptable. Allegheny Cnty. v. Pittsburgh ACLU, 492 U.S. 573 (1989). See also Freedom From Religion Foundation v. Concord Cmty. Schs., 885 F.3d 1038 (7th Cir. 2018) (finding that school's annual holiday show was not impermissibly coercive in violation of the Establishment Clause and that show's nativity scene did not endorse religion).

See also Skoros v. City of New York, 437 F.3d 1 (2nd Cir. 2006). This decision upheld a holiday display policy restricting displays to "secular" symbols, including Christmas trees, menorahs, and the star and crescent, but not allowing displays of a crèche or nativity scene. The ruling was not on the question of whether a public school ever could include a crèche in a display. Instead, the case upheld the board's decision to classify Christmas trees, menorahs, and the star and crescent as either secular or as being both religious and secular, whereas a crèche "is solely a religious symbol."

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Instruction

Teaching About Controversial Issues [1]

The Superintendent shall ensure that all school-sponsored presentations and discussions of controversial or sensitive topics in the instructional program, including those made by guest speakers, are:

- Age-appropriate. Proper decorum, considering the students' ages, should be followed.
- Consistent with the curriculum and serve an educational purpose. [2]
- Informative and present a balanced view.
- Respectful of the rights and opinions of everyone. Emotional criticisms and hurtful sarcasm should be avoided.
- Not tolerant of profanity or slander.

The District specifically reserves its right to stop any school-sponsored activity that it determines violates this policy, is harmful to the District or the students, or violates State or federal law.

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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 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. Before adopting this policy, a school board should review the scope of any clause on academic freedom contained in a collective bargaining agreement.

While this sample policy and its contents are discretionary with each board, its implementation should respect the constitutional rights of students and teachers to free speech and free association. The intent of this policy is to inform students, staff members, and the community that the board has established standards for the teaching and discussion of controversial topics in order to avoid culture wars from being fought in school.

In Mahmoud v. Taylor, 606 U.S. 522 (2025), the U.S. Supreme Court ruled that a district likely violated parents' free exercise rights when it refused to give notice and allow them to opt their elementary-age children out of literacy instruction that involved the use of LGBTQ+-inclusive storybooks. See discussion in f/n 3 in sample policy 6:260, *Complaints About Curriculum, Instructional Materials, and Programs*. Consult the board attorney regarding curriculum objections.

[2] Public employee First Amendment issues involve the balance between the importance of the speech and the district's interest in maintaining order and effective school operations. The First Amendment "does not entitle primary and secondary teachers, when conducting the education of captive audiences, to cover topics, or advocate viewpoints, that depart from the curriculum adopted by the school system." Mayer v. Monroe Cnty. Cmty. Sch. Corp., 474 F.3d 477, 480 (7th Cir. 2007). See also Brown v. Chicago Bd. of Educ., 824 F.3d 713 (7th Cir. 2016) (upholding discipline of a teacher for violating written policy against using racial epithets in front of students even though he did so to conduct a well-intentioned discussion of why such words are hurtful and must not be used).~~,~~ But see Kluge v. Brownsburg Cmty. Sch. Corp., 150 F.4th 792, 813 (7th Cir. 2025) ~~432 F.Supp.3d 823 (S.D.Ind. 2020)~~ (~~upholding~~ remanded for further proceedings on factual issues of whether the school district bore an undue hardship when it allowed a teacher a religious accommodation to use a last-name only practice for student names instead of following the school district's~~discipline of a teacher for violating~~ written policy requiring employees to address students by their preferred names and genders). **Note:** Kluge was settled after the decision to remand, leaving these issues undetermined. Nor is the First Amendment likely to entitle a teacher to protection for purely personal speech that does not touch on a matter of public concern. See Pickering v. High Sch. Dist. 205, 391 U.S. 563 (1968). However, when public employees speak as private citizens on their own time about matters of public concern, they may face only those speech restrictions that are necessary for their employers to operate efficiently and effectively. Garcetti v. Ceballos, 547 U.S. 410 (2006).

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LEGAL REF.: Mahmoud v. Taylor, 606 U.S. 522 (2025).
Garcetti v. Ceballos, 547 U.S. 410 (2006).
Mayer v. Monroe Cnty. Cmty. Sch. Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 6:40 (Curriculum Development), 6:255 (Assemblies and Ceremonies), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs)

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Instruction

Extracurricular and Co-Curricular Activities [1]

The Superintendent must approve an activity in order for it to be considered a District-sponsored extracurricular or co-curricular activity, using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of student-participants.
2. Fees assessed for students are reasonable and do not exceed the actual cost of operation. [2]
3. The District has sufficient financial resources for the activity.
4. Requests from students.
5. The activity will be supervised by a school-approved sponsor.

Non-~~school sponsored~~curriculum related student groups or clubs that are not school sponsored are governed by ~~School~~ Board policy~~,~~ 7:330, *Student Use of Buildings - Equal Access*. [3]

Academic Criteria for Participation

Students must satisfy all academic standards and must comply with the activity's rules and the Student Conduct Code.

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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] Each school board in a district that maintains any of grades 9-12 must have a *no pass-no play* policy. 105 ILCS 5/10-20.30. State or federal law controls some aspects of this policy's content. The criteria for determining whether to sponsor a specific activity is a local board decision, except that an ISBE rule requires that: (1) programs for extra classroom activities provide opportunities for all students; (2) the desires of the student body be considered; and (3) co-curricular activities be carefully supervised by a school-approved sponsor. 23 Ill.Admin.Code §1.420(j).

As State law does not define extracurricular or co-curricular, a board may desire to explain these terms in the policy, such as by including the following option at the beginning of the policy:

> Extracurricular or co-curricular activities are school-sponsored programs for which some or all of the activities are outside the instructional day. They do not include field trips, homework, or occasional work required outside the school day for a scheduled class. *Co-curricular activity* refers to an activity associated with the curriculum in a regular classroom and is generally required for class credit. *Extracurricular activity* refers to an activity that is not part of the curriculum, is not graded, does not offer credit, and does not take place during classroom time; it includes competitive interscholastic activities and clubs.

In January 2013, the U.S. Dept. of Education, Office for Civil Rights, issued a *Dear Colleague Letter* concerning the participation of students with disabilities in extracurricular athletic activities, available at: https://downloads.microscribepub.com/il/press/federal_resources/Dear_Colleague_1_25_2013_504_proc.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. It clarifies the types of accommodations and services that districts must provide pursuant to Section 504. ~~See www2.ed.gov/about/offices/list/ocr/letters/colleague-201301-504.html.~~

[2] Optional. Assessing fees that are reasonable and do not exceed the actual cost of operation is a best practice that aligns with School Code provisions seeking to minimize cost barriers to students and parents/guardians. See 105 ILCS ~~5/2-3.71a(d),~~ 5/10-22.18b~~,~~ and 5/10-22.18d.

[3] *Non-curriculum related student groups* ~~extracurricular activities~~ that meet during *non-instructional time* in secondary schools trigger the Equal Access Act (EAA) (20 U.S.C. §4071 et seq.). The EAA prohibits the school from denying fair opportunity or *equal access* to any students who wish to conduct a meeting within a limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such a meeting. The U.S. Supreme Court interpreted "non-curriculum related student group" as any student group that does not directly relate to the body of courses offered by the school. Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226 (1990). See also discussion in f/n 1 in sample policy 7:330, *Student Use of Buildings - Equal Access*.

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For students in kindergarten through 8th grade,[4] selection of members or participants is at the discretion of the teachers, sponsors, or coaches, provided that the selection criteria conform to the District's policies. ~~Students must satisfy all academic standards and must comply with the activity's rules and the student conduct code.~~

For high school students,[5] selection of members or participants is at the discretion of the teachers, sponsors, or coaches, provided that the selection criteria conform to the District's policies. Participation in co-curricular activities is dependent upon course selection and successful progress in those courses. In order to be eligible to participate in any school-sponsored or school-supported athletic or extracurricular activity, a student must maintain an overall ___ grade point average.[6] Any student-participant failing to meet these academic criteria shall be suspended from the activity for ___ calendar days or until the specified academic criteria are met, whichever is longer. [7]

LEGAL REF.: 105 ILCS 5/10-20.30 and 5/24-24.

CROSS REF.: 4:170 (Safety), 7:10 (Equal Educational Opportunities), 7:40 (Nonpublic School Students, Including Parochial and Home-Schooled Students), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:300 (Extracurricular Athletics), 7:330 (Student Use of Buildings - Equal Access), 8:20 (Community Use of School Facilities)

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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.

[4] High school districts should omit this paragraph.

[5] Elementary districts should omit this paragraph.

[6] Each board in a district that maintains any of grades 9-12 must have a *no pass-no play* policy. 105 ILCS 5/10-20.30. The policy must specify a minimum grade point average (left blank in the sample policy) AND/OR a minimum grade in each course, such as *passing* (see alternatives below). The policy must provide a suspension period – stated in sample policy as "___ calendar days or until the specified academic criteria are met, whichever is longer." The procedure for implementing this policy is an administrative, management function. Alternatives follow:

Alternative 1: …a student must maintain an overall ___ grade point average and a passing grade [or minimum grade of ___] in each course the student is enrolled.

Alternative 2: …a student must maintain a passing grade [or minimum grade of ___] in each course the student is enrolled.

Alternative 3: …a student must satisfy the Illinois High School Association's scholastic standing requirements [doing passing work in at least 25 credit hours of high school work per week].

[7] Alternatives include:

Alternative 1: …shall be suspended from the activity for ___ calendar days. *[Delete the rest of the sentence.]*

Alternative 2: …shall be suspended from the activity until the specified academic criteria are met.

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Students

Student Assignment and Intra-District Transfer [1]

Attendance Areas

The ~~School~~ District is divided into school attendance areas. The Superintendent will:

1. Review the boundary lines annually and recommend to the School Board any changes or revisions for existing units; or
2. Create new units using a lens that considers preventing segregation and the elimination of separating students in the District's schools because of color, race, or nationality. [2]

The Superintendent or designee shall maintain a map of the District showing current school attendance areas. All records pertaining to the creation, alteration, or revision of attendance units are open to the public.[3] Students living in a given school attendance area will be assigned to that school.[4] Homeless children shall be assigned according to Board policy 6:140, *Education of Homeless Children*.

Transfers Within the District [5]

A student's parent(s)/guardian(s) may request a transfer for their child to a District school other than the one assigned. A request should be directed to the Superintendent, who, at his or her sole discretion, may grant the request when the parent(s)/guardian(s) demonstrate that the student could be better accommodated at another school, provided space is available. If a request is granted, the parent/guardian shall be responsible for transportation.[6] The provisions in this section have no applicability to transfers pursuant to the Unsafe School Choice Option covered in Board policy 4:170, *Safety*.

Class Assignments

The Superintendent or designee shall assign students to classes.

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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 5/10-21.3a requires that intra-district transfers be covered by policy and controls this policy's content.

[2] 105 ILCS 5/10-21.3 requires school attendance areas to be periodically revised, if necessary, to prevent or eliminate segregation by color, race, or nationality. Note that the law uses the term units, but that these are often referred to as attendance areas; this policy uses both terms.

[3] Id.

[4] 105 ILCS 5/10-22.5 grants boards broad authority concerning assignment of students to schools. A child is presumed to be a resident of the district in which the child's legal custodian resides. 105 ILCS 5/10-20.12b, amended by P.A. 103-629. The facts surrounding a transfer of custody will determine whether residency for school attendance purposes has changed. Turner v. Bd. of Educ. North Chicago Cmty. High Sch. Dist. 123, 294 N.E.2d 264 (Ill. 1973).

[5] The details for intra-district transfers are determined locally; State law does not address when, or even if, intra-district transfers should be granted. For districts that maintain one attendance center, delete this subhead.

[6] To limit the acceptable reasons supporting a transfer request, a board should consider this alternative: "…when the parent(s)/guardian(s) demonstrate that the student could be better accommodated by the educational program at another school … ."

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LEGAL REF.: 105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.: 4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children)

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Students

Release Time for Religious Instruction/Observance [1]

A student shall be released from school, as an excused absence, because of religious reasons, including to observe a religious holiday, for religious instruction, or because the student's religion forbids secular activity on a particular day(s) or time of day. The student's parent/guardian must give written notice to the Building Principal at least five calendar days before the student's anticipated absence(s). [2]

The Superintendent or designee shall develop and distribute to teachers appropriate procedures regarding student absences for religious reasons, including how teachers are notified of a student's impending absence, and the State law requirement that teachers provide the student with an equivalent opportunity to make up any examination, study, or work requirement. [3]

LEGAL REF.: 105 ILCS 5/26-1 and 5/26-2b.
775 ILCS 35/, Religious Freedom Restoration Act.

CROSS REF.: 7:70 (Attendance and Truancy)

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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 and federal laws control this policy's content. 105 ILCS 5/26-1(5)~~, amended by P.A. 102-406,~~ requires school boards to adopt a policy on student absences for religious holidays. See also 105 ILCS 5/26-2b~~, amended by P.A. 102-406~~. 105 ILCS 5/26-1(4) allows a child over 12 and less than 14 years of age to be absent from school while in attendance at confirmation classes. The sample policy does not contain these age or specific religious rite limitations in order to be consistent with First Amendment jurisprudence. According to the U. S. Supreme Court, a release time policy does not violate the Establishment Clause; it only accommodates a program of outside religious instruction. Zorach v. Clauson, 343 U.S. 306 (1952).

[2] Five days is the most prior notice that can be required. 105 ILCS 5/26-1(5). See also 775 ILCS 35/25. A board that wishes to require fewer days' notice may modify the number of days. Schools cannot require students who are excused for religious reasons to submit a written excuse after returning to school. 105 ILCS 5/26-1~~, amended by P.A. 102-406~~.

[3] 105 ILCS 5/26-1b and 26-2b~~, amended by P.A. 102-406~~.

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Students

Student Rights and Responsibilities [1]

All students are entitled to enjoy the rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting.[2] Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate District policies or rules will be subject to disciplinary measures. [3]

Students may, during the school day, during noninstructional time, voluntarily engage in individually or collectively initiated, non-disruptive prayer or religious-based meetings that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, are not sponsored, promoted, or endorsed in any manner by the school or any school employee.[4] *Noninstructional time* means time set aside by a school before actual classroom instruction begins or after actual classroom instruction ends. [5]

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[1] State or federal law controls this policy's content.

[2] In 1969 the U.S. Supreme Court changed the relationship between schools and students by finding that students "do not shed their constitutional rights at the schoolhouse door." Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969). See also Kennedy v. Bremerton Sch. Dist., 597 U.S. 507, 527 (2022) (quoting Tinker at 506, "the First Amendment's protections extend to both 'teachers and students,'" and finding that students were not restricted from voluntarily joining in prayer with a high school football coach on the field after a game).

[3] Consult the board attorney to ensure the district's non-discrimination coordinator and complaint managers are trained to appropriately respond to allegations of discrimination based upon bullying and/or sexual violence under Title IX's sexual harassment umbrella. U.S. Dept. of Education (DOE) guidance states that while acts of sexual violence are crimes, they may also be discrimination under Title IX. See *Dear Colleague Letter: Sexual Violence Background, Summary, and Fast Facts*, U.S. Dept. of Education Office for Civil Rights, 111 LRP 23852 (4-4-11), at https://obamawhitehouse.archives.gov/sites/default/files/fact_sheet_sexual_violence.pdf.

[4] This language is from 105 ILCS 20/5. The statute provides these examples of religious-based meetings: prayer groups, B I B L E (Basic Instruction Before Leaving Earth) clubs, and *meet at the flagpole for prayer* days.

In addition, federal law requires districts to certify that "no [district] policy... prevents, or otherwise denies participation in, constitutionally protected prayer in both public elementary and secondary schools." 20 U.S.C. §7904(b). The State provides certification instructions and DOE provides guidance on constitutionally protected prayer in public schools. See *Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools*, www.ed.gov/media/document/2026-guidance-constitutionally-protected-prayer-and-religious-expression-public-elementary-and-secondary-schools-113182.pdf ~~www.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html~~. Certification with the Ill. State Board of Education occurs through the signed assurances that a superintendent provides through the grant application process.

The Equal Access Act (EAA) requires a secondary school that receives federal funding and allows a *limited open forum* to grant fair opportunity or equal access to students who wish to conduct a meeting within that limited open forum without regard to the religious, political, philosophical, or other content of the speech at such a meeting. A secondary school has a *limited open forum* whenever it "grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time." 20 U.S.C. §4071(a). See f/n 1 in sample policy 7:330, *Student Use of Buildings - Equal Access*.

[5] 105 ILCS 20/5.

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LEGAL REF.: 20 U.S.C. §4071 et seq., Equal Access Act.
20 U.S.C. §7904, Every Student Succeeds Act.
Kennedy v. Bremerton Sch. Dist., 597 U.S. 507 (2022).
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

105 ILCS 20/5, Silent Reflection and Student Prayer Act.

CROSS REF.: 7:140 (Search and Seizure), 7:150 (Agency and Law Enforcement Requests), 7:160 (Student Appearance), 7:190 (Student Behavior), 7:330 (Student Use of Buildings - Equal Access)

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Students

Student Use of Buildings - Equal Access [1]

[For high school and unit districts]

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. This sample policy implements the Equal Access Act (EAA) (20 U.S.C. §4071 et seq.). The EAA applies to public secondary schools that receive federal financial assistance. The policy should be adopted by districts with secondary school(s) that wish to establish or already have a *limited open forum* as defined in the EAA and quoted below. Under the EAA, it is unlawful to deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a *meeting* within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. The term *meeting* under the EAA includes those activities of student groups which are permitted under a school's limited open forum and are not directly related to the school curriculum. This prohibition and definition under the EAA are the basis for the term of art *noncurriculum related student group*. See 20 U.S.C. §§4071(a) and 4072(3).

The policy allows non-school sponsored noncurriculum related student groups to meet on school premises, free of charge, on the same basis that other non-school sponsored noncurriculum related student groups are allowed to meet. Hence the policy is named, Equal Access.

The EAA has no applicability to the community's use of school facilities. See sample policy 8:20, *Community Use of School Facilities*.

A secondary school has a limited open forum whenever it "grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time." 20 U.S.C. §4071(a). Thus, the equal access obligation is triggered when a secondary school allows one noncurriculum related student group that is not school sponsored, e.g., a political party interest club, to meet.

The EAA's requirements may be avoided by closing the forum, i.e., by refusing to permit any noncurriculum related student group that is not school sponsored to use its facilities (thereby creating a closed forum). But creating a closed forum is difficult given the U.S. Supreme Court's expansive interpretation of what constitutes a noncurriculum related student group.

A student group is "noncurriculum related" if it does not directly relate to the body of courses offered by the school. Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226 (1990). School officials cannot avoid triggering the EAA's equal access requirements by tying the purposes of the student clubs it wants to allow to some broadly defined educational goal. The Mergens Court said that a student group directly relates to a school's curriculum only if:

1. The group's subject matter is actually taught, or will soon be taught, in a regularly offered course;
2. The group's subject matter concerns a body of courses as a whole; or
3. Participation in the group is required for a particular course or results in academic credit.

Just as a noncurriculum related student group determination is fact-sensitive, so is determining whether a particular time period is noninstructional time. The term *noninstructional time* under the EAA means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends. 20 U.S.C. §4072(4). A morning activity period was found to be noninstructional time making a high school's refusal to allow a student Bible club to meet in school during that period a violation of the EAA. Donovan v. Punxsutawney Area Sch. Bd., 336 F.3d 211 (3d. Cir. 2003). The Ninth Circuit reached the opposite conclusion in a similar case. Prince v. Jacoby, 303 F.3d 1074 (9th Cir. 2002). But see Ceniceros ex rel. Risser v. Bd. of Trustees, 106 F.3d 878, 880 (9th Cir. 1997) (holding that the plain meaning of the term "noninstructional time" under the EAA includes meetings held during lunch time).

A school violates the EAA by allowing some student groups to meet on campus but refusing similar access to gay-lesbian clubs. Colin v. Orange Unified Sch. Dist., 83 F.Supp.2d 1135 (C.D. Cal. 2000); White County High School Peers Rising In Diverse Ed. v. White Cty. Sch. Dist., 2006 WL 1991990 (D. Ga. 2006); SAGE v. Osseo Area Sch. Dist. No. 279, 2007 WL 2885810 (D. Minn. 2007). But see Caudillo v. Lubbock Ind. Sch. Dist., 311 F.Supp.2d 550 (N.D.Tex. 2004)(school did not violate the EAA when it denied a gay student club's request for access because the "maintain order and discipline" exception applied). Note the U.S. Supreme Court refused to apply N.J.'s public accommodation law to the Boy Scouts because forcing the Boy Scouts to accept a homosexual as a member would violate the Scouts' freedom of expressive association. Boy Scouts of Amer. v. Dale, 530 U.S. 120 (2000).

The Seventh Circuit upheld the actions of high school officials who suspended an anti-abortion student club, due to neutral reasons unrelated to viewpoint. E.D. by Duell v. Noblesville Sch. Dist., 151 F.4th 907 (7th Cir. 2025).

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For purposes of this Board policy, the District has established a *limited open forum* for high school students enrolled in the District. Each District high school shall offer an opportunity for student-led *noncurriculum related student groups* to meet on school premises during *noninstructional time*. Noncurriculum related student groups are those student groups, clubs, or organizations that do not directly relate to the curriculum.[2] For purposes of this Board policy, a *non-school sponsored* noncurriculum related student group is a noncurriculum related student group that is student led.

A student group or club is *school sponsored* if the District approves the student group or club to have a paid adult sponsor to promote, participate, and/or lead its activities. However, assigning a teacher, administrator, or other school employee to supervise a meeting for custodial purposes, allowing groups to promote meetings, and providing access to resources as determined by the District do not constitute sponsorship of the student group or club, nor does it constitute the District's endorsement or agreement with the activity or the speech of the students who participate in the activity.

Extracurricular and co-curricular student groups or clubs that are school sponsored are governed by Board policy 6:190, *Extracurricular and Co-Curricular Activities*.

Student groups or clubs directed and controlled by non-school persons are governed by Board policy 8:20, *Community Use of School Facilities*.

Student-led noncurriculum related student groups or clubs that are not school sponsored are granted free use of school premises and/or access to school resources for a meeting or series of meetings under the following conditions: [3]

1. The meeting is held during those noninstructional times identified by the Superintendent or designee for noncurriculum related student groups, clubs, or organizations to meet. *Noninstructional time* means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends.
2. All noncurriculum related student groups that are not school sponsored receive substantially the same treatment. [4]
3. The student group or club and the meeting are student-initiated, meaning that the request is made by a student, and the group or club is led by a student. [5]
4. Student attendance at the meeting is voluntary.
5. The school and school employees will not promote, lead, participate in, or otherwise sponsor the meeting.
6. School employees are present at religious meetings only in a nonparticipatory capacity.

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[2] 20 U.S.C. §4072. See also discussion in f/n 1.

[3] All of the listed conditions are based on language from the EAA, except for 10 through 12.

[4] The Ninth Circuit Court of Appeals found that a school district violated the EAA and the student's First Amendment rights by denying her Bible club the same rights and benefits as other noncurriculum related student clubs. Prince v. Jacoby, 303 F.3d 1074 (9th Cir. 2002). Nothing in the decision suggests that the school was required to *sponsor* the Bible club and financially support it. However, the school board voluntarily gave "associated student body" clubs certain benefits that were denied the plaintiff's religious club. Thus, the district unlawfully treated one noncurriculum related student club differently from another noncurriculum related student club. See also U.S. Dept. of Education *Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools* (2026), available at: www.ed.gov/media/document/2026-guidance-constitutionally-protected-prayer-and-religious-expression-public-elementary-and-secondary-schools-113182.pdf.

[5] In E.D., the Court found no violation of the EAA where a school official decided to suspend a student anti-abortion club based on evidence that the club was partially run by the student's parent, and the student failed to follow the school's content-neutral flyer rules by including political messages.

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7. The meeting and/or any activities engaged in by the student group or club do not materially or substantially interfere with the orderly conduct of educational activities.
8. Non-school persons do not direct, conduct, control, or regularly attend the meetings. [6]
9. The school retains its authority to maintain order and discipline. [7]
10. A school staff member is present in a supervisory capacity.
11. The Superintendent or designee approves the use of school premises and/or access to school resources for a meeting or series of meetings.
12. The school requires neutral content generally limited to club/group name, meeting time(s), and location(s) as well as the approval of the Building Principal or designee for all advertisements, wall postings, or flyers. [8]

The Superintendent or designee shall develop administrative procedures to implement this policy.

LEGAL REF.: 20 U.S.C. §4071 et seq., Equal Access Act.
Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226 (1990).
E.D. by Duell v. Noblesville Sch. Dist., 151 F.4th 907 (7th Cir. 2025).
Gernetzke v. Kenosha Unified Sch. Dist. No. 1, 274 F.3d 464 (7th Cir. 2001), *cert. denied*, 535 U.S. 1017.

CROSS REF.: 6:190 (Extracurricular and Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 8:20 (Community Use of School Facilities), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

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[6] Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226, 236 (1990).

[7] In response to a school's invitation for all student groups to paint murals in the school hallway, a Bible club sought to include a large cross. The school principal forbade the cross in order to avoid conflicts among students – there was evidence the student body contained Satanic and neo-Nazi adherents. The principal's decision was insulated from liability under the EAA by the Act's provision that "nothing in [the Act] shall be construed to limit the authority of the school … to maintain order and discipline on school premises." Gernetzke v. Kenosha Unified Sch. Dist. No. 1, 274 F.3d 464 (7th Cir. 2001), *cert. denied,* 535 U.S. 1017 (2002).

See E.D. at 917, (quoting Gernetzke, "[o]rder and discipline are part of any high school's basic educational mission; without them, there is no education.").

[8] The content-neutral restrictions contained in this item were upheld in E.D. The Court found, "[t]he District could reasonably conclude that covering its walls with warring political messages would undermine that order and divert attention from the business of learning." Id. at 917.

This condition's application should be consistent with a board's adopted language in policy 8:25, *Advertising and Distributing Materials in Schools Provided by Non-School Related Entities*.

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Community Relations

Connection with the Community

Public Relations

The Board President is the official spokesperson for the School Board. The Superintendent is the District's chief spokesperson.[1] The Board, in collaboration with the Superintendent or designee, shall plan and implement a District public relations program that will: [2]

1. Develop community understanding of school operation.
2. Gather community attitudes and desires for the District.
3. Ensure adequate financial support for a sound educational program.
4. Help the community feel a more direct responsibility for the quality of education provided by their schools.
5. Earn the community's goodwill, respect, and trust.
6. Promote a genuine spirit of cooperation between the school and the community.
7. Keep the news media and community accurately informed.

The public relations program should include:

1. Regular news releases concerning District programs, policies, activities, and special event management for distribution by, for example, posting on the District website, using District social media accounts,[3] and/or sending to the news media.

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[1] In alignment with the IASB *Foundational Principles of Effective Governance*, the school board president is the board's spokesperson (see sample policy 2:110, *Qualifications, Term, and Duties of Board Officers*) and the superintendent is the district's spokesperson.

[2] These objectives are examples only and should be customized for each district. The board and superintendent should have a conversation regarding which objectives the board, superintendent, or both the board and superintendent together will implement. An alternative to the entire first subhead follows:

> The Board President is the official spokesperson for the School Board. The Superintendent is the District's chief spokesperson. The Board, in collaboration with the Superintendent or designee, shall plan and implement a District public relations program to keep the community informed and build support through open and authentic communications. The public relations program shall include, without limitation, media relations; internal communications; communications to the community; communications to students and parents/guardians; the District website and social media accounts; and other efforts to reach all audiences using suitable mediums.

[3] The U.S. Supreme Court case, Lindke v. Freed, 601 U.S. 187 (2024), held that a government official's speech on social media is attributable to the government if the official: (1) has actual authority to speak on behalf of the government on a particular matter; and (2) purports to exercise that authority when speaking on social media. If an official's speech on social media is attributable to the government, then the official's social media posts will be subject to scrutiny under the First Amendment. Social media accounts of government officials that are clearly labeled as personal (e.g., "This is the personal page of [insert name]") or with a disclaimer (e.g., "the views expressed are strictly my own") are presumed to contain only personal posts, though that presumption can be challenged depending on the particular facts. Id. The Court did not distinguish between elected or appointed government officials and employees, suggesting that the same test would apply to government employees.

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2. News conferences, interviews, and official Board or District statements, as requested or needed. The Board President and Superintendent will coordinate their respective media relations efforts. As official spokesperson for the Board, the Board President will communicate on behalf of the Board to the news media and community. Statements made by Board members when not authorized by the Board will be considered personal comments of the Board member, and Board members are encouraged to identify such statements as their personal opinions. Official Board or District statements (other than those made directly to the media) will be made through the District website and/or its social media accounts, at official District events, or through other official communication methods, such as District email or mailings. Individuals may speak for the District only with prior approval from the Superintendent. [4]
3. Publications having a high quality of editorial content and effective format. All publications shall identify the District, school, department, or classroom and shall include the name of the Superintendent, the Building Principal, and/or the author and the publication date.
4. Other efforts that highlight the District's programs and activities. [5]

Community Engagement [6]

Community engagement is a process that the Board uses to actively involve diverse citizens in dialogue, deliberation, and collaborative thinking around common interests for the District's schools. Effective

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Because those who post on a district's social media accounts typically have authority to speak on the district's behalf, such accounts are likely either *limited public forums* (also referred to as *nonpublic forums*) or *public forums*. See, e.g., People for the Ethical Treatment of Animals v. Tabak, 109 F.4th 627~~2024 WL 3573661~~ (D.C. Cir. 2024)(finding the National Institutes of Health's (NIH) social media accounts were limited public forums because use of the accounts was limited to discussion of certain subjects; however, the NIH violated the First Amendment when it filtered out comments based on the plaintiff's viewpoints). Consider that school districts are different than federal government agencies and must ensure other duties to students, e.g., safety and security, which may require excluding certain comments from the district's social media accounts.

For several resources on best practices for school board member social media use, see https://downloads.microscribepub.com/il/press/hosted/Social_Media_Use_for_Board_Members_Resources.pdf.

[4] See f/n 1, above. This item aligns with sample policy 2:110, *Qualifications, Term, and Duties of Board Officers,* and the board member oath of office in 105 ILCS 5/10-16.5, which requires board members to swear or affirm that they "shall recognize that a board member has no legal authority as an individual and that decisions can only be made by a majority vote at a public board meeting." Making official statements through the district's website and official social media accounts, rather than through personal or "mixed use" accounts is a best practice and a strategy to mitigate First Amendment liability for board members and employees who communicate through social media platforms. Additionally, it is a best practice for board members or employees with social media accounts to clearly label their personal accounts as personal and limit district-related communications to official district accounts. See the Lindke v. Freed case, discussed in f/n 3, above.

[5] Examples of such programs include senior citizens' brunches, realtors' luncheons, and building tours.

[6] This section is optional. A board that includes this subhead should complete the work necessary to develop and implement community engagement goals. For training resources, see www.iasb.com/conference-training-and-events/training/workshops/reflecting-on-communication-and-community-engageme/ and www.iasb.com/about-us/publications/journal/2022-illinois-school-board-journal/september-october-2022/engaging-with-the-community-%C2%A0a-time-to-reflect-and/.

The community engagement process differs from public relations (discussed in the **Public Relations** section, above) or public polling. Public relations push out information to the community. Public polling pulls information or opinions from the community. While most school districts understand how to push and pull information from their communities, the community engagement process is part of the two-way conversation for school boards that involves listening. Listening should not be limited only to the public comment period during board meetings. It is reaching out to the community and having conversations not only with parents but other community members, and then taking into consideration their thoughts and ideas as boards make their decisions. This method of listening must be purposeful for community engagement to work as intended.

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community engagement is essential to create trust and support among the community, Board, Superintendent, and District staff. [7]

The Board, in consultation with the Superintendent, articulates the District's community engagement goals.

The Board will periodically: (1) review whether its community engagement goals(s) are achieving the identified purpose(s) and objective(s); (2) consider what, if any, modifications would improve effectiveness; and (3) determine whether to continue individual tactics.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers)

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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] These statements are based on IASB's *Foundational Principles of Effective Governance*, principle #2, "The board connects with the community." The first sentence applies the definition of community engagement to a board and its school district. See www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/.

An alternative introductory sentence that repeats the definition of community engagement follows: "For purposes of this policy, community engagement is the process that school boards use to actively involve diverse citizens in dialogue, deliberation and collaborative thinking around common interests for their public schools."

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Community Relations

Accommodating Individuals with Disabilities [1]

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities, and will not be subject to illegal discrimination.[2] When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others. [3]

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. [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 controls this policy's content.

[2] The Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101 et seq. The ADA covers all state and local governments, including those that receive no federal financial assistance. Title II of the ADA specifically contains accessibility requirements. 42 U.S.C. §§12131 et seq. Its nondiscrimination provision states: "[s]ubject to the provisions of this subchapter, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." 42 U.S.C. §12132.

The U.S. Dept. of Justice, through its Civil Rights Division, is the key agency responsible for enforcing Title II. The regulations implementing Title II are found at 28 C.F.R. Part 35. For a comprehensive compliance toolkit, see: www.ada.gov/pcatoolkit/chap1toolkit.htm. This policy contains only the basic elements of the ADA's requirements.

The ADA Amendments Act (ADAAA) significantly changed the ADA's definition of disability. 42 U.S.C. §12102. It did not, however, amend any provision in Title II regarding accessibility requirements. Consult the board attorney regarding the ADAAA's impact, if any, on the district's Title II accessibility obligations.

See f/n 4 in policy 2:260, *Uniform Grievance Procedure*, for a discussion of website accessibility requirements under Title II and the School Code. Consult the board attorney about procedures for the superintendent to perform his or her duties outlined below in f/ns 6 and 8.

The Ill. Environmental Barriers Act (410 ILCS 25/) and the Ill. Accessibility Code (71 Ill.Admin.Code Part 400) are "intended to establish minimum scoping and technical design requirements to ensure that the building environment in the State of Illinois is designed, constructed, and altered to be accessible to and useable by all, including individuals with disabilities." 71 Ill.Admin.Code §400.110(a). Press boxes that "are in bleachers that have points of entry at only one level, and the aggregate area of the press box is no more than 500 square feet" do not have to comply with the Accessibility Code. 105 ILCS 5/10-20.51.

[3] 28 C.F.R. §35.130(b). If separate services or programs are provided, a district may not deny the individual an opportunity to participate in the regular programming unless the accommodation would alter the fundamental nature of the program. 28 C.F.R. §35.130(b).

[4] Districts must provide auxiliary aids and services to ensure that no ~~disabled~~ individual with a disability is excluded or treated differently than other individuals, unless the district can show that taking such steps would fundamentally alter the nature of the function, program, or meeting or would be an undue burden. 28 C.F.R. §§35.160 and 35.164. ~~The term~~ Examples of *auxiliary aids and services* includes qualified interpreters, assistive listening devices, note-takers, ~~and~~ written materials, open and closed captioning, and real-time computer-aided transcription services for individuals with hearing impairments; for individuals with vision impairments, ~~the term~~examples include~~s~~ qualified readers, taped texts, and Braill~~ed~~ or large print materials, and screen reader software. 28 C.F.R. §35.104.

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Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety. [5]

The Superintendent or designee is designated the Title II Coordinator and shall: [6]

1. Oversee the District's compliance efforts and, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date. [7]
2. Institute plans to make information regarding Title II's protection available to any interested party. [8]

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required.[9] This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing a grievance under Board policy 2:260, the *Uniform Grievance Procedure*. [10]

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LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131 et seq., Americans with Disabilities Act; 28 C.F.R. Part 35.
Rehabilitation Act of 1973 §104, 29 U.S.C. §794, Rehabilitation Act of 1973 (2006).
105 ILCS 5/10-20.51.
410 ILCS 25/, Environmental Barriers Act.
71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Building Programs)

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[5] This requirement applies to construction commenced after January 26, 1992. 28 C.F.R. §35.151. Compliance methods include: equipment redesign, reassignment of services to accessible buildings, assignment of aids to beneficiaries, home visits, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities (a district is not required to make structural changes in existing facilities where other methods are effective in achieving compliance), and use of accessible rolling stock or other conveyances. 28 C.F.R. §35.150.

[6] Each district having 50 or more full- or part-time employees must designate at least one employee to coordinate its efforts to comply with Title II, including complaint investigations. 28 C.F.R. §35.107.

[7] A written evaluation of district services, policies, and practices should have been completed by January 26, 1993. Interested people should have been allowed to submit comments during the evaluation process. The final self-evaluation document must be kept for at least three years, be available for public inspection, and include a list of individuals and organizations consulted, a description of areas examined and any problems identified, and a description of any modifications. The record retention requirement applies to only those districts having 50 or more full or part-time employees. While January 26, 1996, has passed, this information is kept in the policy as it is an affirmative obligation.

[8] Each district must make information regarding the ADA's protection available to any interested party. 28 C.F.R. §35.106. For example, a simple notice can be included in school newspapers, program or performance announcements, and registration material.

[9] The superintendent decides the appropriate response on a case-by-case basis.

[10] Adoption of a uniform grievance procedure fulfills the ADA's requirement that each district having 50 or more employees adopt and publish a grievance procedure providing for prompt and equitable resolution of any complaint.

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Please review this material with your school board attorney before use.

DRAFT

7:325 Student Fundraising Activities

No individual or organization is allowed to ask students to participate in fundraising activities while the students are on school grounds during school hours or during any school activity. Exceptions are:

1. School-sponsored student organizations; and
2. Parent organizations and booster clubs that are recognized pursuant to Board policy 8:90, *Parent Organizations and Booster Clubs*.

The Superintendent or designee shall manage student fundraising activities in alignment with the following directives:

1. Fundraising efforts shall not conflict with instructional activities or programs.
2. For any school that participates in the School Breakfast Program or the National School Lunch Program, fundraising activities involving the sale of food and beverage items to students during the school day while on the school campus must comply with the Ill. State Board of Education rules concerning the sale of competitive food and beverage items.
3. Participation in fundraising efforts must be voluntary.
4. Student safety must be paramount, and door-to-door solicitations are discouraged.
5. For school-sponsored student organizations, a school staff member must supervise the fundraising activities, and the student activity funds treasurer must safeguard the financial accounts.
6. 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.
7. The funds shall be used to the maximum extent possible for the designated purpose.
8. Any fundraising efforts that solicit donor messages for incorporation into school property, e.g., tiles or bricks, or placement upon school property, e.g., posters or placards, must:

    a. Develop viewpoint neutral guidelines for the creation of messages;
    b. Inform potential donors that all messages are subject to review and approval, and that messages that do not meet the established guidelines must be resubmitted or the donation will be returned; and
    c. Place a disclaimer on all fundraising information and near the completed donor

messages that all messages are "solely the expression of the individual donors and not an endorsement by the District of any message's content."

9. An annual report detailing the fundraising activities conducted within the school year shall be submitted to the Board of Education no later than September 30 following the close of the fiscal year ~~School Board by July 1 of every year~~. This report shall include a summary of the fundraising efforts, funds raised, funds utilized, their alignment with the organization's purposes and goals, and any changes or updates made to fundraising policies or procedures during the year.
10. All fundraising activities must receive prior approval from the Superintendent or designee before the start date of the fundraiser. Fundraiser requests shall include a description of the proposed activity, its purpose, expected outcomes, and compliance with applicable rules and guidelines. In the event that a fundraiser request is denied by the Superintendent or designee, the requesting party has the right to appeal the decision to the Board of Education. The appeal must be submitted in writing within 72 hours of receiving the denial notice. The Board of Education shall review the appeal and make a final decision. The decision of the Board of Education shall be binding.

LEGAL REF.:

105 ILCS 5/10-20.19(3).

23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:90 (Student Activity and Fiduciary Funds), 4:120 (Food Services), 8:80 (Gifts to the District), 8:90 (Parent Organizations and Booster Clubs)

ADOPTED: November 11, 2025

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 11, 2026
Re: Staples Vendor Approval

Staples is the successor to Hi-Touch, the company that originally furnished the office furniture and cubicle systems in the Administration Center. In addition to routine office supplies, the District also purchases office furniture and related furnishings from Staples throughout the year to support operational needs across the District. Staples is an awarded vendor through a cooperative purchasing program, allowing the District to receive competitive pricing while maintaining procurement compliance. The office furniture is manufactured by HON in Muscatine, Iowa, ensuring compatibility with the District's existing furniture systems.

During FY27, the District anticipates purchasing approximately $15,000 in routine office supplies and furnishings from Staples. The District is also requesting approval for $47,083.66 in office and Boardroom furniture improvements, which includes modifications to the existing Human Resources and Business Office cubicle workstations as well as the purchase of additional Boardroom furnishings.

The Human Resources and Business Office improvements will create a more functional, efficient, and productive workspace. The current open cubicle layout creates a noisy and distracting environment, making it difficult for staff to concentrate and conduct confidential conversations. The proposed improvements include increasing the height of the existing cubicles, adding doors to provide greater privacy, and constructing an additional office adjacent to the Business Office. The additional office will provide a flexible workspace for interns and a private location for interview candidates to complete employment assessments.

The Boardroom improvements include the purchase of a modular curved "ganging" table and 20 additional HON chairs. These furnishings will increase the flexibility of the Boardroom by allowing multiple room configurations for Board of Education meetings, committee meetings, staff training, and other district events while increasing seating capacity for participants and guests. Because the furnishings are manufactured by HON, they will be compatible with the District's existing furniture systems, providing a cohesive appearance and allowing the District to continue utilizing its existing investment.

It is recommended that the Board of Education approve Staples as a District vendor for purchases not to exceed $62,083.66 during fiscal year 2027.

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: $62,083.66
Funding Source: District 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

Staples Business

Jon Czerwinski

Phone: 404-807-1470
jon.czerwinski@staples.com

QUOTATION

BI-407675

SOLD TO:

Rock Island Milan Cusd #41

SHIP TO:

HR Dept & Board Room

2000 7th Ave
Rock Island IL 61201

Project: HR Modifications & Board Room

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.		Part Number & Description			Sell $	Ext Sell $
1	**8**	HON	**HEC80PLN**	**80H "L" Connector Post**		$81.60	$652.80
			Select Paint Grade	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		
2	**8**	HON	**HEC80PTN**	**80H "T" Connector Post**		$79.22	$633.76
			Select Paint Grade	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		
3	**8**	HON	**HECSL**	**"L" Connector Strap**		$8.50	$68.00
4	**8**	HON	**HECST**	**"T" Connector Strap**		$12.58	$100.64

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description			Sell $	Ext Sell $
5	**4**	HON **HEFEC50P**	**Panel Finished End Covers 50H**		$31.28	$125.12
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
6	**12**	HON **HEFEC80P**	**Panel Finished End Covers 80H**		$38.08	$456.96
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
7	**1**	HON **HEOHRTA1542 FD**	**15H x 13"D x 42W Flipper Door Overhead**		$243.78	$243.78
		Select Paint	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
8	**1**	HON **HEOHRTA1560 FD**	**15H x 13"D x 60W Flipper Door Overhead**		$334.56	$334.56
		Select Paint	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
9	**8**	HON **HES1530G**	**Glass Stacker 15H x 30W**		$240.38	$1,923.04
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
		Select Glass	.Q	Clear		
10	**20**	HON **HES1536G**	**Glass Stacker 15H x 36W**		$248.88	$4,977.60
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
		Select Glass	.Q	Clear		
11	**8**	HON **HES1542G**	**Glass Stacker 15H x 42W**		$274.72	$2,197.76
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
		Select Glass	.Q	Clear		

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

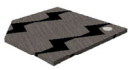
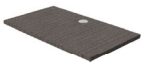
Line #	Qty.	Part Number & Description			Sell $	Ext Sell $
12	**4**	HON **HES1560G**	**Glass Stacker 15H x 60W**		$337.62	$1,350.48
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
		Select Glass	.Q	Clear		
13	**4**	HON **HESDMK30**	**Accelerate Sliding Door Frame 30"W**		$87.04	$348.16
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
14	**2**	HON **HESDMK36**	**Accelerate Sliding Door Frame 36"W**		$91.12	$182.24
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
15	**2**	HON **HETC30**	**Panel Top Cap 30"W**		$24.48	$48.96
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
16	**6**	HON **HETC36**	**Panel Top Cap 36"W**		$31.28	$187.68
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
17	**1**	HON **HETC42**	**Panel Top Cap 42"W**		$32.30	$32.30
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
18	**1**	HON **HETC60**	**Panel Top Cap 60"W**		$43.86	$43.86
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description	Sell $	Ext Sell $
19	**2**	HON **HETP6530FP** **Tackable Panel w/o TC 65H x 30W**	$218.62	$437.24
		Fabric Selection $(B) Grd B Fabric Grade B Fabric Selection .TRRN Terrain Select Terrain Fabric 20 Ridge Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
20	**6**	HON **HETP6536FP** **Tackable Panel w/o TC 65H x 36W**	$235.28	$1,411.68
		Fabric Selection $(B) Grd B Fabric Grade B Fabric Selection .TRRN Terrain Select Terrain Fabric 20 Ridge Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
21	**1**	HON **HETP6542FP** **Tackable Panel w/o TC 65H x 42W**	$255.68	$255.68
		Fabric Selection $(B) Grd B Fabric Grade B Fabric Selection .TRRN Terrain Select Terrain Fabric 20 Ridge Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
22	**1**	HON **HETP6560FP** **Tackable Panel w/o TC 65H x 60W**	$289.00	$289.00
		Fabric Selection $(B) Grd B Fabric Grade B Fabric Selection .TRRN Terrain Select Terrain Fabric 20 Ridge Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
23	**4**	HON **HEVHF30P** **In-Line Variable Height Finishing Kit 30H**	$41.48	$165.92
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
24	**6**	HON **HH18042SD** **Abound Sliding Door 80"H x 42"W**	$1,461.32	$8,767.92
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .LOFT Loft		
25	**2**	HON **HH871236** **Electrical Power Harness 36W 3-1 & 2-2 Systems**	$105.74	$211.48

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.		Part Number & Description			Sell $	Ext Sell $
26	**1**	HON	**HH871242**	**Electrical Power Harness 42W 3-1 & 2-2 Systems**		$111.18	$111.18
27	**1**	HON	**HH871260**	**Electrical Power Harness 60W 3-1 & 2-2 Systems**		$111.18	$111.18
28	**3**	HON	**HH871501**	**Duplex Receptacle Circuit 1 3-1 & 2-2 Systems**		$22.78	$68.34
			Select Duplex Color	.LOFT	Loft		
29	**2**	HON	**HSCKTPS**	**Straight Connector Kit**		$11.56	$23.12
			Select Paint Color	.X	No Option		
30	**1**	HON	**HVFB23R**	**Box/Box/File 28H x 22 7/8D x 15W**		$285.26	$285.26
			Select Lock Option	.L	Lock		
			Select Paint Color	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		
31	**1**	HON	**HVFF23R**	**File/File 28H x 22 7/8D x15W**		$282.54	$282.54
			Select Lock Option	.L	Lock		
			Select Paint Color	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		
32	**1**	HON	**HCTL242**	**24D Cantilever One Pair**		$43.18	$43.18
			Select Paint Color	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		

Line #	Qty.	Part Number & Description			Sell $	Ext Sell $
33	1	HON **HHN831124**	**Flat Bracket 24D**		$33.32	$33.32
		Select Color Option	.S	Charcoal		
34	1	HON **HLSLZ5SC60**	**48"W External Stiffener**		$66.22	$66.22
		Select Color Option	.P	Black		
35	2	HON **HRVCLG24**	**Abound 29"H x 24"D Abound Universal Support Leg**		$98.94	$197.88
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.LOFT	Loft		
36	1	HON **HWCS3624P**	**Systems Corner Worksurface 36Wx24D Edgeband Straight**		$242.42	$242.42
		Select Laminate	$(L2STD)	Grd L2 Standard Laminates		
		Select Grade 2 Laminate Finish	.LPT1	Portico Teak		
		Select Edgeband Color	.DP	Portico Teak		
		Select Grommet Color	.LOFT	Loft		
37	1	HON **HWR2442P**	**Systems Rectangular Worksurface Edgeband 24D x 42W**		$196.86	$196.86
		Select Laminate	$(L2STD)	Grd L2 Standard Laminates		
		Select Grade 2 Laminate Finish	.LPT1	Portico Teak		
		Select Edgeband Color	.DP	Portico Teak		
		Select Grommet Color	.LOFT	Loft		
38	1	HON **HWR2454P**	**Systems Rectangular Worksurface Edgeband 24D x 54W**		$222.36	$222.36
		Select Laminate	$(L2STD)	Grd L2 Standard Laminates		
		Select Grade 2 Laminate Finish	.LPT1	Portico Teak		
		Select Edgeband Color	.DP	Portico Teak		
		Select Grommet Color	.LOFT	Loft		
39	1	HON **HWR2460P**	**Systems Rectangular Worksurface Edgeband 24D x 60W**		$246.50	$246.50
		Select Laminate	$(L2STD)	Grd L2 Standard Laminates		
		Select Grade 2 Laminate Finish	.LPT1	Portico Teak		
		Select Edgeband Color	.DP	Portico Teak		
		Select Grommet Color	.LOFT	Loft		

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description			Sell $	Ext Sell $
40	**1**	HON **HIWMM**	**Ignition 2 Task Mid-back**		$413.23	$413.23
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.S	Black All-Surface Caster		
		Select Mesh Color	.IC	4-Way Charcoal		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.ENSB	Ensemble		
		Ensemble Fabric	32	Scarlet		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
41	**10**	HON **HMG2**	**Motivate 4-Leg Stack Chair-Uph Seat-Set/2**		$453.22	$4,532.20
		Select Arm Type	.N	No Arm		
		Select Caster Option	.S	Soft Caster		
		Select Shell Color	.LA	Lava		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.ENSB	Ensemble		
		Ensemble Fabric	32	Scarlet		
		Select Frame Color	.CBK	Charblack		
42	**6**	KIM **K82PGB**	**PAIRINGS,LOUNGE,PERCH,GANGING BRACKET**		$29.98	$179.88
43	**1**	KIM **55N246029RTTLL**	**ZING,24DX60WX29H,TRAINING TABLE,RECTANGLE,T LEG,TFL**		$575.18	$575.18
		RIM PROFILE/COLOR	VPT	SOFTENED,PORTICO		
		GROMMET CUTOUT	X	NO CUTOUT		
		LAMINATE GROUP	STD	STANDARD LAMINATE		
		LAMINATE COLOR	PT	PORTICO		
		COLUMN PAINT	STD	STANDARD,NON-METALLIC F		
		PAINT COLOR	462	CINDER		
		BASE PAINT	STD	STANDARD,NON-METALLIC F		
		PAINT COLOR	462	CINDER		
		GANGING POWER	N	NO		
		MOBILE	Y	YES		

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description		Sell $	Ext Sell $
44	**4**	KIM **55N247229CRTLL**	**ZING,24DX24W29H,TRAINING TABLE,CRESCENT,TLEG,TFL**	$686.34	$2,745.36

RIM PROFILE/COLOR	VPT	SOFTENED,PORTICO
GROMMET CUTOUT	X	NO CUTOUT
LAMINATE GROUP	STD	STANDARD LAMINATE
LAMINATE COLOR	PT	PORTICO
COLUMN PAINT	STD	STANDARD,NON-METALLIC F
PAINT COLOR	462	CINDER
BASE PAINT	STD	STANDARD,NON-METALLIC F
PAINT COLOR	462	CINDER
GANGING POWER	N	NO
MOBILE	Y	YES

45	**1**	**SUIRCHARGE**	**Kimball Surcharge**	$1,157.27	$1,157.27
46	**1**	**SURCHARGE**	**HNI Surcharge**	$303.56	$303.56
47	**1**	**LABOR**	**LABOR TO INSTALL NEW PRODUCT AND RECONFIGURE EXISTING**	$9,600.00	$9,600.00

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description	Sell $	Ext Sell $

Grand Total Sell: $47,083.66

---------- Special Instructions ----------

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.
Applicable Sales Tax will be added at time of invoicing.

---------- Additional Instructions ----------

*Signature indicates acceptance of above quotation as well as the review and agreement to terms and conditions included with this quotation.

Accepted by	Title	Date	PO Number

Grand Total Sell: $47,083.66

FURNITURE TERMS AND CONDITIONS
These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third-party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.
B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.
C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.
D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyers shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.
E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes are not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyers shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including

reasonable attorneys' fees.

Mail check to: Staples PO BOX 208897 Dallas TX 75320-8897

ACH Instructions

- **Account Name: Staples Contract & Commercial, LLC**
- **Account Number: 4654634682**
- **ACH and Wire Routing Number: 121000248**
- **BIC (Swift Routing): WFBIUS6S**
- **Wells Fargo Address: 420 Montgomery Street, San Francisco, CA 94163**

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing, and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) PRESS RELEASES AND ADVERTISEMENTS. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grant to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interests. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party with all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least $1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than $1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than $1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of $4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) GOVERNING LAW. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

BI / QUOTE #	DATE	CONTRACT #	SALESPERSON
BI-407675	8/5/2026	Sourcewell	Jon Czerwinski

Line #	Qty.	Part Number & Description	Sell $	Ext Sell $

Personnel Recommendations
Board of Education Meeting
August 11, 2026

Non-Certified Appointments

It is recommended that the Board of Education approve the following non-certified appointments for the 2026-27 school year.

Stacey Austin -	Cashier at Rock Island High School Salary - $15.86/hourly
Sonya Boyd -	Server at Eugene Field Elementary School Salary - $15.86/hourly
Antonio Carpenter -	Parent Mentor Coordinator - WIU Parent Mentor Program at Longfellow Elementary School Salary - $11.50/hour
Ronald Carpenter -	Paraprofessional (Special Education) at Ridgewood Elementary School Salary - $20.50/hourly
Kristina Colburn -	General Help at Administration Center Salary - $15.86/hourly
Delema Cowan -	Paraprofessional (Special Education) at Ridgewood Elementary School Salary - $20.50/hourly
Remi Engeland -	General Help at Administration Center Salary - $15.86/hourly
Bridget Ferguson -	Paraprofessional at Eugene Field Elementary School Salary - $20.50/hourly
Lapp Griffin -	Paraprofessional at Rock Island Academy Salary - $20.50/hourly
John Lindaman -	Paraprofessional at Denkmann Elementary School Salary - $20.50/hourly

Nikki Munson - Paraprofessional at Rock Island Academy
Salary - $26.94/hourly

Adriana Perez - Paraprofessional (Special Education) at Rock Island Center for Math and Science
Salary - $21.46/hourly

Renee Ross - Paraprofessional (Special Education) at Earl Hanson Elementary School
Salary - $21.46/hourly

Non-Certified Internal Transfer

It is recommended that the Board of Education approve the following non-certified internal transfer for the 2026-27 school year.

Danielle Cook - General Help at Washington Junior High School to Paraprofessional (Library) at Denkmann Elementary School
Salary - $20.50

Nitra Kelley - Nutrition Service Lead at Frances Willard to Second Shift Custodian Split at Rock Island Center for Math and Science and Edison Elementary School
Salary - $51,652/annually

Certified Coach Appointments

It is recommended that the Board of Education approve the following certified appointments for the 2026-27 school year.

Christopher Allison - Athletic Manager at Washington Junior High School
Salary - $8,461/annual stipend

Melanie Martinez -	Athletic Manager at Edison Junior High School (split stipend) Salary - $3,587.00/annual stipend
Cassandra Mikaio -	Athletic Manager at Edison Junior High School (split stipend) Salary - $3,587.00/annual stipend
Lance Riccio -	Ticket Manager at Rock Island High School Salary - $16,383/annual stipend
Ellery Stewart -	Assistant Cross Country Coach at Washington Junior High School Salary - $2,455/annual stipend (split)
Bridget Taheny -	Assistant Cross Country Coach at Washington Junior High School Salary - $2,455/annual stipend (split)
Christopher Versluis -	Assistant Cross Country Coach at Edison Junior High School Salary - $4,910/annual stipend
Susana Williams -	Head Girls Cross Country Coach at Rock Island High School Salary - $10,984/annual stipend

Certified Department Head Appointment

It is recommended that the Board of Education approve the following certified department head appointment for the 2026-27 school year.

Peter Carlin -	Department Head - Fine Arts at Rock Island High School Salary - $7,380/annual stipend

Non-Certified Extracurricular Appointments

It is recommended that the Board of Education approve the following non-certified extracurricular appointments for the 2026-27 school year.

Jada Harris -	Flag Director at Rock Island High School Salary - $4,711.00/annual stipend

Peter Philhower - Front Ensemble Instructor at Rock Island High School
Salary - $1,066/annual stipend

Non-Certified Resignations

It is recommended that the Board of Education accept the following non-certified resignations during the 2026-27 school year.

Staff Member	Current Position	Years of Continuous Service
David Ames -	Paraprofessional (Special Education) at Rock Island High School	4 Years Effective 08/05/2026
Tresa Andrews -	Parent Mentor Coordinator Longfellow Elementary School	< 1 Year Effective 07/30/2026
Lorie Fullington -	Cashier at Rock Island High School	2 Years Effective 04/1/2026
Addisen Hynd -	Cafeteria Supervisor at Rock Island Center for Math and Science	3 Years Effective 08/14/2026
Jessica Hollett -	Paraprofessional (Special Education) at Ridgewood Elementary School	< 1 Year Effective 06/30/2026
Elijah Lloyd -	Server at Rock Island High School	4 Years Effective 05/28/2026
Salma Salohi -	Assistant Teacher Head Start at Horace Mann	< 1 Year Effective 08/04/2026

Non-Certified Coach Resignation

It is recommended that the Board of Education accept the following non-certified coach resignation during the 2026-27 school year.

Staff Member	Current Position	Years of Continuous Service
Addison Bomelyn -	Assistant Volleyball Coach at Rock Island High	< 1 Year Effective 07/29/2026

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 11, 2026
Re: Fiscal Year 2027 Tentative Budget

Section 105 ILCS 5/17-1 of the Illinois School Code establishes the statutory process for the preparation, review, public hearing, and adoption of an annual school district budget. The District is required to prepare a tentative budget prior to final adoption and complete the required public review process.

Upon approval to begin the budget process, the District will complete the remaining statutory requirements, including:

- Preparing the Fiscal Year 2027 Tentative Budget in the required format and making it available for public inspection on August 12th and be on display for at least thirty (30) days prior to final Board action.
- Publishing notice that the tentative budget is available for public inspection and providing notice of the required public hearing at least thirty (30) days before the hearing.
- Holding a public hearing on the budget prior to final adoption.
- Presenting the Fiscal Year 2027 budget to the Board of Education for final adoption following the public hearing.

These procedures satisfy the requirements of 105 ILCS 5/17-1 governing the annual budget adoption process for Illinois school districts.

The Board of Education will receive a presentation of the preliminary Fiscal Year 2027 budget assumptions and anticipated financial plan as staff begins the statutory budget development process.

It is recommended that the Board of Education approve the initiation of the Fiscal Year 2027 budget process in accordance with the requirements of the Illinois School Code.

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: Sharon Williams, Ed.D.
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: August 11, 2026
Re: Employee Handbook

The Employee Handbook has been reviewed and updated to improve consistency, clarity, and efficiency across the District. The most significant revision is the integration of information previously contained in the separate Head Start Employee Handbook into the District's Employee Handbook.

This update was made to ensure that all employees receive consistent information regarding District expectations, policies, and procedures while maintaining compliance with applicable Head Start Program Performance Standards. Incorporating Head Start-specific information into a single handbook streamlines our documentation, reduces duplication, and provides employees with one comprehensive resource for employment-related information.

The revised handbook reflects current District policies, applicable federal and state requirements, and operational practices. Head Start-specific provisions remain clearly identified where program requirements differ from those applicable to all District employees.

Moving to a single, comprehensive Employee Handbook supports the District's commitment to consistency, transparency, and effective communication with all staff while simplifying future updates and administration.

It is recommended that the board approve the adoption of the revised employee handbook for the 2026-2027 school year.

ROCK ISLAND - MILAN SCHOOL DISTRICT 41

EMPLOYEE HANDBOOK

SCHOOL YEAR 2026-2027

Board of Education

Jason Roessler, President

Isabel Peña, Vice President

Sue Crowder, Member

Nicole Cisne-Durbin, Member

Andrea Gilman, Member

Michael Matherly, Member

Tracy Pugh, Member

Rock Island – Milan District Leadership Team

Sharon Williams, Ed.D. Superintendent

Jeff Dase, Ed.S. Deputy Superintendent

Dominique Moore, Ed.D. Assistant Superintendent of Human Resources

Beth Summers, Ed.D. Assistant Superintendent of Teaching & Learning

Annaka Whiting, Chief Financial Officer

Nicole Berry, Director of Early Childhood – Head Start

Ramona Dixon, Director of Grants, Accountability, and Assessments

Tuesday Few, Director of Human Resources

Debra Frantz, Director of EL

Gretchen Hampsey, Director of Accounting & Financial Services

Beth MacKenna, Director of Nutrition Services

Frank Mendoza, Director of Operations

Alicia Sanders, Director of Student Services

Brendan Sears, Director of Information Technology

Kler Soe, Director of Communications

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A Welcome from the Superintendent of Rock Island-Milan School District #41

Dear Team Member:

Welcome to the Rock Island - Milan School District 41 (RIMSD 41) family! On behalf of the Board of Education, the district leadership team, and your new colleagues, I am excited to officially welcome you to our team. We are thrilled that you have chosen to bring your talents, passion, and commitment to the scholars, families, and communities we serve.

At the Rock Island - Milan School District, our vision is to be a premier learning organization that enables scholars to achieve their maximum potential by equipping them with the necessary skills to be college, career, and life ready in a rapidly changing global society. Every member of our team—whether in the classroom, the office, or behind the scenes supporting teaching and learning or operations —plays a vital role in helping us meet that mission every single day.

You are joining a district that values:

- An equitable, safe, inclusive, and welcoming climate
- Being a community and regional asset
- Promoting positive and consistent family and community collaboration
- Embracing and celebrating diverse backgrounds, cultures, and perspectives
- Scholar learning and achievement - academic growth and attainment; social and emotional growth; cultural inclusivity
- Empowering staff to teach, lead, and serve by example

We believe in nurturing a supportive and professional environment where everyone is encouraged to grow and lead from where they are. You'll find that we invest in professional development, celebrate innovation, and listen carefully to the voices of our staff and community.

Thank you for choosing the Rock Island - Milan School District! Warm regards,

Sharon Williams

Sharon Williams, Ed. D. Superintendent

A Welcome from the Assistant Superintendent of Human Resources

Dear Team Member,

On behalf of the Rock Island-Milan School District, it is my pleasure to welcome you to our RIMSD family!

The Human Resources team is thrilled that you have chosen to join a team of dedicated professionals who are committed to providing every student with a high-quality education and a safe, supportive environment in which to grow and thrive.

Your role, no matter the position, is critical to our mission, and your talents, passion, and commitment will make a lasting difference in the lives of our scholars and families.

At RIMSD, we value collaboration, innovation, equity, and continuous learning. We believe in empowering our staff, celebrating diversity, and building a culture of mutual respect and shared purpose. You are now part of a community that supports one another and works together to create opportunities and outcomes that matter.

As the Assistant Superintendent of Human Resources, I want you to know that my door is always open. Whether you have questions, need support, or simply want to share your experiences, please don't hesitate to reach out.

Thank you for choosing to be a part of our district. We're excited to have you on board and look forward to the incredible impact you will have.

Educationally yours,

Dominique Moore, Ed.D., pHCLE

Purpose

The purpose of this Employee Handbook is to provide employees with a clear understanding of the District's policies, procedures, expectations, and resources. It serves as a guide to help employees navigate their roles, understand their rights and responsibilities, and become familiar with the benefits and opportunities available to them. While not intended to cover every situation that may arise, the handbook establishes consistent standards, promotes fairness, and reinforces the District's mission, values, and commitment to a positive, professional, and respectful work environment.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to provide a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change.

For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or contact Dr. Dominique Moore, Assistant Superintendent of Human Resources at Dominique.Moore@rimsd41.org. District policies can be accessed online at: https://www.rimsd41.org/page/policies.

Section 1: Statement of Orientation

Equal Employment Opportunity (EEO) Statement

In its efforts to promote nondiscrimination and as required by law, RIMSD 41 does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made based on each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate based on sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: ***Dr. Dominique Moore, Assistant Superintendent for Human Resources, 2000 7th Avenue, Rock Island, 61201, dominique.moore@rismsd.org, (309) 793.5900.*** Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination based on a disability: ***Mrs. Alicia Sanders, Director of Student Services, 2000 7th Avenue, Rock Island, 61201, alicia.sanders@rismsd.org, (309) 793.5900.***

Employees with questions or concerns relating to discrimination for any of the reasons listed above should contact Dr. Dominique Moore, Assistant Superintendent of Human Resources.

A. Nondiscrimination Compliance

Rock Island - Milan School District #41 adheres to all applicable laws and regulations that prohibit discrimination, harassment, harassment of a sexual nature and retaliation within and by the District, including the following:

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Title VI of the Civil Rights Act, 42 U.S.C. § 2000d *et seq.*
5. Title VII of the Civil Rights Act, 42 U.S.C. § 2000e *et seq.*
6. The Age Discrimination in Employment Act of 1967
7. The State Officials and Employees Ethics Act
8. The Illinois Human Rights Act
9. Sections 10-22.5, 27-1, and 20.60 of the School Code and 23 Illinois Administrative Code Part 200
10. Victims' Economic Security and Safety Act, 820 ILCS 108/
11. Illinois Equal Pay Act of 2003, 820 ILCS 112/
12. Illinois Genetic Information Privacy Act (GINA), 410 ILCS 513/ and Title II of the Genetic Information Nondiscrimination Act (GINA), 42 U.S.C. § 2000ff *et seq.*
13. Employee Credit Privacy Act, 820 ILCS 70/

B. ADA Accommodations

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting Dr. Dominique Moore, Assistant Superintendent of HR and identifying an adjustment or change at work that is needed because of a disability. An employee may also submit a written request to HR.

Upon receiving the reasonable accommodation request, HR or the ADA coordinator will meet with the employee and conduct an informal, interactive discussion to identify an accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability and to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider. Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, HR or the ADA coordinator will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. HR or the ADA coordinator will work closely

with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

C. Discrimination, Harassment, and Retaliation

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

Definitions and procedures for reporting and investigating discrimination, harassment, and retaliation can be found in board policy 5:20.

D. Employment Classification

Certain positions within Rock Island–Milan School District #41 are represented by collective bargaining units - the Rock Island Education Association (RIEA) represents certified counselors, nurses, psychologists, social workers, and teachers; the Rock Island Educational Support Professionals Association (RIESPA), whose membership includes nurses, paraprofessionals, and security personnel; and the American Federation of State, County, and Municipal Employees (ASFCME) whose membership is represented by custodial, maintenance and secretarial staff. Employees covered by a collective bargaining agreements (CBAs) are subject to the terms and conditions outlined in the applicable collective bargaining agreement, which may include provisions related to wages, hours, and working conditions. Employees

not represented by a bargaining unit are considered “non-affiliated” and are subject to Board policies and administrative procedures.

In addition, all employees are classified according to federal and state wage and hour laws, as well as District policies. Employees may be designated as either *exempt* or *non-exempt* under the Fair Labor Standards Act (FLSA). Exempt employees are salaried and not eligible for overtime pay, while non-exempt employees are paid on an hourly basis and are entitled to overtime pay in accordance with applicable laws. Employees may also be identified as full-time, part-time, or temporary based on their regularly scheduled hours and duration of assignment.

These classifications are intended to clarify eligibility for wages, benefits, and overtime, but do not constitute a guarantee of continued employment for any specific period of time.

E. Union Employees

Employees within the union bargaining unit are covered by a written union contract, also known as a "collective bargaining agreement." Union-represented employees will be provided information regarding the union and the union contract at the time of hire or when they transfer into a bargaining unit position. The District is committed to honoring the collective bargaining agreement between the District and the union. For union-represented employees, that contract determines your pay rate and other terms and conditions of employment with the District. Many policies and benefits described in this Handbook apply to union and non-union employees. However, if there is any discrepancy between the information in this Handbook and matters in a collective bargaining agreement, the provisions of the collective bargaining agreement will control. In addition, this Handbook is not intended to and does not confer any benefits, compensation, or rights to union-represented employees that are greater or extend beyond those required by the collective bargaining agreement.

If you are a union-represented employee, we encourage you to consult with your supervisor if you have any questions about the collective bargaining agreement and its impact on your employment with RIMSD.

F. Independent Contractors

The general rule is that an individual is independent if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. If you are an independent contractor, then you are self-employed. Therefore, the

earnings of a person working as an independent contractor are subject to self-employment taxes.

G. Background Checks & Pre-Employment Requirements

Individuals must complete the required application form to be considered for employment. Applications must be completed online. The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School Board Policy on equal opportunity and minority recruitment. All applicants recommended for employment will be required to complete a physical examination, undergo a criminal background check, and a fingerprinting process. Employees of the Head Start program must also submit proof of an initial tuberculin test (or submit proof of one with the Previous 12 months) before reporting to work and every three years after that.

The District will comply with all applicable federal, state, and local laws relating to such background checks. As a condition of employment, each new employee must complete the Employment Eligibility Verification Form 1-9 and present valid and accurate documentation establishing identity and employment eligibility.

All employees must maintain the ability to prove their legal ability to work in the United States as a condition of continued employment. Violating this policy, either by a new employee or management, is unacceptable or may lead to discipline, up to and including termination.

No individual who appears on the Sex Offender Registry or who have been convicted of enumerated offenses as outlined in 105 ILCS 5/21B-80(c) shall be employed by the district. The School Board makes all final hiring decisions based only on the recommendation of the Superintendent or designee.

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine. The employee must have the physical examination performed within in 30 days of the first day of employment. Any employee may be required to have additional examinations consistent with business necessity. The Board of Education will pay the expenses of such additional examinations.

As a condition of employment, all employees must participate in a district orientation program customized to their employee group. Details concerning the dates of this orientation will be given to all employees at the time of hiring.

H. Illinois Child Labor Laws and Work Permit Requirements

In accordance with Illinois law, individuals under the age of 16 must meet specific requirements in order to be employed. These include:

1. Obtaining an employment certificate confirming that the minor is of legal age to work, is physically capable of performing the job, and that the work will not interfere with the minor's education.
2. Prohibition from working in hazardous occupations.
3. Restrictions on working hours: minors may not work before 7:00 a.m. or after 7:00 p.m., except between June 1 and Labor Day, when work is permitted until 9:00 p.m.

I. Job Descriptions

The Human Resources Department develops and maintains job descriptions for each job and/or category. Employees will be given a copy of their job description at orientation.

Section 2: Workplace Conduct & Expectations

A. Illinois Governmental Ethics Act Requirement

All District employees are expected to maintain high standards in their school relationships, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional relationships with students, parents, staff members, and others.

The Ethics Advisor shall be the Chief School Business Official unless designated otherwise by the Superintendent. The Ethics Advisor shall serve as a resource to employees and Board members regarding this policy.

B. Code of Professionalism

Each Rock Island-Milan School District #41 Employee shall:

1. Report to work acceptable for the job assignment and remain fit for duty.
2. Prepare for and perform all assigned duties required by one's job description(s).
3. Comply with justifiable directives issued by established lines of authority.
4. Identify, report, and/or control, if possible, unsafe conditions and/or safety hazards to maintain safe and secure working and/or learning environments.
5. Demonstrate respect, fairness, and integrity when interacting with students, parents, staff, administrators, community members, and stakeholders.
6. Comply with federal laws, state statutes, Board policies, and related administrative procedures prohibiting coercive, harassing, threatening, retaliating, or discriminating conduct. *Board Policies can be found on the rimsd41-website- go to district drop down to board of education and click on to board policies you can even get board meeting videos.*
7. Communicate in a truthful and timely manner.
8. Acquire, use, maintain, and dispose of District assets ethically and responsibly in accordance with federal laws, state statutes, Board policies, and related administrative procedures.
9. Maintain confidentiality of information as required under federal laws, state statutes, Board policies, and related administrative procedures.
10. Report actions that may represent violations of federal laws, state statutes, Board policies, and/or related administrative procedures.
11. Refrain from any activity that may reasonably interfere with the legitimate operational interests of the District or one's ability to perform duties as assigned effectively.
12. Comply with all other federal laws, state statutes, county and city regulations, Board policies, and related administrative procedures.

C. Employee Discipline

Our district utilizes a positive progressive discipline model known as Employee Discipline in and Education Environment (EDEE), to manage staff conduct and/or productivity concerns. In cases where an employee violates the Code of Professionalism, the District supports using positive, progressive discipline to address these violations.

D. Employee Appearance and Dress

All employees are expected to report to work in clean, professional attire that is appropriate for their job responsibilities and supports a safe learning environment. While on duty, employees shall:

1. Be clean, neat, and well-groomed.
2. Dress in a manner consistent with their professional responsibilities.
3. Present a professional appearance that serves as a positive role model for children, students, families, and the community.
4. Ensure that hairstyles, clothing, and accessories do not interfere with the educational environment or create a safety hazard.
5. Wear their District-issued identification badge so it is visible at all times while on District property or conducting District business.
6. Wear jewelry that is modest and does not create a safety risk or interfere with the supervision and care of children.
7. Wear closed-toe, non-slip, or other safe footwear appropriate for their work environment and job duties, particularly when working directly with children or in classrooms, kitchens, playgrounds, or other activity areas.

Employees may be required to wear clothing or protective equipment appropriate for specific job assignments or activities as determined by their supervisor. Employees who fail to comply with these appearance and dress guidelines may be required to leave work until they are appropriately attired or groomed. Time away from work for this purpose may be unpaid, unless otherwise required by law or an applicable collective bargaining agreement. Repeated violations may result in disciplinary action, up to and including termination of employment.

E. Conflict of Interest

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

1. A personal financial interest
2. A business interest
3. Any other obligation or relationship
4. Non-school employment

Employees should contact Human Resources for additional information.

F. Use of District Property/Technology

Information Technology and Electronic Communications

The District provides various IT resources to employees to assist them in performing their job duties. These include but are not limited to the District's computers, computer network, email system, Internet service, software, storage media and devices, telephones, voice mail, printers, copiers, scanners, and fax machines. In addition, many employees have their own personal IT resources available at work, such as cellular phones, tablet computers, and similar devices, some of which may be used to access District IT resources.

The same policies and principles that apply to employee conduct also apply to using District-provided and personal IT resources. Additionally, employees must also comply with the following policies and guidelines.

Personal Use

During working hours, employees are expected to be at work performing their assigned job duties. Therefore, employees may refrain from using work time for personal pursuits, including private telephone calls, email correspondence, surfing the Internet, or participating in social media, whether using the District's IT resources or their own.

The District's IT resources are provided for business use only. Personal use of these resources is discouraged and may result in discipline or termination if such use violates any District policy or the law, distracts other employees from their job duties, or interferes with the security or stability of the District's IT resources.

Privacy

By using the District's IT resources, you acknowledge and agree that the District may monitor all use of its IT resources and has the right to access, record, store, transfer, review, disseminate, dispose of, and use any data or communications sent, received, accessed, viewed, or stored using any of its IT resources, to the fullest extent allowed by applicable law, with or without further notice to you. No user should view, copy, alter, or destroy another's personal electronic files without permission.

Employees should assume that any business-related or personal communication they create, send, receive, or store on the District's information technology resources may be read or heard by someone other than the intended recipient. In particular, highly confidential or sensitive information should not be sent through email or the Internet.

The District has the right to monitor any usage of its computer systems, including (but not limited to) sites visited by users on the Internet, chat groups, and newsgroups. In addition, all employees must be aware that the District may use automated software to monitor documents created, stored, sent, or received.

Some of the District's information technology resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any privacy right upon any District employee. Thus, even though employees may maintain passwords for accessing information technology resources, employees must not expect any information maintained on the information technology resources, including electronic mail and voicemail messages, to be private. Employees are expected to maintain their passwords as confidential

Acceptable Use

Please refer to the Acceptable Use Policy—Appendix C

G. Drug-Free Workplace

RIMSD 41 is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs during working hours may be dismissed according to 105 ILSC 127/.

State law prohibits smoking, using tobacco, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity.

Exceptions may be made for smoking cessation products with medical documentation on file.

H. Nepotism

The Board of Education is committed to equal opportunity employment, to employment policies that promote quality in employment, that support good morale, and that discourage practices which interfere with these qualities or which present a conflict of interest, bias, or interfere with the legitimate supervisor-supervisee relations. Board of Education policy 5:32 explicitly outlines conditions which fit the definition of nepotism.

I. Discrimination, Harassment, and Retaliation

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the building principal, supervisor, or appropriate district official. If the building principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

Board of Education policy 5:20 defines harassment and outlines the procedures for reporting a claim.

J. Illinois Gift Ban Act

Illinois law (5 ILCS 430/10-10) prohibits members of the Board of Education, officers, and salaried employees of the District, as well as their spouses and certain immediate family members, from soliciting or accepting certain gifts.

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

K. Mandated Reporting of Child Abuse or Neglect

Under Illinois law, any District employee who has reasonable cause to believe that a student may be an abused or neglected child is a mandated reporter and must report the suspected abuse or neglect to the Illinois Department of Children and Family Services (DCFS) or ensure that such a report is made.

In addition to filing a report with DCFS, employees should promptly notify their immediate supervisor or contact the PPS (Pupil Personnel Services) Department if they suspect abuse or neglect. Failure to report suspected abuse or neglect may result in legal consequences as well as disciplinary action.

L. Outside Employment

No District employee shall be directly or indirectly interested in any contract, work, or business of the District or in the sale of any article by or to the District, except when the employee is the author or developer of instructional materials listed with the State Board of Education and adopted for use by the Board. An employee interested in instructional materials must file an annual statement with the Board Secretary.

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

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

M. Bringing Children to Work

To maintain a professional working environment, the District prohibits employees from bringing their children to work at any time during the work day if the purpose of bringing a child to work is to provide child care or supervision because other arrangements have failed.

If a child is brought to work, it must be done with the knowledge and permission of the employee's immediate supervisor and the Department of Human Resources administrators.

N. Prohibited Political Activities

1. Illinois law (5 ILCS 430/5-15) addresses prohibited political activities and sets forth certain prohibitions pertaining to public sector employees.
2. No employee may intentionally perform any of the following prohibited political activities during any compensated time:
3. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political events.
4. Soliciting contributions, including but not limited to purchasing, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political events.
5. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
6. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
7. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
8. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
9. Soliciting votes on behalf of a candidate for elective office, a political organization, for or against any referendum question, or helping get voters to the polls.
10. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
11. Contributing to any candidate for elective office in that capacity or connection with a campaign for elective office.

12. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
13. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material for any candidate for elective office or for or against any referendum question.
14. Campaigning for any elective office or for or against any referendum question.
15. Managing or working on a campaign for elective office or for or against any referendum question.
16. Serving as a delegate, alternate, or proxy to a political party convention.
17. Participating in any recount or challenge to the outcome of any election.

O. Personnel Records

If changes occur in your name, marital status, address, number of dependents for tax purposes, phone number or your designated emergency contact, or other personal information, please notify Human Resources of these changes so that your employment records may be kept up-to-date. Beneficiary changes for insurance and other employee benefits must also be reported to become effective.
Federal and state laws and regulations govern the access and use of personnel files. All personnel files maintained by Human Resources are private and confidential. Except as specifically provided in this policy, no person (other than the employee accessing his or her own file) shall have access to employee personnel files. An employee who would like the District to release additional information about their employment must submit a written request in writing to the Superintendent or designee.

P. Communicable and Chronic Infectious Diseases

Employees with a communicable or chronic infectious disease will be permitted to retain their positions whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee can continue to perform the position's essential job functions. Employees who cannot retain their positions shall remain subject to the Board's employment policies, including sick leave, physical examinations, temporary and permanent disability, and termination. Determining whether an employee with a communicable or chronic infectious disease may retain his or her position will be made in accordance with established procedures.

Q. Fundraising Guidelines

All fundraising activities on behalf of the District must be approved in advance by the building principal or appropriate administrator. Fundraisers should:

- Align with District policies, safety standards, and educational goals.

- Use funds only for the stated purpose and maintain accurate records of collections and expenditures.
- Comply with all laws and regulations, and avoid prohibited items (e.g., tobacco, alcohol).
- Be voluntary for student participants and not interfere with instructional time.
- Represent the District positively, including any community or business solicitations.
- Ensure student safety and appropriate supervision at all times.

A final report summarizing the fundraiser and accounting for funds raised must be submitted to the supervising administrator.

R. Personal Cell Phones and Electronics

If you wish to do so, you may carry a personal cellular phone, smartphone, or similar device at work. However, your device must be kept in silent/vibrate mode to ensure that it does not disrupt the workplace.

Occasional personal calls, text messages, etc., are permitted if they do not disrupt your work or the work of your fellow employees. However, you should reserve personal calls and text messages whenever possible for your break or meal periods. In addition, you must ensure that any conversations do not disrupt other employees.

Employees may not use cell phones or personal electronic devices in the warehouse, as the distraction caused by such devices presents a safety hazard.
The District will not be responsible for the loss of or damage to any personal cell phones or electronic devices.

S. Employee Evaluations

All employees of the District will receive a formal performance evaluation at least once per year. The purpose of the evaluation is to:

1. Assess job performance and effectiveness in fulfilling assigned responsibilities.
2. Provide constructive feedback and guidance for professional growth.
3. Identify strengths, areas for improvement, and potential development opportunities.
4. Ensure alignment with District goals, policies, and expectations.

Evaluations will be conducted by the employee's immediate supervisor or other designated administrator. Employees are encouraged to participate in the evaluation process through self-assessment and discussion with their evaluator.

Results of the evaluation will be documented and placed in the employee's personnel file. Performance evaluations may be considered in decisions related to professional development, merit increases, and other employment actions.

T. Employee Recognition

Shout-Outs are submitted by people who want to pat their fellow peers on the back for the extraordinary things they are doing to make a difference in our students' lives whether it is in or out of the classroom.

Our website has a form for shutouts under the staff tab on the main page.

Section 3: Attendance, Leaves & Absences

The district offers employees paid and unpaid leaves of absences. Paid leave must be used in full or half day increments. This handbook summarizes the most common types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call Human Resources to request proper documentation and approval.

A. Attendance

An employee absent for reasons other than those permitted or excused by the District, holiday, vacation, or leave policies or who repeatedly fails to provide notice as required will be subject to appropriate disciplinary action up to and including discharge. Any employee who fails to report to work for ten consecutive days without notice to his/her supervisor will be assumed to have resigned and abandoned the job. In such a case, the employee will be terminated.

B. Holidays

Holidays recognized by the District will be observed in accordance with applicable provisions of the Illinois School Code, Board policy, and any applicable employment agreements.

Unless the District receives a waiver or statutory authorization permitting school to be in session on a recognized holiday, eligible employees will not be required to work and will receive holiday pay in accordance with District policy and applicable requirements.

When a designated holiday falls on a Saturday, it shall be observed on the preceding Friday. When a designated holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a student attendance day, the day shall be designated as “floating” and added to the employee vacation bank. Twelve month administrators and non-affiliated personnel shall observe the following holidays:

- Independence Day – July 4, 2026
- Labor Day – September 7, 2026
- Columbus Day – October 12, 2026
- Veteran’s Day - November 11, 2026
- Thanksgiving - November 26, 2025

- Day after Thanksgiving - November 27, 2026
- Christmas Eve - December 24, 2026
- Christmas Day - December 25, 2026
- New Year's Eve - December 31, 2026
- New Year's Day - January 1, 2027
- MLK Holiday - January 18, 2027
- President's Day – February 15, 2027 (floating)
- Good Friday – March 26, 2027
- Monday After Easter – March 29, 2027 (floating)
- Memorial Day - May 31, 2027
- Juneteenth - June 19, 2027

The list of paid holidays is subject to change annually based on the needs of the District.

Employees covered by a Collective Bargaining Agreement should consult their contract for holiday provisions. For example, the District may require certain educational support personnel to work on a holiday during emergencies or when necessary to maintain facility operations.

Non-affiliated employees that work less than 260 days per year are only paid for the days worked. They do not receive vacation or holiday pay. However, they receive two (2) Personal and fifteen (15) sick days yearly.

C. Absence notification

This Absence Notification Policy applies to all forms of time off for any reason, including but not limited to paid vacation, paid sick leave, Family and Medical Leave Act ("FMLA"), and other unpaid leave.

D. Timing of Notification

Generally, employees are expected to provide as much notice of your absence as practicable. If you are unable to notify the District of your need for time off and submit a Leave Request Form before the day on which your time off begins, you must call, text, or email your supervisor to report your expected absence no later than 1 hour before you are scheduled to begin work. If you cannot call, text, or email by 1 hour before you are scheduled to begin work, you must contact your supervisor as soon as practicable. If you

cannot call personally, a spokesperson (such as your spouse, an adult family member, or another responsible party) may do so on your behalf.

E. Leaving During the Work Day

If you must leave work before the end of your scheduled work day, you must inform your supervisor and submit a completed Leave Request Form to your supervisor, if possible, before you leave.

F. Scheduled Absences

When requesting time off, you are expected to work with your supervisor to arrange a schedule that accommodates your needs while minimizing disruption to the District's operations. Unless your leave has been scheduled and approved in advance, you must follow the established notification procedures for each day you are absent, unless prevented by extenuating circumstances. If you are on leave for more than five consecutive workdays, you are required to check in with Human Resources periodically to provide updates on your status and to confirm your intent to return on the scheduled date, unless you have been advised otherwise

G. Consequences for Failure to Report Absences

Failure to comply with this policy or to provide documentation or information requested by the District in support of an absence may result in delay or denial of requested time off, loss of pay, and/or discipline up to and including termination of employment.

H. Paid Vacation

The District encourages eligible employees to take vacation time away from work.
Non-union employees that work twelve-month (260-days) shall be **eligible** for paid vacation days earned during each fiscal year as follows:

1. From the date of hire, employees that work twelve-month (260 days) shall receive twenty-five (25) days of vacation per year.
2. Twelve-month employees may carry over ten (10) days from the previous year. Vacation balances over ten days will permanently expire if not used by July 31.
3. Twelve-month employees will receive an additional vacation day when one of the listed holidays falls on a student attendance day.
4. Whenever possible, you must schedule your absences, including any vacation, as far in advance as possible under the circumstances. The District reserves the right to deny requests to use vacation time for absences not scheduled in advance.

5. If an employee leaves the District's employment for any reason, the District will pay the employee for any unused vacation that the employee has accrued as of the employee's separation date.
6. Regular part-time employees are not eligible for vacation days.

I. Personal Days

All members of a collective bargaining unit shall refer to the appropriate agreement regarding personal days. The District provides all non-affiliated, full-time employees with two (2) personal days per year. These days are in addition to vacation and sick leave. Employees may use a personal day for anything they deem personal. Personal days are subject to supervisor approval. Following are further details:

1. All eligible employees are granted two (2) personal days upon hire and accrue two personal days on July 1 of each year. However, if hired after July 1 of the current fiscal year, days are prorated to the amount of time remaining in the fiscal year contract.
2. Personal days that are not used continue to accumulate. You can only hold up to five (5) personal days in a year. When you accrue two (2) the following year, they will roll over into your sick leave account. Once your employment ends, your sick leave balance is counted as additional service credit.

J. Sick Days

Non-affiliated full-time and part-time employees who work at least 600 hours per year are eligible for a minimum of 10 paid sick leave days and up to a maximum of 15 days per year, unless otherwise specified in this policy. Part-time employees accrue sick leave based on the length of their regular workday. Unused sick leave may accumulate to a maximum of 230 days, including days granted for the current year.

For purposes of this policy, sick leave may be used for the employee’s personal illness, quarantine at home, or for a serious illness or death in the employee’s immediate family or household, as defined in 105 ILCS 5/24.

Employees working 3.5 hours or more per day are considered to work more than 600 hours annually and, therefore, must be enrolled in the Illinois Municipal Retirement Fund (IMRF) for retirement purposes. These employees are also entitled to a minimum of 10 sick leave days per year.

Non-affiliated twelve-month employees are granted up to 15 days of paid sick leave each school year. Non-affiliated ten-month employees are granted 13 days of paid sick leave each school year.

K. Sick Leave Bank

If an employee experiences a catastrophic illness, as certified by a physician, and has exhausted all available paid leave, a non-affiliated full-time employee may donate sick leave days to the ill employee, subject to approval. To qualify, the following conditions must be met:

1. The ill employee must work at least seven (7) hours per day.
2. The ill employee must have completed at least ten (10) consecutive years of service with the District.
3. Sick leave donations may be made to no more than two (2) non-union employees per fiscal year, with a maximum of forty (40) donated days per employee.
4. An employee may not use more than forty (40) donated sick leave days over the course of their employment with the District.

All requests under this policy require final approval from Human Resources.

L. Family and Medical Leave Act (FMLA)

The District is committed to compliance with the Family and Medical Leave Act of 1993 ("FMLA"). A description of your rights and responsibilities under the FMLA is included in Appendix A at the end of this Handbook.

The following describes the District's specific policies and procedures relating to FMLA leave. This policy does not intend to confer any contractual or other legal rights beyond those provided by the FMLA and does not alter any employee's "at-will" status.

Eligibility

FMLA leave is available only to certain eligible employees. To be an "eligible employee" under the FMLA, you must:

A. Have been employed by the District for a total of at least 12 months; and

B. Have worked at least 1,250 hours for the District during the twelve months before the date on which your leave is to begin; and

C. Work at a location where the District employs at least 50 employees within 75 miles.

If you are an eligible employee, you may take leave under the FMLA for the following reasons:

A. For a serious health condition that makes you unable to perform the essential functions of your job;
B. For the birth of your child and to care for your newborn child;
C. For the placement with you of a child for adoption or foster care;
D. To care for your spouse, child (who is under 18 years of age or incapable of self-care due to a physical or mental disability), or parent (not a parent-in-law) who has a serious health condition;
E. To address "qualifying exigencies" that arise because your spouse, son, daughter, or parent is a member of the Armed Forces who is on or has been notified of an impending covered active duty deployment to a foreign country;
F. To care for a spouse, son, daughter, parent, or next of kin who is a "covered service member" while the covered service member is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Amount of Leave

FMLA leave may last for a total of up to 12 weeks during a calendar year. Leave taken for the health condition of a spouse, child, parent, or employee may be taken intermittently or on a reduced schedule if medically necessary. This means, where appropriate, taking leave in blocks of time or reducing the regular weekly or daily work schedule, so long as FMLA leave is at most 12 weeks during the fiscal year. Leaving for a child's birth, adoption, or placement may be taken intermittently only by prior arrangement with the District.

An employee and spouse both working for the District who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

Requesting FMLA Leave

If you need time off for a reason that may qualify under the Family and Medical Leave Act (FMLA), you must follow the District’s absence notification procedures. Failure to comply with reporting requirements or to provide requested documentation may result in delays, denial of leave, or disciplinary action up to and including termination of employment.

It is your responsibility to provide the District with the information necessary to determine whether your leave is FMLA-eligible. The FMLA also requires employees to respond to reasonable requests for additional information regarding their leave. Failure to respond may result in a delay or denial of leave.

To request leave under the Family and Medical Leave Act (FMLA), employees must provide sufficient information for the District to determine whether the FMLA applies. At a minimum, employees must provide:

- The specific reason for the absence, with enough detail for the District to assess FMLA eligibility.
- The anticipated start and return dates of the leave, including specific times and dates of absence if known.
- A telephone number where the employee can be reached for additional information.

Calling in “sick” without further explanation is not acceptable.

Leave Request Form

Employees must complete a Leave Request Form as soon as practicable and submit it to their supervisor, who will forward it to the Office of Human Resources.

Notice Requirements

- **Foreseeable Leave**: When leave is foreseeable, employees must provide at least 30 calendar days’ advance notice. In cases of planned medical treatment, employees should consult with their supervisor to schedule leave in a way that minimizes disruption to District operations.
- **Unforeseeable Leave**: When leave is not foreseeable (such as a medical emergency), employees must provide notice as soon as practicable—ordinarily within two business days of learning of the need for leave.

Medical Certification

For leave related to the employee’s serious health condition, or that of a spouse, child, or parent, the employee must submit a completed medical certification form from a health care provider. This form will be provided by Human Resources. The District may require a second or third opinion, at its expense. Employees will not be permitted to begin or continue FMLA leave without valid medical certification.

Intermittent Leave or Reduced Schedule

When foreseeable intermittent leave is needed for planned medical treatment or recovery from a serious health condition, the District may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) that better accommodates recurring absences.

Unpaid Leave and Substitution of Paid Leave

Except as provided in this paragraph, all FMLA leave is without pay. However, an employee may use accrued vacation and personal days for any covered FMLA leave may utilize accrued sick days due to the employee's serious health condition or for the illness of a spouse, child, or parent.

The District may require an employee to utilize accrued vacation, personal, or sick days during a covered leave. Human Resources will notify the employee if the District requires the use of accrued time during a covered leave.

The District will maintain group health insurance coverage for 60 days during a covered FMLA leave on the same terms as if the employee had continued to work.

Reporting Requirements During Leave

While on FMLA leave for more than one work week at a time, you may be required to contact Human Resources periodically to report your status and confirm your intention to return to work on the scheduled date.

Reinstatement after Leave

Employees who return from covered FMLA leave will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Before returning to work from an FMLA leave for your serious health condition, you may be required to submit a certification from your healthcare provider to resume work. If requested, this certification must confirm that you can perform the essential functions of your position (with or without reasonable accommodations) as outlined in the job description the District provided.

Coordination with other Statutes

Leave entitlement under state law, and the FMLA run concurrently, where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

M. Military Leave

Leaves for service, National Guard, and General Assembly, as well as any re-employment rights, shall be granted by state and federal law. A professional staff member hired to replace one in military service or the General Assembly does not acquire tenure.

If you need time off in connection with your military service, please get in touch with Human Resources as soon as possible to make appropriate arrangements. You may be asked to provide copies of your orders or other appropriate documentation.

Illinois Family Military Leave

Under the Illinois Family Military Leave Act, eligible Illinois employees who are the spouses or parents of a person called to state or federal military service lasting longer than thirty days are eligible for leave up to 30 days. To be eligible for leave under this Act, you must have worked for the District for at least twelve months and at least 1,250 hours in the twelve months immediately preceding the requested leave. Furthermore, you must exhaust all available paid leave before you are eligible for family military leave under the Act.

Military Caregiver Leave

Eligible employees may take up to 26 weeks of job-protected leave in a single 12-month period to care for a covered service member with a severe illness or injury. Critical provisions of leave to care for a seriously ill or injured service member include:

1. Eligible employees are entitled to leave to care for a current member (or one who is on the temporary disability retired) of the Armed Forces, including a member of the National Guard or Reserves who has a serious illness or injury incurred in the line of active duty requiring treatment, recovery, or therapy.
2. Employees may not take leave for former service members and members on the permanent disability retirement list.
3. To care for a covered service member, the eligible employee must be the spouse, son, daughter, parent (excluding in-laws), or next of kin. "Next of kin" is the nearest blood relative other than the service member's spouse, parent, son, or daughter,

in the following order of priority: blood relatives who have been granted legal custody by court decree or statute; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless the service member has designated another blood relative as their nearest blood relative, in writing, for purposes of military caregiver leave under the FMLA. When no designation is made, and multiple family members have the same level of relationship with the service member, all such family members are considered next of kin and may take FMLA leave to provide care.

4. The "single 12-month period" begins the first day an employee takes leave to care for a covered service member and ends 12 months after that date, regardless of the employer's method for determining 12 work weeks of leave for FMLA-qualifying reasons. The remaining time is forfeited if an employee does not take all 26 weeks of leave to care for a covered service member during the 12 months.
5. An employee is entitled to a combined total of 26 work weeks of leave for any FMLA- qualifying reason(s) during the single 12-month period, including time taken to care for a service member.
6. The employer is responsible for designating the leave as FMLA-qualifying, paid or unpaid, and giving the employee notice of the designation.
    a. Leave that qualifies as both service member care leave and leave to care for a family member's serious health condition cannot be designated to count as both types of leave simultaneously.
    b. A husband and wife eligible for FMLA and work for the same employer may be limited to a combined total of 26 weeks of leave.

N. Jury Duty

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

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

An employee should give the District five (5) days prior notice of pending court duty. In addition, the employee must inform their supervisor about the time required for jury duty or court appearances.

O. Leave to Vote

If your scheduled work hours begin fewer than two hours after polls open and end fewer than two hours before polls close, you may take up to two hours of leave with pay between

the opening and closing time of the polls to vote. You must notify your supervisor at least one day before the election to take leave to vote. The District will specify the time for your voting leave.

P. Illinois Victim's Economic Security and Safety Act

The Illinois Victims' Economic Security and Safety Act (VESSA) provides that Illinois employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic or sexual violence are entitled to specific reasonable accommodations and may take up to 12 weeks of leave from work on an unpaid basis during any 12 months to address these issues. Please contact Human Resources for further information about leave or accommodations available under VESSA.

VESSA leave is generally unpaid. However, employees may elect to use accrued and unused paid leave benefits concurrently with VESSA leave to receive pay for the leave period, subject to the terms and conditions under the applicable paid leave policies. In addition, employees may elect to continue their health and life insurance coverage during VESSA leave.

The District will comply with VESSA's requirements regarding the confidentiality of information relating to an employee's request for leave or accommodation under this policy.

Q. Family Bereavement Leave Act (FBLA)

The FBLA has been expanded to include ten (10) days of bereavement leave. For the purposes of this policy, the ten days shall include five (5) days of fully paid leave and five days of allowable sick leave. This policy has also been expanded to include a domestic partner as an immediate family member.

When a death occurs in an immediate family member, the eligible employee(s) shall be granted leave up to five (5) school days for each occurrence with full pay and five (5) full days of allowable sick leave. These days are in addition to and separate from accumulated sick leave.

R. Critical Illness

For purposes of this policy, critical illness is defined as an illness pertaining to or, like a crisis, in danger of death when major complications occur when the prognosis is poor. Critical illness leave may be used only once for the same occurrence in any school year for any one member of the immediate family.

Eligible Employees

Please refer to your collective bargaining agreement.
Immediate family or household members are described as the following:

Spouse Domestic Partner Child Parent Grandparent Grandchild	Brother Sister Parent-in-Law Son-in-Law Sister-in-Law Brother-in- Law	Daughter-in- Law Son-in- Law Legal Guardian Step-Parent Step-Child

Outside the immediate family:

The employee may take up to three (3) school days from allowable sick leave for the death of a relative outside the immediate family:
Aunt, Uncle, nephew, niece

An eligible employee for this benefit, unless superseded by the CBA, are:

1. Those that work full-time six (6) hours per day and thirty (30) hours per week.
2. Certain 20-hour AFSCME workers that have been grandfathered shall receive this benefit.
3. All IMRF employees working 600 hours or more in a twelve (12) month period are eligible for this benefit.

Section 4: Compensation & Work Hours

A. Pay and Wage Information

Compensation is set individually and may be modified based on job duties, performance, attendance, market standards, and District needs. Employees may be paid hourly or on salary, with initial rates communicated upon hire and later changes provided in advance. Collective bargaining members should refer to the appropriate agreement for wage information. Effective January 1, 2025, the minimum wage in Illinois is $15 per hour.

B. Overtime

Non-exempt employees are eligible for overtime pay at one and one-half times their regular hourly rate for all hours worked over 40 in a week, provided overtime has been pre-approved by a supervisor. Exempt employees are not entitled to additional compensation for overtime. Failure to report or work assigned overtime may result in discipline, including termination.

C. Compensatory Time Off

For certain employees covered by FLSA overtime rules who are not represented by a bargaining unit, compensatory time off may be granted instead of cash payment. Non-exempt employees may accrue up to 60 hours of compensatory time (120 hours for employees in public safety, emergency, or seasonal roles). Any hours beyond the limit will be paid in cash at the appropriate overtime rate. Upon termination, unused compensatory time is paid out at the higher of the employee's average pay rate over the past three years or their final regular rate.

D. Work Week and Pay Day

The District's official work week runs Monday through Friday, 7:30am – 4:30pm. Payroll is issued twice monthly, on the 15th and last day of each month, through direct deposit.

E. Recording Time and Reporting Errors

Employees are responsible for accurately recording their work time daily and must submit complete timesheets (if applicable) as instructed by their supervisor. Employees should review each pay stub for accuracy and promptly report errors such as missing hours, incorrect deductions, or unauthorized "off-the-clock" work. The District prohibits retaliation against employees who make good faith reports of payroll concerns or participate in related investigations.

Section 5: Benefits & Reimbursements

A. Health Benefits

All full-time employees shall be eligible for the single employee's coverage in the group medical insurance plan authorized by the Board of Education. Benefits begin on the date of hire. Employees signing up for benefits will have 30 days from the date of hire to complete and turn in the required documents. Once insurance documents have been received and accepted, Insurance premiums will be withheld from the next payroll period.

The District provides health insurance to eligible employees with access to medical, dental, vision, and prescription benefits for their dependents. Subject to certain exceptions, employees who work at least 30 hours a week in a permanent position are eligible to participate in the health insurance plans. There is no in-lieu-of-benefit for those who choose not to take the medical health benefit. To confirm eligibility, please contact Human Resources.

When an employee's employment with the District is terminated due to retirement, the employee shall continue to be covered by the District's insurance through the first day of the month, which occurs thirty days after the effective termination date. Coverage will be to the last day of the full month regardless of the ending work date for all other terminations except those for a cause. Insurance will terminate immediately for loss of employment due to cause. Specific employment contracts will supersede any insurance termination listed above.

B. Retirement Benefits

Illinois Municipal Retirement Fund (IMRF) benefits are provided to all support staff working 600 or more hours in 12 months. Your benefits include retirement benefits, disability benefits, and death benefits.

As a member of IMRF making contributions toward a Regular Plan pension, you contribute 4.5% of your salary: 3.75% for your pension and 0.75% for a surviving spouse pension.
These contributions are tax-deferred. You have the option of making additional voluntary contributions to IMRF. If you choose, you can contribute 10% of your gross wages.

Upon completion of enrollment documents, all eligible new hires receive an IMRF booklet detailing their benefits under the IMRF Regular Plan.

Employees should contact the District's payroll department for questions about their retirement plan.

C. Tax Shelter Annuities – 403 (b)

Employees that are interested in contributing to the 403(b) plan can contact the District's representative:

Jim Gillen, CRC® AIF® Investment Advisor Representative
Certified Retirement Counselor; Accredited Investment Fiduciary Cambridge Investment Research, Inc.
303 E. Main Street
St. Charles, IL 60174 (847) 778-1522
jgillen@retirementplanteam.com

D. Employee Assistance Program

The District offers an Employee Assistance Program that can provide you with assistance and referrals for various issues, such as child care, elder care, housing, drug and alcohol problems, and others. You can contact the EAP directly at:

Precedence EAP
4622 Progress Drive, Suite A Davenport, IA 52807
(800) 383-7900 or (309) 779-2273

Representative
Joe Lilly – joseph.lilly@unitypoint.org (309) 779-2962
Stephanie.burrough@unitypoint.org (563) 742-2455

Service Location:
Joe Lilly
Director, Outpatient Behavioral Health Unity Point Health – Robert Young Center
4600 3rd Street
Moline, IL 61265
(309) 779-2962 office (309) 779-2167 fax
(563) 357-7949 mobile

E. Expense Reimbursement

The District reimburses employees for pre-approved job-related expenses such as travel and materials. Purchases must be authorized in advance, original receipts are required, and sales tax is not reimbursable due to the District's tax-exempt status. Travel reimbursement requests must include a signed expense form with attached receipts. Processing may take up to 45 working days.

F. Return to Work After Retirement IMRF

To be eligible to start an IMRF pension at retirement, a retiree cannot work for any IMRF employer for at least 60 days. However, after 60 days from the pension start date, a retiree may return to work for an IMRF employer, as long as there was no pre-arranged agreement (even an informal one) made before retirement that the member will return to work. Retirees who violate this policy must pay back all pension payments that they have received because they did not truly separate from service. Contact IMRF (630) 368-5365 for additional questions about the separation of service rules or pension eligibility.

Rock Island-Milan School District #41 policy prevents the return to work of IMRF Retirees for six (6) months or more due to the insurance eligibility look-back period.

TRS

Post-retirement limitations are 120 days or 600 hours per year, specified in the Illinois Pension Code. Annuitants who have established termination of service may return to post-retirement teaching in a different school year than they last contributed to TRS. Paid sick, personal, and vacation days are subject to post-retirement employment limitations. Only work requiring teacher or administrator licensure (including summer school and substitute teaching) is subject to the above limitation.

G. Workers' Compensation

The District provides employees a comprehensive Workers' Compensation insurance program at no cost. This program covers most injuries or illnesses sustained during employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits immediately after a short waiting period or if the employee is hospitalized.

Employees who sustain work-related injuries or illnesses should inform their manager immediately.

Failure to notify the District of a work-related injury as soon as possible may result in disciplinary action up to and including termination.

Neither the District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the District.

If an employee feels the need to elevate themselves above the ground/floor for hanging material, student work, bulletin boards, decorations, etc.....they must request a step ladder from their building custodian and only use the District-approved apparatus to work above ground/floor level.

Section 6: Breaks and Accommodations

A. Meal and Rest Breaks

Non-exempt employees working at least 7.5 continuous hours are entitled to a 30-minute (or two 15-minute) duty-free break within the first five hours of work.

B. Pregnancy and Childbirth

The District provides accommodations and time off for prenatal care, childbirth, and recovery, consistent with the Family and Medical Leave Act and Illinois law. Accommodations will be made unless they cause undue hardship. Additional information on pregnancy rights under Illinois law is included in Appendix A.

C. Nursing Mothers

The District supports mothers who choose to breastfeed and provides reasonable break time and a private space to express breast milk during the workday, in compliance with federal and state law.

D. Religious Accommodations

Employees may request reasonable accommodations to avoid conflicts between work duties and religious beliefs. Requests should be made in advance whenever possible. Employees may be required to use available leave for such absences.

E. Emergency Closing/Snow Days

District management decides when to close due to severe weather or emergencies. Missed school days will be made up using the five state-mandated emergency days in the calendar. Twelve-month employees are still expected to report to work unless they use a personal or vacation day and must record absences in the Absence Management (AESOP) system.

Section 7: Separation of Employment

A. Resignation and Eligibility for Rehire

All employees, with the exception of teachers, are expected to provide at least two weeks' written notice and participate in an exit interview, returning all RIMSD property at that time. Employees who resign without proper notice or who left due to misconduct or poor performance will not be considered for rehire. Teachers must follow rules under 105ILCS 5/24-14 of the Illinois School Code when resigning from their positions, return all RIMSD property, and participate in an exit interview.

B. Non-Renewal

Employees may be subject to non-renewal of their positions for the following school year due to budget constraints, performance concerns, position eliminations, or other reasons. Employees funded entirely by Title funds, hired mid-year, or in part-time positions are also subject to non-renewal. For benefit-eligible employees, benefits expire at the end of the month of the last working day.

C. Termination without Cause - Illinois

Illinois is an "employment at-will" state, meaning that unless you have an employment contract, collective bargaining agreement, or another legal protection, the District may terminate the employment relationship at any time, without any reason or cause.

When terminating an employee in Illinois, the District must ensure that the decision does not discriminate based on race, color, religion, sex, national origin, ancestry, citizenship status, age, marital status, age, physical or mental handicap, military service or unfavorable military discharge. Anti-discrimination laws in Illinois serve as a layer of protection, ensuring that even if an employer cites a reason for termination, it cannot be a pretext for discrimination. The same goes for retaliation or violation of public policy.

A non-affiliated employee whose employment with the District ends shall continue to be covered by the District's insurance through the last day of the month of employment.

Section 8: Head Start Program

Rock Island-Milan School District #41 serves as the grantee for the federally funded Head Start program. The Board of Education is legally responsible for ensuring the program operates in compliance with the Head Start Act, the Head Start Program Performance Standards, and all applicable federal, state, and local laws.

The Superintendent and designated District administrators oversee the daily operation of the Head Start program on behalf of the Board of Education. Program administration is carried out in partnership with the Head Start Policy Council, which shares governance responsibilities with the Board in accordance with federal Head Start regulations.

Head Start employees are employees of Rock Island-Milan School District #41 and are subject to the District's policies, procedures, employment practices, and applicable collective bargaining agreements. Where federal Head Start requirements impose additional or more stringent standards than District policy, the federal requirements will govern the administration of the Head Start program.

A. Program Overview

Head Start is a federally funded comprehensive early childhood program serving children ages three through five and their families. The program is designed to promote school readiness by supporting children's cognitive, social, emotional, physical, and language development while strengthening family well-being and engagement.

Head Start recognizes that children learn and develop within the context of their families and cultures. Parents and caregivers are valued as their children's first and most important teachers, nurturers, and advocates. Through meaningful partnerships, Head Start empowers families to identify their strengths, set goals, and access resources that support long-term success.

The program provides individualized, high-quality services that address the whole child and family. Services include:

- Early childhood education
- Health, dental, vision, and mental health services
- Nutrition services

- Family engagement and support
- Services for children with disabilities
- Referrals to community resources and support services

All services are delivered in a manner that is responsive to each child's and family's developmental, cultural, linguistic, and individual needs.

Head Start is committed to providing comprehensive, high-quality services through continuous improvement, professional development, and collaboration with families and community partners. By fostering strong relationships and connecting families with valuable resources, the program supports children's school readiness and promotes positive outcomes for children, families, and the community.

B. Head Start Professional Standards

In addition to complying with the Rock Island-Milan School District #41 Code of Professionalism, all Head Start employees are expected to adhere to the additional professional and ethical standards required by the Head Start Act, the Head Start Program Performance Standards, and all applicable federal, state, and local laws and regulations. These standards reflect Head Start's commitment to providing safe, high-quality services to children and families while promoting integrity, respect, confidentiality, cultural responsiveness, and professional conduct in all aspects of program operations.

C. Head Start Standards of Conduct

Head Start employees are expected to:

1. Act in a manner that reflects positively on the District and the Head Start program.
2. Demonstrate professional and respectful behavior in all work settings.
3. Devote work time to assigned job duties.
4. Perform assigned duties with quality and efficiency.
5. Maintain prompt and regular attendance.
6. Follow all District and program safety and housekeeping procedures.
7. Act with honesty and integrity in all work-related matters.
8. Comply with all District and Head Start policies, including those related to discrimination, harassment, and substance use.
9. Respect the dignity, culture, and individuality of every child and family.
10. Protect the confidentiality of children, families, employees, and program information.

11. Never leave a child unattended or unsupervised.
12. Use sound judgment when posting on social media and avoid content that could harm the District or the program.
13. Do not solicit or accept gifts or favors that create a conflict of interest.
14. Do not solicit donations on behalf of the program without authorization.
15. Maintain professional boundaries with children and families.
16. Release children only to authorized individuals.
17. Maintain a safe, healthy, and supportive environment for children, families, and staff.

D. Head Start Performance Standards

All staff are required, at the time of hire and throughout the duration of their employment, to abide by the standards of conduct outlined in the Head Start Program Performance Standards (HSPPS), 45 CFR §1302.90(c), and the Board policies of Rock Island-Milan School District #41.

The Head Start Program Performance Standards specify the following:

45 CFR §1302.90(c) – Standards of Conduct

A program must ensure that all staff, consultants, contractors, and volunteers abide by the program's standards of conduct, which:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children. At a minimum, staff must not:
    - Use corporal punishment.
    - Use isolation to discipline a child.
    - Bind or tie a child to restrict movement or tape a child's mouth.
    - Use or withhold food as a punishment or reward.
    - Use toilet learning or training methods that punish, demean, or humiliate a child.
    - Use any form of emotional abuse, including public or private humiliation, rejection, terrorizing, extended ignoring, or corrupting a child.
    - Physically abuse a child.
    - Use any form of verbal abuse, including profane or sarcastic language, threats, or derogatory remarks about a child or the child's family.

- Use physical activity or outdoor time as a punishment or reward.

3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with 45 CFR Part 1303, Subpart C, and all applicable federal, state, local, and Tribal laws.
5. Ensure that no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Personnel policies and procedures must include appropriate disciplinary action for staff, consultants, contractors, and volunteers who violate these standards of conduct.

A signed acknowledgment of these standards shall be maintained in each employee's personnel file. Violations of these standards may result in disciplinary action, up to and including termination of employment.

This policy complies with the Head Start Program Performance Standards, 45 CFR §1302.90(c).

E. Employee Expense Reimbursement

Eligible employees may receive reimbursement for approved expenses incurred while performing the duties of their job assignment, subject to prior approval by the Head Start Director or designee. Reimbursement does not include taxes on purchased items.

Reimbursement Guidelines:

1. **Use of Personal Vehicle:** Employees may be reimbursed for the use of a personally owned vehicle at the current District-approved mileage rate for actual miles traveled. Employees using a personal vehicle for work-related purposes must provide proof of liability insurance as required by state law and maintain a valid driver's license.
2. **District Reimbursement Procedures:** Reimbursements will be processed in accordance with District policies and procedures. The program reimburses employees for approved, direct out-of-pocket expenses incurred while conducting official program business.
3. **Prior Approval Required:** Employees must obtain approval from their supervisor before making purchases or incurring expenses that may qualify for reimbursement. Reimbursable purchases must be limited to necessary materials,

supplies, or services required for work purposes that are not available through the program's established purchasing procedures.

4. **Examples of Reimbursable Expenses:** Reimbursable expenses may include, but are not limited to:
    a. Local travel expenses, including mileage reimbursement for use of a personal vehicle, parking fees, meter fees, tolls, local bus fare, or other public transportation expenses.
    b. Airfare for approved travel to assigned meetings, conferences, or other work-related events.
    c. Lodging expenses when employees are assigned to locations outside the greater program area.
    d. Meals associated with approved work assignments outside the program area during regular meal periods or approved overtime situations.
    e. Educational and job-related training expenses approved in advance by the Head Start Director.
    f. Professional literature, journals, association memberships, and organizational fees approved in advance by the Head Start Director.
    g. Loss or damage to personal clothing, tools, or equipment when employees are directed by their supervisor to provide such items as part of their job assignment.
5. **Personal Purchases:** Employees must receive prior approval from their supervisor before using personal funds for any purchase for which they intend to request reimbursement.

F. External Training Approval and Reimbursement

1. Staff must submit a request for external training to their direct supervisor. The request must include the date and time of the training, cost, location, content, and how the training aligns with their professional development goals.
2. The direct supervisor, in consultation with the Head Start Director, will approve or deny the external training request.
3. The program may pay for approved external training expenses when the training supports the employee’s professional development goals and aligns with program needs.

4. Staff may use the program van to travel to approved training, if available. Mileage reimbursement for the use of a personal vehicle or other transportation expenses (such as airfare) must receive prior approval.
5. Lodging accommodations must be approved in advance on an individual basis by the Director or designated management staff. Approval will consider factors such as travel distance, weather conditions, timing, and traffic considerations.
6. Staff will be paid to attend mandatory training that occurs outside of their regularly scheduled work hours. Compensation will be paid at the current non-instructional hourly rate.

G. Head Start Tuition Assistance

Consistent with the Head Start Program Performance Standards (HSPPS), the Rock Island-Milan School District #41 Head Start Program supports staff training and professional development opportunities designed to assist employees in acquiring or increasing the knowledge and skills necessary to provide high-quality, comprehensive services within the scope of their job responsibilities.

The Rock Island-Milan School District #41 Head Start Program may prepay or reimburse employees for formal education or job-related coursework that supports the qualifications and responsibilities of their positions. Employees must successfully complete their probationary period to be eligible to apply for tuition assistance unless the coursework is a condition of employment, such as completion of a Child Development Associate (CDA) credential.

Tuition assistance will be prioritized based on the staff qualification requirements outlined in the HSPPS. Employees must complete a Tuition Assistance Request Form for each course. The request must align with the employee's Professional Development Plan and include a course summary and information regarding the employee's degree or credential plan.

Tuition assistance for degrees or certifications beyond minimum staff qualifications is not guaranteed and will be evaluated based on the employee's Professional Development Plan, program needs, and available funding.

By accepting tuition assistance, employees agree to work for the Rock Island-Milan School District #41 Head Start Program for a minimum of three years following completion of the degree or credential program. If the employee does not fulfill this commitment, the employee may be required to repay all or a prorated portion of the financial assistance received based on the length of service completed after receiving tuition assistance.

Employees are responsible for attending classes as scheduled and must submit documentation of their final grade or course completion to the program. Employees agree to reimburse tuition paid by the Rock Island-Milan School District #41 Head Start Program if they fail to maintain a minimum grade of 2.0 or a "C" average, withdraw from the course, are terminated from employment, or resign from the program.

A College Reimbursement Agreement must be completed and signed by the employee, their supervisor, and the Director of Head Start for each approved tuition assistance request.

H. Financial Incentives

Competitive bonuses may be provided to eligible full-time employees to support program stability, employee retention, recruitment efforts, and staff wellness, as grant funding and available resources permit. Bonus opportunities and amounts will be determined based on available funding, program needs, job responsibilities, and length of service.

I. Social Security

The Agency has elected to participate in Social Security coverage and has waived its exemption under the Social Security Act. As a result, all Rock Island-Milan School District #41 Head Start employees are covered under Social Security.

The Agency contributes the required employer share of FICA taxes and submits both the employee and employer contributions as required by law.

The Rock Island-Milan School District #41 will review this handbook annually to ensure that policies, procedures, and practices remain current and aligned with applicable federal, state, and local requirements. Revisions may be made as necessary to reflect changes in laws, regulations, Board policies, program requirements, or operational needs.

Employees will be notified of significant updates and are responsible for reviewing and following all current handbook provisions. The most current version of the handbook will be maintained by the program and made available to employees.

Appendix A – Pregnancy Rights in the Workplace

IDHR

State of Illinois
Department of Human Rights

PREGNANCY and your RIGHTS in the WORKPLACE

Are you pregnant, recovering from childbirth, or do you have a medical or common condition related to pregnancy?

If so, you have the right to:

- Ask your employer for a reasonable accommodation for your pregnancy, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from your pregnancy.
- Reject an unsolicited accommodation offered by your employer for your pregnancy.
- Continue working during your pregnancy if a reasonable accommodation is available which would allow you to continue performing your job.

Your employer cannot:

- Discriminate against you because of your pregnancy.
- Retaliate against you because you requested a reasonable accommodation.

PREGNANCY and your RIGHTS in the WORKPLACE

It is illegal for your employer to fire you, refuse to hire you or to refuse to provide you with a reasonable accommodation because of your pregnancy. For more information regarding your rights, download the Illinois Department of Human Rights' fact sheet from our website at www.illinois.gov/dhr

Es ilegal que su empleador la despida, se niegue a contratarla o a proporcionarle una adaptación razonable a causa de su embarazo. Para obtener información sobre el embarazo y sus derechos en el lugar de trabajo en español, visite: www.illinois.gov/dhr

ILLINOIS DEPARTMENT OF Human Rights

For immediate help or if you have questions regarding your rights.
Call (312) 814-6200 or (217) 785-5100 or (866) 740-3953 (TTY)

CHICAGO OFFICE
100 West Randolph Street,
10th Floor
Intake Unit
Chicago, IL 60601
(312) 814-6200

SPRINGFIELD OFFICE
222 South College St.,
Room 101-A
Intake Unit
Springfield, IL 62704
(217) 785-5100

The charge process may be initiated by completing the form at:
http://www.illinois.gov/dhr

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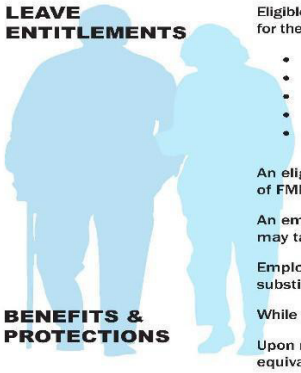
Appendix B – Employee Rights Under the FMLA

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

WH1420 REV 04/16

Appendix C – Acceptable Use Policy

Instruction

Administrative Procedure - Acceptable Use of Electronic Networks

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

Terms and Conditions

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

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

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

a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law.
b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused.
c. Downloading copyrighted material for other than personal use.
d. Using the network for private financial or commercial gain.
e. Wastefully using resources, such as file space.
f. Hacking or gaining unauthorized access to files, resources, or entities.
g. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph.
h. Using another user's account or password.
i. Posting material authored or created by another without his/her consent.

j. Posting anonymous messages.

k. Using the network for commercial or private advertising.

l. Accessing, submitting, posting, publishing, or displaying defamatory, inaccurate, abusive, obscene, profane, sexually-oriented, threatening, racially offensive, harassing, or illegal material.

m. Using the network while access privileges are suspended or revoked.

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

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 electronic mail (email) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.

e. Do not use the network in any way that would disrupt its use by other users.

f. Consider all communications and information accessible via the network's private property.

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

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

Security - Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual.

Attempts to log-on to the Internet as a system administrator will result in the cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

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

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

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

a. For each re-publication (on a Web site or file server) of a graphic or a text file produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.

b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before publication. Printed evidence of the status of "public domain" documents must be provided.

c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Web site displaying the material may not be considered a source of permission.

d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.

e. Student work may only be published if there is written permission from both the parent/guardian and the student.

Use of Electronic Mail - The District's electronic mail 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 fulfill 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 electronic mail account

is strictly prohibited.

b. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.

c. Electronic messages transmitted via the District's Internet gateway carry with them identification of the user's Internet "domain." This domain name is a registered domain name and identifies the author as being with the District. Therefore, great care should be taken 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 electronic mail messages transmitted to external recipients.

d. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.

e. Use of the District's electronic mail system constitutes consent to these regulations.

Internet Safety

Internet access is limited to only those "acceptable uses," as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in these procedures, and otherwise follow these procedures. Staff members shall supervise students while using District Internet access to ensure that the students abide by the Terms and Conditions for Internet access contained in these procedures.

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

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

LEGAL REF.: Children's Internet Protection Act, 47 U.S.C. §254(h) and (l). Enhances Education through Technology, 20 U.S.C §6751 et seq. 720 ILCS 135/0.01.

DATED: January 1, 2011

Appendix D – Board of Education Approval

Approved for distribution this_____day of_____, 2026.

Signed:_____

Jason Roessler, President, Rock Island-Milan School District 41 Board of Education

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: August 11, 2026
Re: RIMSD41 and RIEA MOU: Addition of Head Nurse Stipend

The District has identified a need for a designated Head Nurse to provide leadership, coordination, and operational oversight for the District's nursing program while continuing to serve students in the capacity of a PEL-licensed school nurse. The creation of this stipend position recognizes the additional responsibilities associated with supporting nursing staff, coordinating district-wide health services, and assisting with the implementation of health-related procedures and initiatives.

The proposed MOU adds the Head Nurse stipend position to the current 2024–2027 collective bargaining agreement and authorizes the Administration to designate one Professional Educator License (PEL)-licensed school nurse each school year to serve as the District's Head Nurse. The Administration retains the discretion to assign and remove the Head Nurse designation based on the operational needs of the District. In addition to performing the regular duties of a PEL-licensed school nurse, the individual selected for the Head Nurse assignment will assume additional leadership and coordination responsibilities as outlined in the approved Head Nurse job description.

The Memorandum of Understanding establishes an annual stipend for the Head Nurse position of $6,227 at Step 1, $6,805 at Step 2, and $7,380 at Step 3. The stipend will be paid in accordance with the District's standard payroll practices for stipend positions and will not affect the employee's placement on the negotiated salary schedule or any other contractual benefits. The MOU will remain in effect for the duration of the current 2024–2027 collective bargaining agreement.

It is recommended that the Board of Education approve the Memorandum of Understanding with the Rock Island Education Association establishing the Head Nurse stipend position effective upon execution by both parties.

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Rock Island Education Association (RIEA) and
Rock Island-Milan School District #41 Board of Education

Subject: Addition of Head Nurse Stipend Position to the RIEA Collective Bargaining Agreement

This Memorandum of Understanding ("MOU") is entered into by and between the Rock Island-Milan School District #41 Board of Education (hereinafter referred to as the "Board") and the Rock Island Education Association (hereinafter referred to as the "RIEA") to provide for the addition of a Head Nurse stipend position to the parties' existing 2024-2027 collective bargaining agreement.

Purpose

The purpose of this MOU is to establish a stipend for the Head Nurse position and to outline the terms and conditions of employment governing that assignment. This stipend shall be incorporated into the parties' existing 2024-2027 collective bargaining agreement and administered in accordance with the below terms and all applicable collective bargaining agreement provisions to the extent they do not conflict with such terms.

Terms of Agreement

Head Nurse Assignment and Selection

Each school year, the Board, through the Administration, may, in its sole discretion, designate one PEL-licensed school nurse to serve as the Head Nurse of the District.

The Board, through the Administration, shall also retain the right to remove an individual from this stipend position based on its assessment of the operational needs of the District.

In addition to performing their regular duties as a PEL-licensed school nurse, the Head Nurse shall also perform the leadership and coordination responsibilities as set forth in the Head Nurse job description, which is attached hereto as Exhibit A.

Compensation

In addition to their regular PEL-licensed school nurse salary, the Head Nurse shall receive an annual stipend of **$6,227 (Step 1), $6,805 (Step 2), or $7,380 (Step 3)**, as appropriate.

The Head Nurse stipend shall be paid in accordance with the District's ordinary stipend payroll practices and, like other stipends, shall not alter or effect an employee's placement on the RIEA salary schedule or any other contractual benefits.

Duration of the MOU

This MOU shall remain in effect for the duration of the parties' current 2024-2027 collective bargaining agreement unless modified or amended by mutual written agreement of the parties.

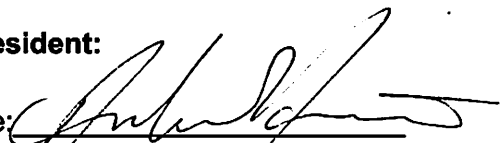
Dispute Resolution

Any dispute concerning the interpretation or application of this MOU shall be resolved through the grievance procedure contained in the parties' collective bargaining agreement.

Acknowledgment

By signing below, the parties acknowledge that they have read and understand the terms of this Memorandum of Understanding and agree to incorporate the Head Nurse stipend position into the 2024-2027 collective bargaining agreement in accordance with the provisions outlined herein.

RIEA President:

Signature: 

Date: 8/5/2026

Board of Education President

Signature: _____

Date: _____

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Sharon Williams, Ed.D.
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: August 11, 2026
Re: Technology Support Specialist

The applicant pool for the Technology Support Specialist position included seven (7) applicants. The selection process yielded a pool of three (3) candidates who met the minimum qualifications. These three (3) candidates were invited to interview. The selection process included screening and an in-person panel interview. Following this process, Mr. Brandon Waldbusser emerged as the strongest candidate and is being recommended for the Technology Support Specialist position.

Mr. Brandon Waldbusser holds an Associate of Applied Sciences in IT and Cyber Security. He has served Eastern Iowa Community College since December of 2024, providing technical support for staff, undergraduate, and high school students. He has demonstrated exceptional willingness to apply himself and find solutions for students.

Mr. Waldbusser was described by his references as a highly effective communicator who has a natural gift for explaining technical issues. They also state he is a dedicated worker who puts extra thought and effort into his career by remaining committed to finding effective solutions. References also noted his strong people skills, trustworthiness, reliability, and talent for streamlining processes to improve services. Additionally, they emphasized that he is not afraid to ask for assistance when needed to ensure the best possible outcome and always sees projects and tasks through to completion.

It is recommended that the Board of Education approve the appointment of Mr. Brandon Waldbusser to the position of Technology Support Specialist for the 2026-27 school year at the salary of $54,376.

Investment Period: One year contract
Total Investment: $54,376
Funding Source: District Funds

PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT
(July 1, 2026, through June 30, 2030)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Rock Island-Milan School District 41, Rock Island County, Illinois (the "School District") and Dr. Sharon Williams (the "Superintendent").

The Board and the Superintendent agree as follows:

1. **EMPLOYMENT**. In accordance with the provisions of Section 10-23.8 of *The Illinois School Code* (105 ILCS 5/10-23.8), the Superintendent is hereby employed as Superintendent of Schools of the School District under this contract for the period beginning July 1, 2026, and extending through June 30, 2030. The contract year under this contract is July 1 through the succeeding June 30 of each year.

This performance-based contract replaces the employment contract currently in effect between the Board and Superintendent as of the commencement date of this contract, above. In accordance with 105 ILCS 5/10-23.8, the Superintendent and Board confirm that the Superintendent met the goals and indicators of student performance and academic achievement in the previous contract.

2. **PERFORMANCE GOALS AND INDICATORS OF STUDENT ACADEMIC IMPROVEMENT**. This is a performance-based contract, the goals of which are set forth in the attached Exhibit 1. Accomplishment of the goals, as may be amended from time to time, will enhance student performance and achieve academic improvement. Along with the evaluation criteria set forth in paragraph 13, a primary measure of the performance and effectiveness of the Superintendent each contract year shall be whether the Superintendent has accomplished the goals for that contract year and has made adequate progress toward completion

of the goals which are to be accomplished in a later contract year, as such goals are set by the Board in consultation with the Superintendent.

By June 30 of each contract year in consultation with the Superintendent, the Board will review and may revise, where it deems appropriate, the goals to be accomplished during the remaining contract years. Any modified goals shall be incorporated into a document to be entitled "Superintendent's Performance Goals," which shall be signed and dated by the Board President and the Superintendent and considered a part of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The modified goals, if any, shall be signed and dated by the Board President and Secretary and placed in the Superintendent's personnel file. A copy shall also be given to the Superintendent.

3. **DUTIES**. The duties of the Superintendent shall be those duties prescribed by federal and state law and regulations and by the policies, regulations, job description and directions of the Board, all as may be amended or modified from time to time, and such duties as are reasonably incidental thereto.

4. **SALARY**. As compensation for the duties set forth in this contract, the Superintendent shall be paid an annual base salary each contract year beginning July 1, 2026, in

the amount of $240,723. The salary shall be payable in equal installments in the same manner as the salaries of other twelve (12) month administrators in the School District are paid.

Each subsequent contract year, the Board, in its sole discretion after consultation with the Superintendent, shall establish the Superintendent's annual base salary, and adjust other benefits payable hereunder, based upon performance evaluation, without entering into a new contract or extending the term of this contract. In each subsequent contract year, the Superintendent's annual base salary shall include an increase of no less than the average percentage increase provided to licensed employees in their collective bargaining agreement over the Superintendent's annual base salary provided for in the immediately previous contract year. Moreover, the Superintendent's annual salary shall not be reduced, nor shall the benefits provided for in this contract be reduced from the immediately previous contract year, except as provided in paragraphs 9, 10 and 19 below.

5. **TRS CONTRIBUTION**. In addition to the salary and all other TRS creditable earnings provided for in this contract, the Board shall pick up and pay, on behalf of the Superintendent, all retirement contributions to the Illinois Teachers' Retirement System (TRS) as required by TRS under Section 16-152.1 of the Illinois Pension Code and the Teacher Health Insurance Security Fund (THIS); provided, however, if the current TRS required employee contribution rate decreases or if legislation is implemented that limits the Board's ability to fulfill its obligations in this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution equals the Board's total cost before the TRS contribution rate decrease or relevant legislation. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the

Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations. The Parties acknowledge that the Superintendent may be subject to a pensionable earnings cap as a TRS Tier II employee. To achieve a cost-neutral impact of such cap, the Board shall make a non-elective contribution to the Superintendent's 403(b) plan in an amount equal to the money the Board would have paid to TRS for a Tier I employee under this paragraph on the TRS creditable earnings which exceed the Tier II cap. The payment shall be made in a single lump-sum payment no later than June 30 of each contract year.

6. **VACATION**. The Superintendent shall receive twenty-five (25) working days of paid vacation time for each contract year. Saturdays, Sundays and legal holidays when the offices of the District are closed shall not require the use of vacation days. Unless otherwise approved by the Board, all vacation must be used in the contract year for which vacation is granted or it shall be deemed lost, except for the 2026-2027, 2027-2028, and 2028-2029 contract years, the Superintendent may carry over up to ten (10) unused vacation days for use during the next contract year. Unless specified herein or otherwise approved by the Board, vacation which is not used during the contract year earned or carried over into shall not be compensated and any unused days shall be lost and not accumulated. If this contract is terminated during a contract year, vacation for that year which has not been used at the time of termination shall be compensated to the extent required by law and paid within thirty (30) days after the later of the Superintendent's last regular paycheck or last day of work so as to avoid the payment by the Board of any penalties to TRS. Payment shall be at the Superintendent's per diem rate of pay

using the then-current base salary and the per diem divisor applicable to licensed central office administrators. The Superintendent shall give prior notice to the Board President, or the Board Vice-President in the absence or unavailability of the President, before taking vacation. The Superintendent shall receive prior approval by the Board President, or in the President's absence or unavailability, by the Vice-President, before taking any vacation which is more than three (3) consecutive working days in length.

7. **SICK LEAVE AND DISABILITY**. The Superintendent shall be granted the same number of days of sick and personal leave days each contract year, and may accumulate unused sick leave days and convert unused personal leave days to sick leave, on the same basis as provided to teachers in the District. On the execution date of this Contract, the Superintendent shall receive a one-time grant of thirty (30) sick leave days in addition to the Superintendent's normal annual allotment.

Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days in any 180-calendar day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave at the Superintendent's then current per diem rate of pay, up to a maximum amount of TWENTY THOUSAND AND NO/100 ($20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of sixty (60) days after termination. This sixty-day period shall be included in the calculation of the time period

available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

8. **MEDICAL EXAMINATION**. The Superintendent shall submit to a comprehensive health examination by no later than January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board and include tests deemed necessary by the doctor or required by the Board. Any cost in excess of SEVEN HUNDRED FIFTY AND NO/100 ($750.00) DOLLARS must be approved in advance by the Board President. A report of the comprehensive health examination, generally describing the Superintendent's health and fitness to perform the duties of the superintendency, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board.

The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense.

9. **HEALTH BENEFITS PROGRAM**. The Board shall provide for the participation of the Superintendent and the Superintendent's immediate family in the Board's health, dental and vision insurance programs, as may be modified by the Board from time to time, on the same basis as provided to the Board's other licensed central office administrators.

10. **LIFE AND DISABILITY INSURANCE**. The Board, at its cost, shall provide the Superintendent with group term life insurance with a death benefit equivalent to the Superintendent's base annual salary set forth in paragraph 4 above, and with disability insurance, on the same basis as provided to licensed central office administrators, provided the Superintendent meets the ordinary requirements of the insurers. These insurance coverages may

be modified from time to time by the Board on the same basis as modified for the Board's other licensed central office administrators.

11. **RESIDENCY**. The Superintendent shall maintain residency in the School District for the duration of this contract, in order to satisfy the Board's expectation of the Superintendent's active participation in the affairs of the schools and the school community.

12. **LICENSURE**. The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained in force at all times during the term of this contract.

13. **EVALUATION**. Annually, on or before June 1 of each contract year, the Board shall review with the Superintendent the Superintendent's progress toward meeting established goals and assess the working relationships among the Superintendent, the Board, the faculty, the staff, and the community; provided, however, in the last year of this contract, the review shall take place on or before January 31. An evaluation instrument selected by the Board, in consultation with the Superintendent, shall be used in the evaluation of the Superintendent's performance by the Board. The Board's obligations under this paragraph are contingent on the Superintendent providing notice of such obligations by April 1 of each contract year, except that in the last contract year notice shall be given by November 1.

The Board and the Superintendent shall also strive to conduct, if needed, a mid-year evaluation, as the business of the Board permits. The Superintendent shall initiate this informal evaluation in December of the first contract year and thereafter as established by the Board.

The Board may terminate, or not extend, the contract under any provision of this contract, even if the evaluations provided for in this paragraph have not occurred.

14. **OTHER WORK**. The Superintendent's full time, attention, and energy shall be devoted to the business of the School District and related professional activities. The Superintendent may teach university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration; lecture and engage in writing activities and speaking engagements; and undertake professional development activities leading to a formal degree or other recognition. The Superintendent shall not jeopardize the functioning of the School District by any significant absence for, or participation in, such professional activities. The Superintendent may participate in the foregoing activities for up to and including six (6) business days each contract year with notice to the Board President; any additional days must be approved in advance by the Board. Any compensation received by the Superintendent for such days which are normally work days for the Superintendent in the School District shall be turned over to the School District, unless otherwise approved by the Board.

15. **PROFESSIONAL MEMBERSHIPS AND ACTIVITIES**. The Superintendent is expected to attend appropriate professional meetings, and to belong to appropriate professional organizations, at the local, state, and national levels. The Board shall pay the costs of attendance at state and local professional meetings and for membership in the following professional organizations: the Illinois Association of School Administrators, the American Association of School Administrators, and the National Alliance of Black School Educators. Within budget constraints as approved by the Board, the cost of attendance at national professional meetings and membership in other professional organizations shall be paid by the Board.

16. **MEMBERSHIP IN CIVIC ORGANIZATIONS**. The Board shall pay the fees for the Superintendent's membership in local civic organizations as approved by the Board.

17. **AUTOMOBILE/TRAVEL EXPENSES**. The Board shall reimburse the Superintendent for automobile and other transportation costs on the same basis as for other certified licensed central office administrators and within the constraints established by the annual budget of the Board. In lieu of mileage for in-district travel, the Board shall pay a stipend of Five Hundred and No/100 Dollars ($500.00) each month to the Superintendent.

18. **ELECTRONIC WORK AND COMMUNICATIONS EQUIPMENT AND SERVICE**. The Board shall provide and retain ownership of a laptop computer with appropriate data and broadband access services to facilitate the Superintendent's work and business communications. The Board, having determined that the Superintendent needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District, shall provide the Superintendent with a District cell phone for business use. The Superintendent's use of the laptop computer and the mobile telephone shall be subject to the Board's electronic network policy, except that personal use of the computer and the mobile telephone are permitted.

19. **BENEFITS**. The Superintendent shall be provided such additional benefits as are set forth in the Board's Benefit Summary for Administrators, if any, subject to modification from time to time in the Board's discretion. Additionally, the benefits provided for in this contract which reference the benefits for administrators or teachers may be modified from time to time in the Board's discretion on the same basis as modified for such administrators or teachers.

20. **TENURE**. By accepting this contract, the Superintendent waives any rights to tenure pursuant to Section 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.

21. **TERMINATION FOR CAUSE AND NON-RENEWAL WITHOUT CAUSE.**

In the event the Board intends to terminate this contract before its expiration for good cause, the Board shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within ten (10) business days of receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. The Superintendent is entitled to a hearing if requested. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay in accordance with the Board's employee suspension policy, if any. At the conclusion of the hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given in accordance with Section 10-21.4 of the Illinois School Code; provided, however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4 and requests notice by February 1 of the last year of this contract, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 1. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4, except that the

Superintendent may be assigned to another licensed administrative position. Otherwise, this contract shall terminate and not be extended.

22. **UNILATERAL TERMINATION BY BOARD OF EDUCATION**. The Board may, at its option, and by a minimum of sixty (60) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause, no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Superintendent an early termination benefit of the lesser of the amount of the base annual salary set forth in paragraph 4 above or the amount the Superintendent would have earned under paragraph 4 of this contract from the effective date of termination to the date of expiration of this contract as set forth in paragraph 1 above. The applicable amount shall be paid within thirty (30) days after the later of the Superintendent's last day of work or the last regular paycheck. The Board shall also provide, at its expense through COBRA, insurance coverage as provided under paragraph 9 for the Superintendent and eligible dependents for the lesser of one year from the effective date of termination, or from the effective date of termination to the date of expiration of this contract as set forth in paragraph 1 above, or such time as the Superintendent becomes eligible for insurance coverage for the Superintendent and eligible dependents from another employer.

23. **UNILATERAL TERMINATION BY THE SUPERINTENDENT**. The Superintendent may unilaterally terminate this contract during its term, subject to the following conditions. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the second contract year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination

with less than one-hundred-eighty (180) days' notice, an effective date not at the end of the school year or an effective date earlier than the end of the second contract year, the Superintendent shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 ($30,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

24. **BACKGROUND INVESTIGATION**. This contract is contingent on completion, from time to time as required by the Board, of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as Faith's Law and a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

25. **NOTICE**. Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties

may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:	President, Board of Education Rock Island-Milan School District #41 Administrative Center 2000 7th Avenue Rock Island, IL 61201
With a copy to:	President, Board of Education [at his or her last known home address]
If to the Superintendent:	Dr. Sharon Williams Rock Island-Milan School District #41 Administrative Center 2000 7th Avenue Rock Island, IL 61201
With a copy to:	Dr. Sharon Williams [at the Superintendent's last known home address]

26. **MISCELLANEOUS**.

A. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

C. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

D. If any provision of this contract is subsequently declared by the proper judicial authority, in a final decision, to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

E. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. No amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent.

F. This contract shall be binding on the heirs, executors, and successors of the parties.

G. This contract shall become effective, and be deemed dated, as of the date the last of the parties signs this contract, as set forth below.

BOARD OF EDUCATION,
ROCK ISLAND-MILAN SCHOOL
DISTRICT #41,
Rock Island County, Illinois

By: _____
President

Attest: _____
Secretary

Dated: _____

SUPERINTENDENT

_____
Dr. Sharon Williams

Dated: 8/4/26

EXHIBIT 1
TO PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(July 1, 2026, through June 30, 2030)

SUPERINTENDENT GOALS AND INDICATORS

The superintendent will identify and implement strategic actions that involve all stakeholders in the process and are designed to achieve the following priorities aligned to the District's Strategic Plan.

Goal 1: We will provide all district team members with consistent, role-specific, ongoing professional learning and resources.

Indicator: Establish and measure a district-wide professional development plan.

Goal 2: We will provide high-quality instruction, resources, and targeted support.

Indicator: Year over year improvement in ELA, Math, Attendance and Graduation Rate.
Indicator: Maintain or improve the district's financial profile score.

Goal 3: We will foster clear and consistent communication with all school community members.

Indicator: Establish and measure the effectiveness of the district's communication tools.

Goal 4: We will build and maintain a community that supports all school community members.

Indicator: Establish and measure the effectiveness of the district's family and community engagement plan.

Goal 5: We will nurture relationships and connections with all school community members.

Indicator: Year over year improvement in 5Essentials scores and participation rates.