The Board of Education of LaHarpe Community School District #347 held a regular School Board meeting on 15 April 2025 in the Board room. President Dustin Detherage called the meeting to order at 6:00 pm. Roll call was answered by Allen, Blythe, Collins, Deitrich, Detherage, and Walker. Gebhardt was absent. Superintendent Janet Gladu, Board Secretary Liz McCarter, and Principal Ryan Hopper were also in attendance.

Visitors in attendance were Chad Burt, Melissa Burt, Marlie Deeter, Heather Moore, Stacey Pence, Karen Nudd, Aspyn Beasley, Lacey Barrera, Nichelle Pence, Amber Pence, Courtney Painter, Ashley Cox, Julie Garrison, Cassie Bundy, Garek Mason, Joni Dowell, Stella Bennett, Danielle McIntyre, Dayna Bundy, Pam Bundy, Jonah Burt, Leslie Fisher

A Moment of Silence was observed.

Public Comment: Detherage stated that anyone speaking about a specific staff members performance needs to be done in closed session. Per policy on personnel privacy.

Marlie Deeter read a letter stating that she has spoken with several employees who feel undervalued and unheard. She feels that some staff members are unprofessional and have a dismissive attitude when concerns are brought up. She feels that the school needs to have a time for regular employee feedback and a way for staff to share their concerns/suggestions openly or anonymously. She feels that there are staff members who need to take a class on professionalism in the workplace. She urged the board to address her concerns. Leandra asked if Marlie could please get them a copy of what she had read. Marlie stated that she would.

Business Items:

The Consent Agenda included the Open Meeting Minutes of the 18 March 2025 Regular Board Meeting of the LaHarpe CSD 347 School, Open Meeting Minutes of the 12 March 2025 Committee of the Whole Special Meeting, Open Meeting Minutes of the 20 March 2025 Committee of the Whole Special Meeting, Open Meeting Minutes of the 26 March 2025 Committee of the Whole Special Meeting, Open Meeting Minutes of the 27 March 2025 Curriculum Committee Special Meeting, Approval of Final School Calendar, Permission for Superintendent to seek fuel bids, IESA annual membership renewal, Financial Reports, Individual Fund Balances, Payment of Bills, and action to delete the verbatim closed session meeting recordings that were 18 months and older.

Individual Fund Balances (chart below)

Fund	**FY 2025**
Education	$2,543,838.27
Building	$260,734.40
Debt Services	$108,637.22
Transportation	$149,327.98
IMRF	$74,433.16
Capital Projects	$0
Working Cash	$42,541.78
TORT Immunity	$195,266.99
Fire Prevention & Safety	$258,358.86
Total	**$3,543,138.66**
Annual Change	**-4.81% (last month was -7%)**
Comparison Year	
FY 2024	$3,722,357.17
FY 2023	$2,846,850.39
FY 2022	$2,342,020.82

FY 2021	$2,371,491.88
FY 2020	$1,575,763.80
FY 2019	$1,255,496.87

A motion was made by Collins with a second by Walker to approve the following items on the Consent Agenda: Minutes from March 12, 18, 20, 26, 27, 2025, regular minutes, financial reports, payment of bills, and the deletion of verbatim closed session recordings older than 18 months, 2024-2025 Final School Calendar, permission for the Superintendent to seek fuel bids, 2025-2026 IESA Membership, and FOIA requests. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes; Gebhardt - Absent. Motion Carried 6-0.

Student Recognition. Stella Bennett was recognized for winning 1st prize in the 36th Annual Carl Sandburg Poetry Contest. She came and presented her poem, "Cry Me A River" to the board. The board presented her with a signed certificate for her achievement.

IASB Board Leader Recognition. Superintendent Gladu presented Dustin Detherage with a certificate that IASB sent to Dustin for his outstanding continued service to LaHarpe Schools.

2025-2026 Student Fees. Superintendent Gladu stated that we have not charged student registration fees for the last two years. In the past the student fees were $70 per year. The board elected to waive student fees again next year.

A motion was made by Blythe with a second by Deitrich to set student fees for the 2025-2026 school year at $0. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Authorization to expend funds. A motion was made by Detherage with a second by Collins to authorize Superintendent Gladu to expend funds to cover expenses and liabilities between July 1 2025 and the Fiscal Year 2026 Budget Adoption. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Bus Barn Cameras. Superintendent Gladu stated that we received a quote from Verkada for the camera installation for one camera at the bus barn. The largest part of the quote was in the cellular connection. They are working to see if there is a different way to get the signal from the bus barn to the main building. Due to the cost, there is no action on this item. Superintendent Gladu stated that she will continue to look for other alternatives.

Cafeteria Update. Superintendent Gladu stated that we do not have official results from the election. Detherage and Superintendent Gladu met with the architects on Tuesday. They are planning on having the project ready for bid by January 2026 with construction starting March/April 2026. They are estimating 8-9 months of construction. The potential move-in date for the cafeteria is January 2027. The architects recommend combining the bathroom projects with the cafeteria project to save money. They are estimating to have a contract ready for us in the next month to continue the project. Nothing will be done until the election is final.

Election Update. Superintendent Gladu stated she does not have final election results yet. She does not expect to have them until April 22.

Special Board Meeting. Superintendent Gladu stated we need to have a special board meeting to seat the new board. It will just be to finalize business of the current board (sine die) and seat the new board. It has to be after April 22 when we get the final election results and before May 11.

A motion was made by Deitrich with a second by Walker to set a special board meeting on 23 April 2025 to sine die the current Board of Education and seat the New Board of Education. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Social Studies Curriculum. Superintendent Gladu stated that the Curriculum Committee has decided on Social Studies Curriculum. Kindergarten, 1st and 2nd will use McGraw Hill. 3rd, 4th, and 5th will use Savvas. 6th, 7th and 8th will use McGraw Hill.

Science Curriculum. Superintendent Gladu stated that the Curriculum Committee has decided on Science Curriculum. Kindergarten, 1st, and 2nd will use Savvas. 3rd, 4th, and 5th will use McGraw Hill.

Reports:
Board Committee. Nothing to report.
Board Members. Nothing to report.
Principal/Transportation Director/Athletic Director. Hopper talked about the Art Festival. There was a great turnout. PTO will have some great surprises at the end of the year with the funds raised. He mentioned that Miss Hensley has baby chicks that have hatched and the kids are loving that. He also mentioned that State Testing is completed. Students enjoyed the daily prizes from the local businesses. He stated that AIMS Web testing will begin the week of May 5th. He mentioned Teacher Appreciation is May 5th-9th. The school as well as some organizations have some special things planned for staff. He talked about Science Olympiad and their accomplishments at the State Competition in Champaign. They placed 18th overall and 4 students came home with medals in their events. He stated that everything with transportation is going smoothly.
Superintendent. Dr Gladu stated that Science Olympiad would like to come to next month's meeting. She let the board know she is still waiting on the plates for the new bus. She stated that Courtney Painter is the March Staff Member of the Month.

Motion by Blythe with a second by Deitrich to adjourn to closed session at 6:22 pm to discuss items per 5ILCS 120/2/(c)(1). The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District; and (15) closed session minutes. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Deitrich with a second by Detherage to adjourn the closed session meeting at 6:41 pm. Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Collins with a second by Blythe to return to open session at 6:42 pm. Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Detherage called the open meeting to order at 6:43 pm. Detherage stated that Melissa Burt with her union reps Ashley Cox and Julie Garrison waived her right to exception #1. Detherage returned the meeting to public comment.

Melissa Burt stated that in an email from Detherage short term approval was take off the table in March 2025. She read the email from Detherage. Said she has done regular check ins that were required with little to no feedback and no mentoring at all from Superintendent. She said she was given until March of 2026 to complete all the things required by the board and she was let go in March of 2025. She stated she was not given a reason as to why she was let go. She said she was let go for teaching performance and effectiveness, licensure, and failure to timely procure adequate licensure as directed. She said of her last three evaluations, one was excellent, the other two were proficient. Said that Craig Burns said she has every right to be frustrated because she has jumped through all the hoops she has been asked to jump through. He told her however, the board has taken all of the proper steps. She told the board "just because you took the proper steps it doesn't mean you did the right thing." She said she is disappointed and would like another chance. She said she did submit an application to reapply for the job after other staff members told her she should. She stated office staff saw her turn in the application and she never received a call or an interview.

Heather Moore – Said that as a parent she feels like the board has made a mistake. Band meant a lot to her growing up and it means a lot to her son who plays the trumpet. She stated that he has come a long way with Mrs. Burt as his teacher. She feels that you have to have the right name to play sports here but you don't have to have a certain name to be in the band. She said that as a parent she disagrees with the decision the board has made.

Aspen Beasley – said that she has learned so much from Mrs. Burt. She said the only reason she has stayed in band and is continuing band in High School is because of Mrs. Burt and the influence she had in her life. She said that she is an excellent and inspiring teacher. She stated that you can tell Mrs. Burt loves the students and loves what she does.

Lacey Barrera – She said she is Aspen's mom. She said since they have moved here they have seen Junior High Teachers come and go. She said Mrs. Burt being let go makes her sad for the children. She said her experience with band and with Mrs. Burt has been exceptional. She stated that Mrs. Burt is the reason Aspen has done High School Band. She stated that there is not a lot of representation from LH/DC kids in activities at Illini West. She said Aspen proudly represents the school at Illini West because of what Mrs. Burt has taught her. She said not many people at LaHarpe supported or encouraged Aspen in music but Mrs. Burt always did. She stated that Mrs. Burt is a cheerleader for her students and cares about each one of them. She said she puts a lot into her job and she cares about the creative kids who don't get a lot of support.

Stacey Pence – she said that Mrs. Burt is her cousin. She stated that Mrs. Mencel was amazing. She said she told Mrs. Burt in the beginning that the band here sounded better than the high school band at Illini West. She said her granddaughter Tinley plays the trumpet because of Mrs. Burt and is learning to play the piano. She said that her grandson Elliot plats the drums. She said Mrs. Burt is an asset to our community and to our school. She is local and she cares about our community. She talked about how most of the board is local, she commented on how most of them were at least giving them some kind of eye contact. She then stated that the superintendent was not even making eye contact while all of them were making their comments. She stated that a little more attentiveness from the superintendent would be nice.

Motion by Detherage with a second by Collins to approve the closed session minutes from 18 March 2025. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Detherage with a second by Walker to hire John Draws as a certified staff member. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Collins with a second by Walker to hire Haley Dixon as a certified staff member. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Blythe with a second by Deitrich to hire Kevin Mershon as Co-Head Boys Basketball Coach for the 2025/2026 Basketball season. Roll Call: Blythe – yes; Collins- yes; Deitrich – yes; Detherage – yes; Allen – yes; Walker – yes. Motion Carried 6-0.

Motion by Detherage with a second by Allen to adjourn the April 2025 Board Meeting at 7:02pm. Voice Vote.

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Board President Board Secretary

The Board of Education of the LaHarpe Community School District #347 held a special School Board Meeting on 21 April 2025 in the Board room. President Detherage called the meeting to order at 4:30 pm. Roll Call was answered by Blythe, Collins, Deitrich, Detherage, Gebhardt, and Walker. Superintendent Janet Gladu was also in attendance.

No visitors were in attendance.

A Moment of Silence was observed.

No public comment was presented.

A motion was made by Collins with a second by Walker to approve the agenda. Roll call Blythe- yes; Collins – yes; Deitrich – yes; Walker – yes; Gebhardt – yes; and Detherage- yes. Motion carried – 6-0.

A motion was made by Gebhardt with a second by Blythe to cancel the Organizational Meeting on 23 April 2025 at 6 pm and move the Organizational Meeting to 24 April 2025 at 6 pm. Roll call Blythe- yes; Collins – yes; Deitrich – yes; Walker – yes; Gebhardt – yes; and Detherage- yes. Motion carried – 6-0.

Motion by Detherage with a second by Collins to return to open session at 4:38 pm. Roll call Allen- yes; Blythe- yes; Collins – yes; Gebhardt – yes; and Detherage- yes. Motion carried – 5-0.

Motion by Detherage with a second by Deitrich to adjourn the 21 April 2025 Special Meeting at 6:01 pm. Roll call Blythe- yes; Collins – yes; Deitrich – yes; Walker – yes; Gebhardt – yes; and Detherage- yes. Motion carried – 6-0.

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Board President Board Recording Secretary Date

President Detherage Called the Organizational Meeting to order at 6:05 pm.
Roll Call was answered by Blythe, Burt, Deitrich, Detherage, Dowell, Gebhardt, and Walker.
Superintendent Janet Gladu was also in attendance.

Dessa Rodeffer and Melissa Burt were also in attendance.

A motion was made by Gebhardt with a second by Blythe to approve the agenda. Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed 7-0.

No public comment was given.

President Detherage conducted the Oath of Office to all board members.

President Detherage asked for nominations for Board President. Dana Blythe nominated Dustin Detherage for Board President. No other nominations were given. Detherage closed nominations.

Roll Call vote for Detherage for Board President: Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- Abstain; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed – 6 – yes; 0- no; 1 – abstain.

Detherage asked for nominations for Board Vice President. Detherage nominated Gebhardt for Vice President. No other nominations were given. Detherage closed nominations.

Roll Call vote for Gebhardt for Board Vice President: Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – Abstain; and Walker- yes. Motion passed – 6 – yes; 0-no; 1 abstain.

Blythe made the motion with a second by Gebhardt to appoint Elizabeth McCarter as Board Secretary. Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed 7-0.

Motion by Detherage with a second by Deitrich to appoint Karen Nudd as the District's Treasurer. Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed 7-0.

President Detherage discussed committee members. Committee members are:
Athletic Committee: Gebhardt, Walker, and Burt
Building/Facilities: Committee of the Whole due to building project.
Negotiations: Gebhardt and Detherage
Curriculum Committee: Deitrich, Dowell, and Blythe

Motion by Blythe with a second by Walker to set the monthly board meetings for the 3rd Tuesday at 6 pm and to be held in the Board Room. Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed 7-0.

Motion by Gebhardt with a second by Walker to adjourn the organizational meeting at 6:15 pm. Roll Call: Blythe- yes; Burt – yes; Deitrich – yes; Detherage- yes; Dowell – yes; Gebhardt – yes; and Walker- yes. Motion passed 7-0.

Board President	Board Recording Secretary	Date

The Board of Education of the LaHarpe Community School District #347 held a Special School Board Meeting on 24 April 2025 in the Board Room. President Detherage called the meeting to order at 6:00 pm. Roll Call was answered by Allen, Blythe, Deitrich, Detherage, Gebhardt, and Walker. Superintendent Janet Gladu was also in attendance.

Dessa Rodeffer, Melissa Burt, Chad Burt, and Joni Dowell were in attendance.

A moment of silence was observed.

No public comment was given.

A motion was made by Gebhardt with a second by Deitrich to approve the agenda as presented. Roll call was answered by: Allen – yes; Blythe- yes; Deitrich – yes; Detherage- yes; Gebhardt – yes; and Walker – yes. Motion carried 6-0.

President Detherage Presented the April 2025 Election results – Official Canvas of Ballots:
Josh Gebhardt – 355 votes
Josh Walker – 337 votes
Chad Burt – 333 votes
Joni Dowell -332 votes
Bill Collins 307 votes.

Bond Referendum Yes 327; No 180

A motion was made by Deitrich with a second by Gebhardt to approve the Canvas of the Votes for the 1 April 2025 election. Roll call was answered by: Allen – yes; Blythe- yes; Deitrich – yes; Detherage- yes; Gebhardt – yes; and Walker – yes. Motion carried 6-0.

President Detherage presented Jake Allen with a certificate of appreciation for his time on the board.

A motion was made by Blythe with a second by Walker to adjourn "sine dine" at 6:02 pm.
Roll call was answered by: Allen – yes; Blythe- yes; Deitrich – yes; Detherage- yes; Gebhardt – yes; and Walker – yes. Motion carried 6-0.

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Board President Board Recording Secretary Date

LA HARPE COMMUNITY SCHOOL DISTRICT #347

TREASURER'S REPORT APRIL 30,2025

FUND	CASH BALANCES:NOW ACCOUNT				INVESTMENTS	
	Balance 3/31/2025	Receipts	Disbursements	Balance 4/30/2025		
EDUCATION	$274,784.19	$58,867.96	$248,338.37	$85,313.78	$0.00 $2,329,838.54	F.STATE/M.MRKT. IL TREAS POOL
BUILDING	$176,447.40	$120,000.00	$41,738.59	$254,708.81	$0.00 $84,287.00	F.STATE/M.MRKT. IL TREAS POOL
DEBT SERVICE	$105,523.87	$0.00	$0.00	$105,523.87	$0.00 $3,113.35	F.STATE/M.MRKT. IL TREAS POOL
TRANSPORTATION	$84,885.33	$35,000.00	$52,356.70	$67,528.63	$0.00 $91,014.00	F.STATE/M.MRKT. IL TREAS POOL
IL MUNICIPAL RET.	$74,433.16	$0.00	$11,755.40	$62,677.76	$0.00 $0.00	F.STATE/M.MRKT. IL TREAS POOL
CAPITAL PROJECTS	$0.00	$0.00	$0.00	$0.00	$0.00	F.STATE/M.MRKT.
WORKING CASH	$42,541.78	$0.00	$0.00	$42,541.78	$0.00 $0.00	F.STATE/M.MRKT. IL TREAS POOL
TORT IMMUNITY FUND	$195,266.99	$0.00	$7,879.54	$187,387.45	$0.00 $0.00	F.STATE/M.MRKT. IL.TREAS.POOL
FIRE PREV & SAFETY	$258,358.86	$0.00	$0.00	$258,358.86	$0.00	IL. TREAS.POOL
CURRENT TOTAL	$1,212,241.58	$213,867.96	$362,068.60	$1,064,040.94	$2,508,252.89	
INVESTMENTS				$2,508,252.89		
CASH & INVESTMENTS AS	4/30/2025			$3,572,293.83		

NOTES:	Daily Rate	Int./Month	Int./YTD
NOW Account	2.05%	$1,954.01	$13,769.06
Liquid Asset Treasurer's Pool	4.43%	$8,714.22	$95,159.67
First State/M.Market		$0.00	

Interest distributed to each FUND based on percentage invested

Karen Nudd 5-15-25

Karen Nudd Date

LA HARPE COMMUNITY SCHOOL DISTRICT #347

STATEMENT OF POSITION

April 30, 2025

ASSETS	EDUCATION	BUILDING	DEBT SERV.	TRANSP.	I.M.R.F.	CAPITAL PROJECTS	WORKING CASH	TORT IMMUNITY	FIRE PREV & SAFETY
Cash in Bank	$85,313.78	$254,708.81	$105,523.87	$67,528.63	$62,677.76	$0.00	$42,541.78	$187,387.45	$258,358.86
Petty Cash	$350.00								
Change Fund/Elem-JRH	$350.00								
Imprest Fund	$5,000.00								
Property									
Loans to Education Fund									
Loan to Building Fund									
Loan to Transportation Fun									
Loan to IMRF Fund									
Loan to Fire & Prev.Fund									
IL Treas. Pool	$2,329,838.54	$84,287.00	$3,113.35	$91,014.00					
First State/Money Market									
TOTAL ASSETS	$2,420,852.32	$338,995.81	$108,637.22	$158,542.63	$62,677.76	$0.00	$42,541.78	$187,387.45	$258,358.86
LIABILITIES									
Anticipation Note									
Western Area Ins									
Teachers Retirement									
Payroll A/P									
INTERFUND PAYABLE									
Loan payable to Educ.									
Loan payable to Bldg.									
Loan payable to Transp.									
Loan payable to W. Cash									
TOTAL LIABILITIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FUND BALANCE	$2,420,852.32	$338,995.81	$108,637.22	$158,542.63	$62,677.76	$0.00	$42,541.78	187,387.45	$258,358.86
								Grand Total	$3,577,993.83

Laura Jones 5-15-25

Laura Jones Date

Paid Accounts Payable by Vendor

Printed: 05/15/2025 8:39:48AM
La Harpe CSD 347
Expense on Date: 4/30/2025 to 4/30/2025

Invoice #	A.S.N.	Description	Override	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
** IMPREST FUND **									
8214	40-2550-411-1	SPEC ED TRANSPORTATION		30	0	04/30/2025	91667	964.60	40-2550-411
8215	10-1101-411-7-1	COURTNEY PAINTER - ART SUPPLIES		30	0	04/30/2025	91667	30.45	10-1101-411-6-7
8216	10-2210-300-13	ASHLEE GOETTSCHE - TRAMA CONF		30	0	04/30/2025	91667	100.00	10-2210-300-13
8217	10-1520-332-1	RYAN HOPPER - AD MTG		30	0	04/30/2025	91667	65.10	10-1520-332
8218	10-2210-230-19	KAYLA GEBHARDT -TEACH VACANCY REIMB		30	0	04/30/2025	91667	956.25	10-2210-230-19
8219	10-2210-230-19	KAYLA GEBHARDT -TEACH VACANCY REIMB		30	0	04/30/2025	91667	765.00	10-2210-230-19
8219	10-2210-400-19	KAYLA GEBHARDT - TEACHER VACANCY SUP		30	0	04/30/2025	91667	200.00	10-2210-400-19
								$3,081.40	Payee Vendor Total
						Report Total		$3,081.40	

La Harpe CSD 347 Revenue Report

Report as of: 4/30/2025

Printed: 05/15/2025 8:41:48AM
La Harpe CSD 347

Education Fund 10
Source of Revenue 1000 General Levy

Account	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget	State Account Number
General Levy							
10-1110-01-1	EDUCATION-CURR.TAX LEVY	1,116,887.00	0.00	1,110,642.07	6,244.93	99.44	10-1110-01-1
10-1130-01-1	EDUCATION/LEASE LEVY	29,447.00	0.00	29,284.36	162.64	99.45	10-1130-01-1
10-1140-01-1	SPECIAL EDUC/LEVY	24,124.00	0.00	23,989.32	134.68	99.44	10-1140-01-1
10-1210-01-1	MOBILE HOME TAXES	400.00	0.00	0.00	400.00	0.00	10-1210-01-1
10-1230-1	CORP PERS PROP REPLACTAX	79,809.00	4,547.50	61,149.79	18,659.21	76.62	10-1230-1
10-1510-1	INTEREST ON INVESTMENTS	115,000.00	11,154.82	107,658.07	7,341.93	93.62	10-1510-1
10-1611-1	LUNCH SALES-PUPILS	1,000.00	151.20	2,831.50	(1,831.50)	283.15	10-1611-1
10-1711-4-1	ADMISSIONS- JRHBB	2,000.00	0.00	0.00	2,000.00	0.00	10-1711-4-1
10-1711-5-1	ADMISSIONS-JRHGB	2,000.00	0.00	0.00	2,000.00	0.00	10-1711-5-1
10-1711-6-1	ADMISSIONS-JRHGV	2,000.00	0.00	0.00	2,000.00	0.00	10-1711-6-1
10-1999-1	OTHER & JOHNSON ESTATE	170,000.00	50,406.27	187,635.67	(17,635.67)	110.37	10-1999-1
1000 General Levy		1,542,667.00	66,259.79	1,523,190.78	19,476.22	98.74	* Source of Revenue
Revenue From State Sources							
10-3001-1	GEN STATE AID	470,921.00	47,356.00	426,204.00	44,717.00	90.50	10-3001-1
10-3360-1	STATE FREE LUNCH	2,800.00	293.04	1,446.59	1,353.41	51.66	10-3360-1
10-3705-10	EARLY CHILDHOOD GRANT/2023-2024	10,078.00	0.00	10,078.00	0.00	100.00	10-3705-10
10-3705-11	EARLY CHILDHOOD GRANT/2024-2025	89,325.00	6,400.00	63,900.00	25,425.00	71.54	10-3705-11
10-3999-1	TEACHER VACANCY GRANT	193,658.00	21,419.00	186,423.00	7,235.00	96.26	10-3999-1
3000 Revenue From State Sources		766,782.00	75,468.04	688,051.59	78,730.41	89.73	* Source of Revenue
Revenue From Federal Sources							
10-4210-1	FEDERAL LUNCH	124,000.00	12,232.55	76,601.60	47,398.40	61.78	10-4210-1
10-4220-1	FEDERAL BREAKFAST	40,500.00	5,249.96	34,356.12	6,143.88	84.83	10-4220-1
10-4300-14	TITLE I/2023-2024	0.00	0.00	7,138.00	(7,138.00)	0.00	10-4300-14
10-4300-15	TITLE I/2024-2025	61,472.00	18,317.00	60,448.00	1,024.00	98.33	10-4300-15
10-4331-2	TITLE I SCHOOL IMPROVBEMENT	109,192.00	9,488.00	104,702.00	4,490.00	95.89	10-4331-2
10-4399-1	REAP	40,600.00	0.00	39,513.65	1,086.35	97.32	10-4399-1
10-4400-1	TITLE IV/SAFE & DRUG FREE	10,000.00	4,470.00	9,465.00	535.00	94.65	10-4400-1
10-4600-1	IDEA PRESCHOOL/SUBGRANT-FLOW THROUGH	2,368.00	846.00	3,321.00	(953.00)	140.24	10-4600-1
10-4620-1	IDEA SPECIAL ED-FLOW THROUGH	58,620.00	21,315.00	63,283.00	(4,663.00)	107.95	10-4620-1
10-4930-1	TITLE II	8,259.00	0.00	0.00	8,259.00	0.00	10-4930-1
10-4932-1	TITLE II/TCH QUAL.	0.00	0.00	15,247.00	(15,247.00)	0.00	10-4932-1
10-4991-1	MEDICAID ADM OUTREACH	10,280.62	0.00	2,351.46	7,929.16	22.87	10-4991-1
10-4992-1	MEDICAID/FEE FOR SERVICE	455.38	0.00	4,146.21	(3,690.83)	910.49	10-4992-1
4000 Revenue From Federal Sources		465,747.00	71,918.51	420,573.04	45,173.96	90.30	* Source of Revenue
10 Education Fund		2,775,196.00	213,646.34	2,631,815.41	143,380.59	94.83	Fund
General Levy							
20-1111-01-1	BLDG/CURR.TAX LEVY	304,794.00	0.00	302,891.27	1,902.73	99.38	20-1111-01-1

La Harpe CSD 347 Revenue Report

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Oper, Build, & Maint Fund 20
Source of Revenue 1000 General Levy

Account	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget	State Account Number
20-1210-01-1	MOBILE HOME TAXES	100.00	0.00	0.00	100.00	0.00	20-1210-01-1
20-1510-1	OBM-INT.ON INVENSTMENT	10.00	0.00	0.00	10.00	0.00	20-1510-1
20-1999-1	OBM/OTHER & JOHNSON EST.	255,000.00	120,000.00	245,000.00	10,000.00	96.08	20-1999-1
1000 General Levy		559,904.00	120,000.00	547,891.27	12,012.73	97.85	* Source of Revenue
Revenue From State Sources							
20-3001-1	GEN STATE AID	50,000.00	0.00	0.00	50,000.00	0.00	20-3001-1
20-3925-1	OBM/SCH INFRASTRUCTURE/MAINT PROJ	50,000.00	0.00	0.00	50,000.00	0.00	20-3925-1
3000 Revenue From State Sources		100,000.00	0.00	0.00	100,000.00	0.00	* Source of Revenue
20 Oper, Build, & Maint Fund		659,904.00	120,000.00	547,891.27	112,012.73	83.03	Fund
General Levy							
30-1112-01-1	DEBT SERVICE/CURR.TAX LEVY	223,680.00	0.00	222,428.10	1,251.90	99.44	30-1112-01-1
30-1210-01-1	MOBILE HOME TAXES	90.00	0.00	0.00	90.00	0.00	30-1210-01-1
30-1510-1	DEBT SERVICES/INT.ON INVEST	10.00	0.00	0.00	10.00	0.00	30-1510-1
1000 General Levy		223,780.00	0.00	222,428.10	1,351.90	99.40	* Source of Revenue
30 Debt Service Fund or Fund Group		223,780.00	0.00	222,428.10	1,351.90	99.40	Fund
General Levy							
40-1113-01-1	TRANSPORTATION/CURR.TAX LEVY	71,173.00	0.00	70,776.44	396.56	99.44	40-1113-01-1
40-1210-01-1	MOBILE HOME TAXES	25.00	0.00	0.00	25.00	0.00	40-1210-01-1
40-1510-1	TRANSP/INT. ON INVEST.	10.00	0.00	0.00	10.00	0.00	40-1510-1
40-1999-1	TRANSP./OTHER & JOHNSON	35,000.00	35,000.00	36,100.00	(1,100.00)	103.14	40-1999-1
1000 General Levy		106,208.00	35,000.00	106,876.44	(668.44)	100.63	* Source of Revenue
Revenue From State Sources							
40-3500-1	TRANSP.-REGULAR	86,500.00	10,327.56	30,992.70	55,507.30	35.83	40-3500-1
40-3510-1	TRANSP/SPEC ED	73,264.04	16,243.79	49,155.97	24,108.07	67.09	40-3510-1
3000 Revenue From State Sources		159,764.04	26,571.35	80,148.67	79,615.37	50.17	* Source of Revenue
Sources of Funds							
40-7130-1	TRANSFER AMONG FUNDS	0.00	0.00	138,000.00	(138,000.00)	0.00	40-7130-1
7000 Sources of Funds		0.00	0.00	138,000.00	(138,000.00)	0.00	* Source of Revenue
40 Transportation Fund		265,972.04	61,571.35	325,025.11	(59,053.07)	122.20	Fund
General Levy							
50-1114-01-1	IMRF/CURR.TAX LEVY	73,060.00	0.00	72,652.82	407.18	99.44	50-1114-01-1
50-1150-01-1	FICA-MED.ONLY/CURR.TAX LEVY	63,538.00	0.00	63,183.60	354.40	99.44	50-1150-01-1
50-1210-01-1	MOBILE HOME TAXES	50.00	0.00	0.00	50.00	0.00	50-1210-01-1
50-1510-1	IMRF/INT.ON INVEST.	10.00	0.00	0.00	10.00	0.00	50-1510-1

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I.M.R.F./Soc. Sec. Fund 50
Source of Revenue 1000 General Levy

Account	Description		Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget	State Account Number
1000	**General Levy**		136,658.00	0.00	135,836.42	821.58	99.40	* Source of Revenue
Revenue From State Sources								
50-3001-1		IMRF/SS GEN STATE AID	30,000.00	0.00	0.00	30,000.00	0.00	50-3001-1
3000	**Revenue From State Sources**		30,000.00	0.00	0.00	30,000.00	0.00	* Source of Revenue
50	**I.M.R.F./Soc. Sec. Fund**		166,658.00	0.00	135,836.42	30,821.58	81.51	Fund
General Levy								
70-1115-01-1		WORKING CASH/CURR.TAX LEVY	30,459.00	0.00	30,291.36	167.64	99.45	70-1115-01-1
70-1210-01-1		MOBILE HOME TAXES	10.00	0.00	0.00	10.00	0.00	70-1210-01-1
70-1510-1		WORK. CASH-INT. ON INVES	10.00	0.00	0.00	10.00	0.00	70-1510-1
1000	**General Levy**		30,479.00	0.00	30,291.36	187.64	99.38	* Source of Revenue
70	**Working Cash Fund**		30,479.00	0.00	30,291.36	187.64	99.38	Fund
General Levy								
80-1120-01-1		TORT IMMUNITY/CURR.TAX LEVY	194,461.00	0.00	193,373.70	1,087.30	99.44	80-1120-01-1
80-1210-01-1		MOBILE HOME TAXES	70.00	0.00	0.00	70.00	0.00	80-1210-01-1
80-1510-1		TORT IMMUNITY/INT ON INVEST.	80.00	0.00	0.00	80.00	0.00	80-1510-1
1000	**General Levy**		194,611.00	0.00	193,373.70	1,237.30	99.36	* Source of Revenue
80	**Tort Immunity and Judgment Fund**		194,611.00	0.00	193,373.70	1,237.30	99.36	Fund
General Levy								
90-1118-01-1		FIRE PREV/SFTY/ENRGY-CURR.TAX LEVY	30,465.00	0.00	30,296.48	168.52	99.45	90-1118-01-1
90-1210-01-1		MOBILE HOME TAXES	10.00	0.00	0.00	10.00	0.00	90-1210-01-1
90-1510-1		FIRE PREV/INT ON INVEST.	10.00	0.00	0.00	10.00	0.00	90-1510-1
1000	**General Levy**		30,485.00	0.00	30,296.48	188.52	99.38	* Source of Revenue
90	**Capital Improvement Fund**		30,485.00	0.00	30,296.48	188.52	99.38	Fund
		Report Total:	4,347,085.04	395,217.69	4,116,957.85	230,127.19	94.71	

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Education Fund 10
Function 1000 Instruction

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
Instruction							
10-1101-110-1	ELEM/JRH TCH SALARIES	545,000.00	44,956.84	450,164.04	94,835.96	82.60	10-1101-110
10-1101-115-1	ELEM/JRH CLRM CLERKS & AIDES	132,000.00	8,744.90	93,330.47	38,669.53	70.70	10-1101-115
10-1101-120-1	ELEM-JRH SUB TCH	25,000.00	3,437.50	25,179.50	(179.50)	100.72	10-1101-120
10-1101-125-1	ELEM-JRH SUB CLERKS & AIDES	15,000.00	2,828.75	12,096.65	2,903.35	80.64	10-1101-125
10.1101.211.1	ELEM/JRH TCH SALARIES (38B)	10,000.00	722.57	8,588.97	1,411.03	85.89	10-1101-211
10.1101.212.1	ELEM/JRH TCH SALARIES (51B)	5,000.00	275.26	2,701.67	2,298.33	54.03	10-1101-212
10-1101-217-1	CONTINUED EDUC. REIMB.	1,000.00	(100.00)	0.00	1,000.00	0.00	10-1101-217
10-1101-220-1	ELEM-JRH/INS BENEFITS	215,000.00	15,422.24	149,599.12	65,400.88	69.58	10-1101-220
10-1101-300-1	ELEM PURCH SERVICES	0.00	0.00	159.00	(159.00)	0.00	10-1101-300
10-1101-314-14	CLASS REIMBURSEMENT - TITLE I VACANCY GRANT	6,900.00	0.00	6,881.70	18.30	99.73	10-1101-314-14
10-1101-410-1	ELEM/GENERAL SUPL	40,000.00	1,722.04	21,930.19	18,069.81	54.83	10-1101-410
10-1101-410-14	SUPPLIES - TITLE I VACANCY GRANT	0.00	0.00	453.17	(453.17)	0.00	10-1101-410-14
10-1101-410-15	SUPPLIES - TITLE I VACANCY GRANT	0.00	0.00	(219.77)	219.77	0.00	10-1101-410-15
10-1101-410-0-1	KINDG. SUPPLIES	0.00	0.00	3,190.30	(3,190.30)	0.00	10-1101-410-8
10-1101-411-14	SUPPLIES - TITLE I SCHOOL IMPROVEMENT	4,300.00	0.00	1,405.92	2,894.08	32.70	10-1101-411-14
10-1101-411-15	SUPPLIES - TITLE I SCHOOL IMPROVEMENT	0.00	0.00	4,827.27	(4,827.27)	0.00	10-1101-411-15
10-1101-411-17	TITLE I SCHOOL IMPROVEMENT SUPPLIES	5,400.00	387.86	5,649.70	(249.70)	104.62	10-1101-411-17
10-1101-411-21	TITLE IV STEAM SUPPLIES	5,500.00	0.00	4,219.76	1,280.24	76.72	10-1101-411-21
10-1101-411-2-1	SCIENCE 6-7-8	0.00	437.36	1,335.51	(1,335.51)	0.00	10-1101-411-6-2
10-1101-411-3-1	SOCIAL STUDIES 6-7-8	0.00	0.00	736.24	(736.24)	0.00	10-1101-411-6-3
10-1101-411-6-1	PE & HEALTH SUPL	3,000.00	697.69	3,569.75	(569.75)	118.99	10-1101-411-6-6
10-1101-411-7-1	ART SUPPLIES/ ELEM - JRH	1,500.00	607.00	1,035.56	464.44	69.04	10-1101-411-6-7
10-1101-411-9-1	JRH BAND & CHORAL MUSIC	1,500.00	145.25	875.03	624.97	58.34	10-1101-411-6-9
10-1101-411-8-1	ACTIVITY FUND PURCH.	1,000.00	573.64	3,372.82	(2,372.82)	337.28	10-1101-411-8
10-1101-413-1	BAND REPAIRS & SUPL	1,000.00	0.00	790.55	209.45	79.06	10-1101-413
10-1110-411-2-1	SCIENCE 6-7-8	0.00	(512.59)	(512.59)	512.59	0.00	10-1110-411-6-2
10-1125-255-100-11	PRESCH/TRANSP	0.00	0.00	36.18	(36.18)	0.00	10-1125-100-7-11
10-1125-100-110-10	PRE K/TCH SALARY 2023-2024	8,915.00	0.00	8,913.18	1.82	99.98	10-1125-110-7-10
10-1125-100-110-11	PRESCH TCH SAL./2024-2025	55,000.00	4,581.00	36,898.00	18,102.00	67.09	10-1125-110-7-11
10-1125-100-115-10	PRE K/AIDE SALARY 2023-2024	3,150.00	0.00	3,132.50	17.50	99.44	10-1125-115-7-10
10-1125-100-115-11	PRESCH/AIDE SAL. 2024-2025	19,750.00	2,703.47	15,829.34	3,920.66	80.15	10-1125-115-7-11
10-1125-100-122-10	PRESCH-SUB/TCH	1,500.00	0.00	125.00	1,375.00	8.33	10-1125-122-7-10
10-1125-100-126-10	PRESCH-SUB CLERK	1,100.00	0.00	0.00	1,100.00	0.00	10-1125-126-7-10
10.1125.211.100.10	PRE K/TCH SALARY 2023-24 (38B	1,000.00	0.00	140.76	859.24	14.08	10-1125-211-7-10
10.1125.211.100.11	PRESCH TCH SAL./2024-2025 (388	200.00	71.92	579.27	(379.27)	289.64	10-1125-211-7-11
10.1125.212.100.10	PRE K/TCH SALARY 2023-24 (51B	300.00	0.00	52.41	247.59	17.47	10-1125-212-7-10

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Education Fund 10
Function 1000 Instruction

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
10.1125.212.100.11	PRESCH TCH SAL./2024-2025 (51B	100.00	26.56	213.94	(113.94)	213.94	10-1125-212-7-11
10-1125-100-220-10	PRE SCH AT RISK/INSURANCE	1,915.00	0.00	1,911.54	3.46	99.82	10-1125-220-7-10
10-1125-100-220-11	PRESCH/INS BENEFIT	13,710.00	1,139.72	8,915.60	4,794.40	65.03	10-1125-220-7-11
10-1125-254-410-10	PRESCH/PLAYGROUND	1,000.00	0.00	0.00	1,000.00	0.00	10-1125-400-7-10
10-1125-256-400-11	PRESCH/FOOD SERV	1,000.00	25.29	1,036.94	(36.94)	103.69	10-1125-400-7-11
10-1125-100-410-10	PRE K AT RISK/SUPPLIES	2,500.00	0.00	5,417.51	(2,917.51)	216.70	10-1125-410-7-10
10-1125-100-410-11	PRESCH/TCH SUPL	0.00	177.98	1,904.75	(1,904.75)	0.00	10-1125-410-7-11
10-1205-110-1	SPEC ED-TCH SAL.	140,000.00	11,062.67	109,971.16	30,028.84	78.55	10-1205-110
10-1205-113-1	SPEC.ED./HOMEBOUND TUTORING	500.00	0.00	0.00	500.00	0.00	10-1205-113
10-1205-115-1	SPEC ED-CLERK SAL.	90,000.00	7,219.77	65,980.73	24,019.27	73.31	10-1205-115
10.1205.211.1	SPEC ED-TCH SAL. (38B)	1,500.00	108.92	1,025.12	474.88	68.34	10-1205-211
10.1205.212.1	SPEC ED-TCH SAL. (51B)	500.00	40.24	400.74	99.26	80.15	10-1205-212
10-1205-220-1	SPEC ED-BENE/INS.	56,000.00	4,433.14	42,744.76	13,255.24	76.33	10-1205-220
10-1205-300-1	SPEC ED/CONTRACTED SERV	0.00	0.00	386.81	(386.81)	0.00	10-1205-300
10-1205-410-1-1	SUPPLIES-ELEM	2,000.00	0.00	417.75	1,582.25	20.89	10-1205-410-09
10-1205-410-2-1	SUPPLIES-JR HIGH	2,000.00	236.20	1,891.25	108.75	94.56	10-1205-410-2
10-1205-410-4-1	ARRA IDEA PART B FLOW THROUGH	58,620.00	7,105.00	56,840.00	1,780.00	96.96	10-1205-410-4
10-1205-410-3-1	ARRA IDEA PART B PRESCH	2,368.00	282.00	2,256.00	112.00	95.27	10-1205-410-7-3
10-1250-100-110-14	TITLE I SALARIES 2023-24	10,166.00	0.00	10,166.82	(0.82)	100.01	10-1250-110-14
10.1250.211.300.14	COMM SERV/RDG NIGHT-SAL (388B)	1,906.00	0.00	159.64	1,746.36	8.38	10-1250-211-14
10-1250-100-211-14	TITLE I/TRS - 10.60%	2,674.00	0.00	0.00	2,674.00	0.00	10-1250-211-14
10-1250-110-211-14	THIS/TCH BENEFIT	100.00	0.00	0.00	100.00	0.00	10-1250-211-14
10.1250.212.100.14	TITLE I SALARIES 2023-24 (51B	500.00	0.00	58.96	441.04	11.79	10-1250-212-14
10-1250-110-212-14	TRS/NEC	100.00	0.00	0.00	100.00	0.00	10-1250-212-14
10.1250.220.300.14	COMM SERV/RDG NIGHT-SAL (46B)	2,000.00	0.00	1,906.92	93.08	95.35	10-1250-220-14
10-1250-100-410-14	TITLE I/SUPL	0.00	0.00	142.79	(142.79)	0.00	10-1250-410-14
10-1255-100-110-15	TITLE I-SALARIES/2024-25	64,661.00	5,388.42	43,107.36	21,553.64	66.67	10-1255-110-15
10.1255.211.300.15	COMM SERV/RD NIGHT - SAL (388B	0.00	84.60	676.80	(676.80)	0.00	10-1255-211-15
10-1255-100-211-15	TITLE I/TRS-10.34%	3,000.00	0.00	0.00	3,000.00	0.00	10-1255-211-15
10.1255.212.100.15	TITLE I-SALARIES/2024-25 (51B)	100.00	31.26	250.08	(150.08)	250.08	10-1255-212-15
10.1255.220.300.15	COMM SERV/RD NIGHT - SAL (46B)	0.00	1,134.10	8,892.16	(8,892.16)	0.00	10-1255-220-15
10-1255-100-220-15	TITLE I-INS BENEFITS	13,675.00	0.00	0.00	13,675.00	0.00	10-1255-220-15
10-1255-221-300-15	TITLE I-IMPROV.INST	0.00	0.00	4,325.00	(4,325.00)	0.00	10-1255-300-15
10-1255-300-300-15	TITLE I/COM SERV-PURCH SER	0.00	0.00	499.00	(499.00)	0.00	10-1255-300-15
10-1255-100-310-15	TITLE I/SOFTWARE	6,500.00	0.00	0.00	6,500.00	0.00	10-1255-310-15
10-1255-312-15	TITLE I-SCHOOL IMPROVE PD	0.00	1,377.57	1,377.57	(1,377.57)	0.00	10-1255-312-15
10-1255-290-400-15	TITLE I/HOMELESS	2,656.00	0.00	2,410.84	245.16	90.77	10-1255-400-15
10-1255-100-410-15	TITLE I-SUPPLIES	20,000.00	0.00	11,965.71	8,034.29	59.83	10-1255-410-15
10-1400-110-1	TECH SALARIES	12,000.00	765.00	8,225.00	3,775.00	68.54	10-1400-110
10-1408-300-1	TECH/PURCH. SERVICES	5,000.00	0.00	0.00	5,000.00	0.00	10-1408-300
10-1408-410-1	TECH.SUPPLIES	3,000.00	46.76	1,828.84	1,171.16	60.96	10-1408-410

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Education Fund 10
Function 1000 Instruction

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
10-1408-411-1	TECH/SUPPORT,LIC-AGRMT	45,000.00	2,183.42	32,116.66	12,883.34	71.37	10-1408-411
10-1408-412-1	TECH/SOFTWARE	4,500.00	0.00	4,866.58	(366.58)	108.15	10-1408-412
10-1408-414-1	REAP/2022	200.00	0.00	0.00	200.00	0.00	10-1408-414
10-1408-415-1	REAP/2023	14,708.00	0.00	12,364.81	2,343.19	84.07	10-1408-415
10-1408-416-1	REAP/2024	18,373.00	2,343.97	17,186.93	1,186.07	93.54	10-1408-416
10-1510-410-1	ATHLETIC BOOSTER /PURCH.	3,000.00	0.00	486.00	2,514.00	16.20	10-1510-410
10-1520-110-1	JRH ATHLETIC SALARY	29,150.00	589.74	30,509.52	(1,359.52)	104.66	10-1520-110
10.1520.211.1	JRH ATHLETIC SALARY (38B)	500.00	9.24	349.78	150.22	69.96	10-1520-211
10.1520.212.1	JRH ATHLETIC SALARY (51B)	500.00	3.42	70.17	429.83	14.03	10-1520-212
10.1520.220.1	JRH ATHLETIC SALARY (46B)	2,500.00	103.44	3,176.50	(676.50)	127.06	10-1520-220
10-1520-332-1	JRH-TRAVEL	500.00	65.10	261.76	238.24	52.35	10-1520-332
10-1520-410-1	JRH GIRLS BSKT	1,200.00	0.00	4,153.77	(2,953.77)	346.15	10-1520-410
10-1520-411-1	JRH GIRLS VOLLEYBALL	1,800.00	0.00	2,056.78	(256.78)	114.27	10-1520-411
10-1520-412-1	JRH BOYS BASEBALL	3,000.00	86.96	2,478.96	521.04	82.63	10-1520-412
10-1520-413-1	JRH BOYS BASKETBALL	2,000.00	0.00	4,233.60	(2,233.60)	211.68	10-1520-413-1
10-1520-600-1	JRH - OTHER EXPENSES	4,500.00	0.00	(45.00)	4,545.00	-1.00	10-1520-600
1000 Instruction		1,762,197.00	133,773.19	1,378,642.08	383,554.92	78.23	* Function
Support Services							
10-2110-300-1	SOCIAL WORKER PURCH SERV	25,500.00	3,366.00	26,928.00	(1,428.00)	105.60	10-2110-300
10-2120-110-1	COUNSELOR-TCH SALARY	45,000.00	3,726.17	37,187.82	7,812.18	82.64	10-2120-110
10-2120-110-212-1	TRS/NEC	700.00	0.00	0.00	700.00	0.00	10-2120-110
10-2120-110-211-1	TRS/THIS BENEFIT	700.00	58.51	583.89	116.11	83.41	10-2120-211
10.2120.212.1	COUNSELOR-TCH SALARY (51B)	300.00	21.61	215.75	84.25	71.92	10-2120-212
10-2120-220-1	COUNSELOR-BENE/INS.	14,000.00	1,061.85	10,499.77	3,500.23	75.00	10-2120-220
10-2120-332-1	COUNSELOR-TRAVEL	500.00	0.00	0.00	500.00	0.00	10-2120-332
10-2120-410-1	COUNSELOR-SUPPLIES	500.00	0.00	0.00	500.00	0.00	10-2120-410
10-2130-300-1	HEALTH SERVICES	2,500.00	98.00	1,756.00	744.00	70.24	10-2130-300
10-2130-410-1	SCH.HEALTH SUPPLIES	2,000.00	0.00	446.37	1,553.63	22.32	10-2130-410
10-2140-300-1	PSYCHOLOGICAL/PURCH SERV	10,000.00	1,500.00	4,750.00	5,250.00	47.50	10-2140-300
10-2140-410-1	PSYCH.-SUPPLIES	500.00	0.00	0.00	500.00	0.00	10-2140-410
10-2150-110-1	SPEECH-TEACHERS SALARY	27,500.00	2,289.42	18,315.36	9,184.64	66.60	10-2150-110
10.2150.211.1	SPEECH-TEACHERS SALARY (38B)	300.00	35.94	287.52	12.48	95.84	10-2150-211
10.2150.212.1	SPEECH-TEACHERS SALARY (51B)	300.00	13.28	106.22	193.78	35.41	10-2150-212
10-2150-300-1	SPEECH-PURCHASED SERVICES	22,781.00	0.00	22,781.00	0.00	100.00	10-2150-300
10-2150-410-1	SPEECH-SUPPLIES	1,500.00	0.00	292.90	1,207.10	19.53	10-2150-410
10-2210-100-2-1	TITLE II (4932)STIPENDS	0.00	0.00	450.00	(450.00)	0.00	10-2210-100-12
10-2210-100-15	TITLE I SIP STIPENDS	14,400.00	2,520.00	9,000.00	5,400.00	62.50	10-2210-100-17
10.2210.211.2.1	TITLE II (4932)STIPENDS (388B)	0.00	0.00	7.08	(7.08)	0.00	10-2210-211-12
10.2210.211.15	TITLE I SIP STIPENDS (388B)	1,000.00	0.00	66.72	933.28	6.67	10-2210-211-15
10.2210.211.17	TITLE I SIP STIPENDS (388B)	0.00	285.82	919.50	(919.50)	0.00	10-2210-211-17
10.2210.212.2.1	TITLE II (4932)STIPENDS (51B)	0.00	0.00	2.61	(2.61)	0.00	10-2210-212-12

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Education Fund 10
Function 2000 Support Services

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
10.2210.212.15	TITLE I SIP STIPENDS (35B)	1,000.00	0.00	3.68	996.32	0.37	10-2210-212-15
10.2210.212.17	TITLE I SIP STIPENDS (35B)	0.00	13.93	47.03	(47.03)	0.00	10-2210-212-17
10.2210.220.2.1	TITLE II (4932)STIPENDS (46B)	0.00	0.00	112.23	(112.23)	0.00	10-2210-220-12
10.2210.220.15	TITLE I SIP STIPENDS (46B)	1,000.00	0.00	129.14	870.86	12.91	10-2210-220-15
10.2210.220.17	TITLE I SIP STIPENDS (46B)	0.00	653.03	2,148.10	(2,148.10)	0.00	10-2210-220-17
10-2210-221-2-1	TITLE II/(4932)IMPROV INSTRUC	0.00	0.00	6,817.72	(6,817.72)	0.00	10-2210-221-12
10-2210-221-15	TITLE I TITLE REIMBURSEMENT	2,500.00	0.00	0.00	2,500.00	0.00	10-2210-221-15
10-2210-230-13	TITLE II TUITION REIMBURSEMENT	0.00	(1,056.25)	100.00	(100.00)	0.00	10-2210-230-13
10-2210-230-19	TEACHER VACANCY TUITION REIMBURSEMENT	19,900.00	2,877.50	9,831.91	10,068.09	49.41	10-2210-230-19
10-2210-300-13	TITLE II PROFESSIONAL DEVELOPMENT	3,259.00	661.40	4,993.72	(1,734.72)	153.23	10-2210-300-13
10-2210-300-15	TITLE I PROFESSIONAL DEVELOPMENT	3,000.00	0.00	3,448.40	(448.40)	114.95	10-2210-300-15
10-2210-300-21	TITLE IV SCHOOL SAFETY	2,000.00	0.00	375.68	1,624.32	18.78	10-2210-300-21
10-2210-400-13	TITLE II (4932) SUPL	2,500.00	0.00	0.00	2,500.00	0.00	10-2210-400-13
10-2210-400-17	TITLE I SIP SUPPLIES	1,000.00	13,631.40	20,413.35	(19,413.35)	2,041.34	10-2210-400-17
10-2210-400-19	TEACHER VACANCY SUPPLIES	5,966.00	200.00	1,477.62	4,488.38	24.77	10-2210-400-19
10-2210-400-4-1	TITLE IV-(4400) SUPPLIES	0.00	(444.25)	181.58	(181.58)	0.00	10-2210-400-20
10-2210-400-21	TITLE IV SUPPLIES	1,500.00	1,276.21	3,822.08	(2,322.08)	254.81	10-2210-400-21
10-2220-110-1	LIBRARY - SALARY	28,000.00	2,234.75	22,096.10	5,903.90	78.91	10-2220-110
10-2220-220-1	LIBRARY-BENE/INS	14,000.00	1,134.10	10,799.08	3,200.92	77.14	10-2220-220
10-2220-410-1	LIBRARY SUPPLIES	500.00	0.00	1,114.55	(614.55)	222.91	10-2220-410
10-2220-430-1	LIBRARY BOOKS	3,500.00	57.02	3,954.87	(454.87)	113.00	10-2220-430
10-2220-432-1	A/V MATERIALS	500.00	0.00	0.00	500.00	0.00	10-2220-432
10-2230-300-15	ASSESSMENTS - TITLE I	1,400.00	0.00	0.00	1,400.00	0.00	10-2230-300-15
10-2310-310-1	BD OF EDUC-PURCH SERV.	10,000.00	2,707.67	17,510.85	(7,510.85)	175.11	10-2310-310
10-2310-318-1	BD OF EDUC.-LEGAL	15,000.00	315.00	1,261.50	13,738.50	8.41	10-2310-318
10-2310-319-1	BANK & WIRE CHGS.	100.00	0.00	0.00	100.00	0.00	10-2310-319
10-2310-332-1	BD OF ED-TRAVEL	500.00	0.00	3,075.66	(2,575.66)	615.13	10-2310-332
10-2310-340-1	BD OF EDUC.-POSTAGE	1,500.00	9.20	585.55	914.45	39.04	10-2310-334
10-2310-350-1	ADVERTISING	3,000.00	181.83	1,558.04	1,441.96	51.93	10-2310-350
10-2310-410-1	SUPPLIES	20,000.00	533.98	14,525.59	5,474.41	72.63	10-2310-410
10-2310-540-1	BD OF EDUC-CAP.OUTLAY	2,000.00	0.00	0.00	2,000.00	0.00	10-2310-540
10-2310-610-1	MISC /OTHER	1,500.00	(0.04)	(1,763.23)	3,263.23	-117.55	10-2310-610
10-2310-640-1	DUES & FEES	3,000.00	0.00	755.00	2,245.00	25.17	10-2310-640
10-2310-690-1	MISC-CONVENTION	7,000.00	0.00	2,824.33	4,175.67	40.35	10-2310-690
10-2320-110-1	SUPT SALARY	118,000.00	10,920.00	109,200.00	8,800.00	92.54	10-2320-110
10-2320-115-1	SUPT SECY/CO-OP STU	34,000.00	2,640.00	30,118.16	3,881.84	88.58	10-2320-115
10.2320.211.1	SUPT SALARY (39B)	2,500.00	171.44	1,714.40	785.60	68.58	10-2320-211
10.2320.212.1	SUPT SALARY (35B)	1,000.00	63.34	633.40	366.60	63.34	10-2320-212
10-2320-220-1	EMPL.BENE/INS	14,200.00	15.36	7,578.02	6,621.98	53.37	10-2320-220

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Education Fund 10
Function 2000 Support Services

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
10-2320-332-1	TRAVEL	1,000.00	0.00	0.00	1,000.00	0.00	10-2320-332
10-2320-340-1	POSTAGE	500.00	0.00	161.05	338.95	32.21	10-2320-340
10-2320-410-1	OFFICE SUPL./SUBSCRIP	900.00	0.00	0.00	900.00	0.00	10-2320-410
10-2320-540-1	CAPITAL OUTLAY	500.00	0.00	0.00	500.00	0.00	10-2320-540
10-2320-640-1	DUES & FEES	1,200.00	0.00	1,008.00	192.00	84.00	10-2320-640
10-2410-110-1	ELEM.PRINC.-SALARY	65,000.00	5,416.67	54,166.66	10,833.34	83.33	10-2410-110
10-2410-115-1	ELEM SEC.-SALARY	31,000.00	2,251.03	22,817.19	8,182.81	73.60	10-2410-115
10.2410.211.1	ELEM.PRINC.-SALARY (39B)	2,000.00	85.06	850.57	1,149.43	42.53	10-2410-211
10.2410.212.1	ELEM.PRINC.-SALARY (35B)	1,000.00	31.42	314.24	685.76	31.42	10-2410-212
10.2410.220.1	ELEM.PRINC.-SALARY (46B)	20,000.00	2,050.02	19,367.08	632.92	96.84	10-2410-220
10-2410-600-1	OTHER MISC. EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00	10-2410-300
10-2410-332-1	ELEM.PRINC.-TRAVEL	300.00	0.00	979.71	(679.71)	326.57	10-2410-332
10-2410-410-1	ELEM.OFFICE SUPPLIES	4,000.00	704.92	3,690.53	309.47	92.26	10-2410-410
10-2410-640-1	ELEM.PRINC.-DUES & FEES	700.00	0.00	0.00	700.00	0.00	10-2410-640
10-2510-110-1	SALARY-BOOKKEEPER	66,800.00	5,250.00	54,915.00	11,885.00	82.21	10-2510-110
10-2510-220-1	EMPLOYEE BENE INS	13,675.00	1,134.10	10,727.98	2,947.02	78.45	10-2510-220
10-2510-332-1	TRAVEL	0.00	0.00	32.27	(32.27)	0.00	10-2510-332
10-2510-652-1	BOOKKEEPER FIDELITY BOND	1,000.00	0.00	935.00	65.00	93.50	10-2510-652
10-2520-300-1	FISCAL SERVICES/AUDIT	14,570.00	0.00	14,750.00	(180.00)	101.24	10-2520-300
10-2540-340-1	UTIL-TELEPHONE	8,200.00	654.30	6,523.63	1,676.37	79.56	10-2540-340
10-2540-410-21	TITLE IV SCHOOL SAFETY SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	10-2540-410-21
10-2560-110-1	CAFETERIA SALARIES	70,000.00	5,766.70	57,082.06	12,917.94	81.55	10-2560-110
10-2560-220-1	EMPLOYEE BENE INS	42,000.00	3,402.30	32,409.32	9,590.68	77.17	10-2560-220
10-2560-300-1	CAFETERIA/PURCH.SERVICES	3,000.00	375.00	4,297.70	(1,297.70)	143.26	10-2560-300
10-2560-323-1	REPAIRS/MAINTENANCE	1,000.00	0.00	149.50	850.50	14.95	10-2560-323
10-2560-332-1	TRAVEL	500.00	0.00	784.00	(284.00)	156.80	10-2560-332
10-2560-410-1	SUPL.-OTHER(NON FOOD)	4,000.00	643.08	9,386.49	(5,386.49)	234.66	10-2560-410
10-2560-411-1	SUPPLIES-FOOD ITEMS	82,000.00	9,620.43	62,117.66	19,882.34	75.75	10-2560-411
10-2560-540-1	CAPITAL OUTLAY	0.00	0.00	12,901.00	(12,901.00)	0.00	10-2560-540
10-2560-600-1	MISC OTHER EXPENSES	1,000.00	0.00	770.00	230.00	77.00	10-2560-600
10-2660-600-1	DATA PROC./COPIER RENTAL	15,000.00	1,082.36	12,504.62	2,495.38	83.36	10-2660-600
2000 Support Services		947,651.00	92,240.61	799,681.88	147,969.12	84.39	* Function
Community Services							
10-3000-100-400-15	TITLE I/COMM SERV/READ NIGHT SUPPLIES	500.00	0.00	1,104.59	(604.59)	220.92	10-3000-400-15-15
3000 Community Services		500.00	0.00	1,104.59	(604.59)	220.92	* Function
Nonprogrammed Charges							
10-4120-320-1	TUITION PMTS-WCISEC	50,000.00	20,618.49	48,288.81	1,711.19	96.58	10-4120-320
10-4120-330-1	TUITION PYMTS/OTHER DIST	2,200.00	0.00	840.00	1,360.00	38.18	10-4120-330
4000 Nonprogrammed Charges		52,200.00	20,618.49	49,128.81	3,071.19	94.12	* Function

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Education Fund 10
Function 4000 Nonprogrammed Charges

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
10	**Education Fund**	2,762,548.00	246,632.29	2,228,557.36	533,990.64	80.67	Fund
Support Services							
20-2540-110-1	OBM-REG.SALARIES	135,000.00	11,131.50	146,473.47	(11,473.47)	108.50	20-2540-110
20.2540.211.1	OBM-REG.SALARIES (388B)	400.00	0.00	0.00	400.00	0.00	20-2540-211
20.2540.212.1	OBM-REG.SALARIES (51B)	100.00	0.00	0.00	100.00	0.00	20-2540-212
20-2540-220-1	OBM-BENE/INS.	27,500.00	3,402.30	31,548.52	(4,048.52)	114.72	20-2540-220
20-2540-300-1	PURCHASED SERVICES	70,000.00	13,536.32	60,336.20	9,663.80	86.19	20-2540-300
20-2540-321-1	UTIL.-HEATING	20,000.00	2,835.51	12,040.93	7,959.07	60.20	20-2540-321
20-2540-326-1	EQUIP.REPAIR EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00	20-2540-326
20-2540-327-1	OBM/UTIL-ELECTRIC	75,000.00	2,926.10	59,309.78	15,690.22	79.08	20-2540-327
20-2540-328-1	OBM/UTIL-WATER & SEWAGE	10,000.00	710.93	7,040.00	2,960.00	70.40	20-2540-328
20-2540-332-1	TRAVEL	1,000.00	0.00	490.86	509.14	49.09	20-2540-332
20-2540-334-1	UNIT TRUCK EXPENSE	500.00	0.00	0.00	500.00	0.00	20-2540-334
20-2540-410-1	OBM-CUSTODIAL SUPPLIES	20,000.00	1,429.20	8,168.11	11,831.89	40.84	20-2540-410
20-2540-411-1	REPAIRS/MAINT SUPPLIES	30,000.00	5,766.73	26,744.25	3,255.75	89.15	20-2540-411
20-2540-540-1	OBM-CAPITAL OUTLAY	28,890.00	0.00	128,224.32	(99,334.32)	443.84	20-2540-540
20-2540-540-8	OBM-CAP PROJECT	260,992.00	0.00	160,991.50	100,000.50	61.68	20-2540-540-8
20-2540-600-1	OBM-OTHER EXP.	2,000.00	0.00	70.00	1,930.00	3.50	20-2540-600
2000	**Support Services**	684,382.00	41,738.59	641,437.94	42,944.06	93.73	* Function
20	**Oper, Build, & Maint Fund**	684,382.00	41,738.59	641,437.94	42,944.06	93.73	Fund
Debt Services							
30-5200-621-1	DEBT SERVICE-INT EXPENSE/LONG TERM	27,447.60	0.00	14,517.60	12,930.00	52.89	30-5200-621
30-5300-650-1	DEBT SERVICES-PRINCIPAL LONG TERM	189,000.00	0.00	189,000.00	0.00	100.00	30-5300-650
30-5400-655-1	DEBT SERVICE-OTHER (AGENT FEE)	500.00	0.00	500.00	0.00	100.00	30-5400-655
5000	**Debt Services**	216,947.60	0.00	204,017.60	12,930.00	94.04	* Function
30	**Debt Service Fund or Fund Group**	216,947.60	0.00	204,017.60	12,930.00	94.04	Fund
Support Services							
40-2550-110-1	TRANSP-REG. SALARY	120,000.00	9,365.96	95,577.49	24,422.51	79.65	40-2550-110
40.2550.211.1	TRANSP-REG. SALARY (388B)	0.00	5.31	44.34	(44.34)	0.00	40-2550-211
40.2550.212.1	TRANSP-REG. SALARY (51B)	0.00	1.96	16.34	(16.34)	0.00	40-2550-212
40-2550-220-1	TRANSP-BENE/INS.	14,000.00	1,199.99	11,285.69	2,714.31	80.61	40-2550-220
40-2550-300-1	LABOR REPAIR/PARTS	8,000.00	1,359.63	8,778.46	(778.46)	109.73	40-2550-300
40-2550-310-1	HEALTH SERVICES	1,100.00	230.00	961.00	139.00	87.36	40-2550-310
40-2550-315-1	TRANSP./PURCH SERVICES	500.00	0.00	1,958.82	(1,458.82)	391.76	40-2550-315
40-2550-332-1	TRAVEL	1,000.00	0.00	0.00	1,000.00	0.00	40-2550-332
40-2550-411-1	GASOLINE & DIESEL	38,000.00	7,217.48	29,781.88	8,218.12	78.37	40-2550-411

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Transportation Fund 40
Function 2000 Support Services

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number	
40-2550-412-1	OIL & GREASE	50.00	0.00	0.00	50.00	0.00	40-2550-412	
40-2550-413-1	TIRES & TUBES	2,000.00	0.00	0.00	2,000.00	0.00	40-2550-413	
40-2550-550-1	CAPITAL OUTLAY-VEHICLES	74,031.00	32,976.37	228,924.01	(154,893.01)	309.23	40-2550-550	
40-2550-600-1	OTHER EXPENSE	2,300.00	0.00	2,766.13	(466.13)	120.27	40-2550-600	
2000	**Support Services**	260,981.00	52,356.70	380,094.16	(119,113.16)	145.64	*	Function
40	**Transportation Fund**	260,981.00	52,356.70	380,094.16	(119,113.16)	145.64		Fund
Instruction								
50-1101-212-1	ELEM AIDES/IMRF	15,000.00	971.60	10,380.37	4,619.63	69.20	50-1101-212	
50-1101-213-1	ELEM. AIDES/FICA	10,500.00	885.35	8,073.15	2,426.85	76.89	50-1101-213	
50-1101-214-1	ELEM/JRH TCH-MED ONLY	8,200.00	696.81	6,868.06	1,331.94	83.76	50-1101-214	
50.1125.212.100.10	PRE K/AIDE SALARY 2019-20 (33B	350.00	0.00	349.28	0.72	99.79	50-1125-212-7-10	
50.1125.212.100.11	PRESCH/AIDE SAL. 2020-21 (33B	500.00	300.37	1,689.05	(1,189.05)	337.81	50-1125-212-7-11	
50-1125-212-11	PRESCH/IMRF	2,400.00	0.00	0.00	2,400.00	0.00	50-1125-212-7-11	
50.1125.213.100.10	PRE K/AIDE SALARY 2019-20 (FR)	130.00	0.00	239.64	(109.64)	184.34	50-1125-213-7-10	
50-1125-213-10	PRE K AIDE/FICA	200.00	0.00	0.00	200.00	0.00	50-1125-213-7-10	
50.1125.213.100.11	PRESCH/AIDE SAL. 2020-21 (FR)	1,500.00	206.80	1,210.87	289.13	80.72	50-1125-213-7-11	
50-1125-213-11	PRESCH/FICA	1,500.00	0.00	0.00	1,500.00	0.00	50-1125-213-7-11	
50.1125.214.100.10	PRE K/TCH SALARY 2019-20 (MR)	120.00	0.00	131.05	(11.05)	109.21	50-1125-214-7-10	
50-1125-214-10	PRE K TCH/MED ONLY	130.00	0.00	0.00	130.00	0.00	50-1125-214-7-10	
50.1125.214.100.11	PRESCH TCH SAL./2020-2021 (MR)	750.00	68.69	537.25	212.75	71.63	50-1125-214-7-11	
50-1205-212-1	LD AIDES/IMRF	11,000.00	802.14	7,292.91	3,707.09	66.30	50-1205-212	
50-1205-213-1	LD AIDES/FICA	7,000.00	552.30	5,028.32	1,971.68	71.83	50-1205-213	
50-1205-214-1	LD TCH/MEDICARE ONLY	2,000.00	161.95	1,604.33	395.67	80.22	50-1205-214	
50.1250.214.100.14	TITLE I SALARIES 2017-201 (MR)	100.00	0.00	147.40	(47.40)	147.40	50-1250-214-14	
50.1255.214.100.15	TITLE I-SALARIES/2020-21 (MR)	1,000.00	78.14	625.12	374.88	62.51	50-1255-214-15	
50-1400-213-1	TECH/FICA	750.00	58.52	629.22	120.78	83.90	50-1400-213	
50-1400-214-1	TECH TCH/MED. ONLY	10.00	0.00	0.00	10.00	0.00	50-1400-214	
50-1520-212-1	JRH ATHLETICS/IMRF	750.00	0.00	613.24	136.76	81.77	50-1520-212	
50-1520-213-1	JRH ATHLETICS/FICA	1,500.00	0.00	1,408.52	91.48	93.90	50-1520-213	
50-1520-214-1	JRH ATHLETICS/MED.ONLY	500.00	8.56	180.26	319.74	36.05	50-1520-214	
1000	**Instruction**	65,890.00	4,791.23	47,008.04	18,881.96	71.34	*	Function
Support Services								
50-2120-214-1	GUIDANCE/MEDICARE ONLY	1,000.00	54.03	539.15	460.85	53.92	50-2120-214	
50-2140-214-1	PSYCH/MEDICARE ONLY	1,000.00	0.00	0.00	1,000.00	0.00	50-2140-214	
50-2150-214-1	SPEECH/MED ONLY	1,000.00	33.20	265.60	734.40	26.56	50-2150-214	
50.2210.214.2.1	TITLE II (4932)STIPENDS (MR)	0.00	0.00	6.54	(6.54)	0.00	50-2210-214-12	
50.2210.214.15	TITLE I SIP STIPENDS (MR)	0.00	0.00	9.28	(9.28)	0.00	50-2210-214-15	
50.2210.214.17	TITLE I SIP STIPENDS (MR)	0.00	36.54	121.01	(121.01)	0.00	50-2210-214-17	
50-2220-212-1	LIBR/IMRF	3,200.00	248.28	2,460.25	739.75	76.88	50-2220-212	
50-2220-213-1	LIBR./FICA	2,300.00	170.96	1,690.33	609.67	73.49	50-2220-213	

La Harpe CSD 347 Expenditure Report - Bc

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I.M.R.F./Soc. Sec. Fund 50

Function 2000 Support Services

Account	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	State Account Number
50-2320-212-1	CENT.OFFICE/IMRF	4,500.00	293.30	3,331.58	1,168.42	74.04	50-2320-212
50-2320-213-1	CENT.OFFICE/FICA	1,000.00	201.96	2,304.07	(1,304.07)	230.41	50-2320-213
50-2320-214-1	SUPT./MEDICARE ONLY	2,200.00	158.34	1,583.40	616.60	71.97	50-2320-214
50-2410-212-1	ELEM.PRINC.SEC./IMRF	3,400.00	250.09	2,507.49	892.51	73.75	50-2410-212
50-2410-213-1	ELEM PRINC. SEC./FICA	2,700.00	172.20	1,745.49	954.51	64.65	50-2410-213
50-2410-214-1	ELEM PRINC./MED.ONLY	1,850.00	78.53	786.43	1,063.57	42.51	50-2410-214
50-2510-212-1	BKPR/IMRF	8,000.00	583.28	6,114.36	1,885.64	76.43	50-2510-212
50-2510-213-1	BKPR/FICA	6,000.00	401.62	4,200.97	1,799.03	70.02	50-2510-213
50-2540-212-1	CUSTODIAL/IMRF	15,000.00	1,164.88	12,278.87	2,721.13	81.86	50-2540-212
50-2540-213-1	CUSTODIAL/FICA	12,000.00	851.56	11,205.27	794.73	93.38	50-2540-213
50.2540.214.1	OBM-REG.SALARIES (MR)	1.00	0.00	0.54	0.46	54.00	50-2540-214
50-2550-212-1	BUS DRIVER-IMRF	8,000.00	512.33	5,521.20	2,478.80	69.02	50-2550-212
50-2550-213-1	BUS DRIVER-FICA	9,000.00	690.59	7,095.34	1,904.66	78.84	50-2550-213
50.2550.214.1	TRANSP-REG. SALARY (MR)	100.00	4.91	41.00	59.00	41.00	50-2550-214
50-2560-212-1	COOKS/IMRF	9,000.00	615.32	6,104.12	2,895.88	67.82	50-2560-212
50-2560-213-1	COOKS/FICA	7,000.00	441.15	4,366.81	2,633.19	62.38	50-2560-213
50.2560.214.1	CAFETERIA SALARIES (MR)	0.00	1.10	8.23	(8.23)	0.00	50-2560-214
2000	**Support Services**	98,251.00	6,964.17	74,287.33	23,963.67	75.61	* Function
50	**I.M.R.F./Soc. Sec. Fund**	164,141.00	11,755.40	121,295.37	42,845.63	73.90	Fund
Other Financing Uses							
70-8130-660-1	WORKING CASH ABATEMENT	0.00	0.00	138,000.00	(138,000.00)	0.00	70-8130-660-1
8000	**Other Financing Uses**	0.00	0.00	138,000.00	(138,000.00)	0.00	* Function
70	**Working Cash Fund**	0.00	0.00	138,000.00	(138,000.00)	0.00	Fund
Support Services							
80-2362-300-1	WORKERS` COMPENSATION INS	19,928.00	0.00	19,928.12	(0.12)	100.00	80-2362-300
80-2363-300-1	TORT/UNEMPLOYMENT INS.EXP.	12,000.00	7,879.54	13,223.84	(1,223.84)	110.20	80-2363-300
80-2364-300-1	PROPERTY/CASUALTY INS.EXP.	65,611.00	0.00	65,611.36	(0.36)	100.00	80-2364-300
80-2367-100-1	TORT/ED, INSPECT, SUPERV, SERV	93,991.00	0.00	0.00	93,991.00	0.00	80-2367-100
2000	**Support Services**	191,530.00	7,879.54	98,763.32	92,766.68	51.57	* Function
80	**Tort Immunity and Judgment Fund**	191,530.00	7,879.54	98,763.32	92,766.68	51.57	Fund
Support Services							
90-2530-300-1	FIRE PREV & SAFETY/ PURCH SERV.	0.00	0.00	1,306.46	(1,306.46)	0.00	90-2530-300
90-2540-500-1	FIRE PREV & SAFETY CAPITAL	106,970.00	0.00	9,070.40	97,899.60	8.48	90-2540-500
2000	**Support Services**	106,970.00	0.00	10,376.86	96,593.14	9.70	* Function
90	**Capital Improvement Fund**	106,970.00	0.00	10,376.86	96,593.14	9.70	Fund
	Report Total:	4,387,499.60	360,362.52	3,822,542.61	564,956.99	87.12	

Paid Accounts Payable by Vendor

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Expense on Date: 5/13/2025 to 5/13/2025

Invoice # A.S.N.	Description	Override	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
AJD CONSULTING SERVICES								
04/21/202510-1408-300-1	E-RATE FILING Annual		13	0	05/13/2025	91668	486.00	10-1408-300
							$486.00	**Payee Vendor Total**
AYER, SHAILA								
05/01/202510-2140-300-1	PSYCH SERVICES/7		13	0	05/13/2025	91669	2,750.00	10-2140-300
							$2,750.00	**Payee Vendor Total**
BIMBO BAKERIES/EARTHGRAIN								
04/30/202510-2560-411-1	CAFETERIA		13	0	05/13/2025	91670	628.69	10-2560-411
							$628.69	**Payee Vendor Total**
CARSON MOTORS INC.								
04/30/202540-2550-600-1	KIA VAN TEST		13	0	05/13/2025	91671	45.00	40-2550-600
04/30/202540-2550-600-1	BUS #5 TEST		13	0	05/13/2025	91671	61.00	40-2550-600
							$106.00	**Payee Vendor Total**
CLOVER`S TIRE SHOP								
05/02/202540-2550-300-1	VAN TIRE REPAIR		13	0	05/13/2025	91672	35.00	40-2550-300
05/06/202540-2550-300-1	KIA VAN TIRE REPAIR		13	0	05/13/2025	91672	35.00	40-2550-300
							$70.00	**Payee Vendor Total**
CONSTELLATION NEWENERGY I								
04/25/202520-2540-327-1	OBM/UTIL-ELECTRIC		13	0	05/13/2025	91673	4,380.76	20-2540-327
							$4,380.76	**Payee Vendor Total**
COPPES TERMITE & PEST								
121331 10-2560-300-1	MONTHLY PEST CONTROL - CAFETERIA		13	0	05/13/2025	91674	40.00	10-2560-300
							$40.00	**Payee Vendor Total**
D&K BENNETT INC								
05/06/202520-2540-410-1	OBM-CUSTODIAL SUPPLIES		13	0	05/13/2025	91675	195.10	20-2540-410
							$195.10	**Payee Vendor Total**
DIGITAL COPY SYSTEMS								
AR285723 10-2660-600-1	DATA PROC./COPIER RENTAL Monthly		13	0	05/13/2025	91676	1,082.36	10-2660-600
							$1,082.36	**Payee Vendor Total**
E T PADDOCK ENTERPRISES I								
06/20/202490-2540-500-1	BASKETBALL BACKSTOP WINCHES installed in Dec.		14	0	05/13/2025	91677	27,874.00	90-2540-500
							$27,874.00	**Payee Vendor Total**
GALLAGHER BASSETT SERVICE								
5589280 10-2510-652-1	TREASURER BOND - 2025-2026 Annual		13	0	05/13/2025	91678	935.00	10-2510-652

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Invoice #	A.S.N.	Description	Override	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
								$935.00	Payee Vendor Total
HANCOCK CO JOURNAL PILOT									
30102449	10-2310-350-1	AMENDED BUDGET NOTICE		13	0	05/13/2025	91679	18.00	10-2310-350
								$18.00	Payee Vendor Total
IESA									
04/08/2025	10-1520-600-1	2025-2026 IESA MEMBERSHIP Annual		13	0	05/13/2025	91680	1,325.00	10-1520-600
								$1,325.00	Payee Vendor Total
IL ASSOC OF SCHL ADM.									
84-050825	10-1255-312-15	AI CONFERENCE-GLADU		13	0	05/13/2025	91681	200.00	10-1255-312-15
								$200.00	Payee Vendor Total
ILL ASSOC. OF SCH. BOARDS									
460781	10-2310-640-1	IASB MEMBERSHIP DUES Annual		13	0	05/13/2025	91682	1,874.00	10-2310-640
462229	10-2310-310-1	PRESS PLUS Annual		13	0	05/13/2025	91682	2,055.00	10-2310-310
461953	10-2310-310-1	NEW BOARD MEMBER TRAINING		13	0	05/13/2025	91682	250.00	10-2310-310
								$4,179.00	Payee Vendor Total
ILLINOIS PRINCIPALS ASSOC									
05/13/2025	10-2410-410-1	MODEL STUDENT HANDBOOK Annual		13	0	05/13/2025	91683	350.00	10-2410-410
								$350.00	Payee Vendor Total
JOHNSON CONTROLS									
1-1356689	20-2540-300-1	METASYS SYSTEM COLLABORATION Onsite call-system was down		13	0	05/13/2025	91684	2,739.90	20-2540-300
								$2,739.90	Payee Vendor Total
KIDDER MUSIC SERVICE INC.									
81454	10-1101-411-9-1	SAX REEDS		13	0	05/13/2025	91685	17.95	10-1101-411-6-9
								$17.95	Payee Vendor Total
KOHL GROCER									
04/30/2025	10-2560-411-1	CAFETERIA		13	0	05/13/2025	91686	5,369.02	10-2560-411
								$5,369.02	Payee Vendor Total
LA HARPE TELEPHONE CO.									
10003571110	10-2540-340-1	UTIL-TELEPHONE		13	0	05/13/2025	91687	659.45	10-2540-340
								$659.45	Payee Vendor Total
LA HARPE WATERWORKS									
05/01/2025	20-2540-328-1	OBM/UTIL-WATER & SEWAGE		13	0	05/13/2025	91688	375.81	20-2540-328
								$375.81	Payee Vendor Total
LRS - JACKSON DISPOSAL									

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Invoice #	A.S.N.	Description	Override	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
MH61619220	20-2540-328-1	OBM/UTIL-GARBAGE		13	0	05/13/2025	91689	429.52	20-2540-328
								$429.52	**Payee Vendor Total**
MELTON`S AUTO									
45164	40-2550-315-1	BUS #5 BATTERY-OXYGEN SENSOR-REPAIRS		13	0	05/13/2025	91690	1,967.41	40-2550-315
								$1,967.41	**Payee Vendor Total**
MEMORIAL MEDICAL CLINICS									
02/05/2025	10-2130-300-1	LIZ MCCARTER - PHYSICAL		13	0	05/13/2025	91691	75.00	10-2130-300
02/20/2025	10-2130-300-1	ALISHA RETTER PHYSICAL		13	0	05/13/2025	91691	75.00	10-2130-300
02/25/2025	10-2130-300-1	KRIS MCCARTER PHSYICAL- TB		13	0	05/13/2025	91691	103.00	10-2130-300
								$253.00	**Payee Vendor Total**
MENARDS									
14330	20-2540-411-1	MULCH/20		13	0	05/13/2025	91692	44.20	20-2540-411
14333	20-2540-411-1	MULCH RETURN/6		13	0	05/13/2025	91692	(13.26)	20-2540-411
								$30.94	**Payee Vendor Total**
MILLER, TRACY, BRAUN, FUN									
108355	10-2310-318-1	BD OF EDUC.-LEGAL		13	0	05/13/2025	91693	78.75	10-2310-318
								$78.75	**Payee Vendor Total**
NAVIGATE 360 LLC									
27976	90-2530-300-1	EMERGENCY TRAINING Annual		13	0	05/13/2025	91694	1,549.02	90-2530-300
								$1,549.02	**Payee Vendor Total**
NICOR GAS									
04/11/2025	20-2540-321-1	UTIL.-HEATING		13	0	05/13/2025	91695	2,997.35	20-2540-321
								$2,997.35	**Payee Vendor Total**
NUDD, KAREN									
05/13/2025	10-2310-310-1	TREASURER DUTIES		13	0	05/13/2025	91696	530.00	10-2310-310
								$530.00	**Payee Vendor Total**
PEOPLES NATIONAL BANK OF									
05/01/2025	30-5200-621-1	DEBT SERVICE-INT EXPENSE/LONG TERM Interest payment on Bonds		13	0	05/13/2025	91697	12,930.00	30-5200-621
								$12,930.00	**Payee Vendor Total**
POSITIVE PROMOTIONS									
07555177	10-1255-100-410-15	STUDENT PLANNER/25 Annual		13	0	05/13/2025	91698	110.45	10-1255-410-15
								$110.45	**Payee Vendor Total**
PRAIRIE FARMS DAIRY									
05/03/2025	10-2560-411-1	CAFETERIA		13	0	05/13/2025	91699	2,258.97	10-2560-411

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Invoice #	A.S.N.	Description	Override	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
								$2,258.97	**Payee Vendor Total**
QUALITY NETWORK SOLUTIONS									
79267	10-1408-411-1	TECH/SUPPORT,LIC-AGRMT Monthly		13	0	05/13/2025	91700	2,015.66	10-1408-411
								$2,015.66	**Payee Vendor Total**
STATE CHEMICAL SOLUTIONS									
90369135620-2540-410-1		OBM-CUSTODIAL SUPPLIES		13	0	05/13/2025	91701	575.42	20-2540-410
								$575.42	**Payee Vendor Total**
UNIVERSITY OF ILLINOIS EX									
C PAINTER	10-1255-312-15	AG ACADEMY-PAINTER		13	0	05/13/2025	91702	30.00	10-1255-312-15
N PENCE	10-1255-312-15	AG ACADEMY-PENCE		13	0	05/13/2025	91702	30.00	10-1255-312-15
R HUSTON	10-1255-312-15	AG ACADEMY-HUSTON		13	0	05/13/2025	91702	30.00	10-1255-312-15
A COX	10-1255-312-15	AG ACADEMY-COX		13	0	05/13/2025	91702	30.00	10-1255-312-15
J GARRISO	10-1255-312-15	AG ACADEMY-GARRISON		13	0	05/13/2025	91702	30.00	10-1255-312-15
J VANFLEE	10-1255-312-15	AG ACADEMY-VANFLEET		13	0	05/13/2025	91702	30.00	10-1255-312-15
J HENSLEY	10-1255-312-15	AG ACADEMY-HENSLEY		13	0	05/13/2025	91702	30.00	10-1255-312-15
								$210.00	**Payee Vendor Total**
WEST CENT.ILL.SPEC.ED.									
04/28/2025	10-4120-320-1	FEBRUARY TUITION Special Ed.		13	0	05/13/2025	91703	2,075.18	10-4120-320
05/01/2025	10-4120-320-1	FLAT FEE - MAY		13	0	05/13/2025	91703	56.00	10-4120-320
05/01/2025	10-4120-320-1	PER CAPITA - MAY		13	0	05/13/2025	91703	337.00	10-4120-320
05/01/2025	10-4120-320-1	OT/PT - MAY		13	0	05/13/2025	91703	382.00	10-4120-320
05/01/2025	10-2110-300-1	SOCIAL WORKER PURCH SERV - MAY		13	0	05/13/2025	91703	3,366.00	10-2110-300
05/01/2025	10-1205-410-4-1	ARRA IDEA PART B FLOW THROUGH - MAY		13	0	05/13/2025	91703	7,105.00	10-1205-410-4
05/01/2025	10-1205-410-3-1	ARRA IDEA PART B PRESCH - MAY		13	0	05/13/2025	91703	282.00	10-1205-410-7-3
05/09/2025	10-4120-320-1	MARCH TUITION		13	0	05/13/2025	91703	2,332.96	10-4120-320
								$15,936.14	**Payee Vendor Total**
WEST CENTRAL FS, INC.									
10401723	40-2550-411-1	1269 GL GAS @ 2.485/GL		13	0	05/13/2025	91704	3,770.54	40-2550-411
								$3,770.54	**Payee Vendor Total**
							Report Total	$99,425.21	

Balance Sheet

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Agency Fund or Fund Group 99						
Account Class	100	Current Assets				
	Description		Y.T.D. Bal.Frwd.	M.T.D. Activity	Y.T.D. Activity	State Account Number
Current Assets						
		ACTIVITY CASH IN BANK	30,426.61	(2,125.27)	28,301.34	99-112
	100	**Current Assets**	30,426.61	(2,125.27)	28,301.34	* Account Class
Current Liabilities						
		CONCESSIONS	(2,748.41)	0.00	(2,748.41)	99-481-1000-99
		JH GIRLS BASKETBALL	(4,419.42)	(345.00)	(4,764.42)	99-481-1200-99
		JH BASEBALL	(1,519.56)	0.00	(1,519.56)	99-481-1300-99
		JH VOLLEYBALL	(456.81)	0.00	(456.81)	99-481-1400-99
		JH BOYS BASKETBALL	(32.50)	0.00	(32.50)	99-481-1500-99
		REGIONAL TOURNAMENT	(7,362.50)	0.00	(7,362.50)	99-481-1600-99
		NOW INTEREST	(336.72)	(20.32)	(357.04)	99-481-2100-99
		MEMORIAL FUND	(499.00)	0.00	(499.00)	99-481-2200-99
		JUNIOR HIGH	(1,051.73)	56.00	(995.73)	99-481-2300-99
		SCIENCE OLYMPIAD	(1,315.00)	666.89	(648.11)	99-481-2350-99
		BAND/MUSIC	(1,387.68)	0.00	(1,387.68)	99-481-2400-99
		YEARBOOK	(410.00)	0.00	(410.00)	99-481-2450-99
		LIBRARY	(4,358.81)	1,767.70	(2,591.11)	99-481-2500-99
		STUDENT COUNCIL FUND	(4,432.51)	0.00	(4,432.51)	99-481-2700-99
		PBIS	(95.96)	0.00	(95.96)	99-481-2800-99
	400	**Current Liabilities**	(30,426.61)	2,125.27	(28,301.34)	* Account Class
	99	**Agency Fund or Fund Group**	0.00	0.00	0.00	Fund
		Report Total:	0.00	0.00	0.00	

LA HARPE COMMUNITY SCHOOL DISTRICT 347 2024-2025 FOIA REQUESTS

Date received	Received from	Description of Request	Approved/denied	Date	Respondent
July 18, 2024	Owen Wang - West Central Reporter	Vendor/Contracts over $1000 CBA/Contracts for Paras, Custodians, teachers & principals	Partially approved – no contracts had been approved by the board Personnel contracts sent for those requested	July 18, 2024	Gladu
August 16, 2024	Owen Wang - West Central Reporter	List of staff members – names, location, title & salary	Approved	August 19, 2024	Gladu
August 22, 2024	Owen Wang - West Central Reporter	List of new teachers – name, school, title, bio & photo List of retiring teachers – name, title, years of service	Partially approved – We do not keep written record of teacher's bios or photos.	August 22, 2024	Gladu
August 27, 2024	Owen Wang - West Central Reporter	List of all student activities & sponsors	Approved	August 27, 2024	Gladu
August 29, 2024	Owen Wang - West Central Reporter	Copy of School Calendar	Denied – information on website	August 29, 2024	Gladu
August 30, 2024	Owen Wang - West Central Reporter	Student enrollment for FY25 as reported to ISBE	Denied – no enrollment information had been shared with ISBE	August 30, 2024	Gladu
September 19, 2024	Owen Wang- West Central Reporter	Student evacuation plan in case of active shooting.	Denied – security plans are exempt from FOIA.	September 19, 2024	Gladu
December 27, 2024	Angel Tormis, SteepSteel, LLC	Leases/Licenses or management contracts for cell towers, rooftop antennas, or other wireless installations	Approved	December 27, 2024	Gladu
January 6, 2025	Liz McCarter	Any/all communication between Gladu & Tucker; Gladu & Wisehart; Gladu & Altgiblers; Hopper & Altgilbers; Hopper & Tucker; Hopper &	Approved	January 9, 2025	Gladu

		Wisehart; Teesdale & Tucker; Teesdale & Altgilbers; & Rahn & Wisehart as related to athletics.			
13 January 2025	Liz McCarter	E-mail communication between Gladu and Rahn related to LaHarpe/DC new Co-op Agreement	Approved	January 13, 2025	Gladu
15 January 2025	Sheila Norman – Illinois Retired Teachers Association	List of retiring certified staff members 2025.	Approved	January 15, 2025	Gladu
28 January 2025	Owen Wang – West Central Reporter	Emails/memos from January 28, 2024 to January 28, 2025 with key words "Lucy Calkins" and "Units of Study"	Approved	January 28, 2025	Gladu
14 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2004, 2014, & 2024	Approved	March 17, 2025	Gladu
21 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 1999, 2009, & 2019	Partially approved. District does not have 1999.	March 26, 2025	Gladu
23 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2000, 2010, & 2020	Partially approved – District does not have 2000.	March 26, 2025	Gladu
24 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2001, 2011, & 2021	Partially approved – District does not have 2001.	March 26, 2025	Gladu
25 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500	Approved	March 26, 2025	Gladu

		for fiscal years 2002, 2012, & 2022			
26 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2003, 2013, & 2023	Approved	March 26, 2025	Gladu
28 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 1998, 2008, & 2018	Partially approved – district does not have 1998 & 2008,	April 1, 2025	Gladu
30 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2005 & 2015	Denied – outside of legal record retention.	March 30, 2025	Gladu
30 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2006 & 2016	Denied – outside of legal record retention.	March 30, 2025	Gladu
31 March 2025	Ad.cuius.bonum@proton.me	Annual expenses to vendors greater than $500 for fiscal years 2007 & 2017	Approved	April 1, 2025	Gladu
9 April 2025	Kalah Love	Leases, purchase, meter rental, maintenance agreements for mailing equipment.	Approved	April 9, 2025	Gladu
17 April 2025	Michael Ayele	Documents & Policies related to Child Abuse	Approved	21 April 2025	Gladu

CORPORATE AUTHORIZATION RESOLUTION

Fortress Bank
128 E Main
PO Box 507
LaHarpe, IL 61450
Referred to in this document as "Financial Institution"

By:

LA HARPE CSD #347
404 W. MAIN ST.
LA HARPE, IL 61450
Referred to in this document as "Corporation"

I, Liz McCarter, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Illinois, Federal Employer I.D. Number 20-8304976, engaged in business under the trade name of LaHarpe CSD #347, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on May 20, 2025 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	Janet Gladu, Superintendent	x Janet Gladu	x
B.	Karen Nudd, Treasurer	x Karen Nudd	x
C.	Laura Jones, Finance Manager	x Laura Jones	x
D.	Brittany Teesdale, Elem Secretary	x Brittany Teesdale	x
E.	Ryan Hopper, Principal	x Ryan Hopper	x
F.		x	x

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
1	(1) Exercise all of the powers listed in this resolution.	
A,B,C	(2) Open any deposit or share account(s) in the name of the Corporation.	
A,B,C,D,E	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
A	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
A	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
A,B,C	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other	

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated May 20, 2025. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the seal. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on May 20, 2025 (date).

Attest by One Other Officer

Secretary

Expere® © 1985, 1997 Bankers Systems, Inc., St. Cloud, MN Form CA-1 5/1/2003

On-site solar

ESTOPPEL AND CONSENT TO ASSIGNMENTS

This Estoppel and Consent to Assignments ("Estoppel") is dated and effective as of April __, 2025 by La Harpe Community School District 347, an Illinois body politic and corporate ("La Harpe"), Decorah Bank and Trust Company, an Iowa banking corporation ("Financier") and SUT XIII, LLC, an Iowa limited liability company ("Borrower").

RECITALS

1. Borrower and La Harpe entered into a Power Purchase Agreement dated December 13, 2023, (as amended, the "PPA") pursuant to which Borrower will develop and install an approximately 255 kW (DC) ground-mounted solar energy conversion facility (the "Facility") on real property owned by La Harpe, connect the Facility to the existing electrical system at the La Harpe property, and La Harpe will purchase the electricity generated and delivered by the Facility. Borrower and La Harpe entered into an Easement Agreement dated December 19, 2023, which is expected to be amended to include additional property on and under which electrical lines and electrical equipment will be located, (as amended, the "Easement") pursuant to which Borrower is granted use of certain portions of the La Harpe property necessary for construction, installation, and operation of the Facility.

2. La Harpe entered into, and is responsible for performing, an agreement with Ameren Illinois Company ("Ameren") titled a Standard Agreement for Interconnection of Distributed Generation Facilities With a Capacity Less Than or Equal to 10 MVA dated _____, 2024 (as amended, together with any related approvals and subsequent schedules or letters from Ameren implementing the terms of the agreement collectively, the "IA"). Borrower may enter into an operation and maintenance agreement for the Facility (the "O&M Agreement").

3. Borrower entered into an Engineering, Procurement and Construction Agreement with Phase Two, LLC, an Iowa limited liability company ("EPC Contractor") dated April 1, 2025, (the "EPC Contract") pursuant to which EPC Contractor will design, procure and install the Facility. Collectively, the PPA, Easement, EPC Contract, O&M Agreement, and IA are referred to as "Project Documents".

4. Borrower and Lender entered into a Note (as amended, "Note") and Loan Agreement (as amended, "Loan Agreement"), each dated on or about April __, 2025 pursuant to which Lender agreed to loan to Borrower, and Borrower agreed to borrow from Lender, certain amounts as set forth in the Note (the "Loan") to be funded by Lender upon Borrower's satisfaction of certain conditions precedent to funding. To secure performance of its obligations under the Note, Borrower executed and delivered a Commercial Security Agreement in favor of Lender dated on or about April __, 2025 ("Security Agreement"). Pursuant to the Security Agreement, Borrower assigned and granted a security interest in and to all its right, title and interest in, to and under the Facility, PPA, other Project Documents, and all other assets of Borrower for the benefit of Lender. As additional security for Borrower's performance of its obligations to Lender, Borrower will also execute and deliver a collateral assignment of the PPA in favor of Lender (the "PPA Assignment"), a collateral assignment of its rights and interests

under the Easement to Lender (the "Easement Assignment"), a collateral assignment of the EPC Contract ("EPC Assignment"), and various other collateral assignments, pledges, guaranties or security instruments in favor of Lender. The Note, the Loan Agreement, the Security Agreement, PPA Assignment, Easement Assignment, EPC Assignment, and all other documents by and between Borrower and Lender or in favor of Lender, in each case as amended, are referred to collectively as the "Loan Documents".

5. Pursuant to the requirements of the Loan Documents, and as a condition precedent to Financier's funding of the Loan to Borrower, Borrower is requesting that La Harpe provide this Estoppel with respect to the PPA, Easement, Facility and IA.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises and consideration in the PPA, Easement, and this Estoppel, the adequacy and receipt of which are acknowledged, the parties agree as follows.

AGREEMENT

1. Financier Assignment. La Harpe hereby acknowledges the assignment of Borrower's rights and interests in, to and under the Easement and PPA to Financier in the Easement Assignment and PPA Assignment, respectively, as collateral for the Loan. La Harpe acknowledges receipt of notice of the Easement Assignment and PPA Assignment and any other Loan Documents which might provide Financier with the right to obtain possession of the Facility or otherwise undertake performance of Borrower's obligations under the Easement or PPA, provided that Financier is not assuming the liabilities of Borrower under the Easement or PPA or otherwise unless and until Financier exercises its rights under the Easement Assignment, PPA Assignment or other Loan Documents.

2. Financier's Exercise of Easement and PPA Rights. La Harpe further agrees as follows:

(a) Upon receipt of notice from Financier in writing at La Harpe's notice address below that Financier is exercising its rights as a secured party under the Easement Assignment, PPA Assignment, Security Agreement or other Loan Documents with respect to the Facility, Easement or PPA, La Harpe will recognize Financier's right and authority to enforce Borrower's rights against La Harpe, and receive performance of all La Harpe's obligations to Borrower under, the Easement and PPA, as applicable, to exercise any remedies provided to Borrower by the Easement and PPA, and to cure any alleged defaults by Borrower under the Easement and PPA. La Harpe agrees to accept any such cure by Financier as if made by Borrower.

(b) La Harpe acknowledges that Financier may elect to exercise its rights under the Easement Assignment, PPA Assignment, Security Agreement or other Loan Documents through an affiliate or designee, and La Harpe agrees to accept Financier's assignment or transfer of its rights in the Easement and PPA to such an affiliate or designee. La Harpe also agrees that upon Financer's foreclosure of the Facility or acquisition of the Facility from Borrower, Financier may subsequently transfer the Facility and Borrower's rights under and interests in the Easement and PPA to a third party, subject to (i) prior written notice to La

Harpe, and (ii) demonstration to La Harpe that the proposed transferee is capable of performing Borrower's obligations under the Easement and PPA with respect to the Facility.

(c) La Harpe acknowledges that Financier's exercise of remedies under the Loan Documents shall not (i) be construed as an agreement that a default exists under the Easement, PPA or any other Project Documents, (ii) constitute in and of itself, a default or breach of the Easement or PPA by Borrower, or (iii) obligate Financier to cure any then existing alleged defaults of Borrower under the Easement or PPA.

(d) Upon receipt of notice from Financier that it is electing to exercise its rights under the Loan Documents, La Harpe agrees to remit all payments then due to Borrower, and any subsequent payments accruing in favor of Borrower, to Financier at the account designated by Financier in its notice or separately, with respect to the Facility or PPA.

3. Notice of Default. La Harpe agrees to provide Financier with a copy of any notice from La Harpe to Borrower alleging a default by Borrower under the Easement or PPA contemporaneously with notice to Borrower, at the address set forth for Financier in Section 9 below. La Harpe agrees to promptly provide Borrower and Financier with a copy of any notice from La Harpe to Ameren or from Ameren to La Harpe alleging a default under the IA.

4. Representations. La Harpe represents and warrants to Financier that, as of the date of this Estoppel:

(a) The PPA, Easement and IA are each in full force and effect and none of them has been amended, modified, supplemented, assigned or terminated in any manner except as otherwise expressly stated in this Estoppel. All conditions precedent to the effectiveness and validity of the PPA, Easement and IA have been satisfied or waived. Neither La Harpe nor Borrower is in default under the PPA or Easement. No event or condition has occurred or exists which, with the lapse of time or the giving of notice or both would constitute a default or breach by La Harpe or, to the best of its knowledge, Borrower of any of their respective obligations under the Easement or PPA or give rise to a right to terminate or suspend La Harpe's obligations under the Easement or PPA. La Harpe has no existing claims, counterclaims, offsets or defenses against Borrower with respect to the Easement or PPA, and Borrower does not owe La Harpe any amounts under the Easement or PPA.

(b) There are no other approvals or consents required of La Harpe to the effectiveness of the Easement or PPA or use by Borrower of the Site to install and operate the Facility, other than amendment of the Easement as described above.

(c) Neither La Harpe nor, to the best of its knowledge, Ameren, is in default under the IA. No event or condition has occurred or exists which, with the lapse of time or the giving of notice or both would constitute a default or breach by La Harpe or, to the best of its knowledge, Ameren, of any of their respective obligations under the IA or give rise to a right to terminate or suspend La Harpe's or Ameren's obligations under the IA. The current date under the IA by which the Facility is required to be completed is _____, 2025. La Harpe has received no notice from Ameren indicating that Borrower's proposed completion date would be a violation or default under the IA, and La Harpe will immediately notify Financier and

Borrower if it receives any notice from Ameren indicating that the current schedule for commissioning and operation of the Facility is not in compliance with the requirements of the IA. La Harpe has received no other notice from Ameren to the effect that La Harpe is in default under the IA or that Ameren intends to terminate the IA in whole or in part.

(d) La Harpe acknowledges that the Facility, as proposed in the PPA, will be located within the boundaries of the Site. La Harpe is the owner of the Site and all buildings and improvements on the Site in fee simple and there are no mortgages, liens or encumbrances against the Site that may interfere with the rights granted by La Harpe in favor of Borrower with respect to the Site in the Easement and PPA, including that portion of the Site subject to the amendment to the Easement. La Harpe agrees that the PPA and Easement provide or will provide Borrower with the right to (i) install the Facility on the Site and at the real property owned by La Harpe at the Site, including any necessary attachments to the electrical system of the La Harpe facilities, (ii) install cable and wiring and related electrical equipment at or within La Harpe's buildings and improvements, and (iii) operate and maintain the Facility and related equipment for the duration of the PPA. La Harpe has reviewed the Facility design and the Facility as designed is consistent with the PPA and design and other specifications set forth in the PPA, and consistent with the approvals granted by La Harpe for the Facility, PPA and Easement. Notwithstanding references in the PPA to the Facility size being approximately 230 kW DC, La Harpe acknowledges and agrees that the Facility size will be approximately 255 kW DC.

5. Rights of Secured Parties. La Harpe agrees that Financier shall have the following rights with respect to the Easement, PPA and IA (with respect to any rights Borrower may have in the IA).

(a) Notwithstanding anything to the contrary contained in the Easement or PPA, neither the Easement nor the PPA shall be terminated or canceled by action of La Harpe as a result of any breach or default of the Borrower under the Easement or PPA or otherwise without prior notice in writing from La Harpe to Financier specifying the basis therefore as provided in Section 3. Financier shall have the right (but not the obligation) to cure any breach or default listed in any such notice within sixty (60) days after the date when La Harpe would, but for this Section 5, have been entitled to terminate the Easement or PPA, as applicable, in accordance with the terms of the Easement or PPA (and after expiration of any cure or remedial period afforded to Borrower under the Easement or PPA with respect to such breach or default). If the Financier is prohibited by any court order or bankruptcy or insolvency proceedings from curing such breach or default or from commencing or prosecuting such foreclosure proceedings, or is required to take possession of the Facility or Site to effect a cure, the foregoing time periods (other than the time period for curing a monetary default) shall be extended by the period of such prohibition or the time necessary to obtain possession of the Facility or Site. No curing or attempt to cure, by the Financier, of any of the Borrower's defaults under the Easement or PPA shall be construed as an assumption by the Financier of any covenants, agreements or obligations of the Borrower under the Easement or PPA.

(b) Notwithstanding anything to the contrary contained in the IA, the IA shall not be terminated or canceled by action of La Harpe as a result of any breach or default of Ameren under the IA or otherwise without prior notice in writing to Borrower and Financier

specifying the basis therefore as provided in Section 4(c), and the opportunity for Borrower and Financier to resolve any such breach or default.

6. Liability of Secured Parties. Except to the extent the Financier or any of its nominees has substituted itself for the Borrower, Financier shall not be liable for the performance or observance of any of the obligations or duties of the Borrower under the Easement or PPA; the sole recourse of La Harpe in seeking to enforce Financier's obligations under the Easement and PPA shall be non-recourse to Financier and limited to the Financier's interest in the Facility. In the event the Financier is substituted for the Borrower under the Easement or PPA and the Financier subsequently assigns the Easement or PPA to a transferee approved by La Harpe, the Financier shall be released of all liability under the Easement and PPA or accruing from and after the date of such transfer.

7. Borrower Acknowledgment and Consent. Borrower acknowledges and consents to the rights and interests granted to Financier pursuant to this Estoppel and agrees that La Harpe's performance of the terms of this Estoppel, including the payment of amounts due Borrower to Financier pursuant to Section 2(d) of this Estoppel shall not create any liability of La Harpe to Borrower under the Easement, PPA, Loan Documents, this Estoppel or otherwise.

8. La Harpe Right to Cure. (a) Financier agrees to provide La Harpe with a copy of any notice from Financier to Borrower alleging a default by Borrower under the Loan Documents contemporaneously with notice to Borrower, at the address set forth for La Harpe in Section 9 below. Financier agrees to accept payment by La Harpe of any amount due from Borrower under the Loan Documents as if made by Borrower in order to prevent or cure any event of default by Borrower under the Loan Documents, if such payment is made within any applicable cure period under the Loan Documents. Financier and La Harpe agree that any such payment shall not make La Harpe liable for the obligations of Borrower under the Loan Documents but shall only cure the applicable event of default by Borrower so that Financier will not seek other remedies against Borrower or the Facility with respect to the cured event of default. If La Harpe elects not to cure any such event of default or fails to do so within the applicable cure period, Financier shall have all the rights and remedies available to it under the Loan Documents with respect to Borrower and the Facility.

(b) In addition to the rights provided to La Harpe pursuant to Section 8(a), if Borrower defaults under the Loan Documents and Financier takes title to the Facility and elects to sell the Facility, Financier will notify La Harpe and, La Harpe shall have the option to purchase the Facility Property (as defined in the PPA) for an amount equal to the greater of (i) all amounts due from Borrower to Lender under the Loan Documents and (ii) fair market value as determined pursuant to Article VII of the PPA. In addition, if the purchase will create any liability for the Financier for recapture of any investment tax credits or other tax benefits previously received with respect to the Facility, La Harpe shall be responsible to assume any such payments as part of the purchase price. La Harpe shall notify Financier of its decision to exercise its option to purchase within thirty (30) days of the notice from Financier, and if La Harpe does not provide such notice within the thirty days, or if the parties cannot agree on a purchase price within thirty (30) days after La Harpe exercises its option, La Harpe's option shall expire and Financier shall

be entitled to sell the Facility to any other person in its sole discretion. If La Harpe exercises its option to purchase, the transaction shall close within sixty (60) days.

9. Notices. Each notice, request, demand, statement or routine communication required or permitted under this Estoppel, or any notice of communication that any party hereto may desire to deliver to the other parties hereto, shall be in writing and shall be considered delivered when received by the other party by certified US mail or reputable overnight courier service addressed to each other party hereto at its address indicated below or at such other address as a party may designate for itself in a written notice to the other parties in accordance with this Section 9:

If to La Harpe, addressed to:

La Harpe Community District 347
Attn: Dr. Janet Gladu
404 W. Main Street
La Harpe, Illinois 61450
Telephone: 217-659-3713
E-mail: jgladu@laharpeeagles.com

If to the Financier, addressed to:

Decorah Bank and Trust Company
202 East Water Street
Decorah, IA 52101
Attn: Mike Ludeking
Telephone: 563-382-9661
E-mail: MLudeking@DecorahBank.com

If to the Borrower, addressed to:

SUT XIII, LLC
2551 New Glasgow Rd.
Fairfield , IA 52556
Attn: Tyler Anderson
Telephone: 319-931-5920
E-mail: solarisinvestmentsinc@gmail.com

10. Miscellaneous.

(a) Separate Counterparts; Amendments, Waiver. This Estoppel may be executed in separate counterparts, each of which when executed and delivered shall be an original but all of such counterparts shall constitute one and the same instrument. Signatures may be delivered in pdf. or equivalent electronic format, and any such signature shall be treated as an original for all purposes. Neither this Estoppel nor any of its terms may be terminated,

amended, supplemented, waived or modified except by an instrument in writing signed by La Harpe and the Financier and, if affected, Borrower.

(b) Remedies. The remedies of the Financier and each of its designees and/or assignees provided herein are cumulative and not exclusive of any remedies provided by law.

(c) No Waiver. No failure to delay on the part of the La Harpe, Borrower, Financier or any agent or designee of any of the foregoing to exercise, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(d) Severability. Any provision of this Estoppel that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) Successors and Assigns. This Estoppel shall be binding upon and inure to the benefit of La Harpe, Borrower, or Financier and their respective successors and permitted assigns.

(f) Governing Law. This Estoppel and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

(g) Submission to Jurisdiction; Waivers. Each of the parties hereby irrevocably consents and agrees that any legal action or proceedings relating to this Estoppel shall be brought in the United States or Illinois state courts located in Illinois and by execution and delivery of this Agreement, each of the parties hereby (i) accepts the jurisdiction of the foregoing courts, (ii) irrevocably agrees to be bound by any final judgment (after any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objections which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

(h) No Third Party Beneficiaries. The agreements of the parties hereto are solely for the benefit of La Harpe, Borrower, and Financier, and shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties. No other person or entity shall have any rights hereunder.

(i) Effectiveness. This Estoppel shall become effective as of the date first above written at such time as Financier shall have received counterparts hereof signed by all of the intended parties hereto. This Estoppel shall terminate on the earlier of (i) the valid termination or expiration of the PPA pursuant to its terms, or (ii) the date the Loan has been paid

in full and all Security Agreements have been terminated; or (iii) the date La Harpe has received written notice from Borrower and Financier that this Estoppel has been terminated.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Estoppel as of the day and year first above written.

LA HARPE COMMUNITY SCHOOL DISTRICT 347,
an Illinois body politic and corporate

By: _____

Name: _____

Title: _____

DECORAH BANK AND TRUST COMPANY,
an Iowa banking corporation

By: _____

Name: _____

Title: _____

SUT XIII, LLC, an Iowa limited liability company

By: _____

Name: _____

Title: _____

On-sik solar

EXHIBIT D
EASEMENT AGREEMENT

GRANT OF EXCLUSIVE THIRTY-ONE YEAR EASEMENT

THIS INDENTURE WITNESSETH that the La Harpe Community District 347 Board of Education of Hancock County, Illinois (herein Grantor) grants and conveys the easement described herein to SUT XIII, LLC, an Illinois limited liability company, (herein collectively Grantee) for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor. Grantor, for itself, its respective successors, representatives, and assigns, grants and conveys to Grantee a Thirty-one Year Exclusive Easement (herein Easement), over, under, and in the following described dominate real estate (herein Easement Property) in Hancock County, Illinois, to-wit:

Situated in the Township of La Harpe, County of Hancock, and State of Illinois, and known as:

Parcel No. 06-21-000-811 and 06-21-000-818, Deed of Fiduciary conveying the property to Grantor is recorded in Books of the Hancock County Real Property Records.

for the construction, installation, operation, and continued maintenance of a solar photovoltaic system, which Easement is shown on the attached drawing (attached as Exhibit A and incorporated herein) depicting the location of the easement, together with a copy of the real property card for the Easement Property, and a drawing showing the location of the 230 kW(dc) ground-mounted solar array system installation on the Easement Property, which is the La Harpe Community School District #347, located at 404 W Main Street La Harpe, Illinois 61450 which shall be equal to the area necessary to accomplish and perform the construction, installation, operation, and maintenance of the solar photovoltaic system by Grantee on the following terms and conditions:

1. Grantor additionally grants to Grantee, its successors, and assigns, a Thirty - One Year Exclusive Easement across, over and/or under the Easement Property for the rights, privileges, and authority to enter upon, dig, lay, install, construct, operate, and to maintain the solar photovoltaic system for the benefit of Grantor and Grantee in Hancock County, Illinois.

   Grantor additionally grants to Grantee, its successors and assigns, suitable access for ingress and egress over and upon the Easement Property to construct, install, operate, and maintain the solar photovoltaic system at will, and to make such alterations and improvements in such easement for the purpose stated herein, for the benefit of the

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Grantor's real estate, as may be necessary or useful, and to remove from the Easement Property and any encroaching trees, vegetation, or other obstructions which would interfere with the solar photovoltaic system. However, such right shall exclude any existing buildings, improvements and vegetation. If there should be a change in the location of the ingress and egress, Grantor shall give Grantee at least seven (7) days' notice of the change prior to the change.

2. Grantor warrants that Grantor has good and indefeasible fee simple title to the Easement Property, subject only to current real estate taxes not delinquent and to mortgages easements, covenants and restrictions of record; and, has full right, power and authority to grant the easement and rights granted herein.

3. Grantee agrees that, in the construction, installation, and maintenance of the solar photovoltaic system, it will restore the area disturbed by its work as near the original condition as is practical, and not otherwise in conflict with the purposes set forth in this Grant of Thirty-One Year Exclusive Easement. Further, Grantee agrees for itself, its successors, and assigns that maintenance responsibility of this solar photovoltaic system shall run with this Easement.

4. Grantor agrees for itself, its successors, and assigns that it will not erect any obstructions on or underneath the solar photovoltaic system for which the easement is granted in this Grant of Thirty-One Year Exclusive Easement, except by express written permission from Grantee. Grantor agrees that it is its responsibility to maintain reasonable security at the site: a) to prevent nor allow unauthorized persons inside the fenced area of the easement where the solar array equipment is located,; b) to prevent nor allow any unauthorized person to have access to the solar array equipment within the easement.

5. The Easement granted hereunder is Exclusive for the specific purpose of installation, construction, maintaining and operating a solar photovoltaic system. Grantor shall continue to have the authority and right to utilize the easement areas for any purpose which does not materially impact the use of the Easement for the intended purpose, including but not limited to ingress and egress.

6. The Thirty-One Year Exclusive Easement shall be transferred to any assignee or other successor in interest of Grantee. Grantor agrees that all mortgages, liens and encumbrances on the Easement Property shall be subordinated to this Grant of Thirty-One Year Exclusive Easement, and Grantor agrees to provide any and all subordinate agreements, releases and other documents required to achieve and ensure such subordination, and to save and hold Grantee harmless therefrom, including attorney fees and costs which may be incurred by Grantee.

7. Upon termination of the Power Purchase Agreement between the Grantor and the Grantee for the purchase of power generated by the solar photovoltaic

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system located on the Easement described herein, this Easement agreement will terminate.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their respective hands this _____ day of _____, 202__.

GRANTOR: La Harpe Community School District #347 Board of Education

By: _____

Name Title

Date: _____

STATE OF Illinois)

) SS:

COUNTY OF Hancock)

Before me, a Notary Public in and for said County and State, personally appeared, _____, _____ for the La Harpe Community School District #347 Board of Education, having the authority on behalf of the La Harpe Community School District #347 Board of Education to enter into this easement, who each acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this _____ day of _____, 202__.

My Commission Expires:

_____ _____

, Notary Public

Resident: _____

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GRANTEE: SUT XIII, LLC

_____

Its duly authorized agent

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, having the authority on behalf of SUT XIII, LLC to enter into this easement, who acknowledged execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this _____ day of _____, 202__.

My Commission Expires:

Date: _____

_____

_____, Notary Public

Resident: _____

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EXHIBIT A
Easement Description and Location

JONES SURVEYING & ENGINEERING CORPORATION

LAND SURVEYING * CIVIL ENGINEERING * CONSTRUCTION INSPECTION

LICENSED SURVEYOR'S IN: IL, IA, IN & MO

LICENSED ENGINEER'S IN: IL

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UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A SET IRON ROD MARKING THE NORTHEAST CORNER OF SAID LOT 1, IN BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22, NORTH 88 DEGREES 53 MINUTES 24 SECONDS WEST, 13.19 FEET TO AN EXISTING CHAIN LINK FENCE AND THE POINT OF BEGINNING OF THE UTILITY EASEMENT DESCRIBED HEREIN.

FROM THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, ALON SAID FENCE LINE, SOUTH 01 DEGREES 11 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE LEAVING SAID FENCE LINE, NORTH 89 DEGREES 19 MINUTES 28 SECONDS WEST, 300.00 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 12 SECONDS EAST, 100.00 FEET TO THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 4 OF GOCHENOUR'S ADDITION; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, 148.20 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LOT 1, IN SAID BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22; SOUTH 88 DEGREES 53 MINUTES 24 SECONDS EAST, 151.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINING 0.69 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF NOVEMBER, 2023 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EASEMENT EXHIBIT

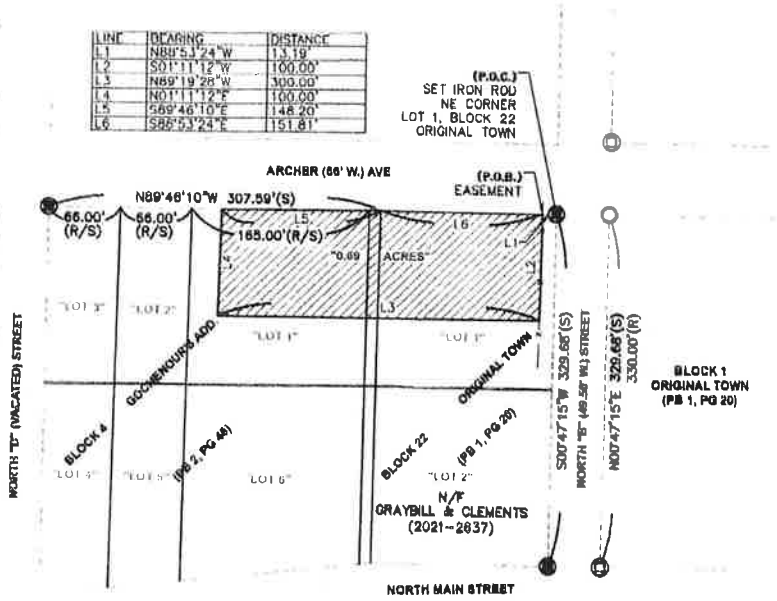
A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS.

0' 100' 200'

SCALE: 1" = 100'

LEGEND
N/F NOW OR FORMERLY
FOUND IRON ROD
FOUND IRON PIPE
SET (⅝"X24") IRON ROD W/ CAP STAMPED "JONES INC PDF 5094"

LINE	BEARING	DISTANCE
L1	N88°53'24"W	13.19'
L2	S01°11'12"W	100.00'
L3	N89°19'28"W	300.00'
L4	N01°11'12"E	100.00'
L5	S89°46'10"E	148.20'
L6	S88°53'24"E	151.81'



GENERAL NOTES:

1. ALL DISTANCES ARE SURVEYED (S) AND RECORDED (R), UNLESS OTHERWISE NOTED.
2. FIELD WORK COMPLETED: NOVEMBER 10, 2023.
3. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
4. BASIS OF BEARINGS: GRID BEARINGS ARE BASED UPON THE UNITED STATES PLANE COORDINATE SYSTEM OF 1983, ILLINOIS WEST 1202 ZONE.
5. SOURCE OF RECORD TITLE: BOOK 183, PAGE 38 AND BOOK 141, PAGE 44, BOTH IN THE HANCOCK COUNTY, ILLINOIS, RECORDER'S OFFICE.

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A SET IRON ROD MARKING THE NORTHEAST CORNER OF SAID LOT 1, IN BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22, NORTH 88 DEGREES 53 MINUTES 24 SECONDS WEST, 13.19 FEET TO AN EXISTING CHAIN LINK FENCE AND THE POINT OF BEGINNING OF THE UTILITY EASEMENT DESCRIBED HEREIN.

FROM THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, ALON SAID FENCE LINE, SOUTH 01 DEGREES 11 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE LEAVING SAID FENCE LINE, NORTH 89 DEGREES 19 MINUTES 28 SECONDS WEST, 300.00 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 12 SECONDS EAST, 100.00 FEET TO THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 4 OF GOCHENOUR'S ADDITION; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, 148.20 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LOT 1, IN SAID BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22; SOUTH 88 DEGREES 53 MINUTES 24 SECONDS EAST, 151.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINING 0.69 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF NOVEMBER, 2023 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATION:

TO: ENTRUST SOLAR DEVELOPMENT, LLC

THIS STATES THAT WE, THE JONES CORPORATION, PROFESSIONAL LAND SURVEYORS IN THE STATE OF ILLINOIS, HAVE SURVEYED THE ABOVE DESCRIBED TRACT OF LAND AND FURTHER CERTIFY THAT TO THE BEST OF OUR INFORMATION, KNOWLEDGE, AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THAT SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

JONES SURVEYING & ENGINEERING CORPORATION
PROFESSIONAL DESIGN FIRM NO: 5094

PROJECT NO: 2023-224

ROYCE P. JONES,
IL PROFESSIONAL LAND SURVEYOR NO. 035-003844

DATED: NOVEMBER 10, 2023

MY LICENSE EXPIRES NOVEMBER 30, 2024

CLIENT:

ENTRUST SOLAR DEVELOPMENT
C/O SPENCER YACKEE
16 S. PUBLIC SQUARE
ANGOLA, IN 46737

ROYCE P. JONES
035-003844
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
MACOMB ILLINOIS

JONES SURVEYING & ENGINEERING CORP.
246 BEAVER ROAD 103 EAST BROADWAY
MACOMB, IL 61455 MONMOUTH, IL 61462
PH(309) 833-2534 PH(309) 734-2534
FX(309) 833-2533 FX(309) 734-2525
LICENSED IN ILLINOIS, IOWA, MISSOURI, & INDIANA
www.thejonescorp.com

DRAWN BY: RPJ	
CHK BY: RPJ/CTF	
11.10.2023	
Job Number	2023-224
Sheet Number	1 OF 1

Previously Approved On-Site Solar

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT ("PPA"), dated as of December 13, 2023 ("Effective Date"), is by and between SUT XIII, LLC, an Illinois limited liability company ("Provider"), and the La Harpe Community District 347, an Illinois body politic and corporate ("Customer") (together, Provider and Customer are the "Parties", and individually each is a "Party").

RECITALS:

WHEREAS, Customer and Provider desire to agree to terms whereby Provider will supply certain services ("PPA Services") to Customer, including:

- The designing, sizing, placement and installation of a solar photovoltaic system, as more fully described in Exhibit A (the "System"), on the Site (as defined below);
- The delivery of electrical energy (the "Energy") generated by the System to the Site (as defined below);
- The financing of costs, including the monetizing of tax benefits for the System and the related Energy; and
- Arranging for or providing operation and maintenance as agreed to by the Parties;

WHEREAS, Provider desires to sell to Customer and Customer desires to purchase from Provider all of the Energy generated by the System in accordance with the terms and conditions of this PPA; and

WHEREAS, Customer acknowledges that Provider, as the owner of the System, retains ownership of all REC Financial Incentives.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. Definitions. Definitions not provided within the body of this PPA are set forth in Exhibit B hereto.

2. Site, Easement Agreement, and PPA Services.

2.1 Customer is the fee simple owner of the real property and related improvements, the legal description of which is provided in Exhibit C (the "Site").

2.2 Customer, concurrent with this PPA, agrees to grant to Provider a recordable easement through an Easement Agreement ("Easement Agreement") to allow site control to design, finance, construct, own, maintain, and operate the System on the Site, attached hereto as Exhibit D and which shall provide Provider with all necessary access to the Site.

2.3 Customer will provide Provider with all necessary access to the Site consistent with the Easement Agreement. Provider may, at its sole discretion, use design professionals and any level of consultants and contractors and any level of subcontractors to perform its obligations hereunder. Design professionals will be currently licensed and authorized to practice in the State of Illinois and will have appropriate experience with design of the System. Contractors and subcontractors must be property qualified, licensed, and experience with installation of the System and bonded and/or insured in the State Illinois. Provider shall require anyone performing work on the Site or in a role that involves interaction with students of Customer to have criminal background checks as reasonably requested by Customer, and/or as required by State law.

3. System Installation.

3.1 Installation. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with the terms of this PPA and the Easement Agreement started within 12 months, or completed within 24 months from the execution of this PPA. Notwithstanding the foregoing, in the event that Provider determines in its sole discretion that it is unable to install a System at the Site, it shall be under no obligation to do so, and this PPA will terminate and be of no further force and effect with respect to the PPA Services upon written notice from Provider to Customer. Provider is responsible for the construction and maintenance of fencing around any ground-mounted equipment that will constitute the System, which includes, at Provider's expense, relocating, if Provider determines it is necessary to accommodate the System, any existing transformers at the Site (and, if relocated, fencing and screening for such transformer(s)). All such construction and maintenance must be performed consistent with commercially reasonable efforts and prudent solar industry standards for projects done on school property and, in connection therewith, Provider will install one or more caution signs on the fencing. Customer has the right to approve, which it will not unreasonably withhold, the location of each portion of the System on the Site; provided that Customer will bear the cost of any change of location requested of its location requests that Provider would not have otherwise chosen.

3.2 Conditions Precedent to Commencement of Construction and Installation. Commencement by Provider of construction and installation activities with respect to the System is subject to the satisfaction of the following conditions precedent:

3.2.1 The Parties agree to record the Easement Agreement in the real estate records of the County in which the Site is located, at Provider's expense;

3.2.2 Provider must have closed full financing related to its obligations hereunder, as appropriate; required mortgages have been recorded, if required as a condition of financing; and a Notice of Commencement must have been prepared, recorded and posted in accordance with applicable law for private construction, if required by applicable state law;

3.2.3 Provider must have entered into the applicable contract(s) for construction and installation of the System, subject to the terms of the applicable financing, if any;

3.2.4 Provider must have obtained the zoning permits, licenses and other approvals required by Applicable Law to be obtained by Provider prior to such commencement;

3.2.5 Customer and Provider have complied with any applicable legal requirements relating to the protection of underground utilities; and

3.2.6 Provider has obtained relevant inspections (such as a ground inspections and inspection of a structural and civil engineer) verifying and suitability of the Site for construction, installation and ongoing operation of the System.

Provided, however, if the foregoing conditions precedent are not started within 12 months, or completed within 24 months from the execution of this PPA, Provider may terminate this PPA without triggering the default provisions or any liability under this PPA. Alternatively, in the event that such conditions precedent is not satisfied by such date, the Parties may mutually agree to amend this PPA to revise the Commercial Operation Date and term of this PPA.

3.3 Utility Approvals. Customer agrees to file, to assist, to join in the filing, and fully cooperate with Provider in obtaining necessary permits, licenses and approvals in connection with the installation, operation and maintenance of the System, including the submission of applications for interconnection of the System with the local utility. Customer will not oppose any effort of Provider necessary thereto. The "Commercial Operation Date" will be the later of (i) the date the local utility issues a letter to Customer granting permission to interconnect the System and operate it in parallel with the local grid, or otherwise provides its authorization if such utility does not issue an official letter, (ii) the date the Interconnection Agreement is entered into with the local utility, or (iii) the date that the System is actually interconnected to the local grid. Customer will not make any material changes to its electrical equipment at the Site after the date on which interconnection application or formal request is submitted to the local utility. Should the local utility fail to approve the interconnection of the System with respect to the Site or require equipment in addition to the equipment set forth in Exhibit A in connection with the Site, Provider may terminate this PPA immediately subsequent to notification from the local utility. The Parties will not be obligated to go forward with installation of a System if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. Customer agrees to assist Provider with and make all necessary repairs or changes to the existing electrical infrastructure so that the System can achieve commercial operation and will be eligible for state rebate funding, if applicable.

3.4 Delivery of Energy.

3.4.1 On the Commercial Operation Date and thereafter, Provider is under no obligation to begin delivering Energy to the Site unless and until all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System have been obtained and are in full force and effect. In no event will Provider have any liability to Customer for a delay in the Commercial Operation Date or for commencement of delivery of Energy after the Commercial Operation Date.

3.4.2 REC Financial Incentives. All REC Financial Incentives available in connection with the System are owned by Provider. Customer agrees to use all reasonable efforts to assist Provider in obtaining all REC Financial Incentives currently available or subsequently made available in connection with the System.

3.5 Interconnection Point. The point where the System is interconnected to Customer's electrical intertie is hereinafter referred to as the "Interconnection Point." Risk of loss related to Energy will transfer from Provider to Customer at the Interconnection Point. Customer will be deemed to be

in exclusive control of the Energy at and from the Interconnection Point and responsible for any damage, claims or injuries caused thereby and hold Provider harmless thereon, unless such damage, claims, or injuries were proximately caused by Provider, or Provider's agents, contractors, or employees.

4. Technical Assistance.

4.1 Operation & Maintenance and Technical Assistance. Provider will provide operation, repair, monitoring and maintenance services to the System during the Term of the PPA, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System. Customer will properly maintain, pay for and provide access to the necessary phone, computer, or other communication lines necessary to permit Provider to record the electrical output of the System for the entire Term as described in Exhibit B.

4.2 Malfunctions. Customer and Provider each will notify the other Party no later than seven (7) business days following the discovery by it of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of PPA Services. Provider and Customer each will notify the other Party immediately upon the discovery of an emergency condition in the System.

4.3 Title to System. Provider, or Provider's permitted successors or assigns, will at all times retain title to and be the legal and beneficial owner of the System, including the right to any tax credits available under federal, state or local law, the ITC, the Cash Grant, any other REC Financial Incentives, and any rebates, and the System will remain the property of Provider or Provider's successors and assigns and the System will remain severable from the Property of Customer in all respects. Customer is the fee owner of the Site and consents to the filing of a disclaimer of the System as a fixture of the Site in the office where real estate records are customarily filed in the jurisdiction of the Site. Provider is entitled to, and is hereby authorized to, file one or more UCC Financing Statements or fixture filings, as applicable, in order to protect its rights in the System and to keep such filings in full force and effect during the Term.

4.4 Section 7701. It is the intention of the Parties that the provisions in this PPA meet all of the requirements set forth in Section 7701(e)(4) of the Internal Revenue Code ("Code"),as amended, and any related Treasury Regulations and IRS administrative pronouncements, so that the PPA is deemed to be treated as a "service contract" and not as a "lease" pursuant to Section 7701(e), as amended. Customer agrees to execute any amendments to this PPA required to achieve such compliance as reasonably requested by Provider and its counsel.

4.5 Outages.

4.5.1 Customer will be permitted one offline period each year upon Provider's prior approval in writing during which period Customer will not be obligated to accept or pay for Energy. Such offline period will not exceed 48 hours. If the outage(s) lasts more than 48 hours per year, established per the Commercial Operation Date, Customer will pay Provider for the average loss of revenue based on the past 60 days of average kWh/hour produced by the System. Customer can request additional offline periods from Provider by seeking written consent from Provider, which will not be unreasonably withheld provided Customer compensates Provider for the loss of revenue for such period. Notwithstanding the foregoing, if security, weather, or another Force Majeure Event occurs which makes it necessary to temporarily disconnect the System during the Term, then Customer shall provide Provider verbal and written notice as soon as practicable. In such a circumstance, Customer's

disconnection of the System during the previously mentioned security, weather, or Force Majeure Event will not be considered a breach of this PPA.

4.5.2 Notwithstanding anything to the contrary herein, Provider will be entitled to suspend delivery of Energy to the Site for the purpose of maintaining and repairing any System, using commercially reasonable efforts to minimize any interruption in service to the Customer. Such suspension of service does not constitute a breach of this PPA.

4.6 Hazardous Materials. Provider, its contractor and subcontractors are not responsible for any hazardous materials encountered at the Site ("Host Hazardous Materials").

4.7 Compliance with Utility Specifications. Provider will ensure that all Energy generated by the System conforms to applicable utility specifications in effect as of the Effective Date for Energy being generated and delivered to the Site's electric distribution system, which include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of utility testing and verification, and all related costs.

5. Purchase of Energy. With respect to the System installed under this PPA:

5.1 Purchase Requirement. Except as provided in Section 4.5 of this PPA, Customer agrees to purchase one hundred percent (100%) of the Energy delivered by the System during the Term (or any renewal thereof) based upon the kWh Rate set forth in Section 6.1 and as calculated and billed as set forth in Section 6.3. From the date hereof, to the extent Customer has a choice in selecting an electric utility provider or electricity services company, Customer will not select an electric utility provider or electricity services company that requires, as part of its conditions for service, removal or discontinued operation of the System or the sales of Energy hereunder.

5.2 RECs.

5.2.1 At Provider's request and expense, Customer will execute all such documents and instruments necessary to (i) effect or evidence Provider's right, title and interest in and to the RECs and/or (ii) qualify for a local electric utility's REC purchase program and to transfer and assign all payments received thereunder to Provider. If the standards used to qualify the RECs to which Provider is entitled under this PPA are changed or modified, Customer will, at Provider's request and expense, use all reasonable efforts to cause the RECs to comply with new standards as changed or modified.

5.2.2 Customer will not take any action or suffer any omission at the Site that would have the effect of impairing any of the REC Financial Incentives of Provider. Customer is solely responsible for notifying Provider of any action or omission that could impair such value. Customer will consult with Provider as necessary to prevent impairment of any of the REC Financial Incentives.

6. Price and Payment.

6.1 Price. Customer will pay Provider for the Energy provided according to the terms of this PPA at the rates per kWh (the "kWh Rates") set forth in Exhibit E, plus any additional amount required pursuant to Section 6.2.

6.2 Taxes. Customer will pay any Transfer Taxes, but excluding in all events taxes based on or measured by net income, that are imposed by any taxing authority arising out of or with respect to the purchase or sale of the Energy (regardless of whether such Transfer Taxes are imposed on Provider

or Customer). If Provider is required by law to pay, collect, or deduct any Transfer Taxes or other taxes for which Customer is responsible for. Customer either will (as the case may be) promptly pay such amount to Provider to be remitted to the tax authority, or increase payments to Provider to compensate Provider for Customer's tax obligation as may be necessary so that, after making all required deductions, Provider will have received an amount equal to the sum it would have received had no such deductions been made. Customer agrees to cooperate in any manner requested by the Provider to qualify for any exemption for any taxes or Transfer Taxes.

6.3 Billing and Payment. Billing and payment for the Energy sold and purchased under this PPA and any other amounts due and payable hereunder will be as follows:

6.3.1 Invoice. Provider will provide a consolidated invoice to Customer on a monthly basis, within a reasonably practicable time after each calendar month end. The invoice will include (i) the output delivery to Customer and (ii) the total amount to be paid by Customer to Provider, for Energy provided in the preceding month.

6.3.2 Payments. Subject to adjustment in accordance with the following Section 6.3.3, Customer will pay to Provider for each Monthly Period during the Term within 30 days from receipt of the invoice, a payment for the Energy delivered by the System during each such Monthly Period equal to the product of (a) Monthly Production for the System multiplied by (b) the relevant kWh Rate for Energy relating to the System, plus any Taxes payable by customer under 6.2, which payment will be in U.S. Dollars and paid by check to Provider or by wire transfer of immediately available funds to an account designated by Provider.

6.3.3 Invoice Errors. Within 30 days after receipt of any invoice, Customer may provide written notice to Provider of any alleged error therein. Customer will pay all undisputed amounts, including the undisputed portion of any invoice, in accordance with Section 6.3.2. If Provider notifies Customer in writing within 30 days of receipt of such notice that Provider disagrees with the allegation of error in the invoice, the Parties will meet, by telephone conference call or otherwise, within 10 days of Customer's response for the purpose of attempting to resolve the dispute. If the Parties are unable to resolve the dispute within 30 days after such initial meeting, such dispute will be submitted to mediation in accordance with Section 13.13 of this PPA.

6.3.4 Late Payments. All payments hereunder will be made without setoffs or deduction.

6.4 Adjustments to Contract Price. In the event there is any change in Applicable Law, the result of which is to materially increase Provider's costs to provide the PPA Services, Provider will promptly submit to Customer a written notice setting forth (a) a description of the change in Applicable Law, (b) the manner in which such change in Applicable Law has changed or will materially change Provider's costs to provide the PPA Services, including reasonable computations in connection therewith. and (c) Provider's proposed adjustment to the kWh Rate for the Energy payable by Customer to reflect such expected material changes in Provider's costs. The parties agree to negotiate on an adjustment in the kWh Rate to compensates Provider for the cost increase related to the change in Applicable Law, which adjustment will remain in effect over the remaining years of the Term of this PPA or until the Applicable Law that caused the increase in costs is altered, repealed, or made inapplicable to the System. The Parties agree that any and all credits, reductions, discounts, historical pricing or other type of benefit made available from any source, whether arising directly or indirectly from the System or the Energy furnished by the System belong to Provider. Customer will promptly pay over to Provider any such amounts that may have been received by Customer. Notwithstanding

the foregoing, a change in Applicable Law related to eligibility of the System under the REC Financial Incentives will not be a change in Applicable Law for which Customer is required to pay a cost increase as set forth in this Section 6.4. If the Parties are unable to agree regarding an adjustment in the kWh Rate as described in this Section 6.4, Provider may either (1) choose to continue the PPA under the previously provided for kWh Rate or (2) terminate this PPA without penalty or liability to either Party.

7. General Covenants.

7.1 Covenants of Provider. As a material inducement to Customer's execution and delivery of this PPA, Provider covenants and agrees to the following:

7.1.1 General. At its sole expense, operate the System and utilize the Site in a commercially reasonable manner throughout the Term, maintain the System (including equipment installed by or at the expense of Provider) in good order, condition, and repair, and warrant that all of its operating and maintenance personnel or contractors will be adequately qualified and trained throughout the Term.

7.1.2 Permits and Approvals. While providing PPA Services, use commercially reasonable efforts to obtain and maintain all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities and utility personnel.

7.1.3 Liens. Provider shall not directly or indirectly cause, create, incur, assume, permit, or suffer to exist any liens on or with respect to Customer's real property or any interest therein and pay promptly before a fine or penalty that may attach to the System any taxes, charges, or fees of whatever type of any relevant Governmental Authority for which Provider is responsible under Section 6.2; if Provider breaches its obligations under this Section 7.1.3, it will immediately notify Customer in writing and promptly cause such lien to be discharged and released of record without cost to Customer. In the event Customer incurs certain costs in connection with the discharge and release of such unauthorized lien, then Provider will pay Customer's reasonable costs, including the payment of any reasonable attorney fees and court costs (at trial or on appeal) incurred in discharging and releasing such unauthorized lien.

7.1.4 Provider Records. Keep complete and accurate records of its operations hereunder and maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this PPA.

7.1.5 Health and Safety. Provider shall at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety or persons and property.

7.2 Customer's Covenants. As a material inducement to Provider's execution of this PPA, Customer covenants and agrees as follows:

7.2.1 Health and Safety. Customer will at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.

7.2.2 Security. Customer will provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms, if any.

7.2.3 Notice of Damage. Customer will promptly notify Provider of any matters Customer is aware of pertaining to any damage to or loss of the use of any System or that could reasonably be expected to adversely affect any System.

7.2.4 Liens. Customer will not directly or indirectly cause, create, incur, assume, permit or suffer to exist any liens on or with respect to any System or any interest therein. Customer will pay promptly before a fine or penalty may attach to any System any taxes, charges or fees of whatever type of any relevant Governmental Authority for which Customer is responsible under Section 6.2. If Customer breaches its obligations under this Section 7.2.4, it will immediately notify Provider in writing and promptly cause such lien to be discharged and released of record without cost to Provider.

7.2.5 Maintenance of Interconnection. Customer will ensure that all of the facilities to which Energy is delivered hereunder remain interconnected to the electrical grid during the entire Term, except as specifically permitted under this PPA. Customer will use best efforts to assist Provider in fulfilling Provider's responsibilities under Section 7.1.1.

7.2.6 Customer Records. Customer will keep complete and accurate records of its operations hereunder and will maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this PPA. Provider has the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

7.2.7 Appropriation. Customer's payment obligations hereunder are subject to annual appropriation. Customer covenants that any appropriation for the purchase of and/or the expenditure of funds for Energy or electricity needs for the Site(s) during the Term of this PPA, whether it be by specific line item or pursuant to approval of a general operating expense budget, will be deemed appropriation of funds necessary to make its payments hereunder. Customer also covenants to take all necessary action to ensure funds are available at all necessary times to satisfy its obligations hereunder.

7.2.8 Budgeting. Customer covenants to include the payments required to fulfill its obligations under the PPA in any annual (or other) budget submitted for approval by the appropriate governing body and to take all necessary action to ensure funds are available at all necessary times to satisfy its obligations hereunder.

8. Insurance.

8.1 Customer Insurance. Customer will provide and maintain general liability insurance covering the System installed on the Site and improvements to the site by Provider, during all periods (construction and operation) that Provider is the beneficial owner of the System, including Provider as a named insured. Within 30 days after execution of this PPA and upon Provider's request annually thereafter, Customer will deliver to Provider certificates of insurance evidencing such coverage. Customer agrees to provide Provider at least 30 days' prior written notice (or as soon as practicable if it receives notice of a change if less than 30 days) by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance must be primary coverage without right of contribution from any insurance of Provider.

8.2 Provider Insurance. Provider will provide and maintain "all risk" builder's risk property insurance during construction of the System and commercial general liability during the term of this PPA, including Customer as a named insured. Within 30 days after execution of this PPA and upon Customer's request annually thereafter, Provider will deliver to Provider certificates of insurance

evidencing such coverages. Provider agrees to provide Customer at least 30 days' prior written notice (or as soon as it receives notice of a change if less than 30 days) by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance must be primary coverage without right of contribution from any insurance of Customer.

9. Force Majeure Events. If either Party is prevented from or delayed in performing any of its obligations under this PPA by reason of a Force Majeure Event, such Party will notify the other Party in writing as soon as practicable after the onset of such Force Majeure Event and shall be excused from the performance of its obligations under this PPA to the extent that such Force Majeure Event has interfered with such performance. The Party whose performance under this PPA is prevented or delayed as the result of a Force Majeure Event will use reasonable efforts to remedy its inability to perform. If a Party's failure to perform its obligations under this PPA is due to a Force Majeure Event, then such failure will not be deemed a Provider Default or a Customer Default, as the case may be. Notwithstanding anything in this Section 9 to the contrary, no payment obligation of Customer under this PPA may be excused or delayed as the result of a Force Majeure Event. In case a Force Majeure Event continues for at least one (1) year with respect to the Site then either Party may terminate this PPA with respect to the Site by written notice to the other.

10. Term.

10.1 Term. The term of this PPA commences on the Commercial Operation Date for the System and ends at 11:59 P.M. (EST time) on the day that is 30 years after the Commercial Operation Date unless otherwise extended in writing by the Parties (the "Term"). Hereinafter, a "Termination Date" will occur on the day immediately following the end of the Term, unless this PPA is earlier terminated by a Party as provided in this PPA in which case the Termination Date will occur on such date. This PPA will terminate upon a proper termination of the Easement Agreement.

10.2 Cessation of Business Operations at Site. If, prior to the sixth anniversary of the Commercial Operation Date, Customer ceases to conduct business operations at the Site, sells its business or operations to a third party (or otherwise undergoes a change in control), vacates the Site, or is prevented from allowing operation of the System on the Site, then Customer will so notify Provider. In such a case, Provider has the option by providing written notice to Customer to terminate this PPA with respect to the Site and remove the System, at Provider's expense.

10.3 Removal of System Upon Expiration of Term. In the event Customer elects not to purchase the System as provided in this PPA, Provider will remove all requested tangible property comprising the System from the Site within 12 months of time after the termination (or expiration of the Term) of this PPA; provided, however, that notwithstanding any other term of this PPA, in the event that a Termination Date occurs for reasons attributable to Customer, including but not limited to a Customer Default, Provider has no obligation to remove the System from the Site prior to Customer's payment of the applicable damages in accordance with the terms of this PPA.

10.3.1 Bond for removal of system. Provider will carry a bond in the amount necessary for the cost of the removal of the system at the end of the term.

10.3.2 Customer Purchase Option Prior to Termination Date. So long as Customer has paid any and all amounts then currently owed to Provider under this PPA, Provider grants to Customer an option to purchase the System (the "Purchase Option"), exercisable during the 10-day period following each of the fifth (5^{th}) anniversary of the Commercial Operation Date with respect to the

System for an amount equal to the Option Price. Customer must give written notice to Provider of its intent to exercise its Purchase Option no later than the end of the 10-day exercise period described in the previous sentence. For the purposes of this Section 10.4 "Option Price" means an amount equal to the sum of (a) the Buyout Amount for the year in which the Purchase Option relates to as set forth in Exhibit G, and (b) the Fair Market Value of the System as of the date of the anniversary of the Commercial Operation Date that the Purchase Option relates to. For purposes of this section, "Fair Market Value" is the value determined by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value such equipment. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal will be borne by the Parties equally. To the extent transferable or assignable, the remaining period, if any, on all warranties for the System will be transferred or assigned (as the case may be) from Provider to Customer at Customer's sole expense. Upon receipt by Provider of payment of the Option Price (and all other amounts then owing by Customer to Provider), title to the System will transfer to Customer as-is, where-is and this PPA will terminate.

10.4 Payment of Termination Amount on Termination Date. Except in the event that Customer exercises its Purchase Option pursuant to Section 10.4 above, if a Termination Date for any System occurs for reasons attributable to Customer, including as a result of a Customer, the Customer will pay Provider the then-applicable Termination Amount.

10.5 Provider Termination. Provider shall have the right, upon written notice given in Provider's sole and absolute discretion, to terminate this PPA, effective on the date that the written notice is provided: (i) at any time until construction of the System commences; (ii) if the occurrence of an un-stayed order of a court or administrative agency having the effect of subjecting the sales of Energy to federal or state regulation of prices and/or service; (iii) upon elimination or alteration of one or more REC Financial Incentives or other change in law that results in a material adverse economic impact on Provider; (iv) as provided in Section 10.2; (v) if a Customer Default occurs (as defined below); or, (vi) if a breach by the Customer under the Easement Agreement occurs. Providers obligations to remove the System as set forth in Section 10.3 shall apply in all cases.

10.6 Provider's Indemnity. Provider will indemnify and hold harmless Customer, its permitted successors and assigns and their respective directors, managers, officers, equity holders, agents and employees (collectively, the "Customer Indemnified Parties") from and against any and all Losses incurred by the Customer Indemnified Parties to the extent arising from or out of, or related to, any claim for or arising out of any injury to or death of any person or loss or damage to property of any Person to the extent arising out of Provider's gross negligence or willful misconduct provided that the indemnification obligation with respect to this Section 10.7 does not apply if the injury, death, harm or damage that is the basis for such claim was caused by the negligence, violation of law or willful misconduct of any Customer Indemnified Party. Provider will not, however, be required to reimburse or indemnify any Customer Indemnified Party for any loss to the extent such loss is due to the negligence or willful misconduct of any Customer Indemnified Party.

11. Defaults.

11.1 Customer Default. The occurrence at any time of any of the following events constitutes a "Customer Default" (unless excused by a Force Majeure Event as provided herein):

11.1.1 Payment Default. Failure of Customer to make a timely payment to Provider hereunder; provided, however, that Customer may cure each such failure within 30 days from the date that the payment was due;

11.1.2 Phone and Data Line Default. Failure of Customer to maintain and grant Provider access to the phone and other communications lines as required hereunder; provided, however, that Customer may cure each such failure within seven (7) days after Customer receives written notice of such failure from Provider.

11.1.3 Other Defaults. Failure of Customer to perform or cause to be performed any other obligation required to be performed by Customer under this PPA, or the failure of any representation and warranty set forth herein to be true and correct as and when made, or the filing or permitting of filing by Customer of a lien or encumbrance on the System; provided, however, that if such failure by its nature can be cured, then Customer has a period of 15 days after receipt of written notice from Provider of such failure to Customer to cure the same and a Customer Default will not be deemed to exist during such period; provided, further, that if Customer commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period will be extended for 40 additional days.

11.1.4 Insolvency Default. (a) Customer as a matter of fact is unable to pay its debts generally as they become due or is "insolvent" as such term is generally interpreted under applicable state law; (b) Customer files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Customer makes an assignment for the benefit of creditors; (d) Customer consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Customer has a petition in bankruptcy filed against it; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Customer's assets; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Customer's assets; or

11.1.5 Easement Default. A material breach of the Easement Agreement by the Customer occurs, and such default is not cured, or the Customer otherwise vacates or sells the Site property, as applicable.

11.2 Provider Default. The occurrence at any time of the following events constitutes a "Provider Default" (unless excused by a Force Majeure Event as provided herein):

11.2.1 Performance Default. Failure of Provider to perform or cause to be performed any of its obligation hereunder or, as of the date hereof, the failure of any representation and warranty set forth herein to be true and correct provided that such failure results in a material adverse effect on Customer; provided, however, that if such failure by its nature can be cured, then Provider will have a period of 15 business days after receipt of written notice from Customer of such failure to Provider to cure the same and a Provider Default will not be deemed to exist during such period; provided, further, that if Provider commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period will be extended for 40 additional days;

11.2.2 Insolvency Default. (a) Provider as a matter of fact is unable to pay its debts generally as they become due or is "insolvent" as such term is generally interpreted under applicable

state law; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets; and (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets.

11.2.3 Easement Default. A material default by Provider under the Easement Agreement occurs, and such default is not cured.

12. Remedies Following Default.

12.1 Customer's Sole Remedy Upon Occurrence of a Provider Default. If a Provider Default as described in Section 11.2 above has occurred Customer may terminate this PPA by written notice, and this PPA will be of no further force or effect as of the date ("Expiration Date") the termination notice is given in which case Customer may require Provider to remove all of its tangible property comprising the System from the Site by a mutually convenient date but in no case later than 180 days after the Expiration Date, and in such case the Site will be returned to its original condition, except for System support structures, electric/wiring components and ordinary wear and tear. Section 12 sets forth Customer's only rights to termination under the PPA and Customer's sole associated remedies related thereto.

12.2 Provider's Remedies Upon Customer Default. In addition to any other remedies available under this PPA or at law or at equity, if a Customer Default as described in Section 11.1 has occurred, Provider may terminate this PPA by providing a termination notice described in Section 10.6, which will be effective as of the date the termination notice is given. In such a case, Provider has the right to (a) cause Customer to pay the applicable Termination Amount, (b) notify the local electric utility of the termination of the interconnection agreement, and/or (c) remove the System.

12.3 Abandonment. In the event Provider fails to remove the System based on Provider's obligations hereunder and 30 additional business days have passed after Customer has notified Provider in writing that it has failed to comply with its removal obligations under this PPA, the System will be deemed to be abandoned and Customer, if otherwise consistent with the terms and conditions of this PPA, may remove and store or dispose of the System. Customer may seek reimbursement from Provider for its reasonable costs associated with such removal and disposal of the System.

12.4 No Consequential Damages. Nothing in this PPA is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits or revenues from others or other special or consequential damages, all claims for which are hereby irrevocably waived by Customer and Provider. Notwithstanding the foregoing, none of the payments for Energy or any other amount specified as payable by Customer to Provider under the terms of this PPA upon the termination of this PPA, including a Termination Amount, are deemed consequential damages. Provider's liability hereunder in all respects is limited to amounts paid to it hereunder during the most recent 24-month period. The Parties agree that actual damages to Provider in the event of termination prior to the end of the Term (or any extension thereof) as a result of Customer's actions would be impracticable or difficult to ascertain, and the applicable Termination Amount as stated in Exhibit F is

a reasonable approximation of the damages suffered by Provider as a result of early termination of this PPA.

12.5 Effect of Termination of Agreement. Upon the Termination Date or the Expiration Date, as applicable, any amounts then owing by a Party to the other Party will be immediately due and payable and the then future obligations of Customer and Provider under this PPA will be terminated (other than the indemnity obligations, as applicable, set forth in this Agreement). Such termination will not relieve either Party from obligations accrued prior to the effective date of termination or expiration.

13. Miscellaneous Provisions.

13.1 Notices. All notices, communications and waivers under this PPA must be in writing and be (a) delivered in person, or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by reputable overnight express courier, addressed in each case to the addresses set forth below, or to any other address either of the parties to this PPA designates in a written notice to the other Party, or (d) transmitted by e-mail if receipt of such transmission by e-mail is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgment), addressed as follows:

If to Provider:	If to Customer:
SUT XIII, LLC 15 S Public Square Angola IN 46703	La Harpe Community District 347 404 W Main Street La Harpe, IL 61450
Attention: Dr. Michael Campo Ph.D. Phone: 260.494.1316 Email: mcampo@entrustcm.com	Attention: Dr. Janet Gladu, Superintendent Phone: 217.659.3713 Email: jgladu@laharpeeagles.com

13.2 Party Representations and Warranties.

13.2.1 Provider Representations. Provider hereby represents and warrants that:

(a) It is a limited liability company duly organized, validly existing, and in good standing under applicable state laws and has all requisite limited liability company power and authority to enter into this PPA and the Easement Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby;

(b) The execution and delivery of this PPA and the Easement Agreement and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary limited liability company action and, to the best knowledge of Provider, as of the date of execution hereof, no governmental approval (other than any governmental approvals that have been previously obtained or disclosed in writing to Customer) is required in connection with the due authorization, execution and delivery of this PPA and the Easement Agreement by Provider;

(c) Each of this PPA and the Easement Agreement is a legal, valid and binding obligation of Provider enforceable against Provider in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); and

(d) The execution and delivery of this PPA and the Easement Agreement by Provider and the compliance by Provider with the terms hereof do not conflict with, breach or contravene the provisions of the charter documents or operating agreement of Provider or any material contractual obligation of Provider.

13.2.2 Customer Representations. Customer hereby represents and warrants that:

(a) It is an Illinois public school district authority duly organized, validly existing and in good standing under applicable state laws of the Site and has all requisite statutory power and authority to enter into this PPA and the Easement Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby;

(b) The execution and delivery of this PPA and the Easement Agreement and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary statutory requirements and Board of Education approvals and no governmental approval (other than any governmental approval which has been previously obtained or disclosed in writing to Provider) and no other consent, action or approval is required in connection with the due authorization, execution and delivery of this PPA and the Easement Agreement by Customer or the performance by Customer of its obligations hereunder and thereunder which Customer has reason to believe that it will be unable to obtain in due course;

(c) Each provision of this PPA and the Easement Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) Neither the execution and delivery of this PPA by Customer nor compliance by Customer with any of the terms and provisions of this PPA conflicts with, breaches or contravenes the provisions of the organizational documents of Customer or applicable Illinois law or any contractual obligation of Customer;

(e) To the best knowledge of Customer, there are no existing amounts of regulated hazardous materials that are currently located at the Site;

(f) Customer has not entered into any contracts or agreements with any other person regarding the provision of the services contemplated to be provided by Provider under this PPA;

(g) The obligations of Customer pursuant to the provisions of this PPA that require the expenditure of funds do not constitute a general obligation or indebtedness of the Customer within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate the

Customer to make any expenditure unless the expenditure has been duly budgeted, if and to the extent required by law, and is within all budget and expenditure limitations of and is not in conflict with any state or federal limitations placed upon the Customer; and

(h) Customer represents, warrants and covenants that (i) it has complied with all bidding and budgeting requirements where necessary and this PPA is a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this PPA subject to bankruptcy, insolvency and similar laws and to the exercise of judicial discretion and (ii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

13.3 Assignment.

13.3.1 Assignment by Provider. Provider will not sell, transfer or assign (collectively, an "Assignment") the PPA, the Easement Agreement or any interest therein, without the prior written consent of Customer, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Provider may assign or otherwise transfer the Agreement in connection with an acquisition in which another party becomes the owner of substantially all of the assets of Provider without obtaining the prior written consent of Customer; provided, further, the Parties acknowledge that Provider intends to finance the System with a combination of construction and/or permanent financing facilities, including structured tax equity and/or securitization financing, and Provider may assign the PPA and the Easement Agreement by way of direct or collateral assignment to any Person in connection with or in support of such activities without obtaining the prior written consent of Customer. In the event that Provider identifies a secured Financing Party in a notice to Customer, then Customer will comply with the provisions set forth in Exhibit H, and agrees to provide such estoppels as Provider may reasonably request from time to time.

13.3.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party as contemplated in Section 13, then Customer hereby acknowledges:

(a) the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the PPA and the Easement Agreement, as consented to under Section 13.3.

(b) that the Financing Party as such collateral assignee is entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in the PPA and the Easement Agreement.

(c) that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in the PPA, in accepting such security interest as collateral for its financing of the System.

(d) Any Financing Party will be an intended third-party beneficiary of this Section 13.3.

13.3.3 Assignment by Customer. Customer will not assign the PPA, the Easement Agreement, or any interest in any of the foregoing, without Provider's prior written consent. Any

assignment by Customer without the prior written consent of Provider does not release Purchaser of its obligations hereunder.

13.3.4 Any permitted assignee must assume and agree to be bound by all of the obligations, liabilities and duties of the assigning Party under this PPA and the related Easement Agreement.

13.4 Successors and Assigns. The rights, powers and remedies of each Party will inure to the benefit of such party and its successors and permitted assigns.

13.5 Amendments to Agreement. This PPA will not be amended, modified or supplemented without the written agreement of Provider and Customer at the time of such amendment, modification or supplement.

13.6 Contingencies. The Parties acknowledge that certain items must be accomplished prior to this PPA taking effect and specifically that this PPA is contingent upon the following occurrences:

13.6.1 Interconnection Agreement. Provider must negotiate and enter into an Interconnection Agreement with the local utility to implement this PPA.

13.6.2 Net Metering Agreement. Provide must negotiate and enter into a Net Metering Agreement with the local utility to implement this PPA.

Both the Interconnection Agreement and Net Metering Agreement described above must include a 6 and 9.75 cent / kWh rate and provide an average delivery of 308,802 kWh energy production annually. Should either of these items not be accomplished by Provider, this PPA will automatically terminate and be of no force or effect against either Party and no liability by either Party to the other.

13.7 Waivers; Approvals. No waiver of any provision of this PPA will be effective unless set forth in writing signed by the Party making such waiver, and any such waiver will be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this PPA, or to take action in the event of any breach of any such provisions or upon the occurrence of any Provider Default or Customer Default, as applicable, will not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this PPA, such Party may at any time after such failure exercise all rights and remedies available under this PPA with respect to such Provider Default or Customer Default. Receipt by a Party of any instrument or document does not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this PPA must be in writing, signed by the Party whose approval is being sought.

13.8 Partial Invalidity. In the event that any provision of this PPA is deemed to be invalid by reason of the operation of Applicable Law, Provider and Customer will negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this PPA and the related Easement Agreement. The validity and enforceability of the remaining provisions, or portions or applications thereof, will not be affected by such adjustment and will remain in full force and effect.

13.9 Execution in Counterparts. This PPA may be executed in counterparts, and all said counterparts when taken together constitute one and the same Agreement.

13.10 No Agency. This PPA is not intended, and will not be construed, to create any association, joint venture, agency relationship, employee relationship, or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party has any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

13.11 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party are the obligations solely of such Party. No Party has recourse to any parent, subsidiary, partner, member, affiliate, lender, director, officer, or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the entity against whom recourse is sought.

13.12 Cooperation with Financing. Customer acknowledges that Provider may be financing the PPA Services and the System and requires the REC Financial Incentives in financing the System and Customer agrees that it will reasonably cooperate with Provider and its financing parties in connection with such financing and acquiring the REC Financial Incentives, including (a) the furnishing of such information, (b) the giving of such certificates and additional agreements, or (c) providing such opinions of counsel and other matters as Provider and its financing parties may reasonably request; provided, however, that the foregoing undertaking will not obligate Customer to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Customer, under this PPA (except for providing notices and additional cure periods to the financing parties with respect to events of default with respect to Provider as a financing party may reasonably request). It is the intent of the Provider to receive an investment tax credit pursuant to IRC Section 48 (the "ITC") as part of the financing of the System. The Customer agrees that it has no interest whatsoever in the ITC. The Customer also agrees to cooperate to the extent requested by the Provider so that the Provider or its affiliate can obtain such ITC or defend any action with respect to any disallowance or recapture of the ITC which cooperation includes but is not limited to making the Customer's employees, contractors, or other service providers available to the Provider, executing any documents requested by the Provider, and providing any information whether written or verbal to the Provider.

13.13 Choice of Law. This PPA will be construed in accordance with the applicable state laws of the Site, without regard to its conflict of laws principles. Following unsuccessful non-binding mediation. the Parties irrevocably agree that any action, suit or proceeding related to this PPA may be brought in the local court having jurisdiction. The Parties waive their right to bring or remove any action, suite or proceeding to federal court.

13.14 Negotiated Resolution. In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this PPA, or the related Easement Agreement, or the breach hereof or thereof, that has not been resolved by informal discussions and negotiations, either Party may take whatever action it deems appropriate to seek resolution of the matter after 40 business days of unsuccessful negotiation has past; provided, however, either Party may, during said 40 business day period, request the utilization of the services of a mediator who is registered in the state of Illinois (chosen by mutual agreement of the Parties), and the other Party will cooperate with such request and share equally the reasonable costs of such mediation. Any information disclosed to the mediator but not to the other Party will be confidential, to the extent permitted by law, and subject to disclosure only as permitted by law.

13.15 Entire Agreement. This PPA (including all exhibits attached hereto) and the Easement Agreement represent the entire agreement between the parties to this PPA with respect to the subject

matter hereof and thereof and supersede all prior and contemporaneous oral and prior written agreements. In the event of any conflict between the provisions of this PPA and the provisions of the Easement Agreement, the provisions of this PPA will govern and control.

Intentionally delelted15. Exclusion from Energy Conservation Project.

Each party hereto agrees that this Energy Conservation Project agrees that the energy delivered by this system and the system itself shall not be used to heat any pool located on the school grounds or for any pool related activities.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this PPA as of the date first written above.

PROVIDER
SUT XIII, LLC

By: _____

Name: Michael Campo

Title: CFO ~~and Managing Director~~
Its duly authorized agent

CUSTOMER
La Harpe Community District 347

By: _____

Name: Dr. Janet L. Gladu

Title: Superintendent
Its duly authorized agent

CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned agent for La Harpe Community District 347, located in La Harpe, Hancock County, Illinois, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Date: 12-19-23

By: Laura Jones
Name:
Title: Finance Manger
Its duly authorized agent

EXHIBIT A
SYSTEM DESCRIPTION

The solar photovoltaic system included within this PPA will be a 230 KW (dc) ground-mounted system located 404 W Main Street La Harpe, IL 61450 (see Easement details). System will provide approximately 308,802 kWh of power production per year. Provider will design and install a turn-key 230 KW (dc) solar photovoltaic system and include, but not limited to, the following scope and services:

- All engineering and design services of the System, including, but not limited to stamped engineering drawings;
- All required interconnection and permitting associated with the System and Easement associated with the PPA;
- All required monitoring and networking systems and integration to provide the Customer and the Provider real-time monitoring, data collection and display of the performance of the system;
  - Customer will have access to this information and data in order to utilize the data and information for educational purposes, marketing purposes and verification of System performance purposes.
- All required material to deliver a 230 KW (dc) ground-mounted solar array including, but not limited to:
  - Solar panels (tier 1 manufacturer)
  - Mounting poles and hardware
  - All electrical material and components such as:
    - Inverters (tier 1 manufacturer)
    - Electrical wire, conduit, connectors, etc.
  - Monitoring and data collection meters and devices including a web-based display and graphics
  - Landscaping of solar array system to ensure low maintenance associated with the grounds in and around the solar array
    - Material and finish associated with the landscaping shall be discussed and agreed upon in writing prior to final acceptance and execution of the PPA
  - Any and all miscellaneous System material and components required to design and install a turn-key 230 KW (dc) ground mounted solar array
- All labor and installation services required to install the 230 KW (dc) solar System, including landscaping in and around the System
- Provide coordination and project management for an interruption free installation
- Provide documented commissioning of the System supporting proper operation
- Within 90 days of acceptance of the PPA, Provider shall produce all engineered documents for Customer review and approval, including detailed documents associated with the manufacturers of the System components (solar panels, inverters, mounting hardware, etc.), detailed location of the System and location of underground electrical wire and inverter locations.
- Add fencing requirement.

The following items are **NOT** included:

- Relocation of underground utilities

EXHIBIT B
DEFINITIONS

"Applicable Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, enforceable at law or in equity, along with the interpretation and administration thereof by any Governmental Authority.

"Code" means the Internal Revenue Code of 1986, as amended.

"Customer" means has the meaning set forth in the Preamble to this PPA for purposes to meet its obligations as set forth in the PPA. The term "Customer" includes Customer's duly authorized agents.

"Financing Party" means, as applicable, any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an affiliate of Provider) with respect to the System.

"Force Majeure Event" means, when used in connection with the performance of a Party's obligations under this PPA, any of the following events to the extent not caused by such Party or its agents or employees: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, landslides, range or forest fires, and objects striking the earth from space (such as meteorites), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this PPA; and, (iii) strikes, walkouts, lockouts or similar industrial or labor actions or disputes.

"Governmental Authority" means any domestic, federal, state, regional, county, township, city, or municipal government, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Installer" also referred to as "Contractor" means any person designated by Provider in accordance with this PPA to install the System on the Site.

"Interconnection Agreement" means the interconnection agreement required by the local utility for interconnection of the System.

"Monthly Period" means the period commencing on the Commercial Operation Date and ending on the last day of the calendar month in which the Commercial Operation Date occurs, and, thereafter, all subsequent 1-month periods during the Term.

"Monthly Production" means, for each Monthly Period, the amount of Energy delivered during such Monthly Period.

"Party" has the meaning set forth in the preamble to this PPA.

"Person" means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Provider" has the meaning set forth in the preamble to this PPA. For purposes of access rights and other rights necessary for Provider to perform its obligations hereunder, the term "Provider" includes Provider's authorized agents, contractors and subcontractors.

"RECs" means renewable energy credit(s) or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits, or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of renewable energy attributed to the Energy produced by the System under any reporting program adopted by a governmental authority, or for which a registry and a market exists or for which a market may exist at a future time.

"REC Financial Incentives" means each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (i) RECs and other performance-based incentives under any federal, state, or local renewable energy program or initiative, (ii) any utility rebates, incentives, state-funded monetary assistance originating from state legislation or local other funding offered for the development of renewable energy or solar projects, (iii) any incentive or production tax credits (including the ITC), other tax benefits, and tax depreciation, (iv) any rebates, incentives, or other types of benefits; however named or referred to, with respect to any and all fuel, emissions, air quality, energy generation, RECs or other environmental or energy characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the System, (v) investment tax credits, and (vi) all Reporting Rights with respect to such foregoing allowances.

"Reporting Rights" means the right of Provider to report to any federal, state, or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that Provider owns the RECs and the REC Financial Incentives associated with the Energy.

"Termination Amount" means, for each calendar year, that certain amount set forth in Exhibit F related to any date of determination for the System.

"Transfer Taxes" means all sales, use, gross receipts, excise, ad valorem, transfer and other similar taxes, charges, and fees together with any interest, penalties or additions to the tax, charge, or fee payable.

EXHIBIT C
SITE DESCRIPTION

S21 T7 R5 GOCHENOURS ADD - LOT 1 (EX W 11' OF N 115') LOT 2; S 50' LOT 3; LOT 4; N70' LOT 5 & ALL LOT 6 BLK 4 LA HARPE

The location of the 230 KW (dc) solar array has been based on the following site. The exact location of the System will be reviewed and agreed upon with 45 days of the execution of the PPA.

EXHIBIT D
EASEMENT AGREEMENT

GRANT OF EXCLUSIVE THIRTY-ONE YEAR EASEMENT

THIS INDENTURE WITNESSETH that the La Harpe Community District 347 Board of Education of Hancock County, Illinois (herein Grantor) grants and conveys the easement described herein to SUT XIII, LLC, an Illinois limited liability company, (herein collectively Grantee) for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor. Grantor, for itself, its respective successors, representatives, and assigns, grants and conveys to Grantee a Thirty-one Year Exclusive Easement (herein Easement), over, under, and in the following described dominate real estate (herein Easement Property) in Hancock County, Illinois, to-wit:

Situated in the Township of La Harpe, County of Hancock, and State of Illinois, and

known as:

Parcel No. 06-21-000-815 and 06-21-000-686, Deed of Fiduciary conveying the property to Grantor is recorded in Book 183, Page 38, and Book 141, Page 44 of the Hancock County Real Property Records.

for the construction, installation, operation, and continued maintenance of a solar photovoltaic system, which Easement is shown on the attached drawing (attached as Exhibit A and incorporated herein) depicting the location of the easement, together with a copy of the real property card for the Easement Property, and a drawing showing the location of the 230 kW(dc) ground-mounted solar array system installation on the Easement Property, which is the La Harpe Community School District #347, located at 404 W Main Street La Harpe, Illinois 61450 which shall be equal to the area necessary to accomplish and perform the construction, installation, operation, and maintenance of the solar photovoltaic system by Grantee on the following terms and conditions:

1. Grantor additionally grants to Grantee, its successors, and assigns, a Thirty - One Year Exclusive Easement across, over and/or under the Easement Property for the rights, privileges, and authority to enter upon, dig, lay, install, construct, operate, and to maintain the solar photovoltaic system for the benefit of Grantor and Grantee in Hancock County, Illinois.

   Grantor additionally grants to Grantee, its successors and assigns, suitable access for ingress and egress over and upon the Easement Property to construct, install, operate, and maintain the solar photovoltaic system at will, and to make

such alterations and improvements in such easement for the purpose stated herein, for the benefit of the Grantor's real estate, as may be necessary or useful, and to remove from the Easement Property and any encroaching trees, vegetation, or other obstructions which would interfere with the solar photovoltaic system. However, such right shall exclude any existing buildings, improvements and vegetation. If there should be a change in the location of the ingress and egress, Grantor shall give Grantee at least seven (7) days' notice of the change prior to the change.

2. Grantor warrants that Grantor has good and indefeasible fee simple title to the Easement Property, subject only to current real estate taxes not delinquent and to mortgages easements, covenants and restrictions of record; and, has full right, power and authority to grant the easement and rights granted herein.

3. Grantee agrees that, in the construction, installation, and maintenance of the solar photovoltaic system, it will restore the area disturbed by its work as near the original condition as is practical, and not otherwise in conflict with the purposes set forth in this Grant of Thirty-One Year Exclusive Easement. Further, Grantee agrees for itself, its successors, and assigns that maintenance responsibility of this solar photovoltaic system shall run with this Easement.

4. Grantor agrees for itself, its successors, and assigns that it will not erect any obstructions on or underneath the solar photovoltaic system for which the easement is granted in this Grant of Thirty-One Year Exclusive Easement, except by express written permission from Grantee. Grantor agrees that it is its responsibility to maintain reasonable security at the site: a) to prevent nor allow unauthorized persons inside the fenced area of the easement where the solar array equipment is located, b) to prevent nor allow any unauthorized person to have access to the solar array equipment within the easement.

5. The Easement granted hereunder is Exclusive for the specific purpose of installation, construction, maintaining and operating a solar photovoltaic system. Grantor shall continue to have the authority and right to utilize the easement areas for any purpose which does not materially impact the use of the Easement for the intended purpose, including but not limited to ingress and egress.

6. The Thirty-One Year Exclusive Easement shall be transferred to any assignee or other successor in interest of Grantee. Grantor agrees that all mortgages, liens and encumbrances on the Easement Property shall be subordinated to this Grant of Thirty-One Year Exclusive Easement, and Grantor agrees to provide any and all subordinate agreements, releases and other documents required to achieve and ensure such subordination, and to save and hold Grantee harmless therefrom, including attorney fees and costs which may be incurred by Grantee.

7. Upon termination of the Power Purchase Agreement between the Grantor and the Grantee for the purchase of power generated by the solar photovoltaic system located on the Easement described herein, this Easement agreement will terminate.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their respective hands this 19th day of December, 2023.

GRANTOR: La Harpe Community School District #347 Board of Education

By: [signature] Board President
Name Title

Date: 12-19-23

STATE OF Illinois)
) SS:
COUNTY OF Hancock)

Before me, a Notary Public in and for said County and State, personally appeared, Dustin Detherage, Board President for the La Harpe Community School District #347 Board of Education, having the authority on behalf of the La Harpe Community School District #347 Board of Education to enter into this easement, who each acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this 19th day of December, 2023.

My Commission Expires:
12-8-24

Laura Jones
, Notary Public

Resident: [illegible]

LAURA JONES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 08, 2024

GRANTEE: SUT XIII, LLC



its duly authorized agent

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Michael Campo, having the authority on behalf of SUT XIII, LLC to enter into this easement, who acknowledged execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this 3 day of January, 2024.

My Commission Expires:

Date: 10/16/2031

Kalyn Bruce

Kalyn Bruce, Notary Public

Resident: Allen County, Indiana

KALYN BRUCE
My Commission Expires 10-16-2031
NOTARY PUBLIC SEAL
Allen County
Commission Number NP0752264
STATE OF INDIANA

This instrument prepared by Solomon L. Lowenstein, Jr., Attorney at Law, 614 W. Berry Street, Suite A, Fort Wayne, Indiana 46802; Attorney No. 8922-02

Mail to: Entrust Solar Development, LLC
Attn: Kalyn Bruce
15 S Public Square
Angola, IN 46703

EXHIBIT A
Easement Description and Location

JONES SURVEYING & ENGINEERING CORPORATION

LAND SURVEYING * CIVIL ENGINEERING * CONSTRUCTION INSPECTION

LICENSED SURVEYOR'S IN: IL, IA, IN & MO

LICENSED ENGINEER'S IN: IL

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A SET IRON ROD MARKING THE NORTHEAST CORNER OF SAID LOT 1, IN BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22, NORTH 88 DEGREES 53 MINUTES 24 SECONDS WEST, 13.19 FEET TO AN EXISTING CHAIN LINK FENCE AND THE POINT OF BEGINNING OF THE UTILITY EASEMENT DESCRIBED HEREIN.

FROM THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, ALON SAID FENCE LINE, SOUTH 01 DEGREES 11 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE LEAVING SAID FENCE LINE, NORTH 89 DEGREES 19 MINUTES 28 SECONDS WEST, 300.00 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 12 SECONDS EAST, 100.00 FEET TO THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 4 OF GOCHENOUR'S ADDITION; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, 148.20 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LOT 1, IN SAID BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22; SOUTH 88 DEGREES 53 MINUTES 24 SECONDS EAST, 151.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINING 0.69 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF NOVEMBER, 2023 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT A
Easement Description and Location (Continued)

EASEMENT EXHIBIT

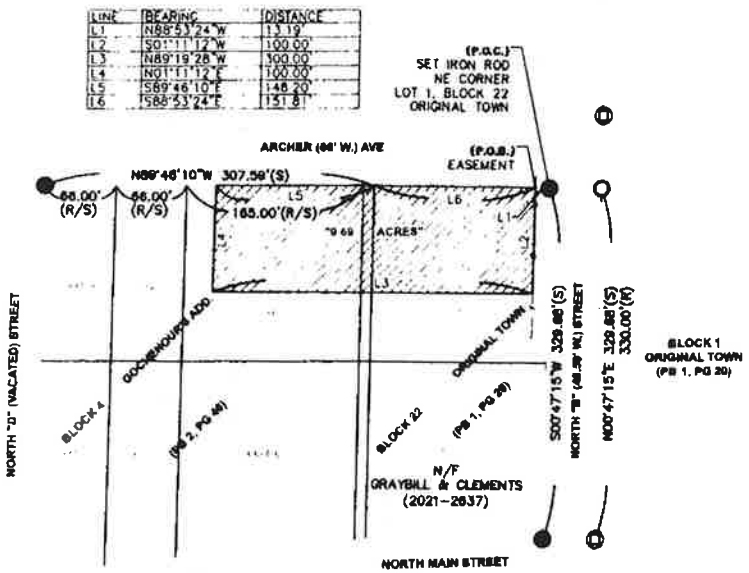
A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS.

0' 100' 200'

SCALE: 1" = 100'

LEGEND
N/F NOW OR FORMERLY
FOUND IRON ROD
FOUND IRON PIPE
SET (½"x24") IRON ROD W/ CAP STAMPED "JONES INC PDF 5084"

LINE	BEARING	DISTANCE
L1	N88°53'24"W	13.19'
L2	S01°11'12"W	100.00'
L3	N89°19'28"W	300.00'
L4	N01°11'12"E	100.00'
L5	S89°46'10"E	146.20'
L6	S88°53'24"E	151.81'



GENERAL NOTES:

1. ALL DISTANCES ARE SURVEYED (S) AND RECORDED (R), UNLESS OTHERWISE NOTED.
2. FIELD WORK COMPLETED: NOVEMBER 10, 2023.
3. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
4. BASIS OF BEARINGS: GRID BEARINGS ARE BASED UPON THE UNITED STATES PLANE COORDINATE SYSTEM OF 1983, ILLINOIS WEST 1202 ZONE.
5. SOURCE OF RECORD TITLE: BOOK 183, PAGE 38 AND BOOK 141, PAGE 44, BOTH IN THE HANCOCK COUNTY, ILLINOIS, RECORDER'S OFFICE.

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT OVER AND ACROSS A TRACT OF LAND BEING PART OF LOT 1, IN BLOCK 4 OF GOCHENOUR'S ADDITION AND PART OF LOT 1, IN BLOCK 22 OF THE ORIGINAL TOWN, NOW CITY OF LaHARPE, HANCOCK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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FROM THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, ALON SAID FENCE LINE, SOUTH 01 DEGREES 11 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE LEAVING SAID FENCE LINE, NORTH 89 DEGREES 19 MINUTES 28 SECONDS WEST, 300.00 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 12 SECONDS EAST, 100.00 FEET TO THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 4 OF GOCHENOUR'S ADDITION; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, 146.20 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LOT 1, IN SAID BLOCK 22; THENCE ALONG THE NORTH LINE OF SAID LOT 1, IN SAID BLOCK 22; SOUTH 88 DEGREES 53 MINUTES 24 SECONDS EAST, 151.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINING 0.69 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF NOVEMBER, 2023 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATION:

TO: ENTRUST SOLAR DEVELOPMENT, LLC

THIS STATES THAT WE, THE JONES CORPORATION, PROFESSIONAL LAND SURVEYORS IN THE STATE OF ILLINOIS, HAVE SURVEYED THE ABOVE DESCRIBED TRACT OF LAND AND FURTHER CERTIFY THAT TO THE BEST OF OUR INFORMATION, KNOWLEDGE, AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THAT SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

JONES SURVEYING & ENGINEERING CORPORATION
PROFESSIONAL DESIGN FIRM NO: 5084

PROJECT NO: 2023-224

ROYCE P. JONES,
IL PROFESSIONAL LAND SURVEYOR NO. 035-003844

DATED: NOVEMBER 10, 2023

MY LICENSE EXPIRES NOVEMBER 30, 2024

ROYCE P. JONES
035-003844
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
MACOMB ILLINOIS

CLIENT:
ENTRUST SOLAR DEVELOPMENT
C/O SPENCER YACKES
16 S. PUBLIC SQUARE
ANGOLA, IN 46737

JONES SURVEYING & ENGINEERING CORP.
246 BOVER ROAD 103 EAST BROADWAY
MACOMB, IL 61455 MONMOUTH, IL 61462
P:(309) 833-2534 P:(309) 734-2534
F:(309) 833-2533 F:(309) 734-2325
LICENSED IN ILLINOIS, IOWA, MISSOURI, & INDIANA
www.the-jonescorp.com

DRAWN BY: RPJ	
CHK BY: RPJ/CTF	
11.10.2023	
Job Number	2023-224
Sheet Number	1 OF 1

EXHIBIT E

PRICING

The Customer will pay monthly for all Energy delivered by the System based on the following calculation:

____ the amount of kWh of Energy delivered to the month by Provider, multiplied by

____ Half (1/2) of monthly production $0.0600 (6.0 cents) and

____ Half (1/2) of monthly production $0.0975 (9.75 cents) and are subject to an annual escalator of 0% (the kWh Rate)

The Customer will additionally pay a service fee each month during the life of the contract. The monthly service fee is fixed until subjected to provider review during period year 5, year 10, year 15, year 20, year 25 of the contract and may be adjusted with written notice to the Customer. The monthly service fee for the first five (5) years is $1,452.54 beginning the first billing period.

The currency set forth above will be in United States dollars. Such pricing does not reflect potential increases in pricing as a result of other terms and conditions of the PPA, including but not limited to, a change in price due to a change in Applicable Law pursuant to Section 6.5.

EXHIBIT F
TERMINATION AMOUNT

Year	Termination Amount
1	$ 1,027,343.65
2	$ 987,733.22
3	$ 948,556.05
4	$ 909,866.43
5	$ 871,723.33
6	$ 834,190.84
7	$ 816,983.35
8	$ 800,531.63
9	$ 557,453.32
10	$ 770,230.69
11	$ 756,567.21
12	$ 744,032.19
13	$ 732,739.45
14	$ 722,812.47
15	$ 714,385.21
16	$ 707,602.96
17	$ 702,623.30
18	$ 699,617.09
19	$ 698,769.63
20	$ 700,281.80
21	$ 666,748.66
22	$ 597,225.18
23	$ 527,567.72
24	$ 457,772.12
25	$ 387,834.17
26	$ 317,749.67
27	$ 247,514.34
28	$ 177,123.92
29	$ 106,574.09
30	$ 35,860.51

EXHIBIT H
GENERAL CONDITIONS

Customer acknowledges that Provider will be financing the installation of the System either through a lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of the PPA and the Easement Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Customer in writing Customer agrees as follows:

(a) Consent to Collateral Assignment. Customer consents to either the sale or conveyance to the collateral assignment by Provider to a lender that has provided financing of the System, of the Provider's right, title and interest in and to the PPA and the Easement Agreement.

(b) Notices of Default. Customer will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Customer under the PPA or the Easement Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Customer will not mutually agree with Provider to terminate either the PPA or the Easement Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of the PPA or the Easement Agreement:

i. The Financing Party, as collateral assignee, will be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under the PPA or the Easement Agreement in accordance with the terms of the PPA and the Easement Agreement and only in the event of Provider's or Customer's default. The Financing Party will also be entitled to exercise all rights and remedies of secured parties generally with respect to the PPA, the Easement Agreement, and the System.

ii. The Financing Party will have the right, but not the obligation, to pay all sums due under the PPA and the Easement Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of the PPA and the Easement Agreement. Nothing herein requires the Financing Party to cure any default of Provider under the PPA or the Easement Agreement or (unless the Financing Party has succeeded to Provider's interests under the PPA or the Easement Agreement) to perform any act, duty or obligation of Provider under the Agreement, but Customer hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party will give notice to Customer of the transferee or assignee of the PPA or the Easement Agreement. Any such exercise of remedies shall not constitute a default under the PPA and the Easement Agreement.

iv. Upon any rejection or other termination of the Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within 90 days of such termination or rejection, Customer will enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as the Agreement.

(d) Right to Cure.

i. Customer will not exercise any right to terminate or suspend the PPA or the Easement Agreement unless it has given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend the PPA or the Easement Agreement, specifying the condition giving rise to such right, and the Financing Party has not cured the condition giving rise to the right of termination or suspension within 30 days after such notice or (if longer) the periods provided for in the PPA or the Easement Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional 90 days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, acquires title to or control of Provider's assets and, within the time periods described in Subsection (c)(i). above, cures all defaults under the PPA and the Easement Agreement existing as of the date of such change in title or control in the manner required by the PPA and the Easement Agreement and which are capable of cure by a third person or entity, then such person or entity will no longer be in default under the PPA and the Easement Agreement, and the PPA and the Easement Agreement will continue in full force and effect.

Gmail

Janet Gladu <jgladu@laharpeeagles.com>

Design Contract

Jacques Reynolds <jreynolds@architechnicsinc.com> Thu, Apr 17, 2025 at 3:00 PM
To: Janet Gladu <jgladu@laharpeeagles.com>

Janet,

The design contract for the cafeteria and classroom addition is attached.

I have also attached the latest cost estimate.

The budget is $3,950,000.00 which now includes $200,000.00 for the existing restroom renovations at the main entrance.

The proposed fee is at 8% of that amount.

Our (tentative) schedule is as follows:

Complete Schematic Design by 5/15/25

Complete Design Development by 7/3/25

Complete Construction Documents and issue drawings for bidding by 10/3/2025

Receive bids 11/3/2025

This will set us up perfectly for a spring 2026 start date.

At each milestone I will attend a meeting with you and/or the board to give updates.

If you have any questions about the contract or the next steps, please let me know.

Once you have reviewed the contract, please sign a copy and return it to me.

JACQUES REYNOLDS, AIA

VICE PRESIDENT

510 Maine Street

Quincy, Illinois 62301

217.222.0554 (O)

www.architechnicsinc.com

ARCHITECHNICS

ARCHITECTS • ENGINEERS • INTERIOR DESIGNERS

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2 attachments

B101-2017_Agreement_20250418.pdf
2505K

LaHarpe Estimate 20250409.pdf
143K

ARCHITECHNICS
ARCHITECTS • ENGINEERS • INTERIOR DESIGNERS
510 Maine Street • Quincy, Illinois 62301 • 217.222.0554

OPINION OF PROJECT / CONSTRUCTION COSTS

Client: La Harpe CUSD

Project Name: Building Addition

Project Number: 6566

Date: 04/09/2025

Approx Total SF (Option C):	7000
Exterior Perimeter LF	270
Interior Wall LF	800

SECTION	ITEM DESCRIPTION	QUANTITY		UNIT	TOTAL COST
2.0	**Division 02 - Existing Conditions**				
	Selective Demo	1		LS	$50,000.00
3.0	**Division 03 - Concrete**				
	Footing and Foundation	270	$	150.00	$40,500.00
	Concrete Floor Slab	7000	$	18.50	$129,500.00
	Site Concrete	1		LS	$85,000.00
4.0	**Division 04 - Masonry**				
	Brick Veneer	2700	$	20.00	$54,000.00
5.0	**Division 05 - Metals**				
	Metal Stud Wall for Masonry	2700	$	12.50	$33,750.00
6.0	**Division 06 - Wood, Plastic & Composites**				
	Sheeting for Masonry	2700	$	18.50	$49,950.00
	Blocking	1		LS	$7,500.00
7.0	Division 07 - Thermal/Moisture Protection				

8.0	**Division 08 - Openings**				
	New 3'-0" x 7'-0" Doors - Interior	10	$	5,000.00	$50,000.00
	New Alum Storefront Door and Frame	3	$	12,500.00	$37,500.00
	New Alum Storefront Windows	10	$	4,000.00	$40,000.00
9.0	**Division 09 - Finishes**				
	New Flooring	7000	$	17.50	$122,500.00
	New Ceilings	7000	$	9.50	$66,500.00
	New Paint	8000	$	7.50	$60,000.00
10.0	**Division 10 - Specialties**				
	Casework in Office	1		LS	$15,000.00
	Room Signage	1		LS	$2,000.00
	Exterior Signage	1		LS	$5,000.00
	Kitchen Equipment	1		LS	$450,000.00
	Visual Display Boards	1		LS	$5,000.00
11.0	~~Division 11 - Equipment~~				
12.0	**Division 12 - Furnishings**				
	Allowance for cafeteria tables, desks, etc	1		LS	$175,000.00
13.0	**Division 13 - Special Construction**				
	Pre-Engineered Metal Building	7000	$	60.00	$420,000.00
14.0	~~Division 14 - Conveying Equipment~~				
21.0	~~Division 21 - Fire Suppression~~				
22.0	**Division 22 - Plumbing**				
	New plumbing	7000	$	22.00	$154,000.00
23.0	**Division 23 - HVAC**				
	New HVAC system	7000	$	32.00	$224,000.00
26.0	**Division 26 - Electrical**				
	New electrical system (power and lighting)	7000	$	28.00	$196,000.00

27.0	**Division 27 - Communications**				
	Extend Ext'g Telephone/Data System	1		LS	$18,500.00
	Extend Ext'g Fire Alarm System	1		LS	$18,500.00
28.0	~~**Division 28 - Safety and Security**~~				
	Extend Ext'g Access Control System	1		LS	$9,000.00
31.0	**Division 31 - Earthwork**	20,000	$	10.00	$200,000.00
32.0	~~**Division 32 - Exterior Improvements**~~				
33.0	**Division 33 - Site Utilities**	1		LS	$90,000.00
34.0	**Renovate Extg Spaces**	1525	$	150.00	$228,750.00
35.0	**Renovate Extg Restrooms (2)**	1		LS	$200,000.00
36.0	**Building Costs**				$3,237,450.00
37.0	**Division 01 - Gen. Requirements**				
	Contractor General Conditions, OH and Profit 15%				$485,617.50
38.0	**7.0% Contingency**				$226,621.50
39.0	**Total Construction Cost**				$3,949,689.00
40.0	**Design Fee (8.0%)**				$315,975.120
	Grand Total				**$4,265,664.12**

Exclusions

loose FFE (computers, microwave, coffee machine)

AV components not included

Telecom and Data cabling is included, final terminations and equipment not included

WiFi and Computer hardware not included

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

LaHarpe CUSD #347
404 West Main Street
LaHarpe, IL 61450

and the Architect:
(Name, legal status, address and other information)

Architechnics
510 Maine Street
Quincy, IL 62301

for the following Project:
(Name, location and detailed description)

Additions and Renovations to LaHarpe CUSD #347
404 West Main Street
LaHarpe, IL 62301
A cafeteria/kitchen and classroom addition to school.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- A new cafeteria, kitchen and storage area
- Two (2) new classrooms
- New school administrative offices
- Renovation of two (2) existing restrooms

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

An approximate 7,000 sf building addition to LaHarpe Elementary School located at 404 West Main Street, LaHarpe, Illinois

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$3,723,067.50 plus a 7% contingency fee of $260,614.73

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: 06/20/2025
Design Development: 08/01/2025
Construction Documents: 10/10/2025
Bidding Complete: 11/14/2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

n/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Janet Gladu
404 West Main Street
LaHarpe, Illinois 61450

jgladu@laharpeeagles.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

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.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jacques L. Reynolds, AIA
510 Maine Street
Quincy, IL 62301
217-222-0554

jreynolds@architechnicsinc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

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N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents ($ 3,000,000.00) per claim and Three Million Dollars and Zero Cents ($ 3,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect has been engaged to provide professional design services because of its character, expertise, experience and qualifications in design and construction projects of educational facilities of similar scope and nature. Architect represents that it is knowledgeable in educational facilities construction, and shall exercise reasonable care and skill to comply with all applicable federal and state laws, rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over construction of school facilities in effect at the date of the certification of the plans and specifications. The Architect is responsible for every aspect of the design as to appropriateness for the intended use. All services covered by this Agreement shall be performed by the Architect as may be necessary to accurately and completely perform Architect's services. Architect shall perform services utilizing that degree of skill and care utilized by prudent Architects in or related to

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the design of school facilities, and so that design is adequate for, or will accomplish its intended purposes. The Architect shall re- perform any Architectural services which fail to meet this standard. Architect shall prepare all Instruments of Service and Construction Documents to be consistent with the provisions of this agreement. Failure of the Architect to so perform shall entitle Owner to such damages and other relief as would be available in an action for negligence.

The Architect shall exercise reasonable care to engage employees, engineers, consultants, subcontractors, agents, employees and officers who shall possess the experience, skill, knowledge, and character necessary to qualify them individually for the particular duties they perform, and who shall perform all services in conformity with the standards of reasonable care and skill with respect to the professional services which they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include

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outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and shall include bidding requirements and sample forms.

The Architect shall include in the bidding forms. Conditions of Contract and Forms of Agreement between the Owner and the Contractor a requirement that Contractors provide operation manuals and adequate training for the Owner's employees in the operation of mechanical, electrical heating and air-conditioning systems installed by the Contractors. The Architect shall submit to Owner the project manual, bidding requirements, and sample forms prepared for submission to bidders at least one (1) week prior to release of bidding information.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying

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approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to to recommend in writing to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the

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Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.2 Any changes which authorize or necessitate an increase or decrease in either the cost of the contract by $25,000 or more or the time of completion of the Work by 180 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that (1) the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; (2) the change is germane to the original contract as signed; or (3) is in the best interest of the Owner and are authorized by law.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Such additional services must be agreed to by both parties in writing. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform any of the following Additional Services, including those enumerated below, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner in writing:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Upon written request, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

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seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Although Owner has no duty to inspect the Work, The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Such knowledge or notice on the part of the Owner shall not relieve any party to this agreement or any person related to performance of the Work, of any obligation otherwise existing. Furthermore, this does not create any obligation on the Owner to observe the work, to inspect construction or to be knowledgeable concerning techniques, construction methods or the provisions of Construction Documents or Instruments of Service. The Architect shall immediately provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall promptly remedy any errors, omissions or inconsistencies in the Construction Documents or Architect's Instruments of Service, without additional charge to the Owner, including if necessary the cost of correction of errors, omissions or inconsistencies.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For the purposes of calculating the Architect's fee

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and compensation. the Cost of the Work shall not include any additions made by Change Order to the Construction Contract solely as a result of errors by the Architect or Architect's Consultants: nor shall it include any unused allowances or contingencies provided in the construct Contract.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner in writing to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between

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them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

All disputes valued less than Two Hundred Thousand Dollars ($200,000) shall be resolved through arbitration pursuant to Section 8.3 of this Agreement. All disputes valued at or above Two Hundred Thousand Dollars ($200,000) shall be resolved through litigation in a court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1

All claims, disputes and other matters in questions valued less than Two Hundred Thousand Dollars ($200,000) between the Architect and Owner arising out of, or relating to, agreements to which the parties are bound, or the contract documents or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force, as modified herein, unless the parties mutually agree otherwise. The Architect, Construction Manager, Contractors, subcontractors and material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

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(b) All parties to the arbitration shall be entitled to reasonable discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Code of Civil Procedure and Illinois Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought and governed by those provisions of Illinois law.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator(s).

§ 8.3.3 All parties shall carry on the work and perform their duties during any arbitration proceedings, and the Owner shall continue to make payments as required by agreements and the contract document. However, at the request of any party, contested payments may be placed in an escrow account pending resolution of the dispute.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for

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the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Unknown at the time of the agreement.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

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the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work ($3,723,067.50), as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit A - 2025 Hourly Rate Card

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit A - 2025 Hourly Rate Card

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included

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in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty percent (20.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A - 2025 Hourly Rate Card

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and.
.12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

n/a

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear
as prescribed in the Local Government Prompt Payment Act, 50ILCS 505/1 et. seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limitation of Liability:

LIMITATION OF LIABILITY: Except in the case of gross negligence on behalf of Architect, to the fullest extent permitted by law, Client agrees to limit Architect's liability to the Contractor, Client, and to all construction subcontractors, officers, directors, partners, employees, shareholders, owners and subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Architect shall not exceed the lesser of (i) Architect's total fee for services rendered on the Project or (ii) the Contract Price. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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.2

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - 2025 Hourly Rate Card

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year signed below.

OWNER:

BOARD OF EDUCATION
LA HARPE CUSD #347

BY:
Board President

ATTEST:

Board Secretary

Dated:

ARCHITECT:

BY:
Jacques L. Reynold, AIA
Vice President

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:31:51 CDT on 05/12/2025.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the -Twentieth day of May in the year Two Thousand Twenty-Five

PAGE 2

- A new cafeteria, kitchen and storage area
- Two (2) new classrooms
- New school administrative offices
- Renovation of two (2) existing restrooms

PAGE 5

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

PAGE 6

§ 3.1.7 The Architect has been engaged to provide professional design services because of its character, expertise, experience and qualifications in design and construction projects of educational facilities of similar scope and nature. Architect represents that it is knowledgeable in educational facilities construction, and shall exercise reasonable care and skill to comply with all applicable federal and state laws, rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over construction of school facilities in effect at the date of the certification of the plans and specifications. The Architect is responsible for every aspect of the design as to appropriateness for the intended use. All services covered by this Agreement shall be performed by the Architect as may be necessary to accurately and completely perform Architect's services. Architect shall perform services utilizing that degree of skill and care utilized by prudent Architects in or related to the design of school facilities, and so that design is adequate for, or will accomplish its intended purposes. The Architect shall re- perform any Architectural services which fail to meet this standard. Architect shall prepare all Instruments of Service and Construction Documents to be consistent with the provisions of this agreement. Failure of the Architect to so perform shall entitle Owner to such damages and other relief as would be available in an action for negligence.

PAGE 7

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The Architect shall exercise reasonable care to engage employees, engineers, consultants, subcontractors, agents, employees and officers who shall possess the experience, skill, knowledge, and character necessary to qualify them individually for the particular duties they perform, and who shall perform all services in conformity with the standards of reasonable care and skill with respect to the professional services which they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants.

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect shall ~~assist the Owner in the development and preparation of~~develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and ~~may~~shall include bidding requirements and sample forms.

The Architect shall include in the bidding forms, Conditions of Contract and Forms of Agreement between the Owner and the Contractor a requirement that Contractors provide operation manuals and adequate training for the Owner's employees in the operation of mechanical, electrical heating and air-conditioning systems installed by the Contractors. The Architect shall submit to Owner the project manual, bidding requirements, and sample forms prepared for submission to bidders at least one (1) week prior to release of bidding information.

PAGE 9

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to to recommend in writing to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

PAGE 11

§ 3.6.5.2 Any changes which authorize or necessitate an increase or decrease in either the cost of the contract by $25,000 or more or the time of completion of the Work by 180 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that (1) the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; (2) the change is germane to the original contract as signed; or (3) is in the best interest of the Owner and are authorized by law.

PAGE 12

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Such additional services must be agreed to by both parties in writing. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

PAGE 13

§ 4.2.1 Upon recognizing the need to perform any of the following Additional Services, including those enumerated below, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner in writing:

PAGE 14

§ 5.5 ~~The~~Upon written request, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.11 **Although Owner has no duty to inspect the Work,** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Such knowledge or notice on the part of the Owner shall not relieve any party to this agreement or any person related to performance of the Work, of any obligation otherwise existing. Furthermore, this does not create any obligation on the Owner to observe the work, to inspect construction or to be knowledgeable concerning techniques, construction methods or the provisions of Construction Documents or Instruments of Service. The Architect shall immediately provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall promptly remedy any errors, omissions or inconsistencies in the Construction Documents or Architect's Instruments of Service, without additional charge to the Owner, including if necessary the cost of correction of errors, omissions or inconsistencies.

PAGE 15

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For the purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include any additions made by Change Order to the Construction Contract solely as a result of errors by the Architect or Architect's Consultants; nor shall it include any unused allowances or contingencies provided in the construct Contract.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner in writing to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

PAGE 17

[_] Litigation in a court of competent jurisdiction

All disputes valued less than Two Hundred Thousand Dollars ($200,000) shall be resolved through arbitration pursuant to Section 8.3 of this Agreement. All disputes valued at or above Two Hundred Thousand Dollars ($200,000) shall be resolved through litigation in a court of competent jurisdiction.

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement,~~

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~~any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration~~

All claims, disputes and other matters in questions valued less than Two Hundred Thousand Dollars ($200,000) between the Architect and Owner arising out of, or relating to, agreements to which the parties are bound, or the contract documents or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force, as modified herein, unless the parties mutually agree otherwise. The Architect, Construction Manager, Contractors, subcontractors and material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

PAGE 18

§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof~~ In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to reasonable discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Code of Civil Procedure and Illinois Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought and governed by those provisions of Illinois law.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

(d) These additional rules shall be implemented and applied by the arbitrator(s).

§ 8.3.3 All parties shall carry on the work and perform their duties during any arbitration proceedings, and the Owner shall continue to make payments as required by agreements and the contract document. However, at the request of any party, contested payments may be placed in an escrow account pending resolution of the dispute.

PAGE 19

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 20

Eight (8.00) % of the Owner's budget for the Cost of the Work ($3,723,067.50), as calculated in accordance with Section 11.6.

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PAGE 22

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(~~Forty Five (45) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~

as prescribed in the Local Government Prompt Payment Act, 50ILCS 505 1 et. seq.

§§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 12.1 Limitation of Liability:

LIMITATION OF LIABILITY: Except in the case of gross negligence on behalf of Architect, to the fullest extent permitted by law, Client agrees to limit Architect's liability to the Contractor, Client, and to all construction subcontractors, officers, directors, partners, employees, shareholders, owners and subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Architect shall not exceed the lesser of (i) Architect's total fee for services rendered on the Project or (ii) the Contract Price. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

PAGE 23

~~.2 Building Information Modeling Exhibit, if completed:~~

This Agreement entered into as of the day and year ~~first written above~~signed below.

OWNER:

BOARD OF EDUCATION

LA HARPE CUSD #347

BY: _____

Board President

ATTEST:

_____

Board Secretary

Dated:

_____

ARCHITECT:

PAGE 24

BY: _____

Jacques L. Reynold, AIA

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Vice President

Variable Information

PAGE 1

AGREEMENT made as of the -Twentieth day of May in the year Two Thousand Twenty-Five

LaHarpe CUSD #347

404 West Main Street
LaHarpe, IL 61450

Architechnics

510 Maine Street
Quincy, IL 62301

Additions and Renovations to LaHarpe CUSD #347

404 West Main Street
LaHarpe, IL 62301

A cafeteria/kitchen and classroom addition to school.

PAGE 2

- A new cafeteria, kitchen and storage area
- Two (2) new classrooms
- New school administrative offices
- Renovation of two (2) existing restrooms

An approximate 7,000 sf building addition to LaHarpe Elementary School located at 404 West Main Street. LaHarpe, Illinois

$3,723,067.50 plus a 7% contingency fee of $260,614.73

PAGE 3

Schematic Design: 06/20/2025
Design Development: 08/01/2025
Construction Documents: 10/10/2025
Bidding Complete: 11/14/2025

TBD

TBD

n/a

Design-Bid-Build

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N/A

Dr. Janet Gladu

404 West Main Street

LaHarpe, Illinois 61450

N/A

N/A

PAGE 4

N/A

N/A

Jacques L. Reynolds, AIA

510 Maine Street
Quincy, IL 62301

217-222-0554

jreynolds@architechnicsinc.com

N/A

N/A

N/A

PAGE 5

N/A

N/A

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents ($ 3,000,000.00) per claim and

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Three Million Dollars and Zero Cents ($ 3,000,000.00) in the aggregate.

PAGE 12

N/A

N/A

PAGE 13

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[_] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

PAGE 19

0.00

Unknown at the time of the agreement.

PAGE 20

Eight (8.00) % of the Owner's budget for the Cost of the Work ($3,723,067.50), as calculated in accordance with Section 11.6.

PAGE 21

Exhibit A - 2025 Hourly Rate Card

Exhibit A - 2025 Hourly Rate Card

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:

Schematic Design Phase Fifteen percent (15.00 %)

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Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty percent (20.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

Exhibit A - 2025 Hourly Rate Card

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

n/a

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(~~Forty Five (45) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~%~~

§ 12.1 Limitation of Liability:

LIMITATION OF LIABILITY: Except in the case of gross negligence on behalf of Architect, to the fullest extent permitted by law, Client agrees to limit Architect's liability to the Contractor, Client, and to all construction subcontractors, officers, directors, partners, employees, shareholders, owners and subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Architect shall not exceed the lesser of (i) Architect's total fee for services rendered on the Project or (ii) the Contract Price. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

PAGE 23

[X] Other Exhibits incorporated into this Agreement:

Exhibit A - 2025 Hourly Rate Card

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User Notes:
(67587b6901234de62f053340)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jacques L. Reynolds, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:31:51 CDT on 05/12/2025 under Order No. 20240077261 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (67587b6901234de62f053340)

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

SAVVAS
LEARNING COMPANY

La Harpe Cmty Sch Dist 347

Janet Gladu
Superintendent
La Harpe Cmty Sch Dist 347
404 W Main St
La Harpe, IL 61450-9280

Quote Number: Q-161000
Quote Creation Date: 5/14/2025
Quote Expiration Date: 9/30/2025

Elevate Science K-2 - 6yr Print + Digital Bundles w/TEs w/Libraries w/Kits

Price Quote Summary

Solution	Base Amount	Total
Elevate Science K-5	$9,129.00	$9,129.00
Elevate Science K-5 Professional Development ©2019	$3,500.00	$3,500.00
Solution Subtotal:	**$12,629.00**	**$12,629.00**

Shipping and Handling:	$733.86
Total:	$13,362.86

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

La Harpe Cmty Sch Dist 347
Price Quote Detail

Elevate Science K-5

Elevate Science K-5 ©2019 - Grade K

ISBN	Description	Price	Charged Qty	Total Charged
9780328989294	ELEVATE ELEMENTARY SCIENCE 2019 STUDENT EDITION 6-YEAR + DIGITA LCOURSEWARE 6-YEAR LICENSE GRADE K	$118.00	1	$118.00
9780328925100	ELEVATE ELEMENTARY SCIENCE 2019 TEACHER EDITION GRADE K	$173.50	1	$173.50
9780328996056	ELEVATE ELEMENTARY SCIENCE 2019 CLASSROOM MATERIALS KIT GRADE K	$1,250.00	1	$1,250.00
9780134903088	ELEVATE ELEMENTARY SCIENCE 2019 LEVELED READER CLASSROOM LIBRAR YGRADE K	$357.00	1	$357.00
	Elevate Science K-5 ©2019 - Grade K - Subtotal:			$1,898.50

Elevate Science K-5 ©2019 - Grade 1

ISBN	Description	Price	Charged Qty	Total Charged
9780328989300	ELEVATE ELEMENTARY SCIENCE 2019 STUDENT EDITION 6-YEAR + DIGITA LCOURSEWARE 6-YEAR LICENSE GRADE 1	$118.00	1	$118.00
9780328949175	ELEVATE ELEMENTARY SCIENCE 2019 TEACHER EDITION GRADE 1	$173.50	1	$173.50
9780328996063	ELEVATE ELEMENTARY SCIENCE 2019 CLASSROOM MATERIALS KIT GRADE 1	$1,084.00	1	$1,084.00
9780328996179	ELEVATE ELEMENTARY SCIENCE 2019 LABWARE KIT GRADE 1/2	$633.00	1	$633.00
	Elevate Science K-5 ©2019 - Grade 1 - Subtotal:			$2,008.50

Elevate Science K-5 ©2019 - Grade 2

ISBN	Description	Price	Charged Qty	Total Charged
9780328989317	ELEVATE ELEMENTARY SCIENCE 2019 STUDENT EDITION 6-YEAR + DIGITA LCOURSEWARE 6-YEAR LICENSE GRADE 2	$118.00	1	$118.00
9780328949182	ELEVATE ELEMENTARY SCIENCE 2019 TEACHER EDITION GRADE 2	$173.50	1	$173.50
9780328996193	ELEVATE ELEMENTARY SCIENCE 2019 SAFETY KIT	$959.50	1	$959.50
9780328996070	ELEVATE ELEMENTARY SCIENCE 2019 CLASSROOM MATERIALS KIT GRADE 2	$1,563.50	1	$1,563.50
9780328996179	ELEVATE ELEMENTARY SCIENCE 2019 LABWARE KIT GRADE 1/2	$633.00	1	$633.00

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La Harpe Cmty Sch Dist 347

ISBN	Description	Price	Charged Qty	Total Charged
9780134903132	ELEVATE ELEMENTARY SCIENCE 2019 LEVELED READER CLASSROOM LIBRAR YGRADE 2	$584.50	1	$584.50
9781418273279	ELEVATE ELEMENTARY SCIENCE 2019 CLASSROOM MAKER CRATE KIT GRADE K/2	$1,190.00	1	$1,190.00
	Elevate Science K-5 ©2019 - Grade 2 - Subtotal:			$5,222.00

Elevate Science K-5 Professional Development ©2019

Elevate Science K-5 Professional Development ©2019 - Program Activation/Implementation Essentials

ISBN	Description	Price	Charged Qty	Total Charged
0000123190	ELEVATE SCIENCE 2019 K/5 PROGRAM IMPLEMENTATION ESSENTIALS	$3,500.00	1	$3,500.00
	Elevate Science K-5 Professional Development ©2019 - Program Activation/Implementation Essentials - Subtotal:			$3,500.00

Solution Subtotal:	$12,629.00
Shipping and Handling:	$733.86
Total:	$13,362.86

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

La Harpe Cmty Sch Dist 347

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price quote via one of the following methods:

Online:
https://support.savvas.com/support/s/customerserviceus
Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or my Savvas Orders. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or repl at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products. **Online help:**
https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (
https://mysavvastraining.com).

Because learning changes everything.

QUOTE PREPARED FOR:

La Harpe Comm Unit
RT 1 BOX A
LA HARPE, IL 61450
ACCOUNT NUMBER: 256095

CONTACT:

Janet Gladu
jgladu@laharpeeagles.com
2176597739

SUBSCRIPTION/DIGITAL CONTACT:

Janet Gladu
jgladu@laharpeeagles.com
2176597739

SALES REP INFORMATION:

Linda Alexander
linda.alexander@mheducation.com
(630) 805-1802

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Inspire Science © 2020, Grade 3, 6 Years	$4,209.36	($1,615.11)	$2,594.25
Inspire Science © 2020, Grade 4, 6 Years	$4,209.36	($1,615.11)	$2,594.25
Inspire Science © 2020, Grade 5, 6 Years	$4,209.36	($1,615.11)	$2,594.25
PRODUCT TOTAL*	$12,628.08	($4,845.33)	$7,782.75
ESTIMATED S&H**			$622.62
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$8,405.37

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/17/2025
QUOTE NUMBER: MELDRIDG-04172025102515-001

ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095

EXPIRATION DATE:08/15/2025

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Inspire Science © 2020, Grade 3, 6 Years					
Student Materials					
INSPIRE SCIENCE STUDENT CENTER/STUDENT EDITION UNIT 1-4 6 YR SUB BUNDLE GRADE 3 Includes: 6 Year Online Student Center, 6 Years of Unit 1-4 Print Student Editions (Ships Annually)	978-0-07-700484-2	25	$103.77	$0.00	$2,594.25
INSPIRE SCIENCE INVESTIGATOR MAGAZINE SET GRADE 3 (Set of 25) (First Year Sale)	978-0-07-687711-9	1	$85.86	$85.86	*Free Materials
			Student Materials Subtotal:	**$85.86**	**$2,594.25**
Teacher Materials					
INSPIRE SCIENCE TEACHER EDITION UNIT 1-4 PRINT BUNDLE GRADE 3	978-0-07-700725-6	1	$208.68	$208.68	*Free Materials
INSPIRE SCIENCE ONLINE TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 3	978-0-07-699409-0	1	$950.91	$950.91	*Free Materials
INSPIRE SCIENCE PROGRAM GUIDE	978-0-07-700400-2	1	$11.91	$11.91	*Free Materials
			Teacher Materials Subtotal:	**$1,171.50**	**$0.00**
Additional Teacher Materials					
INSPIRE SCIENCE POSTER PACK GRADE 3	978-0-07-693945-9	1	$23.88	$23.88	*Free Materials
INSPIRE SCIENCE LEVELED READER LIBRARY (6 COPIES) GRADE 3	978-0-07-688264-9	1	$333.87	$333.87	*Free Materials
			Additional Teacher Materials Subtotal:	**$357.75**	**$0.00**
			Inspire Science © 2020, Grade 3, 6 Years Subtotal:	**$1,615.11**	**$2,594**

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/17/2025
QUOTE NUMBER: MELDRIDG-04172025102515-001

ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095

EXPIRATION DATE:08/15/2025

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QUOTE PREPARED FOR:

La Harpe Comm Unit
RT 1 BOX A
LA HARPE, IL 61450
ACCOUNT NUMBER: 256095

CONTACT:

Janet Gladu
jgladu@laharpeeagles.com
2176597739

SUBSCRIPTION/DIGITAL CONTACT:

Janet Gladu
jgladu@laharpeeagles.com
2176597739

VALUE OF ALL MATERIALS	$12,628.08
FREE MATERIALS	($4,845.33)
PRODUCT TOTAL*	**$7,782.75**
ESTIMATED SHIPPING & HANDLING**	$622.62
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$8,405.37**

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

_____ Name of School Official (Please Print)

_____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Inspire Science © 2020, Grade 4, 6 Years					
Student Materials					
INSPIRE SCIENCE STUDENT CENTER/STUDENT EDITION UNIT 1-4 6 YR SUB BUNDLE GRADE 4 Includes: 6 Year Online Student Center, 6 Years of Unit 1-4 Print Student Editions (Ships Annually)	978-0-07-700500-9	25	$103.77	$0.00	$2,594.25
INSPIRE SCIENCE INVESTIGATOR MAGAZINE SET GRADE 4 (Set of 25) (First Year Sale)	978-0-07-687702-7	1	$85.86	$85.86	*Free Materials
			Student Materials Subtotal:	**$85.86**	**$2,594.25**
Teacher Materials					
INSPIRE SCIENCE TEACHER EDITION UNIT 1-4 PRINT BUNDLE GRADE 4	978-0-07-700726-3	1	$208.68	$208.68	*Free Materials
INSPIRE SCIENCE ONLINE TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 4	978-0-07-699410-6	1	$950.91	$950.91	*Free Materials
INSPIRE SCIENCE PROGRAM GUIDE	978-0-07-700400-2	1	$11.91	$11.91	*Free Materials
			Teacher Materials Subtotal:	**$1,171.50**	**$0.00**
Additional Teacher Materials					
INSPIRE SCIENCE POSTER PACK GRADE 4	978-0-07-693949-7	1	$23.88	$23.88	*Free Materials
INSPIRE SCIENCE LEVELED READER LIBRARY (6 COPIES) GRADE 4	978-0-07-688265-6	1	$333.87	$333.87	*Free Materials
			Additional Teacher Materials Subtotal:	**$357.75**	**$0.00**
			Inspire Science © 2020, Grade 4, 6 Years Subtotal:	**$1,615.11**	**$2,594.25**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/17/2025
QUOTE NUMBER: MELDRIDG-04172025102515-001
ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095
EXPIRATION DATE:08/15/2025

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Inspire Science © 2020, Grade 5, 6 Years					
Student Materials					
INSPIRE SCIENCE STUDENT CENTER/STUDENT EDITION UNIT 1-4 6 YR SUB BUNDLE GRADE 5 Includes: 6 Year Online Student Center, 6 Years of Unit 1-4 Print Student Editions (Ships Annually)	978-0-07-700563-4	25	$103.77	$0.00	$2,594.25
INSPIRE SCIENCE INVESTIGATOR MAGAZINE SET GRADE 5 (Set of 25) (First Year Sale)	978-0-07-687703-4	1	$85.86	$85.86	*Free Materials
			Student Materials Subtotal:	**$85.86**	**$2,594.25**
Teacher Materials					
INSPIRE SCIENCE TEACHER EDITION UNIT 1-4 PRINT BUNDLE GRADE 5	978-0-07-700727-0	1	$208.68	$208.68	*Free Materials
INSPIRE SCIENCE ONLINE TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 5	978-0-07-699411-3	1	$950.91	$950.91	*Free Materials
INSPIRE SCIENCE PROGRAM GUIDE	978-0-07-700400-2	1	$11.91	$11.91	*Free Materials
			Teacher Materials Subtotal:	**$1,171.50**	**$0.00**
Additional Teacher Materials					
INSPIRE SCIENCE POSTER PACK GRADE 5	978-0-07-693950-3	1	$23.88	$23.88	*Free Materials
INSPIRE SCIENCE LEVELED READER LIBRARY (6 COPIES) GRADE 5	978-0-07-688266-3	1	$333.87	$333.87	*Free Materials
			Additional Teacher Materials Subtotal:	**$357.75**	**$0.00**
			Inspire Science © 2020, Grade 5, 6 Years Subtotal:	**$1,615.11**	**$2,594.**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/17/2025
QUOTE NUMBER: MELDRIDG-04172025102515-001

ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095

EXPIRATION DATE:08/15/2025

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QUOTE PREPARED FOR:

La Harpe Comm Unit
RT 1 BOX A
LA HARPE, IL 61450
ACCOUNT NUMBER: 256095

CONTACT:

Janet Gladu
jgladu@laharpeeagles.com

SUBSCRIPTION/DIGITAL CONTACT:

Janet Gladu
jgladu@laharpeeagles.com

SALES REP INFORMATION:

Linda Alexander
linda.alexander@mheducation.com
(630) 805-1802

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Impact Social Studies © 2020- Grade K (6 year)	$1,857.54	($595.29)	$1,262.25
Impact Social Studies © 2020- Grade 1 (6 year)	$2,477.31	($617.31)	$1,860.00
Impact Social Studies © 2020- Grade 2 (6 year)	$2,477.31	($617.31)	$1,860.00
Middle School: United States History: Voices and Perspectives (Full Survey) © 2023 (6 year)	$7,535.34	($524.34)	$7,011.00
Middle School: World History: Voices and Perspectives (Full Survey) © 2023 (6 year)	$4,029.84	($524.34)	$3,505.50
PRODUCT TOTAL*	$18,377.34	($2,878.59)	$15,498.75
ESTIMATED S&H**			$1,239.90
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$16,738.65

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

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SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/15/2025
QUOTE NUMBER: SSAMA99-04152025100448-001
ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095
EXPIRATION DATE:08/13/2025

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2020- Grade K (6 year)					
IMPACT SOCIAL STUDIES LEARN & WORK INQUIRY STUDENT 6 YR SUBSC BUNDLE GRADE K (Includes the print Inquiry Journal and the Online Student Center. (Years 2-6 Ship Annually)	978-0-07-697862-5	25	$50.49	$0.00	$1,262.25
Teacher Materials					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER TEACHER EDITION GRADE K	978-0-07-691499-9	1	$128.94	$128.94	*Free Materials
IMPACT SOCIAL STUDIES LEARN & WORK TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE K	978-0-07-698920-1	1	$466.35	$466.35	*Free Materials
			Teacher Materials Subtotal:	**$595.29**	**$0.00**
			Impact Social Studies © 2020- Grade K (6 year) Subtotal:	**$595.29**	**$1,262.25**
Impact Social Studies © 2020- Grade 1 (6 year)					
IMPACT SOCIAL STUDIES OUR PLACE FOUNDATION STUDENT 6 YR SUBSC BUNDLE GRADE 1 Includes: Research Companion, 6 Year Online Student Access, Inquiry Journal (Years 2-6 Ship Annually	978-0-07-697847-2	25	$74.40	$0.00	$1,860.00
Teacher Materials					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD TEACHER EDITION GRADE 1	978-0-07-691569-9	1	$150.96	$150.96	*Free Materials
IMPACT SOCIAL STUDIES OUR PLACE TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 1	978-0-07-698924-9	1	$466.35	$466.35	*Free Mate
			Teacher Materials Subtotal:	**$617.31**	**$0.00**
			Impact Social Studies © 2020- Grade 1 (6 year) Subtotal:	**$617.31**	**$1,860.00**
Impact Social Studies © 2020- Grade 2 (6 year)					
IMPACT SOCIAL STUDIES EXPLORING FOUNDATION STUDENT 6 YR SUBSC BUNDLE GRADE 2 Includes: Research Companion, 6 Year Online Student Access, Inquiry Journal (Years 2-6 Ship Annually	978-0-07-697848-9	25	$74.40	$0.00	$1,860.00
Teacher Materials					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE TEACHER EDITION GRADE 2	978-0-07-691354-1	1	$150.96	$150.96	*Free Materials
IMPACT SOCIAL STUDIES EXPLORING TEACHER CENTER 6 YEAR SUBSCRIPTION GRADE 2	978-0-07-698928-7	1	$466.35	$466.35	*Free Materials
			Teacher Materials Subtotal:	**$617.31**	**$0.00**
			Impact Social Studies © 2020- Grade 2 (6 year) Subtotal:	**$617.31**	**$1,860.00**

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QUOTE DATE: 04/15/2025
QUOTE NUMBER: SSAMA99-04152025100448-001

ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095

EXPIRATION DATE:08/13/2025

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Middle School: United States History: Voices and Perspectives (Full Survey) © 2023 (6 year)					
U.S. HISTORY VOICES AND PRSPCTVS STDNT BUNDLE 6YR SUB Includes Print Student Edition, 6 year Student Digital License + Digital Inquiry Journal	978-1-26-484964-2	50	$140.22	$0.00	$7,011.00
Teacher Materials					
UNITED STATES HISTORY VOICES AND PERSPECTIVES TEACHER EDITION	978-0-07-902279-0	1	$153.57	$153.57	*Free Materials
Digital Only US HISTORY VOICES AND PERSPECTIVES TEACHER DIGITAL LICENSE 6YR SUBSCRIPTION	978-1-26-421050-3	1	$340.71	$340.71	*Free Materials
UNITED STATES HISTORY VOICES AND PERSPECTIVES TOPIC TESTS AND LESSON QUIZZES	978-1-26-489665-3	1	$30.06	$30.06	*Free Materials
			Teacher Materials Subtotal:	**$524.34**	**$0.00**
			Middle School: United States History: Voices and Perspectives (Full Survey) © 2023 (6 year) Subtotal:	**$524.34**	**$7,011.00**

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ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095
EXPIRATION DATE:08/13/2025

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Middle School: World History: Voices and Perspectives (Full Survey) © 2023 (6 year)					
WORLD HISTORY VOICES AND PERSPECTIVES STUDENT BUNDLE 6 YEAR SUBSCRIPTION Includes Print Student Edition, 6 year Student Digital License + Digital Inquiry Journal	978-1-26-501741-5	25	$140.22	$0.00	$3,505.50
Teacher Materials					
WORLD HISTORY VOICES AND PERSPECTIVES TEACHER EDITION	978-0-07-902053-6	1	$153.57	$153.57	*Free Materials
Digital Only WORLD HISTORY VOICES AND PERSPECTIVES TEACHER DIGITAL LICENSE 6YR SUBSCRIPTION	978-1-26-421047-3	1	$340.71	$340.71	*Free Materials
WORLD HISTORY VOICES AND PERSPECTIVES TOPIC TESTS AND LESSON QUIZZES	978-1-26-487084-4	1	$30.06	$30.06	*Free Materials
			Teacher Materials Subtotal:	**$524.34**	**$0.00**
			Middle School: World History: Voices and Perspectives (Full Survey) © 2023 (6 year) Subtotal:	**$524.34**	**$3,505.50**

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QUOTE DATE: 04/15/2025
QUOTE NUMBER: SSAMA99-04152025100448-001

ACCOUNT NAME: La Harpe Comm Unit
ACCOUNT #: 256095

EXPIRATION DATE:08/13/2025

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QUOTE PREPARED FOR:

La Harpe Comm Unit
RT 1 BOX A
LA HARPE, IL 61450
ACCOUNT NUMBER: 256095

CONTACT:

Janet Gladu
jgladu@laharpeeagles.com

VALUE OF ALL MATERIALS	$18,377.34
FREE MATERIALS	($2,878.59)
PRODUCT TOTAL*	**$15,498.75**
ESTIMATED SHIPPING & HANDLING**	$1,239.90
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$16,738.65**

SUBSCRIPTION/DIGITAL CONTACT:

Janet Gladu
jgladu@laharpeeagles.com

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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Paramus, NJ, 07652-2938

La Harpe Cmty Sch Dist 347

Janet Gladu
Superintendent
La Harpe Cmty Sch Dist 347
404 W Main St
La Harpe, IL 61450-9280

Quote Number: Q-159702
Quote Creation Date: 5/9/2025
Quote Expiration Date: 9/30/2025

myWorld Interactive IL SS 2026 - 6yr Print + Digital Bundles w/TEs w/Mats w/Readers

Price Quote Summary

Solution	Base Amount	Free Amount	Total
myWorld Interactive K-5	$13,797.50	$1,065.00	$13,797.50
Solution Subtotal:	**$13,797.50**	**$1,065.00**	**$13,797.50**

Shipping and Handling:	$1,182.55
Total:	$14,980.05

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myWorld Interactive K-5

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9798213470307	ELEMENTARY SOCIAL STUDIES 2026 ILLINOIS 6-YEAR CONSUMABLE STUDENT EDITION + ILLINOIS 6-YEAR LICENSE GRADE 3	$105.00	0	25	$0.00	$2,625.00
9798213467895	ELEMENTARY SOCIAL STUDIES 2026 ILLINOIS TEACHER EDITION GRADE 3	$262.50	1	0	$262.50	$0.00
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ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
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9780328984855	SOCIAL STUDIES 2019 READER SUPER KIT GRADE 3	$1,469.00	0	1	$0.00	$1,469.00
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9780328973187	ELEMENTARY SOCIAL STUDIES 2019 TEACHER ACTIVITY GUIDE GRADE 5A	$92.50	1	0	$92.50	$0.00
	myWorld Interactive Social Studies K-5 ©2019 - Grade 5A - Subtotal:				**$92.50**	**$2,551.50**

Solution Subtotal:	**$1,065.00**	**$13,797.50**
Shipping and Handling:		$1,182.55
Total:		$14,980.05

Optional Products

ISBN	DESCRIPTION	Price	Total Quantity	Base Amount	Total Charged
0000123150	MYWORLD INTERACTIVE SOCIAL STUDIES 2019 PROGRAM IMPLEMENTATION ESSENTIALS	$3,500.00	1	$3,500.00	$3,500.00

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ISSUE 118
April 2025

Update Memo

Please distribute to board members and appropriate staff.

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Next Issue: Summer Five-Year Reviews

Online Instructions

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

- Go to www.iasb.com and click on the Member Login button on the top navigation.

1. 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 My [Your Name] button on the top navigator bar. This will bring you to your account page
4. Under "**My Account Links**," click on "**PRESS Login**."

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

PRESS

Policy Reference Education Subscription Service

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.

Please share this **PRESS** Update Memo with all board members and appropriate staff.

Two other important components of **PRESS** may be viewed and downloaded from **PRESS Online**: Committee Worksheets and the updated Policy Reference Manual (**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."

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

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** – Policy Reference Education Subscription Service.

For answers to common questions about using **PRESS**, see Q&A: Getting the Most Out of Your **PRESS** Subscription, now 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 beginning on p. 7.

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.

Have feedback on **PRESS** materials?
Click on the **PRESS** Feedback Button, located on the header bar of **PRESS** Online. For answers to more immediate questions about **PRESS** content, please contact a **PRESS** editor directly.

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Title IX Reversion to 2020 Regulations

On January 9, 2025, in the case State of Tennessee v. Cardona, the U.S. District Court in the Eastern District of Kentucky (Court) struck down the 2024 Title IX sex discrimination regulations that went into effect August 1, 2024. The result of this ruling was to restore the 2020 Title IX regulations issued during the first Trump administration. On February 4, 2025, the U.S. Dept. of Education's Office for Civil Rights issued a *Dear Colleague* letter in which it confirmed the 2020 Title IX regulations are in effect and advised schools to immediately reevaluate open Title IX investigations initiated under the 2024 regulations to ensure consistency with the requirements of the 2020 Title IX regulations.

In response to these legal developments, the following **PRESS** materials are updated:

- 2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records
- 2:260, Uniform Grievance Procedure
- 2:265, Title IX Grievance Procedure – **REWRITTEN**
- 2:265-AP1, Title IX Response – **REWRITTEN**
- 2:265-AP2, Formal Title IX Complaint Grievance Process – **REWRITTEN**
- 2:265-AP3, Title IX Coordinator – **DELETED**
- 2:265-E, Title IX Glossary of Terms – **REWRITTEN**
- 5:10, Equal Employment Opportunity and Minority Recruitment
- 5:20, Workplace Harassment Prohibited
- 5:100, Staff Development Program
- 7:10, Equal Educational Opportunities
- 7:10-AP1, Accommodating Transgender, Nonbinary, or Gender Nonconforming Students
- 7:10-AP2, Accommodating Breastfeeding Students
- 7:20, Harassment of Students Prohibited
- 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment
- 7:185, Teen Dating Violence Prohibited
- 7:190-E2, Student Handbook Checklist

Ensuring Success in School Law

The Ensuring Success in School (ESS) Law, Public Act 102-466, effective 7-1-25, creates new School Code Article 26A, *Children and Students Who Are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. Article 26A requires districts to ensure they have policies, procedures, and resources in place to ensure that students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) are provided with support services necessary to enable them to meet State educational standards and successfully attain a school diploma. Specifically, Article 26A requires that at least one staff member in each school building be identified and trained as a resource person for Article 26A Students, and that each district have a complaint resolution procedure to resolve complaints of alleged violations of Article 26A. These requirements are set forth in a new 7:255 policy suite.

Ashlee Goettsche will be our Article 26A Resource Person.

PRESS Terminology

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

The **PRESS** Policy **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.**

Please note that since the ESS Law requires an Article 26A Resource Person in each school building, each school will need to have its own version of **NEW** sample administrative procedure, 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, and Victims of Domestic or Sexual Violence*.

The ESS Law also amends the following:

1. 105 ILCS 5/10-22.6, amended by P.A. 102-466, eff. 7-1-25, provides that during a suspension review hearing or expulsion hearing, students may disclose any factor to be considered in mitigation, including the student's status as a parent, expectant parent, or victim of domestic or sexual violence. It also requires that students be allowed to appear with a representative and/or a support person at disciplinary hearings.
2. 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25, requires that home instruction be available for students unable to attend school because of pregnancy-related conditions (previously *pregnancy*), the fulfillment of parenting obligations related to the health of the child, or health or safety concerns arising from domestic or sexual violence.
3. 105 ILCS 5/26-2a, amended by P.A. 102-466, eff. 7-1-25, adds the following as valid causes for student absence: attendance at a verified medical or therapeutic appointment, appointment with a victim services provider, the fulfillment of a parenting responsibility, and addressing circumstances resulting from domestic or sexual violence.
4. 105 ILCS 10/2(f), amended by P.A. 102-466, eff. 7-1-25, provides that a student's temporary records shall include information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence.

The following **PRESS** materials are created or updated in response to this law:

2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records
5:100, Staff Development Program
6:150, Home and Hospital Instruction
7:10, Equal Educational Opportunities
7:10-AP2, Accommodating Breastfeeding Students
7:50, School Admissions and Student Transfers To and From Non-District Schools
7:50-AP, School Admissions and Student Transfers To and from Non-District Schools
7:60, Residence
7:70, Attendance and Truancy
7:190-E2, Student Handbook Checklist
7:200, Suspension Procedures
7:210, Expulsion Procedures
7:210-E1, Notice of Expulsion Hearing
7:250, Student Support Services
7:250-AP2, 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 – **NEW**
7:255-AP1, Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence – **NEW**
7:255-AP2, Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence – **NEW**
7:340, Student Records
7:340-AP1, School Student Records
7:340-AP1, E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records

Artificial Intelligence

The use of artificial intelligence (AI)-enabled tools in K-12 has become a hot topic nationwide, as schools begin to grapple with how AI can be best utilized to improve instruction, support educators, and reduce administrative burdens. In October 2024, the U.S. Dept. of Education issued a toolkit (Toolkit) to support the safe, ethical, and equitable integration of AI in K-12 schools. Like other technological tools, it is important to keep in mind that boards have many existing board policies that already govern conduct that could involve the use of AI-enabled tools, such as policies addressing equal opportunity for students and employees, staff professional conduct, bullying, and student behavior. In recognition of the increasing role of AI in K-12 education, sample **PRESS** policy 6:325, *Access to Electronic Networks*, is updated to include a new, optional subhead to address the use of AI-enabled tools. **NEW** sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, provides a framework, based on the Toolkit, to assist districts as they develop their own AI plans and responsible use guidelines that reflect local needs and conditions.

The following **PRESS** materials are updated or created:

2:150-AP, Superintendent Committees
6:235, Access to Electronic Networks
6:235-AP1, Acceptable Use of the District's Electronic Network
6:235-AP3, Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines – **NEW**

Federal Uniform Guidance for Awards

In October 2024, the Office of Management and Budget (OMB) issued final rules to comprehensively update and streamline the OMB *Guidance for Grants and Agreements*, now called the OMB *Guidance for Federal Financial Assistance*, located at 2 C.F.R. Part 200. The final rules are intended to improve federal financial assistance management, transparency, and oversight through more accessible and comprehensible guidance. At the State level, the amended federal rules continue to apply to State grants governed by the Ill. Grant Accountability and Transparency Act.

The following **PRESS** materials are updated in response to this regulatory update:

4:15, Identity Protection
4:15-AP2, Treatment of Personally Identifiable Information Under Grant Awards
4:60-AP5, Federal and State Award Procurement Procedures
4:80, Accounting and Audits
4:80-AP3, Inventory Management for Federal and State Awards

Sexting

In response to the use of technologies to produce harmful and sexually explicit "deepfakes", 720 ILCS 5/11-23.7, added by P.A. 103-825, criminalizes the *non-consensual dissemination of sexually explicit digitized depictions*. **PRESS** sample policy 7:190, *Student Behavior*, has been updated to include a definition of the term *sexting*, which incorporates this criminal offense, along with other offenses referenced in sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*.

The following **PRESS** materials are updated:

7:190, Student Behavior
7:190-AP5, Student Handbook – Electronic Devices
7:190-AP6, Guidelines for Investigating Sexting Allegations
7:310, Restrictions on Publications; Elementary Schools
7:310-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools
7:315, Restrictions on Publications; High Schools
7:315-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools

103rd General Assembly Lame Duck Session

During its final lame duck session, the 103rd General Assembly passed bills impacting schools:

1. 105 ILCS 5/2-3.204, added by P.A. 103-1076, requires the Ill. State Board of Education to secure one or more statewide master contracts for Halal and Kosher meals so districts may purchase them, subject to appropriation of funds by the General Assembly.
2. Income Tax Act, 35 ILCS 5/231(b), amended by P.A. 103-1059, extends until 1-1-26, a tax credit for employers that incur qualified expenses on behalf of an apprentice under a registered apprenticeship program.
3. Criminal Code of 2012, 720 ILCS 5/11-9.3, amended by P.A. 103-1071, eff. 7-1-25, amends the definition of *child sex offender* to incorporate changes made to titles of certain prostitution-related offenses.

The following **PRESS** materials are updated in response to this legislation:

4:120, Food Services
6:310, High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students
8:30, Visitors to and Conduct on School Property

PRESS Issue 118 Trivia

378 pages • 166,597 words • 67 PRM materials

Five-Year Reviews

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. These are also detailed in the **Revisions to Policies, Administrative Procedures, and Exhibits Table** in numerical order beginning on p. 7.

The following **PRESS** materials are updated:

- 4:170-AP6, E1, School Staff AED Notification Letter
- 5:60, Expenses
- 5:60-AP, Federal and State Grant Travel Expense Procedures
- 5:60-E1, Employee Expense Reimbursement Form
- 5:60-E2, Employee Estimated Expense Approval Form
- 5:170-AP4, Designation of District Millenium Copyright Act (DMCA) Agent; Registration Process
- 7:190-AP2, Student Handbook – Gang Activity Prohibited
- 7:220-AP, Electronic Recordings on School Buses
- 7:325-E, Application and Procedures to Involve Students in Fundraising Activities
- 7:345-AP, E1, Student Covered Information Reporting Form
- 7:345-AP, E2, Student Data Privacy; Notice to Parents About Educational Technology Vendors
- 7:345-AP, E3, Parent Notification Letter for Student Data Breach
- 8:30-E1, Letter to Parent Regarding Visits to School by Child Sex Offenders
- 8:30-E2, Child Sex Offender's Request for Permission to Visit School Property

Miscellaneous

The following **PRESS** materials are updated due to legislation, administrative rule and/or continuous improvement changes, including subscriber feedback. These are also detailed in the **Revisions to Policies, Administrative Procedures, and Exhibits Table** in numerical order beginning on p. 7.

The following **PRESS** material is updated:

- 7:270, Administering Medicines to Students
- 7:270-AP2, Checklist for District Supply of Undesignated Medication(s)

Please also 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.

Certain **PRM** materials in a **PRESS** Issue may be labeled in the **PRESS** Bundles, Revision 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.

Progress Report - The contents of this table frequently change.

Topics	Our Response
Governor Supports Cell Phone Ban Legislation During his State on the State Address to the Ill. General Assembly on February 19, 2025, Governor Pritzker announced his support for legislation that would require school boards to adopt policies banning the use of cell phones during instructional time, with certain exceptions. IASB is monitoring the relevant bills on this topic as the spring legislative session progresses.	If new legislation goes into effect, affected **PRESS** materials, including sample policy 7:190, *Student Behavior*, will be updated in the fall.
Presidential Executive Orders Address K-12 Issues, including Potential Immigration Enforcement in Schools Since taking office, the President has issued many Executive Orders (EOs), directing various federal agencies to implement his administration's policy priorities. Several of the EOs may impact K-12 schools, including an EO directed at dismantling the U.S. Dept. of Education and others addressing gender classification, diversity, equity, and inclusion efforts, and immigration enforcement. IASB continues to monitor the actions of the new federal administration, including the U.S. Dept. of Education, for lasting impacts on **PRESS** materials. Districts with specific questions on the local impacts of these actions should contact their board attorneys for guidance. Regarding the issue of immigration, the new administration announced a change to a previous federal policy which had limited immigration enforcement authorities from conducting activities at protected areas such as schools. In response to this development, the Ill. School Board of Education issued non-regulatory guidance indicating that districts should work with their board attorneys to develop procedures to follow should immigration authorities seek to gain access to their schools or other records. The Ill. Council of School Attorneys (ICSA) has also updated its guidance document, *Guidelines for Interviews of Students at School by Law Enforcement Authorities*, to address these issues. The ICSA Guidelines, which are referred to in sample administrative procedure 7:150-AP, *Agency and Police Interviews*, are available at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/guidelines-for-interviews-of-students/.	No **PRESS** materials are affected at this time.
Cook County Issues Guidance for School Districts on Paid Leave Ordinance The Cook County Paid Leave Ordinance (Ordinance) became effective for certain school districts within Cook County on 1-1-25. Many districts in Cook County are exempt from the Ordinance because the home-rule municipality in which they are located took official action to opt out from the Ordinance. On 1-10-25, the Cook County Commission on Human Rights issued Paid Leave Guidance for School Districts for those districts affected. Given the scope and complexity of the Ordinance of and its implementing regulations, impacted districts should work with their board attorneys to ensure the proper policy and/or procedures are in place.	No **PRESS** materials are affected.

Revisions to Policies, Administrative Procedures, and Exhibits

Number and Title	Revision Descriptions
2:150-AP, Superintendent Committees	The procedure is updated in response to the creation of 6:235-AP3, *Development of Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, and for continuous improvement. ☐
2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records	The exhibit is updated in response to: 1. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations; 2. 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, providing protections for students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students); 3. 105 ILCS 5/10-20.84(a), added by P.A. 102-917 and renumbered by P.A. 103-154, requiring districts to post on their websites their local postsecondary and career expectations frameworks; and 4. Continuous improvement. ☐
2:260, Uniform Grievance Procedure	The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The footnotes are also updated in response to the Whistleblower Act, 740 ILCS 174/, amended by P.A. 103-867, broadening the scope of legal protections for whistleblowers. ☐
2:265, Title IX Grievance Procedure	**REWRITTEN.** The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. ☐
2:265-AP1, Title IX Response	**REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. ☐
2:265-AP2, Formal Title IX Complaint Grievance Process	**REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. ☐
2:265-AP3, Title IX Coordinator	**DELETED.** The procedure is deleted in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. ☐
2:265-E, Title IX Glossary of Terms	**REWRITTEN.** The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above. ☐
4:15, Identity Protection	The policy and footnotes are updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg 30046, addressing the safeguarding of information under grant awards and updating the definitions for *personally identifiable information* and *protected personally identifiable information*. ☐
4:15-AP2, Treatment of Personally Identifiable Information Under Grant Awards	The procedure is updated for the reason stated in 4:15, *Identity Protection*, above. ☐
4:60-AP5, Federal and State Award Procurement Procedures	The procedure is updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046, revising general procurement standards, competition, methods of procurement, procurement of recovered materials, contract cost and price, and federal agency or pass-through entity review; and for continuous improvement. ☐

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

4:80, Accounting and Audits	The policy and footnotes are updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046, addressing the disposition and the retention of property acquired under grant awards, including an increase in the capitalization threshold from $5,000 to $10,000 for capital assets. The footnotes are also updated for continuous improvement.	☐
4:80-AP3, Inventory Management for Federal and State Awards	The procedure is updated for the reasons stated in 4:80, *Accounting and Audits*.	☐
4:120, Food Services	The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/2-304, added by P.A. 103-1076, requiring the Ill. State Board of Education (ISBE) to secure one or more master contracts for Halal and Kosher meals, subject to appropriation.	☐
4:170-AP6, E1, School Staff AED Notification Letter	The procedure is updated in response to a five-year review.	☐
5:10, Equal Employment Opportunity and Minority Recruitment	The policy is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above.	☐
5:20, Workplace Harassment Prohibited	The policy and footnotes are updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above.	☐
5:60, Expenses	The Legal References and footnotes are updated in response to a five-year review.	☐
5:60-AP, Federal and State Grant Travel Expense Procedures	The procedure is updated in response to a five-year review.	☐
5:60-E1, Employee Expense Reimbursement Form	The exhibit is unchanged in response to a five-year review.	☐
5:60-E2, Employee Estimated Expense Approval Form	The exhibit is unchanged in response to a five-year review.	☐
5:100, Staff Development Program	The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A-25 and 26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring training for staff members designated as resource persons and complaint resolvers for Article 26A Students. The policy and footnotes are also updated in response to 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896, requiring ongoing professional development for all personnel on the requirements of 105 ILCS 5/10-22.6 and 5/10-20.14, as well as trauma-responsive learning environments, and in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. Continuous improvement updates are also made to the footnotes.	☐
5:170-AP4, Designation of District Millenium Copyright Act (DMCA) Agent; Registration Process	The procedure is updated in response to a five-year review.	☐

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

6:150, Home and Hospital Instruction	The policy, Cross References, and footnotes are updated in response to 105 ILCS 5/10-22.6a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring home instruction for students unable to attend school due to pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health or safety concerns arising from domestic or sexual violence.	☐
6:235, Access to Electronic Networks	The policy and footnotes are updated to address the use of artificial intelligence-enabled tools in schools. A new, optional **Use of Artificial Intelligence (AI)-Enabled Tools** subhead is added to the policy. The footnotes are also updated in response to a U.S. Surgeon General's Advisory addressing the safety of social media use for children, and for continuous improvement.	☐
6:235-AP1, Acceptable Use of the District's Electronic Network	The procedure is updated to include reference to a district's AI Responsible Use Guidelines, for those districts whose boards adopt the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in 6:235, *Access to Electronic Networks*.	☐
6:235-AP3, Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines	**NEW.** The procedure is created to address the development of an AI plan and guidelines regarding the responsible use of artificial intelligence-enabled tools in schools.	☐
6:310, High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students	The policy is unchanged. Footnote 11 is updated in response to the Ill. Income Tax Act, 35 ILCS 5/231(b), extending until 1-1-26, a tax credit for employers that incur qualified expenses on behalf of an apprentice under a registered apprenticeship program. Other continuous improvement updates are also made to the footnotes.	☐
7:10, Equal Educational Opportunities	The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring schools to facilitate the full participation of Article 26A Students.	☐
7:10-AP1, Accommodating Transgender, Nonbinary, or Gender Nonconforming Students	The procedure is updated for the reasons stated in 2:265, *Title IX Grievance Procedure*, above.	☐
7:10-AP2, Accommodating Breastfeeding Students	The procedure is updated for the reasons stated in 7:10, *Equal Educational Opportunities*, above.	☐
7:20, Harassment of Students Prohibited	The policy and footnotes are updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. The Legal References and Cross References are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.	☐
7:50, School Admissions and Student Transfers To and From Non-District Schools	The Legal References are updated with minor style changes. The footnotes are updated in response to 105 ILCS 5/10-22.6, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring boards with a policy requiring suspended/expelled students to complete the term of their suspension/expulsion in an alternative learning opportunities program under 105 ILCS 5/13B to consider any mitigating factors for the student. Continuous improvement updates are also made to the footnotes.	☐

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

7:50-AP, School Admissions and Student Transfers to and from Non-District Schools	The procedure is updated for the reasons stated in 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, above.	☐
7:60, Residence	The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, permitting but not requiring the interdistrict transfer of students who are parents, expectant parents, or victims of domestic or sexual violence. Continuous improvement updates are also made to the footnotes.	☐
7:70, Attendance and Truancy	The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, adding more valid causes for student absence. Continuous improvement updates are also made to the policy and footnotes.	☐
7:180, Prevention of and Response to Bullying, Intimidation, and Harassment	The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations, and for continuous improvement. Continuous improvement updates are also made to the footnotes.	☐
7:185, Teen Dating Violence Prohibited	The policy is updated in response to State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations.	☐
7:190, Student Behavior	The policy, Legal References and footnotes are updated. The policy and footnotes are updated in response to: 1. The addition of a definition for *sexting* that includes Criminal Code of 2012, 720 ILCS 5/11-23.7, added by P.A. 103-825, criminalizing the *non-consensual dissemination of sexually explicit digitized depictions*; 2. 105 ILCS 5/22-100, added by P.A. 103-806, defining *corporal punishment*; 3. 105 ILCS 5/24-24, amended by P.A. 103-806, permitting school employees to only use reasonable force with respect to a student as permitted under 105 ILCS 5/10-20.33; 4. 105 ILCS 5/10-27.1A and 10-27.1B, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling), requiring the superintendent to annually report to ISBE by July 31 certain incidents on school grounds involving firearms, drugs, and battery against staff members; and 5. Continuous improvement. The Legal References are updated for reason #2 listed above. The footnotes are also updated in response to: 1. 105 ILCS 5/10-20.14, amended by P.A. 103-896, requiring ISBE to publish guidance for the development of reciprocal reporting systems and evidence-based intervention procedures by 7-1-25; 2. Ill. Human Rights Act, 775 ILCS 5/2-101(N), added by P.A. 103-804, eff. 1-1-26, defining *generative artificial intelligence*; 3. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896, requiring districts to make reasonable efforts to provide ongoing professional development to school personnel on 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14 and trauma responsive learning environments; 4. A.A. v. Summit Sch. Dist. No. 104, 2024 IL App (1st) 232451, holding that the factors for review of an expulsion previously established under Robinson v. Oak Park, 213 Ill.App.3d 77 (1st Dist. 1991) no longer apply because 105 ILCS 5/10-22.6 has clear standards for expulsion. 5. 105 ILCS 5/10-22.6(b), amended by P.A. 103-896, deleting a provision that addressed the immediate transfer of students to an alternative program who are suspended in excess of 20 school days; 6. 105 ILCS 5/1C-2, amended by P.A. 103-594, prohibiting the expulsion of children from early childhood programs until 7-1-26. On and after 7-1-26, the prohibition will be effective under the Dept. of Early Childhood Act, 325 ILCS 3/15-30(a)(7).	☐

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

7:190-AP2, Student Handbook - Gang Activity Prohibited	The procedure is updated in response to a five-year review.	☐
7:190-AP5, Student Handbook - Electronic Devices	The procedure is updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement.	☐
7:190-AP6, Guidelines for Investigating Sexting Allegations	The procedure is updated in response to: 1. Criminal Code of 2012, 720 ILCS 5/11-23.5, amended by P.A. 103-825, amended by P.A. 103-825, revising the elements of the criminal offense of *non-consensual dissemination of private sexual images*; 2. Criminal Code of 2012, 720 ILCS 5/11-23.7, added by P.A. 103-825, adding the criminal offense of *non-consensual dissemination of sexually explicit digitized depictions*; 3. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations; and 4. Continuous improvement.	☐
7:190-E2, Student Handbook Checklist	The exhibit is updated in response to: 1. State of Tennessee v. Cardona, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations; and 2. 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring students be annually notified of support services available for Article 26A Students, the name and contact information of their school's Article 26A Resource Person, and the availability of counseling for students 12 years of age and older without parent/guardian consent under 405 ILCS 5/3-550.	☐
7:200, Suspension Procedures	The policy and footnotes are updated in response to 105 ILCS 5/10-22.6, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, providing that during a suspension review hearing or expulsion hearing, students may disclose any factor to be considered in mitigation and students must be allowed to appear with a representative and a support person, and for continuous improvement.	☐
7:210, Expulsion Procedures	The policy and footnotes are updated for the reasons stated in 7:200, *Suspension Procedures*.	☐
7:210-E1, Notice of Expulsion Hearing	The exhibit is updated for the reasons stated in 7:200, *Suspension Procedures*.	☐
7:220-AP, Electronic Recordings on School Buses	The procedure is updated in response to a five-year review.	☐
7:250, Student Support Services	The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring students 12 years of age and older be annually notified of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550, and the designation of at least one staff member in each building as a resource person for Article 26A Students.	☐
7:250-AP2, Protocol for Responding to Students with Social, Emotional, or Mental Health Needs	The procedure is updated in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring the designation of at least one staff member in each building as a resource person for Article 26A Students.	☐
7:255, Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence	**NEW.** The policy is created in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring districts to ensure they have policies, procedures, and resources in place to ensure that Article 26A Students are provided with support services necessary to enable them to meet State educational standards and successfully attain a school diploma.	☐

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

7:255-AP1, Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence	**NEW.** The procedure is created for the reason stated in 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, above.	☐
7:255-AP2, Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence	**NEW.** The procedure is created for the reason stated in 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, above.	☐
7:270, Administering Medicines to Students	The policy, Legal References, and footnotes are updated. The policy is updated for continuous improvement to clarify that students may self-carry supplies when authorized by their diabetes care plan and/or seizure action plan. The footnotes are updated in response to: 1. 23 Ill.Admin.Code §1.540(b)(2), amended by 48 Ill.Reg. 14539, adding that schools are not required to accept opt-out requests from parents for the administration of undesignated medications. 2. Clinical Social Work and Social Work Practice Act, 225 ILCS 20/4.5, added by P.A. 103-1048, authorizing licensed school social workers to possess and administer opioid antagonists in their licensed professional capacity; and 3. Continuous improvement. The Legal References are updated for continuous improvement to add 105 ILCS 150/, Seizure Smart School Act.	☐
7:270-AP2, Checklist for District Supply of Undesignated Medication(s)	The procedure is updated in response to: 1. 23 Ill.Admin.Code §1.540(b)(2), amended by 48 Ill. Reg. 14539, adding that schools are not required to accept opt-out requests from parents for the administration of undesignated medications; 2. ISBE and the Ill. Dept. of Human Services' *Substance Abuse Prevention and Recovery Instruction Resource Guide*; and 3. Continuous improvement.	☐
7:310, Restrictions on Publications; Elementary Schools	The policy, footnotes, and Cross References are updated. The policy, Cross References, and footnotes are updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement. The footnotes are also updated in response to: 1. L.M. v. Town of Middleborough, Mass., 103 F.4th 854 (1st Cir. 2024), addressing the limits of students' right to free speech on campus; and 2. Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021), addressing the issue of discipline for off-campus conduct.	☐
7:310-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools	The procedure is updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*, and for continuous improvement.	☐
7:315, Restrictions on Publications; High Schools	The policy, Cross References, and footnotes are updated for the reasons stated in 7:310, *Restrictions on Publications; Elementary Schools*, above.	☐
7:315-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools	The procedure is updated for the reasons stated in 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools*, above.	☐

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

7:325-E, Application and Procedures to Involve Students in Fundraising Activities	The exhibit is updated in response to a five-year review.	☐
7:340, Student Records	The Legal References, Cross References, Administrative Procedure References, and footnotes are updated in response to: 1. 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, restricting the circumstances under which schools may disclose information about a student's status as a parent, expectant parent, or victim of domestic or sexual violence; and 2. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, providing that a student's temporary records include information about a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence. Continuous improvement updates are also made to the footnotes.	☐
7:340-AP1, School Student Records	The procedure is updated for the reasons stated in 7:340, *Student Records*, above.	☐
7:340-AP1, E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records	The exhibit is updated in response to 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, providing that a student's temporary records include information about a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, and for continuous improvement.	☐
7:345-AP, E1, Student Covered Information Reporting Form	The exhibit is updated in response to a five-year review.	☐
7:345-AP, E2, Student Data Privacy; Notice to Parents About Educational Technology Vendors	The exhibit is updated in response to a five-year review.	☐
7:345-AP, E3, Parent Notification Letter for Student Breach	The exhibit is updated in response to a five-year review.	☐
8:30, Visitors to and Conduct on School Property	The Legal References are updated with a minor style change. The footnotes are updated in response to the Criminal Code of 2012, 720 ILCS 5/11-18, amended by P.A. 103-1071, eff. 7-1-25, renaming the criminal offense of patronizing a ~~prostitute~~ person engaged in the sex trade, and for continuous improvement.	☐
8:30-E1, Letter to Parent Regarding Visits to School by Child Sex Offenders	The exhibit is updated in response to a five-year review.	☐
8:30-E2, Child Sex Offender's Request for Permission to Visit School Property	The exhibit is updated in response to a five-year review.	☐

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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Updated to reflect AI-Plan

School Board

Administrative Procedure - Superintendent Committees

The Superintendent or designee creates Superintendent or administrative committees as deemed necessary, makes all appointments, and directs all activities. A Superintendent or administrative committee reports directly to the Superintendent or designated administrator who directs its activities. The Superintendent or designee should consult the Board Attorney (a) concerning whether any of these committees must comply with the Open Meetings Act (OMA), and/or (b) to receive guidance for ensuring that the meetings either comply with OMA requirements or do not trigger OMA.[1] Unless otherwise indicated, the listed Superintendent or administrative committees are optional.

Communicable and Chronic Infectious Disease Program Task Force

This task force assists in the development and review of a chronic and infectious disease program consistent with the District's policies and State and federal laws and regulations, and reports directly to the Superintendent or designee. Appointments are made to the task force only if the Superintendent or designee determines that its input is desirable. See Board policies 5:40, *Communicable and Chronic Infectious Disease* (addressing personnel); and 7:280, *Communicable and Chronic Infectious Disease* (addressing students).

Task force members include the Superintendent or designee, the District medical advisor, a school nurse, and representatives from the School Board, local health department, PTA or PTO, the professional staff, and other employee groups.

Communicable and Chronic Infectious Disease Review Team

This review team monitors those employees and students who have a communicable and chronic infectious disease, and:

1. Reviews individual medical case histories.
2. Recommends the most appropriate educational setting for a student, which may include temporary removal from and return to the regular educational setting.
3. Recommends the most appropriate work setting for an employee; this may include retention in his/her present position, transfer to another position, or temporary excusal from or return to his/her work assignment.

The footnotes should be removed before the material is used.

[1] Superintendent and administrative committees are generally not governed by the Open Meetings Act (OMA), but the operation and function of specific committees may make the Act applicable. For example, any committee, whether superintendent or board, having as members at least a majority of the quorum (three out of seven) of the board, will be subject to OMA. 5 ILCS 120/1.02. For a five-member board, OMA is applicable when a quorum of board members (three out of five) sit on a committee. Id. Other factors that determine whether a committee is governed by OMA include "who appoints the members of the entity, the formality of their appointment, and whether they are paid for their tenure; the entity's assigned duties, including duties reflected in the entity's by-laws or authorizing statute; whether its role is solely advisory or whether it also has a deliberative or investigative function; whether the entity is subject to government control or otherwise accountable to any public body; whether the group has a budget; its place within the larger organization or institution of which it is a part; and the impact of decisions or recommendations that the group makes." Univ. Prof'ls v. Stukel, 344 Ill.App.3d 856, 865 (1st Dist. 2003).

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Team members may include the District's medical advisor, a school nurse, the Building Principal, and the Superintendent or designee. [2]

The review team is guided by the Board's policies, Ill. Dept. of Public Health (IDPH) rules and regulations, and all other applicable State and federal laws. It reports directly to the Superintendent or designee. See also Board policies 5:40, *Communicable and Chronic Infectious Disease*; and 7:280, *Communicable and Chronic Infectious Disease*. The review team consults the employee's or the student's personal physician and local health department officials before making any recommendations.

The Communicable and Chronic Infectious Disease Review Team respects the privacy rights of each employee and student and takes such precautions as may be necessary to secure confidentiality.

Anaphylaxis Prevention, Response, and Management Committee

This committee develops and implements the District's Anaphylaxis Prevention, Response, and Management Program and reports directly to the Superintendent or designee. It monitors the program and establishes a schedule to ensure the Superintendent reports on the program's effectiveness to the Board at least once every three years. See Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, based upon the Ill. State Board of Education (ISBE) Anaphylaxis Response Policy for Illinois Schools at: www.isbe.net/Documents/Anaphylactic-policy.pdf.

Committee members may include District-level administrators, Building Principals, the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, **Part C, District Safety Coordinator and Safety Team; Responsibilities**), District 504 Coordinator (see exhibit~~policy~~ 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights ~~Education of Children with Disabilities~~*), staff members, parents/guardians, community members, and students.

Employee Substance Abuse Prevention Committee

This committee makes recommendations directly to the Superintendent or designee regarding the issues of employee substance abuse and resulting employee conduct standards, and:

1. Cooperates with community and State agencies on substance abuse programs.
2. Gathers information about substance abuse and suggests methods to disseminate it to employees.
3. Develops a support network that encourages employees to self-refer for treatment and suggests procedures for early identification and treatment.
4. Recommends procedures that would protect the privacy of employees while taking into consideration any directives from the Board to the Superintendent regarding the District's obligation to provide a safe environment and to ensure high-quality performance, which may include but not be limited to:
    a. Securing training for designated district employees to educate them to identify symptoms of being impaired by or under the influence of substances prohibited by policy. For guidance about what impaired by or under the influence of means, see:
        i. Footnote ~~discussions in~~ numbers five and six in Board policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*;

The footnotes should be removed before the material is used.

[2] The team members listed align with prior joint guidance of the Ill. State Board of Education (ISBE) and the Ill. Dept. of Public Health. See https://wordpress.uchospitals.edu/infectionprevention/files/2011/05/IDPH-Chronic-ID-in-schoolchildren.pdf ~~www.isbe.net/Pages/Special-Education-Administrators.aspx~~.

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ii. 625 ILCS 5/11-501.2 and 5/11-501.9, ~~amended by P.A. 101-27~~ (chemical and other tests, validity, etc., a/k/a *field sobriety tests*);

iii. 410 ILCS 705/10-50(d)~~, added by P.A. 101-27~~ ("An employer may consider an employee to be impaired or under the influence of cannabis if the employer has a *good faith belief* that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.") (**Note:** Consult the Board Attorney about identifying cannabis use); and

iv. Professional development opportunities in the area, e.g., local law enforcement agencies may be a place to begin.

b. Implementing a reasonable suspicion and/or drug testing[3] program(s) to enhance the District's ability to identify and discipline employees suspected of being impaired by and/or under the influence of prohibited substances. **Note:** Consult the Board Attorney before implementing any drug-testing program(s) or disciplining employees based upon the results of these programs. Drug testing will likely assist the District with the challenges of identifying cannabis-related issues, but the science behind impairment identification and behavioral testing for cannabis impairment is new and emerging.

c. Addressing expectations for employees in positions of leadership who are perpetually on call[4] due to the nature of their positions and responsibilities.

d. Holding licensed educators to a higher standard than non-licensed employees due to their professional code of conduct expectations.

e. Holding employees working directly with students to a higher standard than employees not working directly with students.

f. Recommends a method to explicitly inform employees of the consequences of violating the District's policy.

g. Recommends best practices for discipline of employees who are suspected of violating or are violating the District's policy. [5]

Committee members may include the Superintendent or designee, the District's medical advisor/medical review officer, and employee representatives from both professional and educational

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[3] The best practice for ensuring the strongest defense when disciplining an employee for undertaking tasks while being impaired by and/or under the influence of prohibited substances is a confirmed, positive drug test used in combination with reasonable suspicion of impairment. Drug testing may be cost prohibitive and disruptive for school districts while also presenting several other legal considerations, including possible collective bargaining implications upon request by the employee representative. For example, while the Americans with Disabilities Act allows the results of such tests to be used as the basis for disciplinary action (42 U.S.C. §12114; 29 C.F.R. §1630.16(c)), drug tests may still violate other laws, e.g., Title VI and the Rehabilitation Act (42 U.S.C. §2000e et seq.; and 29 U.S.C. §701 et seq.). Identifying and disciplining employees for cannabis use on a drug test alone may present a unique set of challenges because cannabis can remain in a person's system for weeks.

[4] See f/n 3 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*.

[5] Consult the board attorney regarding any disciplinary action explored for employees based solely on a positive cannabis test result. Employee discipline is an item on which collective bargaining may be required.

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support personnel. The committee is guided by Board policies, administrative procedures, and relevant State and federal statutes. See Board policies 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest;* and administrative procedure 5:120-AP2, *Employee Conduct Standards*.

Pandemic Planning Team

This team builds a strong relationship with the local health department and emergency medical agencies and uses their assistance to develop and implement a comprehensive pandemic influenza school action plan and build awareness of the final plan among staff, students, and the community. See Board policy 4:180, *Pandemic Preparedness; Management; and Recovery*, and its procedures.

Team members may include one or two Board members, administrators, and staff members. The team~~It~~ reports directly to the Superintendent or designee.

Sex Equity Committee

This committee supports the District's efforts to eliminate sexual harassment by advising the Superintendent or designee on prevention, intervention, and education. Committee members may include community representatives, District administrators, teachers, and students. See Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 7:10, *Equal Educational Opportunities*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

School Violence Prevention Team

This team builds awareness about and supports the development and implementation of the District's:

1. Targeted School Violence Prevention Program. See Board policy 4:190, *Targeted School Violence Prevention Program*, and administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*.
2. Anti-bullying program, as appropriate. See Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and administrative procedure 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*.

All Building Principals or their designees must serve on this team.[6] Other team members may include the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, Part C. *District Safety Coordinator and Safety Team; Responsibilities*), law enforcement representatives, the Board Attorney, District psychologist(s), mental health workers and/or social service agencies, faith leaders, community members, and students. The team~~It~~ reports directly to the Superintendent or designee.

Transitional Bilingual Education (TBE) Programs Parent Advisory Committee [7]

This committee is required. The committee maximizes the practical involvement of parents/guardians of students in the District's TBE program(s). Its purpose is to:

The footnotes should be removed before the material is used.

[6] Including building principals on this team aligns with administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*, which provides that "Building Principals are mandatory for successful implementation" of a Targeted School Violence Prevention Plan.

[7] 105 ILCS 5/14C-10.

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1. Afford parents/guardians the opportunity to effectively express their views; and
2. Ensure that the District's program(s) are planned, operated, and evaluated with the involvement of, and in consultation with, parents/guardians of students served by the program(s).

All Building Principals or their designees serve on this team.[8] Other committee members must include parents/guardians of students enrolled in the District's TBE program(s), transitional bilingual education teachers, counselors, and representatives from community groups. A majority of the committee members (or if the District has multiple committees, each committee) must be parents/guardians of students enrolled in the District's TBE program(s). [9]

This committee must elect officers, establish internal rules, guidelines, and procedures.[10] It reports directly to the Superintendent or designee.

Title I Parent Advisory Committee

This committee is required if the District receives or desires to receive Title I funds. See Board policy 6:170, *Title I Programs*; administrative procedure 6:170-AP1, E1, *District-Level Parent and Family Engagement Compact*; 20 U.S.C. §§6312(a)(1)(A), 6318(a)(2)(F). The committee supports the development and implementation of the District's Title I plan. Its activities may include, at the Superintendent or designee's directive:

1. Facilitating the active involvement of parents/guardians in their children's academic success by such activities as coordinating Title I parent-teacher conferences, providing information to help parents/guardians assist their children, coordinating volunteer or paid participation by parents/guardians in school activities, and establishing a process to respond to parents/guardians' inquiries and recommendations.
2. Distributing Title I informational materials.
3. Consulting on~~regarding~~ the District's Title I Plan.
4. Supporting the implementation of Board policy 6:170, *Title I Programs*.

Committee members include parents/guardians and family members of Title I children.[11] It reports directly to the Superintendent or designee.

PERA (Performance Educational Reform Act) Joint Committee and the RIF (Reduction in Force) Joint Committee [12]

Each committee listed below is required until its function has been fulfilled.

1. **PERA joint committee**. This mandatory committee develops a plan for incorporating data and indicators of student growth into the evaluation plan. The joint committee is "composed of equal representation selected by the district and its teachers, or where applicable, the exclusive bargaining representative of its teachers." 105 ILCS 5/24A-4(b). If, within 180 calendar days of the committee's first meeting, the committee does not reach an agreement on the plan, the

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The footnotes should be removed before the material is used.

[8] Optional. If building principals do not serve on this committee and the district deletes this sentence, amend the next sentence's introductory words as follows: "~~Other c~~Committee members must include …".

[9] 105 ILCS 5/14C-10.

[10] Id.

[11] Inclusion of parents/guardians and family members of Title I children on this committee aligns with 20 U.S.C. §6318(a)(2)(A), which requires a district to involve them in the joint development of a district's plan to help low-achieving children meet challenging achievement and academic standards, and in the development of comprehensive and targeted support and improvement plans.

[12] These committees are not subject to OMA. 105 ILCS 5/24A-4(b) and 105 ILCS 5/24-12(c).

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District must implement ISBE's model evaluation plan with respect to the use of data and indicators on student growth. The amendment of an evaluation plan continues to be a mandatory subject of bargaining. This committee also agrees to the panel of qualified evaluators that reviews appeals of unsatisfactory performance ratings and determines the criteria for successful appeals.[13] 105 ILCS 5/24A-5.5. This committee must also ~~establish~~: (a) establish a teacher evaluation plan that ensures that each tenured teacher whose performance is rated as either excellent or proficient is evaluated at least once in the course of the three school years after receipt of the rating, and (b) implement an informal teacher observation plan established by ISBE rule and by agreement of this committee to ensure that each tenured teacher in this category is at least informally observed at least once in the course of the two school years after receipt of the excellent or proficient rating. 105 ILCS 5/24A-5~~. amended by P.A. 102-252~~.

2. **RIF joint committee**. This mandatory committee convenes annually to consider issues identified in the statute concerning the selection of teachers for layoff. 105 ILCS 5/24-12(c). On or before December 1 of each year, the RIF joint committee must be established and must hold its first meeting. It is composed of individuals appointed by the Board and the teachers (or the exclusive bargaining representative of its teachers).

Concussion Oversight Team [14]

The Concussion Oversight Team is required until its function has been fulfilled. State law requires the team to establish protocols for return-to-play and return-to-learn for students who have suffered a concussion or head injury during interscholastic athletic activities. See Board policy 7:305, *Student Athlete Concussions and Head Injuries*. 105 ILCS 5/22-80(d). The Board must appoint or approve a Concussion Oversight Team. Section 22-80(d) identifies who must be on each Concussion Oversight Team. A physician, to the extent possible, must be on the Team. If the school employs an athletic trainer and/or nurse, they must be on the Team to the extent practicable. The Team must include, at a minimum, one person who is responsible for implementing and complying with the return-to-play and return-to-learn protocols adopted by the Team. Other licensed health care professionals may be appointed to serve on the Team. If it is not practicable for a physician, athletic trainer, and/or nurse to be on the Team and other licensed health care professionals are not appointed to serve on the Team, the Team may be composed of only one person who need not be a licensed healthcare professional; however, that individual may not be a coach.

Wellness Committee [15]

The Wellness Committee includes at least one representative from each of the following groups: parents, students, representatives of the school food authority, teachers of physical education, school

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[13] The PERA joint committee does not determine what rating will be issued to replace an unsatisfactory rating in the event of a successful appeal; that issue must be collectively bargained. 105 ILCS 5/24A-5.5.

[14] 105 ILCS 5/22-80(d).

[15] Establishing a wellness committee is optional; if established, it should be listed here, or delete it if the board has not directed the superintendent to convene a wellness committee in policy 6:50, *School Wellness*. See f/n 27 in sample policy 6:50, *School Wellness*. The preamble to 7 C.F.R. §210.31(d)(1) suggests one method to comply with the rules is by: "identifying individuals" to serve on a "local school wellness policy committee." However, the final text of 7 C.F.R. §210.31(d)(1) does not specifically require districts to establish a local school wellness policy committee – only that they "permit [groups listed in the procedure above] to participate … ." .

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health professionals, a member of the Board,[16] school administrators,[17] and members of the community. Individuals of this committee will participate in the development, implementation, periodic reviews, and updates of Board policy 6:50, *School Wellness*. 7 C.F.R. §210.31(d)(1).

Children's Advocacy Center Communication Committee [18]

This committee supports the implementation of the Alleged Incidents of Sexual Abuse; Investigations subhead of Board policy 5:90, *Abused and Neglected Child Reporting*. It includes the District Nondiscrimination Coordinator, District Safety Coordinator, and at least one representative from each of the following groups: District-level administrators, Building Principals, school personnel, and employees from the accredited Children's Advocacy Center (CAC) that serves the District. The CAC Communication Committee reports directly to the Superintendent or designee. See Board policy 5:90, *Abused and Neglected Child Reporting*, and administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

Educational Technology Committee [19]

This committee supports the following functions:

1. ~~i~~Implementation of Board policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*. Committee members may include the Head of Information Technology, District-level administrators, Building Principals, and teachers. See administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*.
2. ~~This committee also supports t~~The District's submission of an annual report to ISBE regarding educational technology capacities and policies. [20]
3. ~~2.~~ Developing, monitoring, and updating the District's Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines for the use of AI. [21]

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[16] See f/n 1 above. As much of the work of developing a plan to involve local stakeholders is administrative/staff work rather than governance work, the best practice is to have a wellness committee be an administrative committee, but consult the board attorney for guidance about the application of OMA when three or more board members serve on this committee.

[17] If a board wants to comply with the U.S. Dept. of Agriculture's encouragement to include Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators or educators in the group to provide input about the wellness policy, insert: "Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators, educators," immediately before: ", and members of the community."

[18] Establishing a Children's Advocacy Center (CAC) communication committee is optional and only applies to school districts within a county served by an accredited CAC. See f/n 13 in sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

[19] Establishing an Educational Technology Committee is optional. The Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, centralizes decision making about what K-12 online sites, services, and applications will be used in schools by requiring boards to adopt a policy for designating which district employees are authorized to enter into agreements with *operators* who collect personally identifiable information about students. See sample policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, and sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*. ~~See https://iteillinois.tfaforms.net/f/FY23TechSurvey.~~

[20] 105 ILCS 5/10-20.74. The sample policies that apply to this submission include, but are not limited to: 4:10, *Fiscal and Business Management*; 5:125, *Personal Technology and Social Media; Usage and Conduct*; 6:220, *Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct*; 6:230, *Library Media Program*; 6:235, *Access to Electronic Networks*; and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*.

[21] See sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*. Delete Item #3 if a board has not adopted the optional **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in policy 6:235, *Access to Electronic Networks*.

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Remote Learning Committee [22]

This committee develops a plan for instruction in grades pre-Kkindergarten through 12 and presents it to the Superintendent for approval who then presents it to the Board for adoption when the:

1. Governor declares a disaster due to a public health emergency (20 ILCS 3305/7); and
2. State Superintendent of Education declares a requirement for the District to implement and use Remote Learning Days (RLDs) or Blended Remote Learning Days (BRLDs).

After adoption of the plan by the Board, this committee supervises the implementation of administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*, and exists until its function has been fulfilled.

Time Out and Physical Restraint Oversight Team [23]

The Time Out and Physical Restraint Oversight Team is required. The Team includes, but is not limited to, Building Principals, teachers, paraprofessionals, school service personnel, and administrators to develop:

1. ~~A school~~The ~~d~~District's plan, including school-specific considerations,[24] for reducing and eventually eliminating the use of isolated time out, time out, and physical restraint in accordance with the goals and benchmarks established by ISBE;[25] and
2. Procedures to implement the plan and make the plan available for review by parents/guardians.

The Team also supported the District's submission to ISBE of the plan by July 1, 2022, and of progress reports annually thereafter through July 1, 2024, as well as notification to parents/guardians when plans and progress reports wereare available for review.

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[22] Establishing this committee is optional. 105 ILCS 5/10-30, requires "the district to adopt a remote and blended remote learning day plan approved by the district superintendent" when certain emergency conditions exist that are related to the management of a public health emergency under the Ill. Emergency Management Act. See f/n 1 in sample administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*. A committee can assist the superintendent to ensure all the statutory requirements for implementing, monitoring, and amending the plan are met.

[23] 105 ILCS 5/2-3.130(e), ~~added by P.A. 102-339.~~ requires boards to create a Time Out and Physical Restraint Oversight Team. As this is administrative/staff work rather than governance work, the best practice is to have the team be an administrative committee but consult the board attorney for guidance.

[24] An *entity-specific plan* (district-specific plan) is required by 105 ILCS 5/2-3.130(e), amended by P.A. 103-175, however final ISBE rules at 23 Ill.Admin.Code §1.285(k~~l~~)(1)(B) go beyond the authority of the statute and require a *school district plan* that includes *school-specific recommendations*.

A plan is required unless a district can show that it: (1) has not used physical restraint, time out, and isolated time out (RTO) within the previous three years, (2) has adopted a policy prohibiting the use of RTO, and (3) enforces the policy. 105 ILCS 5/2-3.130(f); 23 Ill.Admin.Code §1.285(k~~l~~)(1)(B). Consult the board attorney to determine if a team is required for a district; a team may still be required by law even if no plan is required.

The plan must include, but is not limited to, specific actions being taken by the school to: (1) reduce and eventually eliminate relying on RTO for behavioral interventions and develop noncoercive environments, (2) develop individualized student plans (separate from a student's individualized education program or 504 plan) that aim to prevent the use of RTO, (3) ensure that appropriate school personnel are fully informed of the student's history, including any history of physical or sexual abuse, and other relevant medical and mental health information, except that any disclosure of student information must be consistent with laws and rules governing student confidentiality and privacy rights, and (4) support a vision for cultural change that reinforces using the following in lieu of RTO: positive behavioral interventions and supports, effective ways to de-escalate situations, crisis intervention techniques, and debriefing meetings to reassess what occurred and why. 105 ILCS 5/2-3.130(e)(1)-(4).

[25] ISBE's initial goal is for a 25% reduction in the use of RTO over a 12-month period for students experiencing five-plus instances in a 30-day period. ISBE intends to periodically revise this goal in order to systemically reduce and eventually eliminate the use of RTO. See www.isbe.net/Pages/restraint-time-out.aspx for further information, including ISBE's *RTO Reduction Plan Directions and Checklist, and Reduction Plan Submittal Template*.

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Updated to Reflect Title IX lawsuit & addition of Article 26a

School Board

Exhibit - Immediately Available District Public Records and Web-Posted Reports and Records [1]

[*For use by only those Districts that have websites.*]

The District's Freedom of Information Officer designates the public records that are listed in this table as being immediately available to the public. The records that are asterisked (*) are posted on the District's website and may be immediately inspected, downloaded, printed, and/or copied. Any asterisked public record is also immediately available for inspection or copying upon request at the District's administrative office during its regular business hours, provided any applicable fees are paid. Unless otherwise noted in the special instructions column, records not asterisked (*) will be provided within five business days as allowed by the Freedom of Information Act, provided any applicable fees are paid.

Web-posted records and information (use of an * is explained in the paragraph above this table)	**Web-posting statutory reference and special instructions**
*Annual schedule of regular meetings for the current school year that are posted at the beginning of each calendar or fiscal year *Public notice of each Board meeting that is posted at least 48 hours before the meeting and remains posted until the meeting is concluded *Agenda of each regular meeting that is posted at least 48 hours before a meeting and remains posted until the meeting is concluded **Note:** For school districts that do not post board meeting notices and/or agendas on a website (because they do not	5 ILCS 120/2.02.

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[1] This exhibit has two purposes: (1) to identify the data and documents that must be posted on a district's website, if the district has a website; and (2) to fulfill the requirement in the Freedom of Information Act (FOIA) for the district's FOIA officer to designate the public records that are immediately available to the public. 5 ILCS 140/3.5(a). Many attorneys agree that using the required items for web-posting is an easy and practical way for the FOIA Officer to develop a list of public records that are *immediately available*. Some attorneys prefer that the district also retain copies of its web-posted public records for immediate inspection and/or copying upon request at the administrative office. The introductory paragraph manages this issue by indicating that copies of certain identified public records will also be immediately available in the district's administrative office. This exhibit suggests identifying public records for immediate availability that are easily reproduced and stored, i.e., not voluminous. The FOIA Officer should customize this list as appropriate to the district's circumstances.

Districts may respond to a FOIA request for a public record published on the district website by directing the requester to the website. However, if the requester is unable to reasonably access the record, the requester may re-submit his or her request, and the district must then make the record available for inspection and copying. See 5 ILCS 140/8.5; see also reference in Ill. Public Access Counselor binding opinion 10-1. Consult the board attorney for ideas to manage the district's specific FOIA compliance issues.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
have a website maintained by a full-time staff member), the notice and agenda must be continuously available for public review during the entire 48-hour period preceding the meeting	
*Official open meeting minutes that are posted within 10 days of the Board's approval and remain posted for at least 60 days (required if the District has a website maintained by a full-time staff member)	5 ILCS 120/2.06(b).
*Description of the District and its records including: Summary of the District's purpose Functional subdivisions Total amount of operating budget Number and location of all of its separate offices Approximate number of full- and part-time employees (see also, salary and benefits information report for the Superintendent, administrators, and teachers, District's Statement of Affairs) Identification and membership of the Board Brief description of the methods whereby the public may request information and public records Directory information for the Freedom of Information Officer Address where requests for public records should be directed Fees	5 ILCS 140/4. The District must prominently post the list at each administrative office and make it available for inspection and copying.
*A hyperlink to an email address(es) for members of the public to communicate with members of the Board	50 ILCS 205/20. The hyperlink must be easily accessible from the District's home page.
Annual budget for current fiscal year, itemized by receipts and expenditures	105 ILCS 5/17-1.2. This may be accomplished using the Ill. State Board of Education (ISBE) *School*

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	District Budget Form (50-36) or the summary pages from it. [2] The District must notify its students' parents/guardians when the budget is web-posted along with its website address.
*Notice of a public hearing under the Truth in Taxation Law, when applicable (required if the District has a website maintained by a full-time staff member)	35 ILCS 200/18-75, amended by P.A. 103-1018. The notice on the website must be posted for at least 30 consecutive days on or near the top of the District's website home page or on a page accessible through a direct link from the home page. The notice must be posted not more than 14 days nor less than seven days prior to the date of the public hearing. Id. at 18-80.
*Notice of public hearing on waiver or modification of a School Code mandate, when applicable	105 ILCS 5/2-3.25g(c-5). The time, date, place, and general subject matter of the public hearing must be posted at least 14 days prior to the hearing. If the District is requesting to increase the fee charged for driver education authorized pursuant to 105 ILCS 5/7-24.2, the website information must include the proposed amount of the fee the ~~d~~District will request. See 2:20-E, *Waiver and Modification Request Resource Guide*.
*District Report Card and a Report Card for each School (the Report Cards will be provided by ISBE by Oct. 31 of each year, unless otherwise provided by law)	105 ILCS 5/10-17a~~, amended by P.A.s 102-16 and 102-539~~. Annually, no more than 30 calendar days after receiving the Report Cards from the State Superintendent, the District must: (1) present them at a regular Board meeting, (2) post them on the District's website, (3) make them available to a newspaper of general circulation serving the District, and

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[2] For school officials who are concerned that some of their district's constituents may not have the proper software to access these documents, ISBE provides links to free *viewer or reader* products that support the ISBE School District Budget Form (50-36). These products can be downloaded and used to access the budget as posted on the district's website. See www.isbe.net/Pages/School-District-Joint-Agreement.aspx.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	(4) upon request, send them home to parents/guardians. 105 ILCS 5/10-17a(5). The District also must send a written notice home to parents/guardians stating: (1) that the Report Cards are available on the website, (2) the website's address, (3) that a printed copy will be sent upon request, and (4) the telephone number to request a printed copy. Id.
*Hyperlink to ISBE's Expanded High School Snapshot Report High School only	105 ILCS 5/10-17a(7), added by P.A. 103-503. The hyperlink must be displayed in a manner that is easily accessible to the public. ISBE is required to prepare a stand-alone report covering high schools beginning 10-31-27 and by Oct. 31 of each subsequent year.
*The District's discipline plan and progress on the plan, in the event the District is identified by ISBE to be in the top 20% (for three consecutive years) of districts for out-of-school suspensions, out-of-school expulsions, or racial disproportionality in the use of out-of-school suspensions and expulsions	105 ILCS 5/2-3.162. If the District is required to submit a plan to ISBE, it must be approved at a public board meeting and posted on the District's website. Within one year after being identified by ISBE, the District must submit to ISBE and post on its website a progress report describing implementation of the plan and the results achieved.
*A list of all contracts in excess of $25,000 and any contracts with an exclusive bargaining representative	105 ILCS 5/10-20.44. There is no statutory timeline for web-posting. Each year, in conjunction with the submission of the Statement of Affairs to ISBE, before Dec. 1, the District must submit to ISBE an annual report on all contracts over $25,000 awarded during the previous fiscal year.
*Contract(s) with any commercial driver training school(s) for driver education High School	105 ILCS 5/27-24.2. The District is required to web-post this document if it has a website. If the District has no website, it must make the contract available upon request.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
Annual Statement of Affairs	105 ILCS 5/10-17. The District is not required to web-post this document. It must, annually by Dec. 1, submit the Statement to ISBE for posting on ISBE's website, have copies of the Statement available in the main administrative office, and publish a summary of the Statement in a newspaper of general circulation published in the District.
*Fiscal Efficiency Report, summarizing the District's attempts to improve fiscal efficiency through shared services or outsourcing in the prior fiscal year Miller Ratio	105 ILCS 5/17-1.1~~, amended by P.A. 102-1088~~. The report must be: (1) approved by the Board at an open meeting,[3] and (2) primarily in checklist form and approximately one page in length.
Beginning in levy year 2022, if the District has an aggregate property tax levy greater than $5,000,000, it will make good faith efforts to electronically publish the following data from all vendors and subcontractors doing business with the District: Whether the vendor or subcontractor is minority-owned, women-owned, or veteran-owned Whether the vendor or subcontractor holds a certification as a minority-owned, women-owned, or veteran-owned business as defined in 30 ILCS 575/, or if they are self-certifying; and If the vendor self-certifies, whether it qualifies as a small business under federal Small Business Administration standards (See www.sba.gov/federal-contracting/contracting-guide/size-standards).	35 ILCS 200/18-50.2~~, added by P.A. 102-265~~. The law does not define *electronically publish*; website posting is a means of compliance. This item is not asterisked should the District choose to electronically publish the information offline.
*Notice of a public hearing at which the Board will consider closing a school, when applicable	105 ILCS 5/10-22.13. The notice of the public hearing must be provided at least 10

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[3] 105 ILCS 5/17-1.1~~, amended by P.A. 102-1088.~~ specifies that the report must be approved by the board at an "open meeting that allows for public comment." The public comment qualification is omitted here because it is redundant; all open meetings must have a period during which the public can offer comments. See sample policy 2:230, *Public Participation at School Board Meetings and Petitions to the Board*. This report is included in a district's annual financial report as the *Report on Shared Services or Outsourcing*. See www.isbe.net/Pages/Annual-Financial-Report.aspx.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	days prior to the hearing and include the time, date, place, and name or description of the school building that the Board is considering closing.
*Explanation of the data elements of *covered information*[4] that the District collects, maintains, or discloses to any person, entity, third party, or governmental agency. *A description of the procedures[5] that parents/guardians may use to carry out their rights under 105 ILCS 85/33(c)(1), (2), & (3), including the right to: Inspect and review their child's covered information Request a paper or electronic copy of their child's covered information Request corrections for factual inaccuracies contained in their child's covered information	105 ILCS 85/27(a)(1). The explanation of data elements of covered information must be clear and understandable by a layperson and cover the following: (1) how the District uses the covered information; (2) to whom or what entities the District discloses the covered information; and (3) for what purpose the District discloses the covered information. The explanation of data elements and description of parent rights procedures must be updated by Jan. 31 and July 31 each year, as needed.
*A list of operators with whom the District has written agreements and the following for each operator: Copy of the agreement Business address List of any subcontractors to whom covered information may be disclosed or a link to a page on the operator's website that clearly lists the subcontractors	105 ILCS 85/27(a)(2) & (3). The District must post new operator contracts and an explanation of the data elements of covered information disclosed to the operator (see immediate row above) within 10 business days after entering into the contract. 105 ILCS 85/27(c). This list must also be updated by Jan. 31 and July 31 each year, as needed.
*A list of *breaches* of covered information maintained by the school or an operator involving 10% or more of the District's student enrollment. The list must include:	105 ILCS 85/27(a)(5).

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[4] *Covered information* means personally identifiable information or material (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's/guardian's use of the operator's site, service or application for K-12 school purposes; (2) created by or provided to an operator by an employee or agent of the District; or (3) gathered by an operator through the operation of its site, service, or application. 105 ILCS 85/5. *Operators* are entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and used for K-12 school purposes. Id. See sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*, for additional information regarding posting requirements under Student Online Personal Protection Act, 105 ILCS 85/, and sample exhibit 7:345-AP, E1, *Student Covered Information Reporting Form*, for a sample reporting format.

[5] See sample exhibit 7:345-AP, E4, *Notice of Parent Rights Regarding Student Covered Information*. Districts may choose to, but are not required to, include a description of these procedures in a student handbook.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
Number of students whose covered information was involved in the breach, unless the breach involved *personal information* as defined in the Personal Information Protection Act, 815 ILCS 530/5, in which case the number of students involved may not be disclosed Date, estimated date, or estimated date range of the breach Name of the operator, if applicable	The District must update breach information by Jan. 31 and July 31 each year, and it must remain on the District's website for at least five years after the District adds it to the list. Breaches that occurred (or were estimated to have occurred) prior to 7-1-21 or breaches that were posted more than five years prior to updating the current list do not need to be posted. [6]
*Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* *Information developed as a result of the evaluation and assessment of the bullying policy's outcomes and effectiveness	105 ILCS 5/27-23.7(b)(10) and (11).
*~~Title IX notice of nondiscrimination~~ Contact information for the District's Title IX Coordinator(s) and Board policies 2:260, *Uniform Grievance Procedure*; and 2:265, *Title IX Grievance Procedure*	34 C.F.R. §106.8. ~~See the **Notice of Nondiscrimination** subhead of sample administrative procedure 2:265-AP1, *Title IX Response*, for a sample notice of nondiscrimination and nondiscrimination statement meeting the minimum requirements of Title IX regulations.~~
T~~itle IX t~~raining materials for any individuals designated as Title IX Coordinator(s), investigators, decision-makers, and informal resolution facilitators	34 C.F.R. §106. 45(b)(10)(i)(D)~~8(f)(3). Title IX training materials must, upon request, be made available for inspection only (not copying) by members of the public~~. Naming only the training provider and course does not meet this requirement. The U.S. Dept. of Education (DOE) requires training materials to be publicly available "so that a district's approach to training Title IX personnel may be transparently

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[6] 105 ILCS 85/27(d) states that individual notification to the parent/guardian of a child whose covered information was breached may be delayed if a law enforcement agency determines that notification will interfere with a criminal investigation and provides the District with a written request for a delay of notice. This basis for delay does not specifically apply to the more general website notification of a breach, however, such a delay may also be warranted depending upon the circumstances. Consult the board attorney for guidance on this issue.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	viewed by the [district's] educational community and the public, including for the purpose of holding a [district] accountable for using training materials that comply with [Title IX] regulations." 85 Fed. Reg. 30254. Consult the Board Attorney regarding this requirement; making training materials of third-party consultants publicly available may violate their intellectual property rights. The DOE acknowledged the potential for intellectual property violations, suggesting that districts either "secure permission from the consultant to publish the training materials" or create their own training materials. 85 Fed. Reg. 30412.
*Board policy 7:20, *Harassment of Students Prohibited*, and age-appropriate explanations of its contents in student handbook(s)	105 ILCS 5/10-20.69. The District must have an age-appropriate policy on sexual harassment (1) in the student handbook(s), (2) posted on the District's website, and (3) posted in any other area where policies, rules and standards of conduct are posted in each school.
*Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and procedures for requesting supportive services	105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. Copies must be made available to students and parents/guardians at no cost at each school. Procedures for requesting supportive services that are available at the building level and on building-specific websites should include the building-level Article 26A Resource Person's name and contact information. See administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.
*Board policy 7:290, *Suicide and Depression Awareness and Prevention*	105 ILCS 5/2-3.166~~, amended by P.A. 102-267~~.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*Contact information for the National Suicide Prevention Lifeline (988) and Crisis Text Line (Text 741741), if the District does not issue student identification cards to all students	105 ILCS 5/10-20.81, ~~added by P.A. 102-416 and renumbered by P.A. 102-813.~~ amended by P.A. 103-143.
*Administrator and Teacher Salary and Benefits Report (itemized salary report for the Superintendent and all administrators and teachers); *benefits* includes, without limitation, vacation days, sick days, bonuses, annuities, and retirement enhancements	105 ILCS 5/10-20.47. [7] Annually on or before Oct. 1: (1) the information must be presented at a regular Board meeting and posted on the District's website, and (2) after the Board meeting at which the information was presented, the Report must be provided to ISBE.
All records pertaining to the creation, alteration or revision of school attendance areas shall be open to the public	105 ILCS 5/10-21.3. This law also requires school attendance areas to be periodically revised, if necessary, to prevent or eliminate segregation by color, race, or nationality. See Board policy 7:30, *Student Assignment and Intra-District Transfer*.
*Vacancies for teaching positions in a subject shortage area, before hiring a retired teacher to any such position Susan Pratt → We have her position posted on the job bank since she is a Retired teacher	40 ILCS 5/16-150.1, amended by P.A.~~s 102-440 and~~ 103-588. The District must, on an ongoing basis, post the vacancy for a period of at least 90 days during the six months preceding either the fall or spring term for which it seeks to employ a retired teacher in a subject shortage area. This posting requirement is in effect for employment ending no later than June 30, 2027.
*Information regarding a Severance Agreement entered into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination	50 ILCS 205/3c. Within 72 hours of Board approval, the District must post: (1) the name/title of person receiving payment under the severance agreement, (2) the amount of payment, (3) that the employee or contractor was found to have engaged in

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[7] 105 ILCS 5/10-20.47 does not specify whether a district must provide employee names as part of its salary and benefits report. The general practice of districts has been to include names in the report. Consult the board attorney for guidance.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	sexual harassment or sexual discrimination, as applicable, and (4) the date, time, and location of the meeting at which the agreement was approved. **Note:** The Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2), prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if the employee is fired by the board for *misconduct*, which includes sexual harassment and/or discrimination. Id. at 415/5. For more discussion about the reconciling these laws, see f/n 7 in sample policy 2:260, *Uniform Grievance Procedure*.
*As an employer that participates in the Ill. Municipal Retirement Fund (IMRF), a compensation report for employees who have a total compensation package that exceeds $75,000 per year; *total compensation package* means salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	5 ILCS 120/7.3. The report must be posted within six business days after the District approves a budget. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information. The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., Teachers' Retirement System (TRS) participants.
*As an employer that participates in the IMRF, a compensation report for employees who have a total compensation package that is equal to or in excess of $150,000 per year; total compensation package means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	5 ILCS 120/7.3. The report must be posted at least six days before the District approves an employee's total compensation package that is equal to or in excess of $150,000. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., TRS participants.
*As an employer that participates in IMRF, a link to information posted on the IMRF website at: www.imrf.org/en/about-imrf/transparency/employer-cost-and-participation-information	40 ILCS 5/7-135.5.
*Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	105 ILCS 5/22-85.5(e)~~, added by P.A. 102-676~~.
*A description of activities to address intergroup conflict (an optional program authorized by 105 ILCS 27-23.6)	105 ILCS 5/27-23.6(c).
The total number of personnel with a school support personnel endorsement, and for each endorsement area: 1. Those actively employed by the District on a full-time basis; 2. Those actively employed by the District on a part-time basis; and 3. Those actively employed by a special education cooperative providing services to students in the District	105 ILCS 5/10-20.80~~, added by P.A. 102-302 and renumbered by P.A. 102-813~~. Annually by Dec. 1, the District must report its school support personnel information as of Oct. 1 to ISBE and web-post it.
The total number of students enrolled in the District and of that total, the number of students with an individualized education program (IEP) or Section 504 plan	105 ILCS 5/2-3.182~~, added by P.A. 102-302 and renumbered by P.A. 102-813~~. Annually by Dec. 1, ISBE must make the enrollment information available on its website based on the District's enrollment information as of Oct. 1.
*Notice that students with disabilities who do not qualify for an IEP may qualify for services under Section 504	105 ILCS 5/14-6.01~~, amended by P.A. 102-1072~~. The notice shall: (1) identify the location and phone number of the District office or employee to whom inquiries about the identification, assessment, and placement of children with disabilities should be directed, and (2) inform parents/guardians who are deaf or do not typically communicate using spoken English that they are entitled to the services

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	of an interpreter when participating in a Section 504 meeting.
*Class size reporting that includes the information described in 105 ILCS 5/2-3.136a: 1. The total number of *teachers* actively employed in the District, listed by individual school; 2. The *pupil-teacher ratio* for the District; 3. The number of *class instructors*, by grade level and subject; 4. The *class size* for each *class* and *class section* at each school in the District and the total number of classes or class sections in each school that exceed the class size guidelines under 105 ILCS 5/18-8.15(b)(2) (evidence-based funding core teacher ratios).	105 ILCS 5/10-20.70. Annually, the District must report its class size information, which ISBE must make available on its website by Jan. 31 (see www.isbe.net/Pages/class-size-report.aspx). See 105 ILCS 5/2-3.136a for definitions of the italicized terms.
*Names of Board members who have completed professional development leadership training	105 ILCS 5/10-16a~~, amended by P.A. 102-638,~~ requires the District to post on its website the names of all Board members who have completed professional development leadership training. The web-posting may be expanded to log all Board members' training and development activities. 5 ILCS 120/1.05(b) and (c) require each Board member to complete training on the Open Meetings Act. After completing the training, each Board member must file a copy of their certificate of completion with the Board. 105 ILCS 5/24-16.5 requires each Board member to complete a training program on performance evaluations before voting on a dismissal based on a performance evaluation pursuant to the Performance Evaluation Reform Act.
Immunization data reported to ISBE by each Nov. 15	105 ILCS 5/27-8.1(6). By Dec. 1, the District must annually make the immunization *data* that it must report to ISBE each year publicly available. The data, not its format, must be identical to the data reported to ISBE. Boards have control

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	over the method(s) used to make this data publicly available. One method is to instruct the reader to ask for the data directly from ISBE.
Information on mental health issues and local treatment resources	The Ill. House of Representatives encouraged this in HR 478 (99th General Assembly, 5-31-15).
*All reliable assessments, scored by entities other than the District that are administered in each of the District's schools	105 ILCS 5/22-82(b). These must be made available to parents and/or guardians through the District's website or paper handouts.
*The District's Remote and/or Blended Remote Learning Day Plan, when the Governor has declared a public health emergency pursuant to 20 ILCS 3305/7.	105 ILCS 5/10-30(6).
*When the Board allows for student participation in registered apprenticeship programs: 1. Notification to students and parents of the opportunities for registered apprenticeships, which includes the following statements: a. Students may participate in any registered apprenticeship program listed by the District, and b. Students may find a registered, but not listed, apprenticeship program with a business or organization if a registered apprenticeship program is not offered in the District. 2. Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* (specifically, the section titled **Registered Apprenticeship Program**) 3. A form for a parent/guardian to request that when their child successfully completes a registered apprenticeship program, it be substituted for a course	23 Ill.Admin.Code §255.200(b)(4) and (c).
*If offered by the District, identification of the curriculum the District uses to provide comprehensive personal health and safety and comprehensive sexual health education (National Sex Education Standards (NSES)), the scope and sequence of these instructional	105 ILCS 5/27-9.1a~~, added by P.A. 102-522~~.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
materials, and the name and contact information, including an email address, of a school staff member who can respond to inquiries about instruction and materials	
*Board policy 6:135, *Accelerated Placement Program*	23 Ill.Admin.Code §227.60(a).
*Board policy 7:70, *Attendance and Truancy*	23 Ill.Admin.Code §207.20(b).
*Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*	105 ILCS 5/22-95, added by P.A. 103-472.
*The name(s) of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District.	105 ILCS 5/2-3.163(c), amended by P.A. 103-504. Every public school must designate at least one employee to take the Ill. Dept. of Human Services' PUNS training. Id. See Board policy 5:100, *Staff Development Program*.
*If the District has one or more school buses equipped with an automated traffic law enforcement system, notice to drivers that its buses are so equipped.	625 ILCS 5/11-208.9(m).
*Type 1 diabetes informational material.	105 ILCS 5/2-3.204 (final citation pending), added by P.A. 103-641. The informational materials to be posted are those made available on ISBE's website.
*Local postsecondary and career expectations framework	105 ILCS 5/10-20.84(a). The framework must be available at a prominent location on the District's website.

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Updated to reflect Title IX lawsuit reverts to 2020 Title IX law

School Board

Uniform Grievance Procedure [1]

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy[2], or has a complaint regarding any one of the following: [3]

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. [4]

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

[1] State or federal law requires this subject matter be covered by policy and controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion sample policy 2:265, *Title IX Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

A grievance procedure is required by many civil rights acts and implementing regulations, including those listed. For the sake of consistency and ease of administration, this policy consolidates all board grievance procedures, excluding Title IX sexual harassment complaints (see sample policy 2:265, *Title IX Grievance Procedure*) into one policy, except those contained in collective bargaining agreements. See the cross references for the policies referring to this uniform grievance procedure policy.

[2] Including the phrase "guaranteed by the State or federal Constitution, State or federal statute, or Board policy" broadens the scope of this policy beyond the items listed. Consult the board attorney regarding whether to retain this phrase and/or to otherwise limit the scope of this policy.

[3] The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.) is not included in the list of statutes that may serve as the basis of a grievance, and attorneys disagree whether it should be. Many believe that IDEA provides the exclusive remedy; others believe that including IDEA allows parents/guardians an opportunity to get their position before the board. Unique and specific complaint resolution mechanisms are expressly provided under IDEA, Article 14 of the School Code, and their respective implementing regulations. These mechanisms follow: (1) IDEA at 20 U.S.C. §1415 (procedural safeguards-mediation and due process); (2) IDEA regulations at 34 C.F.R. §§300.151-300.153 (state complaints), 300.506 (mediation), and 300.507 et seq. (due process); (3) ~~School Code at §§~~105 ILCS 5/14-~~/~~8.02a (mediation and due process) and 5/14-~~/~~8.02b (expedited due process); and (4) special education regulations at 23 Ill.Admin.Code §§226.560 (Mediation), 226.570 (State Complaint Procedures), and Subpart G (due process). A board that would like to include IDEA should consult the board attorney.

[4] The Americans with Disabilities Act Amendments Act (ADAAA) (Pub. L. 110-325), made significant changes to the Americans with Disabilities Act's definition of disability by broadening the scope of coverage. The ADAAA also overturned a series of U.S. Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that impairments were a disability. The U.S. Equal Employment Opportunity Commission's (EEOC) regulations, 29 C.F.R. Part 1630, are at: www.eeoc.gov/eeoc-disability-related-resources/laws-and-regulations-related-disability-discrimination ~~www.eeoc.gov/laws/types/disability_regulations.cfm~~.

Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact their districts.

Title II of the ADA of 1990 also includes website accessibility. The *Web Content Accessibility Guidelines* (WCAG) Version 2.1, Level AA is the formal federal legal standard for public accommodation websites, including school districts. The compliance date for districts is 4-24-26 or 4-26-27, depending upon the size of the population where the district is located. 28 C.F.R. §§35.104 and 35.200 et seq. See t~~T~~he U.S. Dept. of Justice's *Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments* (~~13~~-8-24), at: https://www.ada.gov/resources/2024-03-08-web-rule/. WCAG 2.1 is available at: www.w3.org/TR/WCAG21. 105 ILCS 5/10-20.75~~, added by P.A. 102-238,~~ also requires school districts to ensure their *Internet websites or web services* comply with Level AA of the WCAG 2.1 or any revised version of those guidelines. *Internet website or web service* means "any third party online curriculum that is made available to enrolled students or the public by a school district through the Internet." Id.

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2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*

~~2.~~3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq. [5]

~~3.~~4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*) [6]

~~4.~~5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)

~~5.~~6. Sexual harassment prohibited by the State Officials and Employees Ethics Act[7], 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of

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[5] See f/n 4's discussion of website accessibility above. See also the discussion in f/n 2 of sample policy 8:70, *Accommodating Individuals with Disabilities*.

[6] 105 ILCS 5/22-95(b)(1)(B), added by P.A. 103-472, requires a district to have an internal process for filing a complaint regarding a violation of its policy (or policies) prohibiting discrimination and harassment on the basis of race, color, national origin, and retaliation. Sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, utilizes this policy as an internal complaint process. See also sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*, which includes additional procedures to be followed when responding to complaints of discrimination and harassment on the basis of race, color, and national origin.

[7] 5 ILCS 430/70-5(a) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment that contains certain prescribed elements. See sample policy 5:20, *Workplace Harassment Prohibited*, at f/n 3 and subhead **Complaints of Sexual Harassment Made Against Board Members by Elected Officials** in sample policy 2:105, *Ethics and Gift Ban*, for further detail. Complaints of sexual harassment made against board members by fellow board members or other elected officials of governmental units must undergo an *independent review*, which is not a term defined in the statute. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20. School districts are also required to create, maintain, and implement an age-appropriate sexual harassment policy. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its f/n 9 for further information.

50 ILCS 205/3c requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was "found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." Consult the board attorney about the word *found*. It raises many practical application questions, e.g., when does the word *found* trigger a board's compliance responsibility pursuant to this law. Such questions include, but are not limited to:

1. Must a school board make a *finding* to trigger this requirement? If the severance agreement is entered into post-termination, a record of board *findings* rarely exists.
2. Are charges for termination *findings*? Often superintendents submit charges for termination, but these are not technically *findings*.
3. Are charges based on a complaint manager's report and determination(s) *findings* under the law when a board still has the ability to review and reject the complaint manager's determination(s)?

Next, contrast the above publication law with the Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2). GSPA prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if he or she is fired for *misconduct* by the board. GSPA defines *misconduct* to include sexual harassment and/or discrimination. Id. at 415/5.

Consult the board attorney about how to reconcile whether sexual harassment and/or sexual discrimination is misconduct for which a severance would be prohibited under the GSPA, and therefore, not available to be published under 50 ILCS 205/3c. And for further discussion and other applicable transparency laws that apply to this issue, see also f/n 16 in sample policy 5:20, *Workplace Harassment Prohibited*.

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1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*) [8]

~~6.~~7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60 [9]

~~7.~~8. Bullying, 105 ILCS 5/27-23.7 [10]

~~8.~~9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children [11]

~~9.~~10. Curriculum, instructional materials, and/or programs

~~10.~~11. Victims' Economic Security and Safety Act, 820 ILCS 180/

~~11.~~12. Illinois Equal Pay Act of 2003, 820 ILCS 112/

~~12.~~13. Provision of services to homeless students

~~13.~~14. Illinois Whistleblower Act, 740 ILCS 174/ [12]

~~14.~~15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq. [13]

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[8] Consult the board attorney regarding proper filing and storage of these investigation documents, including whether certain student-related investigation documents are *sole possession records*, a Family Policy Compliance Office (FPCO)-created an exemption to the Family Education Rights Privacy Act (FERPA) (20 U.S.C. §1232g). See *Letter to Ruscio*, 115 LRP 18601 (FPCO 12-17-14).

[9] 105 ILCS 5/10-20.60 requires schools to implement the Ill. sex equity grievance procedures when processing student complaints about breastfeeding accommodations. Complainants must be informed that the board's decision may be appealed to the Regional Superintendent (or appropriate Intermediate Service Center Executive Director) and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. **Note:** Certain claims brought under 105 ILCS 5/10-20.60 may also be covered by the anti-discrimination protections of Title IX; consult the board attorney for further advice. Guidance from U.S. Dept. of Education on Title IX requirements for pregnant and parenting students (June 2013) is available at: www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html.

[10] All districts must have a policy on bullying. 105 ILCS 5/27-23.7. See sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The inclusion of *bullying* in the list of topics that may serve as the basis of a grievance furthers the obligation to communicate this policy to students and their parents/guardians.

[11] Parents/guardians of educationally disadvantaged children may sue a district for misuse of funds allocated by State law for the benefit of such children. Novola v. Bd. of Educ., 179 Ill.2d 121 (Ill. 1997) (affirming the appellate court's conclusion in Novola v. Bd. of Educ., 284 Ill.App.3d 128 (1st Dist. 1996) that parents/guardians may pursue a claim to enforce the requirements of the School Code but holding that the proper action for enforcement is by means of mandamus not an implied right of action).

[12] The Whistleblower Act (740 ILCS 174/), amended by P.A. 103-867, includes school districts in the definition of employer. It protects employees from employer retaliation for disclosing information to a government or law enforcement agency. ~~Section 15 also~~740 ILCS 174/15, amended by P.A. 103-867, contains language prohibiting employers from retaliating against employees who disclose information in a court, an administrative hearing, ~~or before a legislative commission or committee,~~ or in any other proceeding initiated by a public body where the employee has ~~reasonable cause to believe~~a good faith belief that ~~the information~~an activity, policy, or practice of the employer: (1) violates ~~reveals a violation of~~ a State or federal law, rule, or regulation; or (2) poses a substantial and specific danger to employees, public health, or safety. The Ill. False Claims Act (740 ILCS 175/) includes school districts in its definition of *State*. A strict interpretation of this language appears to allow school boards to collect civil penalties and costs against someone making a false claim. Before disciplining any employee, boards should thoroughly investigate the ramifications of these acts in consultation with their attorney and liability insurance carriers.

[13] The Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.) is a federal law. Title I addresses the use of genetic information pertaining to health insurance. Title II protects job applicants, current and former employees, labor union members, and apprentices and trainees from discrimination based on their genetic information. GINA covers employers with 15 or more employees.

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~~15.~~16. Employee Credit Privacy Act, 820 ILCS 70/ [14]

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

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable[15] resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

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GINA broadly defines genetic information to include information about an individual's genetic tests, their family members, and, among other things, the manifestation of a disease or disorder in the individual or the individual's family members. Information about an individual's or family member's age or gender is excluded from genetic information. Its remedies mirror those available under a Title VII of the Civil Rights Act claim: back pay, reinstatement, attorneys' fees and compensatory and punitive damages. Retaliation against an individual who brings a claim under GINA is also prohibited. Federal regulations are available at 29 C.F.R. Part 1635, and background information on these regulations is available at: www.eeoc.gov/genetic-information-discrimination~~www.eeoc.gov/regulations-related-genetic-discrimination~~. An FAQ entitled *FAQs on the Genetic Information Nondiscrimination Act* is available at: www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina.

The Ill. Genetic Information Protection Act (GIPA) (410 ILCS 513/) also prohibits employers from making employment decisions on the basis of any employee's genetic testing information and from penalizing employees who do not want to disclose their genetic information as part of a workplace wellness program. GIPA includes the federal GINA's definition of genetic information and creates more stringent obligations on Ill. employers. While the federal GINA exempts small employers (those with less than 15 employees), Illinois' GIPA covers all employers, even those with one employee. GIPA also provides penalties for negligent and intentional mishandling of genetic information. Note that Title II of GINA does not preempt GIPA's greater protections to Illinois employees.

Before using any sort of genetic information, consult the board attorney for guidance regarding GINA's and GIPA's specific applications to the district and how these laws integrate with other related federal laws, such as the Family and Medical Leave Act (29 U.S.C. §2612 et seq.) and the ADA, and State laws governing time off for sickness and workers' compensation.

[14] 820 ILCS 70/. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, when the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. 820 ILCS 70/10(b). A person who is injured by a violation of this Act may bring a civil action to obtain injunctive relief and/or damages. 820 ILCS 70/25. The court must award costs and reasonable attorneys' fees to a prevailing plaintiff. Id.

[15] The phrase "prompt and equitable resolution" comes from Title IX implementing regulation 34 C.F.R. §106.8(cb)~~(2)~~ which requires schools to "adopt~~,~~ and publish~~, and implement~~ grievance procedures ~~,~~ that provide for the prompt and equitable resolution of ~~complaints made by~~ students~~.~~ and employees~~, or other individuals who are participating or attempting to participate in the recipient's education program or activity~~ complaints" of~~alleging~~ sex discrimination.

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Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender.[16] The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint under Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

For any complaint alleging sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee[17] shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, in addition to any response required by this policy.

For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[18] should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf.[19] The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

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[16] This is a best practice.

[17] "Title IX Coordinator or designee" is used where Title IX is implicated. In contrast, if Title IX is not implicated, "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see the last paragraph under the **Filing a Complaint** subhead).

[18] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

[19] This policy gives complaint managers the flexibility to appoint another individual to conduct an investigation, which may be appropriate in cases where the neutrality or efficacy of the complaint manager is an issue, and/or where the district wishes to have the expertise and related attorney-client and work product privileges that an in-house or outside attorney may afford an investigation. Such alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals).

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The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time from the Superintendent.

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall provide his or her written decision to the Complainant and the accused[20] as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard. [21]

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

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

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall provide its written decision to the Complainant and the accused,[22] as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party. [23]

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

[20] Using a consistent delivery method that allows the district to verify the date of receipt is a best practice, e.g., registered mail, return receipt requested, and/or personal delivery.

[21] *Preponderance of evidence* is a standard of proof used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary, 11th ed. 2019.*

[22] See f/n 20, above.

[23] The Ill. sex equity regulations require districts to have "specific timelines for completion of each step and rendering of a written decision, and shall provide for final appeal of grievance decisions made at the system level to the system's governing board." 23 Ill.Admin.Code §200.40(c)(1). To avoid arguments over these timelines, this sample policy provides that the failure to strictly follow the timelines does not prejudice any party. The grievance procedure is worthless if complaints are not thoroughly and promptly investigated.

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Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers [24]

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others.

The ~~Nondiscrimination Coordinator also serves as the District's~~Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [25]

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

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator, Title IX Coordinator, and the Complaint Managers. [26]

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

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

A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.

[25] Title IX regulations require districts to designate and authorize an employee to coordinate efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations.

A district must prominently display its Title IX nondiscrimination policies (this policy 2:260, *Uniform Grievance Procedure*, and policy 2:265, *Title IX Grievance Procedure*) and contact information for its Title IX Coordinator on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator." insert a hard return to create a new paragraph, and insert "The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

~~Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~

[26] The board may include the following option to address publication of such contact information:

"The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers on an annual basis."

Publicizing the contact information for the Nondiscrimination Coordinator and Complaint Managers through personnel handbooks, student handbooks, and/or on the district's website is a best practice. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.

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Nondiscrimination Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Complaint Managers:

Ryan Hopper
Name

Address

Email

Telephone

Janet Gladu
Name

Address

Email

Telephone

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LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
20 U.S.C. §1232g, Family Education Rights Privacy Act.
20 U.S.C. §1400, The Individuals with Disabilities Education Act.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments; 34 C.F.R. Part 106.
29 U.S.C. §206(d), Equal Pay Act.
29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973.
29 U.S.C. §2612, Family and Medical Leave Act.
42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
42 U.S.C. §12101 et seq., Americans With Disabilities Act; 28 C.F.R. Part 35.
105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69, 5/10-20.75, 5/10-22.5, 5/22-19, 5/22-95 (final citation pending), 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.
5 ILCS 415/10(a)(2), Government Severance Pay Act.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
410 ILCS 513/, Ill. Genetic Information Privacy Act.
740 ILCS 174/, Whistleblower Act.
740 ILCS 175/, Ill. False Claims Act.
775 ILCS 5/, Ill. Human Rights Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 112/, Equal Pay Act of 2003.
820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part 280.
23 Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

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Updated to reflect Title IX lawsuit.
Restores 2020 Title IX

REWRITTEN

School Board

Title IX Grievance Procedure [1]

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

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment when that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:[2]

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;[3] or

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

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

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

[2] 34 C.F.R. §106.30. The definition of *sexual harassment* in the policy and in Title IX includes *unwelcome* conduct. Id. However, case law does not always distinguish between *welcome* and *unwelcome* conduct. See Mary M. v. North Lawrence Community Sch. Corp., 131 F.3d 1220 (7th Cir. 1997) (8th grade student did not need to show that a school employee's sexual advances were *unwelcome* in order to prove sexual harassment).

[3] 34 C.F.R. §106.30. This behavior is commonly called *quid pro quo* sexual harassment. See 85 Fed. Reg. 30036, fn 94. By using the term *individual*, Title IX regulations do not limit *quid pro quo* sexual harassment to situations where the provision of an aid, benefit or service by an employee is conditioned on a current *student's* participation in unwelcome sexual conduct. By way of example, *quid pro quo* Title IX sexual harassment involving an employee and an individual other than a current student may be implicated when: an employee tells a former student she can only get a letter of recommendation if she participates in unwelcome sexual conduct; an employee selects a volunteer for a coveted field trip chaperone position if he participates in unwelcome sexual conduct; or a supervisory employee subjects a subordinate employee to unwelcome sexual conduct in exchange for a promotion.

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2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; or
3. *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36). [4]

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

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. [5]

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.[6]

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator[7] alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation. [8]

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. [9]

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed. [10]

Title IX Sexual Harassment Prevention and Response

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

1. Ensures that the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and

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[4] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for these definitions and other definitions of italicized terms in this policy. Title IX regulations at 34 C.F.R. §106.30 contain pinpoint citations to the Violence Against Women Act (VAWA) (34 U.S.C. §12291 et seq.) for the definitions of *dating violence*, *domestic violence*, and *stalking*. VAWA was reauthorized in 2022 and the citations changed; however, 34 C.F.R. §106.30 has not been updated. This policy uses the updated VAWA citations.

[5] 34 C.F.R. §106.30.

[6] 34 C.F.R. §106.44(a).

[7] See f/n 17 in sample policy 2:260, *Uniform Grievance Procedure*.

[8] 34 C.F.R. §106.30.

[9] Id.

[10] Id. See sample administrative procedure 2:265-AP1, *Title IX Response*, for further discussion of supportive measures.

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prevention programs in grades pre-K through 12,[11] and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12.[12] This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.

2. Incorporates education and training for school staff as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. [13]
3. Notifies applicants for employment,[14] students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons. [15]

Making a Report

A person who wishes to make a report under this Title IX grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking. [16]

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

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[11] Required by 105 ILCS 110/3 and 105 ILCS 5/10-23.13 (*Erin's Law*).

[12] Required by Id. at 110/3.

[13] 105 ILCS 110/3. Detailed training requirements exist for Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. 34 C.F.R. §106.45(b)(1)(iii). Title IX rules "[leave districts] discretion to determine the kind of training to other employees that will best enable the [district], and its Title IX Coordinator, to meet Title IX obligations." 85 Fed. Reg. 30114. Many attorneys agree the best practice is to train all district staff about the definition of sexual harassment, the scope of the district's education program or activity, all relevant district policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX coordinator. See sample administrative procedure 2:265-AP1, *Title IX Response*.

[14] If your district is covered by Subpart C of Title IX, which "applies only to institutions of vocational education, professional education, graduate higher education, and public institutions of undergraduate higher education," amend this to state "applicants for admission or employment." 34 C.F.R. §106.15(d).

[15] 34 C.F.R. §106.8. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

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

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The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [17]

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint. [18]

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it.[19] For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;[20] 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

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[17] Title IX regulations require districts to designate and authorize an employee to coordinate its efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. See sample policy 2:260, *Uniform Grievance Procedure*.

The Title IX Coordinator with ultimate oversight should be listed in this policy. While the name and contact information is required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the name and contact information when necessary. It is important for updated name and contact information to be inserted into this policy and regularly monitored.

[18] Required by 34 C.F.R. §106.44(a) and (b) regardless of whether a formal Title IX sexual harassment complaint is filed.

[19] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of Title IX sexual harassment and non-Title IX sexual harassment. Consult the board attorney for further guidance.

[20] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*.

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

Formal Title IX Sexual Harassment Complaint Grievance Process

When a Formal Title IX Sexual Harassment Complaint is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation. [21]

The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45.[22] The District's grievance process shall, at a minimum: [23]

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant, Respondent,* or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
    a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
    b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially. [24]
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

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

[22] 34 C.F.R. §106.45(b). See sample administrative procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[23] 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process.

[24] Aside from the general training requirements of 34 C.F.R. §106.45(b)(1)(iii), the DOE gives districts flexibility to determine certain training practices or techniques to best meet training requirements based upon their unique local conditions and resources within their educational community. 85 Fed. Reg. 30120. See also 85 Fed. Reg. 30084 (declining to specify that training of Title IX personnel must include implicit bias training, so long as training provides instruction on how to serve impartially and avoid prejudgment of the facts at issue, conflicts of interest, and bias, and that training materials avoid sex stereotypes).

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5. Require that any individual designated by the District as a decision-maker receive training[25] on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard. [26]
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. [27]

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with

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[25] While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney if the board wants the district to use a live hearing in its grievance process.**

If using a live hearing during the grievance process, amend #5 by inserting the following underscored text: "Require that any individual designated by the District as a decision-maker receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant."

[26] 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of proof it will use to determine responsibility of the respondent. The standard of proof selected must be applied "consistently to formal complaints alleging Title IX sexual harassment regardless of whether the respondent is a student or an employee." 85 Fed. Reg. 30373. This sample policy uses the *preponderance of evidence* standard of proof, not the *clear and convincing evidence* standard of proof. *Preponderance of evidence* is a standard of proof used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary, 11th ed. 2019*. *Preponderance of evidence* is the standard of proof used in sample policy 2:260, *Uniform Grievance Procedure*. *Clear and convincing* is a higher standard of proof, requiring more than *preponderance of evidence* but less than proof beyond a reasonable doubt. It means "evidence indicating that the thing to be proved is highly probable or reasonably certain." See *Black's Law Dictionary, 11th ed. 2019*. **Consult the board attorney regarding the appropriate standard of proof for the district, as well as implications if a different standard of proof is used in this policy than in 2:260, *Uniform Grievance Procedure*.** For boards that choose the *clear and convincing evidence* standard of proof, delete "~~*preponderance of*~~" and insert "*clear and convincing*." Ensure the same standard of proof is used in 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[27] Examples of legally recognized privileges include attorney-client privilege, doctor-patient privilege, and spousal privilege. See 85 Fed. Reg. 30277.

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student behavior policies.[28] Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law. [29]

Retaliation Prohibited [30]

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*. [31]

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

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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

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

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

[30] 34 C.F.R. §106.71.

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

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Rewritten to align with Title IX lawsuit

REWRITTEN

School Board

Administrative Procedure – Title IX Response [1]

The District responds to all reports of alleged sexual harassment in violation of Title IX regardless of whether the Complainant or Title IX Coordinator[2] pursues a Formal Title IX Sexual Harassment Complaint. Use this procedure to implement the District's required response to reports of sexual harassment that may violate Title IX.

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

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

Glossary of Terms

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

Training

Actor	Action
Superintendent or Designee	Ensures: 1. All District employees[3] receive training on the definition of sexual harassment, the scope of the District's education program or activity, all relevant District policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator. 2. An individual designated by the District as a Title IX Coordinator, investigator, decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or informal resolution process facilitator receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially. 3. Title IX investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

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

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

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

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Actor	Action
	4. Title IX decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant to the allegations. 5. Public availability of all training materials for the Title IX Coordinator, investigators, decision-makers, and any informal resolution facilitators[4] by posting them on the District's website, if any, or otherwise making them available upon request for inspection by members of the public. 34 C.F.R. §106.45(b)(10)(i)(D). See exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

Reporting

Actor	Action
All District employees	Upon receiving knowledge of a sexual harassment allegation: 1. Immediately report a suspicion of child abuse or neglect to the Ill. Dept. of Children and Family Services on its Child Abuse Hotline 1-800-25-Abuse (1-800-252-2873 (within Illinois); 1-217-524-2606 (outside Illinois); or 1-800-358-5117 (TTY)). 2. Promptly forward all reports of sexual harassment to the Title IX Coordinator. **Note:** Employees may receive knowledge of a sexual harassment allegation via an anonymous report. 85 Fed. Reg. 30132.

Initial Meeting with the Complainant; Complaint Analysis

Actor	Action
Title IX Coordinator	Upon receiving knowledge of a sexual harassment allegation, promptly contacts the Complainant to (34 C.F.R. §106.44(a)): 1. Discuss the availability of supportive measures; 2. Consider the Complainant's wishes with respect to supportive measures; **Note:** If a Complainant desires supportive measures, the District should keep the Complainant's identity confidential (including from the Respondent) unless disclosing the Complainant's identity is necessary to provide a particular supportive measure, e.g., no contact order. 85 Fed. Reg. 30133. Inform the Complainant that supportive measures are available regardless of whether the Complainant files a Formal Title IX Sexual Harassment Complaint; and

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

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	Explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint, including administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. Maintains the confidentiality of the sexual harassment allegation, to the greatest extent practicable. Analyzes the sexual harassment allegation under the following Board policies: • 2:260, *Uniform Grievance Procedure* • 5:20, *Workplace Harassment Prohibited* • 5:90, *Abused and Neglected Child Reporting* • 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* • 7:20, *Harassment of Students Prohibited* • 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* • 7:185, *Teen Dating Violence Prohibited* • 7:190, *Student Behavior* Answers the following questions: 1. Does another appropriate method exist for processing and reviewing the sexual harassment allegation? 2. If yes, does that other method govern the District's response in addition to or at the exclusion of Board policy 2:265, *Title IX Grievance Procedure*? See exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of sexual harassment governed by laws other than Title IX. Consult the Board Attorney for guidance.

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Consideration of a Formal Title IX Sexual Harassment Complaint

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

When the Title IX Coordinator signs[5] a Formal Title IX Sexual Harassment Complaint, the Title IX Coordinator is not a Complainant or otherwise a party under administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. 34 C.F.R. §106.30.

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

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

Consideration of Removal of the Respondent

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

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

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

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	allegations. See administrative procedure 4:190-AP2, *Threat Assessment Team (TAT)*. If the Respondent-student is removed on an emergency basis: 1. Provides the Respondent-student with written[8] notice and an opportunity to challenge the decision immediately[9] following the removal; and 2. Follows requirements set forth in 105 ILCS 5/10-22.6. **Administrative Leave for Respondent-Employee:** If the Respondent is identified and is a non-student employee, in conjunction with the Assistant Superintendent for Human Resources, considers whether the Respondent-employee should be placed on administrative leave in accordance with 34 C.F.R. §106.44(d), relevant District policies and procedures, and any applicable collective bargaining agreements. See Board policies 5:240, *Suspension*, and 5:290, *Employment Termination and Suspensions*. **Note:** While Title IX regulations do not impose a time limit on the duration of an emergency removal (85 Fed. Reg. 30230), time limits may apply based upon District policies and procedures, any applicable collective bargaining agreements, and other laws and regulations, e.g., the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, 105 ILCS 5/10-22.6.

Recordkeeping

Actor	**Action**
Title IX Coordinator	Creates and maintains, for a period of at least seven years, records of any actions and supportive measures taken and provided in response to the report of sexual harassment, regardless of whether a Formal Title IX Sexual Harassment Complaint was filed. 34 C.F.R. §106.45(b)(10)(ii). Ensures that records document: 1. Why the District's response to the sexual harassment allegation was not deliberately indifferent, e.g., was deliberately concerned and appropriate; 2. The supportive measures the District took to restore or preserve equal access to its education program or activity; and 3. If the District did not provide Complainant with supportive measures, why not providing them was clearly reasonable in light of the circumstances. Id.

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

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

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	See Board policy 5:150, *Personnel Records*, and administrative procedure 5:150-AP, *Personnel Records*, addressing the identification and storage of, and access to personnel records. See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.

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Rewritten to align with Title IX Lawsuit

REWRITTEN

School Board

Administrative Procedure – Formal Title IX Complaint Grievance Process [1]

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

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

Table of Contents

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

Sections

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

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

1. Presumption of Non-Responsibility. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process. 34 C.F.R. §106.45(b)(1)(iv).

2. Grievance Process Required Before Imposing Sanctions. The District complies with this Grievance Process before imposing any disciplinary sanctions or other actions against a Respondent. 34 C.F.R. §106.45(b)(1)(i).

3. Supportive Measures.[2] The District may provide counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work[3] locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar

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[1] This sample Title IX grievance process must be customized to ensure alignment with the district's policies, procedures, and practices.

[2] Customize this list to reflect locally available supportive measures.

[3] For districts with residential facilities, insert "or housing" here.

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

4. Evidence Considered. All relevant evidence – including both inculpatory and exculpatory evidence – is objectively evaluated. Credibility determinations are not based on a person's status as a Complainant, Respondent, or witness. The District does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, e.g., attorney-client privilege, doctor-patient privilege, or spousal privilege, unless the person holding such privilege has waived the privilege. 34 C.F.R. §106.45(b)(1)(ii) and (x).

5. Standard of Proof. All determinations are based upon the *preponderance of evidence* standard. 34 C.F.R. §106.45(b)(1)(vii). [4]

6. Right to Appeal. Each party may appeal any determination as described in **Section H. Appeals**, below. 34 C.F.R. §106.45(b)(1)(viii); 34 C.F.R. §106.45(b)(8)(i).

7. Timeline. The Grievance Process is concluded within 90 school business days[5] after receipt of a Formal Title IX Sexual Harassment Complaint. As used in this Grievance Process, *school business days* means days on which the District's main office is open. For good cause, this Grievance Process may be temporarily delayed or extended for a limited time only if the Complainant and the Respondent are provided written notice of the delay/extension and the reasons for it. Good cause may include: the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. 34 C.F.R. §106.45(b)(1)(v).

8. Disciplinary Sanctions and Remedies. Following a determination of responsibility, the District may implement recommended disciplinary sanctions, up to and including: discharge, for a Respondent-employee; expulsion, for a Respondent-student; and termination of any existing contracts and/or prohibition from District property and activities, for a third-party Respondent. 34 C.F.R. §106.45(b)(1)(vi).

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

9. Training Requirements. The District ensures certain training requirements are met. At a minimum, any individual designated by the District as a Title IX Coordinator, investigator,

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The footnotes should be removed before the material is used.

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

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

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decision-maker (including the Initial Decision-Maker and Appellate Decision-Maker), or any person designated by the District to facilitate an informal resolution process will:

a. Not have a conflict of interest or bias for or against complainants or respondents generally, or an individual Complainant or Respondent; and

b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and Grievance Process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially (including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias).

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

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

B. Notice of Allegations

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

1. Provides written notice to all known parties of the following information: [6]

   a. This procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*, including any available informal resolution process.

   b. The allegations of sexual harassment potentially constituting Title IX sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Title IX sexual harassment, and the date and location of the alleged incident, if known.

   c. That the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Grievance Process.

   d. That all parties may have an advisor of their choice, who may be, but is not required to be, an attorney.

   e. That all parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Title IX Sexual Harassment Complaint (including evidence the District does not intend to rely on in determining responsibility, and inculpatory or exculpatory evidence) so that each party can meaningfully respond to the evidence before the investigation concludes.

   f. That the District's behavior policies prohibit knowingly making false statements or knowingly submitting false information during the Grievance Process.

2. Provides a second written notice to all known parties if, during the investigation, the District decides to investigate allegations not included in the first written notice.

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[6] 34 C.F.R. §106.45(b)(2).

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

When the Complainant's Identity Is Unknown

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

When the Respondent's Identity is Unknown

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

C. Consolidation of Formal Title IX Sexual Harassment Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Title IX Coordinator may consolidate Formal Title IX Sexual Harassment Complaints alleging sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party. 34 C.F.R. §106.45(b)(4).

D. Dismissal of Formal Title IX Sexual Harassment Complaint

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

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

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

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

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

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

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

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

F. Investigation of Formal Title IX Sexual Harassment Complaint

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

Actor	Action
Investigator or Title IX Coordinator	During an investigation and throughout the Grievance Process (34 C.F.R. §106.45(b)(5)): 1. Ensures that the burden of proof and burden of gathering evidence rest on the District and not the parties involved. 34 C.F.R. §106.45(b)(5)(i). 2. Provides an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. 34 C.F.R. §106.45(b)(5)(ii). 3. Refrains from restricting the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. 34 C.F.R. §106.45(b)(5)(iii). 4. Provides the parties the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of

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

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Actor	Action
	their choice (who may be, but is not required to be, an attorney). 34 C.F.R. §106.45(b)(5)(iv). [9] 5. Provides, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate. 34 C.F.R. §106.45(b)(5)(v). 6. Provides the parties an equal opportunity to inspect and review any evidence obtained during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint's allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence). 34 C.F.R. §106.45(b)(5)(vi). 7. Prior to the completion of the investigative report, sends to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy and provides each party with 10 school business days to submit a written response. Id. 8. Upon receipt of a party's written response to the evidence, reviews the response and sends a copy to the other party in an electronic format or a hard copy. Prepares an investigative report summarizing all relevant evidence. 34 C.F.R. §106.45(b)(5)(vii). Sends to each party and each party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response. Id. **Note:** This step must occur at least 10 school business days before the Initial Decision-Maker's determination regarding responsibility. Id. At the conclusion of the investigation, sends to the Initial Decision-Maker in an electronic format or hard copy: 1. The Formal Title IX Sexual Harassment Complaint; 2. All evidence gathered during the investigation that is directly related to the Formal Title IX Sexual Harassment Complaint's allegations (including evidence the District does not intend to rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence); and 3. The investigative report.

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

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G. Determination Regarding Responsibility; Remedies

Initial Decision-Maker	The Superintendent or designee acts as the Initial Decision-Maker for all Formal Title IX Sexual Harassment Complaints, unless it involves allegations against the Superintendent or designee or against a Board Member. In such cases, an outside consultant, e.g., an attorney or retired school administrator, acts as the Initial Decision-Maker. **Reviews Investigative Report and Corresponding Materials; Opportunity for Parties to Submit Questions** Reviews all materials received from the Investigator. Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, written, relevant questions that a party wants asked of any party or witness. 34 C.F.R. §106.45(b)(6)(ii). In the written notice, informs the parties that: 1. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless they: are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Id. 2. Any questions must be submitted to the Initial Decision-Maker within five (5) school business days. [10] Reviews any questions received from each party for submission to any party or witness. Determines which questions to forward to any party or witness for answers. If any proposed questions are excluded as not relevant, provides the proposing party with a written explanation of the decision to exclude a question as not relevant. Id. Forwards relevant questions to any party or witness with instructions to submit answers to the Initial Decision-Maker within five (5) school business days. [11] Upon receipt of answers to questions, provides each party with copies of them. Id. Provides the parties with written notice of the opportunity to submit, through the Initial Decision-Maker, additional, limited follow-up written, questions that a party wants asked of any party or witness. Id. Informs the parties that any questions must be submitted to the Initial Decision-Maker within five (5) school business days. [12]

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[10] See f/n 5, above.

[11] Id.

[12] Id.

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	Upon receipt of answers to the additional questions, provides each party with copies of them. Id. **Determination and Written Notice of Determination** Basing all decisions on the *preponderance of evidence*[13] standard, simultaneously issues to the parties a written determination regarding responsibility that (34 C.F.R. §106.45(b)(7)(ii)): 1. Identifies the allegations potentially constituting Title IX sexual harassment; 2. Describes the procedural steps taken from the receipt of the Formal Title IX Sexual Harassment Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence; 3. Contains findings of fact supporting the determination; 4. Contains conclusions regarding the application of the District's policies and procedures to the facts; 5. Contains a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any recommended[14] disciplinary sanctions for the District to impose on the Respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the Complainant; and 6. Outlines the District's procedures and permissible bases for the Complainant and Respondent to appeal.
Title IX Coordinator	Implements any remedies for the Complainant as ordered by the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(iv).

H. Appeals

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

Actor	Action
Complainant or Respondent	Within 10 school business days[15] after receiving either the Initial Decision-Maker's written determination regarding responsibility or the notice of dismissal of Formal Title IX Sexual Harassment

The footnotes should be removed before the material is used.

[13] See f/n 4, above.

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

[15] See f/n 5, above.

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Actor	Action
	Complaint, makes a written request to the Title IX Coordinator appealing the determination/dismissal based on: 1. Procedural irregularity that affected the outcome. 2. New evidence now available that could affect the outcome but that was not reasonably available at the time the determination. 3. The Title IX Coordinator, Investigator, or Initial Decision-Maker having a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome. 34 C.F.R. §106.45(b)(8)(i). **Note:** The District may offer appeals on additional bases, so long as they are offered equally to both parties. 34 C.F.R. §106.45(b)(8)(ii). Consult the board attorney before offering additional appeal bases, as they may overlap with or impact related proceedings that occur separately from this Grievance Process, e.g., a student expulsion hearing or teacher dismissal hearing to impose recommended disciplinary sanctions as a result of this Grievance Process.
Title IX Coordinator	Upon receiving an appeal from one party: 1. Notifies the other party in writing that an appeal has been filed. 2. Provides both parties five (5) school business days to submit a written statement in support of, or challenging, the outcome. 3. Promptly forwards all materials relative to the appeal to the Appellate Decision-Maker. **Note:** The District must ensure that the Appellate Decision-Maker is not the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Board may, but is not required to, hear and decide the appeal; it is a suggestion that aligns with the appeal provisions in policy 2:260, *Uniform Grievance Procedure*, and with Ill. State Board of Education sex equity regulations requiring districts to "provide for final appeal of grievance decisions made at the system level to the system's governing board." 23 Ill.Admin.Code §200.40(c)(1). **If the Board acts as the Appellate Decision-Maker, the Board must receive the training in Section A.9, above.** **Note:** Some school attorneys recommend that the appeal not go to the Board, so that the Board's objectivity is not called into question if it needs to conduct a hearing related to recommended disciplinary sanctions resulting from the Grievance Process. **Districts should discuss their options with their board attorneys.**

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Actor	Action
Appellate Decision-Maker	Within 30 school business days, affirms, reverses, or amends the written determination regarding responsibility or the notice of dismissal. Within five (5) school business days after its decision, simultaneously issues a written decision to both parties that describes the result of the appeal and the rationale for the result. 34 C.F.R. §106.45(b)(8)(iii)(E), (F). [16]

I. Recordkeeping

Actor	Action
Title IX Coordinator	Creates and maintains, for a period of at least seven (7) years, records of (34 C.F.R. §106.45(b)(10)(i)): 1. The sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore/preserve equal access to the District's education program or activity; 2. Any appeal and its result; 3. Any informal resolution and its result; and 4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution. See Board policy 5:150, *Personnel Records*, and administrative procedure 5:150-AP, *Personnel Records*, addressing the identification, storage, and access to personnel records. See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records,* addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.

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

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School Board

Administrative Procedure – Title IX Coordinator

This procedure centralizes all Title IX Coordinator responsibilities that appear throughout the 2:265 suite of ***PRM*** *materials into one document. Use this procedure in conjunction with exhibit 2:265-E, Title IX Glossary of Terms, and c Title IX Response, and 2:265-AP2, Formal Title IX Grievance r*

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The Title IX Coordinator directs t of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106), and assists the Superintendent in implementing Board policy 2:265, *Title IX Grievance Procedure*. If the District has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight to ensure the District's consistent compliance with its responsibilities under Title IX and its implementing regulations. 34 C.F.R. §106.8(a)(1). The Title IX Coordinator with ultimate oversight should be listed in Board policy 2:265, *Title IX Grievance Procedure*. The District may delegate, or permit the Title IX Coordinator to delegate, specific duties to one or more designees. 34 C.F.R. §106.8(a)(2).

Title IX Coordinator's General Responsibilities

1. Coordinates the District's efforts to comply with its responsibilities under Title IX and 34 C.F.R. Part 106 to provide educational programs and activities free from sex discrimination. 34 C.F.R. §106.8(a)(1). Includes, as needed, coordinating compliance with Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 7:10, *Equal Educational Opportunities*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*.
2. Assists the Superintendent in developing and managing a program that notifies all students, parents/guardians, or other authorized legal representatives of students, employees, applicants for employment, and all unions and professional organizations holding collective bargaining or professional agreements with the District about the District's commitment to equal employment and educational opportunities and a discrimination-free environment, including by posting a Notice of Nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to persons entitled to notice, or which are otherwise used in connection with the recruitment of employees. 34 C.F.R. §106.8(c). See the **Notice of Nondiscrimination** subhead of administrative procedure 2:265-AP1, *Title IX Response*.
3. Assists the Superintendent in developing and managing a staff training program (see the **Title IX Coordinator's Responsibilities for Training Staff** subhead, below). 34 C.F.R. §106.8(d).
4. When a Complainant or Respondent is a student with a disability, consults with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team (34 C.F.R. §300.321), if any, or one or more members of the group of persons responsible for the student's placement decision under 34 C.F.R. §104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et seq.) and Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §794) throughout the implementation of the District's Title IX Complaint Grievance Process (Grievance Process) under

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administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. 34 C.F.R. §106.8(e).

5. Maintains, for a period of at least seven (7) years (34 C.F.R. §106.8(f)):
   a. For each Complaint of Title IX Sex Discrimination, records documenting the informal resolution process or the Grievance Process, and the resulting outcome. Records should include: complaints (formal and informal), supportive measures, the informal resolution process, investigations, final determinations, appeals, remedies, and any other relevant information related to allegations of Title IX Sex Discrimination.
   b. For each notification the Title IX Coordinator receives about conduct that reasonably may constitute Title IX Sex Discrimination, records documenting the actions the District took to meet its obligations under 34 C.F.R. §106.44.
   c. All materials used to provide the training outlined in Nos. 1-4 under the **Training** subhead in administrative procedure 2:265-AP1, *Title IX Response*.

   Records shall only be destroyed in accordance with Board policies and administrative procedures governing the destruction of records. 34 C.F.R. §106.8(f). See the **Recordkeeping** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
6. Provides ongoing consultation, technical assistance, and information services regarding Title IX compliance requirements and programs.
7. Makes recommendations for action by appropriate decision makers.
8. Establishes a positive climate for nondiscrimination compliance efforts, including by encouraging individuals to come forward with suggestions and complaints.

Title IX Coordinator's Responsibilities for Training Staff

The Title IX Coordinator assists the Superintendent to ensure that upon hiring or a change of position that alters a below-identified person's duties under Title IX, and annually thereafter (34 C.F.R. §106.8(d)):

1. Tier 1: all District employees receive training on:
   a. The District's obligation to address Title IX Sex Discrimination in its education program or activity;
   b. The scope of conduct that constitutes Title IX Sex Discrimination, including the definition of sex-based harassment; and
   c. All applicable notification and information requirements under 34 C.F.R. §§106.40(b)(2) and 106.44.
2. Tier 2: in addition to Tier 1 training above, all designated Investigators, Decisionmakers, Appeal Decisionmakers, and other persons responsible for implementing the Grievance Process, or who have the authority to modify or terminate supportive measures under 34 C.F.R. § 106.44(g)(4) receive training on, to the extent related to their responsibilities:
   a. The District's obligations under 34 C.F.R. §106.44 (see administrative procedure 2:265-AP1, *Title IX Response*);
   b. The District's Grievance Process under 34 C.F.R. §106.45 (see administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*);
   c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
   d. The meaning and application of the term *relevant* in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 C.F.R. §106.45 (see exhibit 2:265-E, *Title IX Glossary of Terms*).
3. Tier 3: in addition to Tier 1 training, above, all facilitators of an informal resolution process under 34 C.F.R. § 106.44(k) receive training on:

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a. The rules and practices associated with the District's informal resolution process; and
b. How to serve impartially, including by avoiding conflicts of interest and bias.

4. Tier 4: in addition to Tier 1-3 training, above, the Title IX Coordinator and any designees receive training on:
   a. Their specific responsibilities under Title IX (see 34 C.F.R. §§106.8(a), 106.40(b)(3), 106.44(f) and (g));
   b. The District's recordkeeping system and the recordkeeping requirements under 34 C.F.R §106.8(f); and
   c. Any other training necessary to coordinate the District's compliance with Title IX and its implementing regulations.

See the **Training** subhead in administrative procedure 2:265-AP1, *Title IX Response*.

Title IX Coordinator's Responsibilities for Responding to Reports of Sex Discrimination

1. Implements and administers administrative procedure 2:265-AP1, *Title IX Response*.
2. Monitors the District's education program and activity for barriers to reporting information about conduct that may reasonably constitute Title IX Sex Discrimination, and takes steps reasonably calculated to address such barriers. 34 C.F.R. §106.44(b). Strategies to identify barriers may include, for example: conducting regular climate surveys, seeking targeted feedback from students and employees who have reported sex discrimination, participating in public awareness events to receive feedback from student and employee attendees, and regularly publicizing and monitoring an email address designated for receiving anonymous feedback about barriers to reporting sex discrimination. 87 Fed. Reg. 41436.
3. Receives reports of conduct that reasonably may constitute Title IX Sex Discrimination (34 C.F.R. §106.44(c)) and analyzes the allegation(s) to determine whether the conduct as alleged could constitute Title IX Sex Discrimination.
4. Where the Title IX Coordinator reasonably determines that conduct as alleged could constitute Title IX Sex Discrimination, takes the following actions to promptly and effectively end any Title IX Sex Discrimination in the District's education program or activity, prevent its recurrence, and remedy its effects (34 C.F.R. §106.44(f); see the **Response to Allegations** subhead in administrative procedure 2:265-AP1, *Title IX Response*):
   a. Treats the Complainant and Respondent equitably.
   b. Offers and coordinates supportive measures, as appropriate, for the Complainant.
   c. If the District has initiated the Grievance Process, or offered an informal resolution process to the Respondent, offers and coordinates supportive measures, as appropriate, for the Respondent.
   d. Notifies the Complainant or, if the complainant is unknown, the individual who reported the conduct, of the Grievance Process, and the informal resolution process, if available and appropriate.
   e. If a Complaint is made, notifies the Respondent of the Grievance Process and the informal resolution process, if available and appropriate.
   f. In response to a Complaint, initiates the Grievance Process or the informal resolution process, if available and appropriate and requested by all parties.
   g. In the absence of a Complaint or the withdrawal of any or all the allegations in a Complaint, and in the absence or termination of an informal resolution process, determines whether to initiate a Complaint of Title IX Sex Discrimination under the Grievance Process, considering the factors outlined in the **Initiation of a Title IX Complaint** subhead of administrative procedure 2:265-AP1, *Title IX Response*.

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h. If initiating a Complaint, notifies the Complainant prior to doing so and appropriately addresses reasonable concerns about the Complainant's safety or the safety of others, including by providing supportive measures.
i. Regardless of whether a Complaint is initiated, takes other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that Title IX Sex Discrimination does not continue or recur within the District's education program or activity.

5. Offers and coordinates supportive measures, as appropriate, consistent with 34 C.F.R. §106.44(g) and as described in the **Supportive Measures** subhead in 2:265-AP1, *Title IX Response*.
6. In the absence of a Complaint or the withdrawal or any or all of the allegations in a Complaint, and in the absence or termination of an informal resolution process, determines whether to initiate a Complaint of Title IX Sex Discrimination under the Grievance Process, considering, at a minimum, the factors set forth in 34 C.F.R. §106.44(f)(1)(v)(A) and described in the **Title IX Complaint Initiation** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
7. When a Complaint is filed by an eligible person or initiated by the Title IX Coordinator, follows the Grievance Process (34 C.F.R. §106.44(f)(1)(iv)) in 2:265-AP1, *Formal Title IX Complaint Grievance Process*, in conjunction with any response required by administrative procedure 2:265-AP1, *Title IX Response* and applicable District policies.
8. If the Respondent is an identified student, considers whether the student-Respondent should be removed from the District's education program or activity on an emergency basis in accordance with 34 C.F.R. §106.44(h) and the **Consideration of Removal of the Respondent** subhead in administrative procedure 2:265-AP1, *Title IX Response*.
9. If the Respondent is an identified non-student employee, in conjunction with the District's human resources administrator, considers whether the employee-Respondent should be placed on administrative leave in accordance with 34 C.F.R. §106.44(i), relevant District policies and procedures, any applicable collective bargaining agreements, and the **Consideration of Removal of the Respondent** subhead in administrative procedure 2:265-AP1, *Title IX Response*. See Board policies 5:240, *Suspension*, and 5:290, *Employment Termination and Suspensions*.

Title IX Coordinator's Responsibilities for Processing Grievances

1. Implements and administers the Title IX Complaint Grievance Process (Grievance Process) under administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
2. Receives Complaints and evaluates whether to investigate or dismiss the Complaint. See **Section B. Evaluation of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
3. Upon initiating the Grievance Process, provides written notice to all known parties consistent with 34 C.F.R. §106.45(c). See **Section C. Notice of Allegations** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
4. Considers whether to offer the Complainant and Respondent an informal resolution process. 34 C.F.R. §106.45(k). See **Section F. Informal Resolution of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
5. Investigates and makes determinations regarding complaints, or appoints a qualified Investigator/Decisionmaker to do so on the Title IX Coordinator's behalf, consistent with 34 C.F.R. §106.45(f) - (h). See **Section G. Investigation and Determination of Title IX Complaint** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.
6. Receives a request from a party to appeal the final determination or dismissal, and appoints an Appeal Decisionmaker to review the appeal. 34 C.F.R. §106.45(i). See **Section H. Appeals** in administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

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Title IX Coordinator's Responsibilities for Students who are Pregnant or have Pregnancy-Related Conditions

1. Upon notice of a student's pregnancy or related conditions, the Title IX Coordinator (34 C.F.R. §106.40(b)(3)):
   a. Informs the student and, if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and who has a legal right to act on behalf of the student, of the student's right to be free from discrimination based on their status, the District's obligations under 34 C.F.R. §106.40(b)(1) - (5), and the District's Notice of Nondiscrimination. 34 C.F.R. §106.40(b)(3)(i).
   b. Offers reasonable modifications, based on the student's individualized needs, to the District's policies, practices, or procedures as necessary to prevent Title IX Sex Discrimination and ensure equal access to the District's education program or activity. 34 C.F.R. §106.40(b)(3)(ii). Reasonable modifications may include, but are not limited to: breastfeeding accommodations (see administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*), breaks during class to attend to health needs associated with pregnancy or related conditions; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests or examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies; elevator access; alternative educational programming; voluntary leaves of absence; or other changes to policies, practices, or procedures. 34 C.F.R. §106.40(b)(3)(ii)(C).
2. Ensures the District does not require supporting documentation in order to offer reasonable modifications, unless the documentation is necessary and reasonable for the District to determine the reasonable modifications or whether to take additional specific actions. 34 C.F.R.§106.40(b)(3)(vi).
3. Ensures the District treats pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the District administers, operates, offers, or participates in with respect to students admitted to the District's education program or activity. 34 C.F.R. §106.40(b)(4).
4. Ensures the District does not require a student who is pregnant or has pregnancy related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the recipient's class, program, or extracurricular activity unless (34 C.F.R. §106.40(b)(5)):
   a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
   b. The District requires such certification of all students participating in the class, program, or extracurricular activity; and
   c. The information obtained is not used as a basis for discrimination prohibited by Title IX and 34 C.F.R. Part 106.

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Reflects Title IX lawsuit

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Section 2

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Exhibit – Title IX Glossary of Terms [1]

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

Glossary of Terms

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

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

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

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

The footnotes should be removed before the material is used.

[1] This sample exhibit must be customized to ensure alignment with the district's policies, procedures, and practices.

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Note: 34 C.F.R. §106.30, added at 85 Fed. Reg. 30574, states that Title IX recipients are not required to adopt a particular definition of consent with respect to sexual assault; however, in its 2020 Title IX rulemaking, the U.S. Dept. of Education (DOE) stated that "recipients must clearly define consent and must apply that definition consistently." 85 Fed. Reg. 30125. **Consult the Board Attorney if the District would like to customize this definition.**

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

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

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

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

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

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

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

Supportive Measures – Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed. Such measures are designed to restore or preserve equal access

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to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work[2] locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District will maintain as confidential any supportive measures provided to a Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. 34 C.F.R. §106.30.

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

For each report or complaint received, the Title IX Coordinator reviews the following Board policies[3] to determine if they require additional action by the District in addition to or at the exclusion of policy 2:265, *Title IX Grievance Procedure*:

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

The footnotes should be removed before the material is used.

[2] For districts with residential facilities, insert "or housing" here.

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

[4] Delete the second sentence if your district is not within a county served by an accredited Children's Advocacy Center. For further discussion see f/n 13 in sample policy 5:90, *Abused and Neglected Child Reporting*.

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- 7:185, *Teen Dating Violence Prohibited.* This policy prohibits students from using or threatening to use physical, mental, or emotional abuse to control an individual in the dating relationship, and from using or threatening to use sexual violence in the dating relationship.
- 7:190, *Student Behavior.* This policy sets forth student conduct rules, prohibited student conduct, and behavioral interventions and disciplinary measures designed to address the causes of misbehavior and teach students positive behavioral skills.
- 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. This policy requires that support services be provided to students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A. It also provides a complaint resolution procedure to address alleged violations of 105 ILCS 5/26A.

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

- A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36).
    - *Sexual assault* means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system (UCR Program) of the Federal Bureau of Investigation (FBI), and includes rape, fondling, incest, and statutory rape. 20 U.S.C. §1092(f)(6)(A)(v); 34 C.F.R. Part 668, Appendix A to Subpart D. For more information regarding the FBI UCR Program, see www.fbi.gov/services/cjis/ucr/.
    - *Dating violence* means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. 34 U.S.C. §12291(a)(11).
    - *Domestic violence* includes any felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who: (1) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; (2) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (3) shares a child in common with the victim; or (4) commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction. 34 U.S.C. §12291(a)(12).
    - *Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for his or her safety or the safety of others, or (2) suffer substantial emotional distress. 34 U.S.C. §12291(a)(36).

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Adds cybersecurity & minor language changes

Operational Services

Identity Protection [1]

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to: [2]

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the District from unauthorized disclosure.

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

[1] **Consult the board attorney before adoption of this policy**. Districts may choose to provide or implement more protections than the statutory requirements outlined in this sample policy. While the laws that apply to this policy govern current management of sensitive information, best practices may outpace the law's ability to keep up. See also f/n 19 to sample policy 2:250, *Access to District Public Records*, detailing the preservation requirements of the Local Records Act (50 ILCS 205/3), the Family Educational Rights and Privacy Act (20 U.S.C. §1232g), and the Ill. School Student Records Act (105 ILCS 10/), and litigation holds or document preservation requirements pursuant to Federal Rules of Civil Procedure (Rules 16 and 26).

The Identity Protection Act (IPA) (5 ILCS 179/) requires that this subject matter be covered in policy and controls its content. 5 ILCS 179/35. The Act places greater limits on the use of social security numbers (SSNs) than federal law. The IPA defines *identity-protection policy* as "any policy created to protect social security numbers from unauthorized disclosure." (*Social security number* is not capitalized in the IPA). 5 ILCS 179/5. Much of a district's collection, storage, use, and disclosure of SSNs applies to employee records only. But limited exceptions may exist where a school district may need to ask students or their parents/guardians to provide SSNs, and any collection and retention of students' SSNs must also be in accordance with this policy.

Another State law, the Personal Information Protection Act (PIPA) (815 ILCS 530/) requires *data collectors of personal information* to provide certain notice to Illinois residents, and in certain cases, the Ill. Attorney General, when the collector's system data is breached. 815 ILCS 530/10. Under PIPA, *data collector* is broadly defined to include government agencies and any entities that deal with nonpublic *personal information*. *Personal information* is defined as: (1) an individual's first name or first initial combined with an SSN, driver's license number or State identification card number, financial account information (including without limitation, credit or debit card numbers), medical or health insurance information or biometric data; or (2) a username or email address in combination with a password or security question and answer that would permit access to an online account. Id. at 530/5. Depending on whether the *data collector* owns or merely maintains or stores the information, additional notification requirements will also apply. Finally, PIPA requires *units of local governments* to dispose of personal information so that it may not be read or reconstructed. Id. at 530/40. It is unclear whether Section 530/40 applies to school districts because PIPA does not specifically identify school districts as *units of local governments* (Ill. Constitution Article VII, Sec. 1). However, the Ill. State Board of Education (ISBE) considers PIPA to apply to the handling of personally identifiable information under grant awards. See the ISBE *Checklist for Protection of Personally Identifiable Information Review*, referenced in f/n 9, below. **Consult the board attorney for advice on the applicability of PIPA's various mandates to your district**. See f/n 4, below for more information about options to include PIPA requirements in this sample policy.

The U.S. Cybersecurity & Infrastructure Security Agency (CISA) recommends that K-12 districts have an *incident response plan* (IRP) that details what a district needs to do before, during, and after an actual or potential security incident. See www.cisa.gov/online-toolkit-partnering-safeguard-k-12-organizations-cybersecurity-threats. In the case of a data breach, it is critical for a district to have an IRP in place that is customized to local conditions and to practice the plan. Having an IRP may also be required for cyber liability insurance coverage. For resources and templates, see https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-61r2.pdf, www.ltcillinois.org/resources/k12-incident-response-plan-template-security-studio, https://studentprivacy.ed.gov/resources/data-breach-scenario-trainings, and www.k12six.org/essentials-series.

[2] The list of goals is optional; it may be deleted, augmented, or otherwise amended.

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The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following: [3] [4]

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose. [5]
5. All employees must be advised of this policy's existence, and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request. [6]

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

[3] The IPA requires items #1-4 to be covered in a policy. 5 ILCS 179/35(a).

[4] For boards that want to include PIPA mandates in this Policy, insert the following option after the IPA items #1-4, or if the board includes items #5 and #6 (discussed in f/n 6, below), after items #1-6, and add "815 ILCS 530/, Personal Information Protection Act" to the Legal References:

> The Superintendent is also responsible for ensuring the District complies with the Personal Information Protection Act, 815 ILCS 530/. Compliance measures shall include each of the following:
>
> 1. Written or electronic notification to an individual and, if applicable, the owner of the information, as required by 815 ILCS 530/10 whenever his or her personal information was acquired by an unauthorized person; *personal information* means either:
>   a. An individual's first name or first initial and last name in combination with any one or more of his or her (i) social security number, (ii) driver's license number or State identification card number, (iii) financial account information (with any required security codes or passwords), (iv) medical information, (v) health insurance information, and/or (vi) unique biometric data or other unique physical or digital representation of biometric data, when either the name or the data elements are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the name or data elements have been acquired through the breach of security; or
>   b. An individual's username or email address, in combination with a password or security question and answer that would permit access to an online account, when either the username or email address or password or security question and answer are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the data elements have been obtained through the breach of security.
> 2. Notification to the Ill. Attorney General as required by 815 ILCS 530/10, if a single breach of the security system requires the District to notify more than 500 Illinois residents.
> 3. Cooperation with the owner of the information in matters relating to the breach, if applicable, as required by 815 ILCS 530/10.
> 4. Disposal of materials containing personal information in a manner that renders the personal information unreadable, unusable, and undecipherable; personal information has the meaning stated in #1, above.

[5] See sample exhibit 4:15-E2, *Statement of Purpose for Collection of Social Security Numbers*.

[6] Items #5 and #6 are not required to be in policy but districts are required to perform the described action(s). 5 ILCS 179/35(b). These compliance measures are covered in sample administrative procedure 4:15-AP1, *Protecting the Privacy of Social Security Numbers*.

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6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee. [7]

No District employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Superintendent.[8] This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

Treatment of Personally Identifiable Information Under Grant Awards [9]

The Superintendent ensures that the District takes reasonable cybersecurity and other measures to safeguard information including: (1) *protected personally identifiable information*,[10] (2) other types of information that a federal ~~awarding~~ agency, pass-through ~~agency~~ entity, or State awarding agency designates as sensitive, such as *personally identifiable information* (PII)[11] and (3) information that the

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

[7] Optional. See f/n 6 above.

[8] This sentence is optional. Its intent is to inform employees of the need to have proper authority before collecting, storing, using, or disclosing SSNs. A board may attach a sanction to the paragraph by adding the following option:

> An employee who has substantially breached the confidentiality of social security numbers may be subject to disciplinary action or sanctions up to and including dismissal in accordance with District policy and procedures.

[9] While the federal regulations on procurement standards in 2 C.F.R. Part 200 do not specifically require a written policy on the treatment of *personally identifiable information* (PII) under grant-funded programs, the Ill. State Board of Education's (ISBE's) *Checklist for Protection of Personally Identifiable Information Review* (ISBE Checklist), at www.isbe.net/Pages/Federal-and-State-Monitoring.aspx, requires an approved policy or policies related to the identification, handling, storage, access, disposal, and overall protection of PII as evidence of legal compliance with the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) and federal regulations. At the time of **PRESS** Issue 118's publication (Apr. 2025), ISBE had not updated this Checklist with the 2024 revisions to the definitions of PII and *protected personally identifiable information* (Protected PII) at 2 C.F.R. §200.1. The ISBE Checklist is specific to PII handled by districts in connection with their administration of grants. The uniform federal rules on procurement standards in 2 C.F.R. Part 200 apply to eligible State grants through the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/). This sample policy and accompanying sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*, are designed to help districts meet the standard set forth in 2 C.F.R. §200.303(e) and the documentation items on the ISBE Checklist.

[10] ~~*Protected personally identifiable information* (~~Protected PII~~)~~ means ~~an individual's first name or first initial and last name in combination with any one or more types~~ PII (see definition at f/n 11), except for certain types of PII that must be disclosed by law. 2024 revisions to 2 C.F.R. Part 200 eliminated examples of Protected PII and instead only list examples of PII within the definition of Protected PII at 2 C.F.R. §200.1, which may indicate broadening of the definition of Protected PII. See 89 Fed. Reg. 79732. ~~of information, including~~Before the 2024 revisions, examples of Protected PII contained in the regulation included, but were not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal records, medical records, financial records, and~~or~~ educational transcripts. ~~Protected PII does not include *personally identifiable information* (PII) that is required by law to be disclosed.~~ 2 C.F.R. §200.1. Consult the board attorney for guidance in this area. See sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*. Protected PII is similar to, but broader than, the definition of *personal information* under PIPA.

[11] PII is a broader concept than Protected PII. Said another way, Protected PII is a subset of PII.

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District considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act (30 ILCS 708/).

The Superintendent shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information.[12] The Superintendent shall ensure that employees and contractors responsible for the administration of a federal or State award for the District receive regular training in the safeguarding of sensitive information.[13] Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

LEGAL REF.: 2 C.F.R. §200.303(e).
5 ILCS 179/, Identity Protection Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 205/3, Local Records Act.
105 ILCS 10/, Illinois School Student Records Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

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

PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some ~~information that is considered to be~~ PII is available in public sources such as telephone books and ~~public~~ websites~~, and it is considered to be Public PII. Public PII includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials.~~ This was previously defined as *public personally identifiable information* (Public PII), but 2024 revisions to 2 C.F.R. Part 200 have deleted Public PII as a definition. The definition of PII is not ~~anchored~~ attached to any single category of information or technology. ~~Rather~~Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that~~, when combined with other available information,~~ could be used to identify an individual when combined with other available information. 2 C.F.R. §200.1.

In addition to 2 C.F.R. §200.303(e), depending upon the type of record being created or used in connection with a grant-funded program, multiple laws may govern the treatment of ~~*personally identifiable information* (~~PII~~)~~ under a grant, including the IPA (5 ILCS 179/), PIPA (815 ILCS 530/), Family Educational Rights and Privacy Act, (20 U.S.C. §1232g), Ill. School Student Records Act (105 ILCS 10/), Student Online Personal Protection Act, (105 ILCS 85/), Personnel Record Review Act (820 ILCS 40/), and Local Records Act (50 ILCS 205/3).

[12] See sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*.

[13] The ISBE Checklist requires districts to maintain documentation of training of all employees/contractors on the handling of PII, including evidence of the date(s) of the training and attendance/completion of the training. See www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. Because many individuals in a district can be involved in day-to-day administration of activities supported by a federal or State grant, best practice is to regularly train all employees on the safeguarding of such sensitive information, e.g., upon hire and then annually or semi-annually.

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Adds cybersecurity protections

Operations

Administrative Procedure – Treatment of Personally Identifiable Information Under Grant Awards

This procedure implements identification, handling, storage, access, disposal, and the overall confidentiality of personally identifiable information under grant awards in the subhead **Treatment of Personally Identifiable Information Under Grant Awards** in Board policy 4:15, *Identity Protection*. Use it when the District is a recipient of a federal grant award or State grant award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) and, as a result, must handle personally identifiable information (defined below) in its administration of the award.

Definitions

Personally identifiable information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some ~~information that is considered to be~~ PII is available in public sources such as telephone books and ~~public W~~web sites.[1] ~~This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials.~~The definition of PII is not ~~anchored~~ attached to any single category of information or technology. ~~Rather~~Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII (or *protected personally identifiable information*) whenever additional information is made publicly available, in any medium and from any source, that~~, when combined with other available information,~~ could be used to identify an individual when combined with other available information. 2 C.F.R. §200.1.

Protected personally identifiable information (Protected PII) is a subset of PII; it means PII (see definition above), except for certain types of PII that must be disclosed by law.[2]~~an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal records, medical records, financial records, or educational transcripts. Protected PII does not include personally identifiable information that is required by law to be disclosed.~~2 C.F.R. §200.1.

Safeguarding Requirement

GATA and 2 C.F.R. §200.303(e) require grant recipients to take reasonable measures to safeguard (1) ~~*protected personally identifiable information*~~Protected PII, (2) other information that the awarding agency or pass-through ~~agency~~ entity designates as sensitive, such as ~~*personally identifiable information*~~PII, and (3) information that the District considers to be sensitive consistent with applicable

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The footnotes should be removed before the material is used.

[1] See f/n 11 in sample policy 4:15, *Identity Protection*, for a discussion of *public personally identifiable information*, which formerly appeared as a definition at 2 C.F.R. §200.1.

[2] See f/n 10 in sample policy 4:15, *Identity Protection*, for a discussion of *protected personally identifiable information*.

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laws regarding privacy and confidentiality (collectively referred to in this Procedure as *sensitive information*).

The Superintendent or designee will ensure that the District:

1. Implements reasonable security measures, such as physical and technological safeguards, for the protection of sensitive information that meets or exceeds industry standards designed to protect such information from unauthorized access, destruction, use, modification, or disclosure. [3]
2. Complies with all applicable laws, such as the Identity Protection Act (5 ILCS 179/) (IPA), Personal Information Protection Act (815 ILCS 530/10) (PIPA) and Student Online Personal Protection Act (105 ILCS 85/27) (SOPPA) in the event of a breach of sensitive information.
3. Notifies, if appropriate, members of the school community impacted by a breach when notification is not specifically required by law.
4. Educates staff members involved in the administration of grants that in addition to federal regulation 2 C.F.R. §200.303(e) and the terms of a specific award, multiple laws may apply to personally identifiable information, depending upon the type of information/record including: IPA (5 ILCS 179/), PIPA (815 ILCS 530/), Family Educational Rights and Privacy Act, (20 U.S.C. 1232g), Ill. School Student Records Act (105 ILCS 10/), SOPPA (105 ILCS 85/), Personnel Record Review Act (820 ILCS 40/), and Local Records Act (50 ILCS 205/3).
5. Consults with the Board Attorney as needed to ensure compliance.

Relevant Board Policies, Administrative Procedures, and Exhibit for Handling of *Sensitive Information*

The following Board policies and administrative procedures also address and govern the District's identification, handling, storage, access, disposal, and overall confidentiality of certain types of sensitive information:

1. 2:220, *School Board Meeting Procedure*, and 2:220-E8, *School Board Records Maintenance Requirements and FAQs*, address storage, access, and destruction of meeting minutes, including closed meeting minutes and verbatim recordings.
2. 2:250, *Access to District Public Records*, addresses providing access to public records in response to Freedom of Information Act requests and the preservation and destruction of public records under the Local Records Act. 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*, also addresses the preservation and destruction of public records under the Local Records Act.
3. 4:15, *Identity Protection*, specifically requires the District to safeguard sensitive information under grant awards.
4. 4:80-AP1, *Checklist for Internal Controls*, requires the District to protect assets, including technology and electronic systems from loss or misuse.
5. 5:120-AP2, *Employee Conduct Standards*, requires all District staff members to respect the confidentiality of student and personal records and other information covered by confidentiality agreements.
6. 5:130, *Responsibilities Concerning Internal Information*, requires all District employees to maintain the integrity and security of all internal information and the privacy of confidential records.
7. 5:150, *Personnel Records*, and 5:150-AP, *Personnel Records*, address the identification, storage, and access to personnel records.

The footnotes should be removed before the material is used.

[3] This paragraph is an adaptation of the standard for the protection of *covered information* under the Student Online Personal Protection Act, 105 ILCS 85/. Districts should customize this procedure to align with local practices and conditions.

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8. 6:235, *Access to Electronic Networks*, requires all users of the District's electronic networks to maintain the confidentiality of student information.
9. 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, requires all users of the District's electronic networks to take steps to safeguard their integrity and security.
10. 7:340, *Student Records*, along with 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, address the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.
11. 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, addresses the District's legal obligations regarding the handling and safeguarding of *covered information* that is shared with *operators*.

Disposal of Sensitive Information

When disposal of sensitive information is authorized by law and/or Board policy, the Superintendent or other administrator overseeing the administration of the grant award will ensure the District follows the disposal standard under PIPA (815 ILCS 530/40) and renders the information unreadable, unusable, and undecipherable.

Training for Employees and Contractors

District employees and contractors responsible for the administration of a federal or State award for the District will receive training on the safeguarding of sensitive information.

The Superintendent or designee will ensure:

1. Employees receive training upon their assignment to perform work under the award and then on a bi-annual basis thereafter, until the award is concluded or an employee's involvement in the award is complete, whichever is earlier. The training shall include education on this procedure and the District's policies and procedures listed above that govern the District's handling of sensitive information for various types of information/records.
2. Documentation of employee training on the handing of personally identifiable information is maintained, including the dates(s) of the training and attendance/completion of the training.
3. District contractors performing work under the grant award regularly receive training from the District or other comparable training on the management of sensitive information.

Resources

Ill. State Board of Education (ISBE) –

Checklist for Protection of Personally Identifiable Information, at www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. Note: At the time of **PRESS** Issue 118's publication (Apr. 2025), ISBE had not updated this Checklist with the 2024 revisions to the definitions of PII and Protected PII at 2 C.F.R. §200.1.

U.S. Dept. of Education –

Privacy Technical Assistance Center's Protecting Student Privacy Service, at www.studentprivacy.ed.gov.

Ill. Attorney General –

www.illinoisattorneygeneral.gov/consumer-protection/identity-theft.

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Adjusts procurement Requirements

Operational Services

Administrative Procedure - Federal and State Award Procurement Procedures

In addition to the State legal requirements for purchases and contracts set forth in Board policy 4:60, *Purchases and Contracts*, and administrative procedure 4:60-AP1, *Purchases*, the following procedures apply to District procurement under federal awards and State awards governed by the Grant Accountability and Transparency Act (GATA).[1] The District maintains oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. [2]

Consult the Board Attorney regarding the legal requirements presented by this administrative procedure as well as before a contract is presented to the Board. [3]

Code of Conduct [4]

Board policies 2:100, *Board Member Conflict of Interest*, and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, contain standards of conduct covering conflicts of interest and governing the actions of B~~b~~oard members and employees engaged in the selection, award, and administration of contracts.

General Procurement Standards [5]

A. The District shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis ~~will~~ should be made ~~of lease versus purchase alternatives, and any other appropriate analysis~~ between leasing and purchasing property or equipment to determine the most economical approach. **Note:** A conflict between this regulation's requirements and the Ill. Criminal Code of 2012 may exist. See 720 ILCS 5/33E-2(i-5) and 5/33E-18 (defines and prohibits bid stringing, a Class ~~4~~ felony) and 720 ILCS 5/33E-3 (prohibits bid rigging, a Class 3 felony).
B. To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the federal competition requirements.
C. The District may use federal excess and surplus property ~~in lieu~~instead of purchasing new equipment and property ~~whenever such use~~when it is feasible and reduces project costs.

The footnotes should be removed before the material is used.

[1] 2 C.F.R. §§200.318-200.327; 30 ILCS 708/, Grant Accountability and Transparency Act (GATA). GATA adopts the federal uniform guidance for all grants, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill. Admin. Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education (ISBE), see: www.isbe.net/gata.

[2] 2 C.F.R. §200.318(b).

[3] Many legal issues will be solved by early and frequent consultation with the board attorney.

[4] 2 C.F.R. §200.318(c).

[5] 2 C.F.R. §200.318(b), (d)-(~~l~~k).

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D. The District may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering ~~is a systematic and creative analysis of~~ means analyzing each contract item or task to ensure ~~that~~ its essential function is provided at the overall lowest cost. **Note:** A conflict between this regulation's requirements and the Ill. Criminal Code of 2012 may exist. See 720 ILCS 5/33E-2(i-5) and 5/33E-18 (defines and prohibits bid stringing, a Class 4 felony).

E. When conducting a procurement transaction, t~~T~~he District shall only award contracts to responsible contractors ~~possessing~~ that possess the ability to perform successfully under the terms and conditions of a proposed contract~~procurement~~. Consideration will be given to such matters as contractor integrity, ~~compliance with~~ public policy compliance, ~~record~~ proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources. **Note:** State law generally requires award to the "lowest responsible bidder." However, there are exceptions to this requirement listed at 105 ILCS 5/10-20.21, and other State laws may also govern standards for contract awards.

F. The District shall maintain records sufficient to detail the history of each procurement transaction. These records ~~will~~ must include~~, but are not necessarily limited to the following:~~ the rationale for the ~~method of~~ procurement method, ~~selection of~~ contract type selection, contractor selection or rejection, and the basis for the contract price.

G. The District may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. **Note:** The Ill. Criminal Code of 2012 (720 ILCS 5/33E-9) requires approval of the Board or designee when a contract cost increases or decreases by $25,000, a/k/a *change orders*. If a change order will exceed the original contract price by 10%, it must be rebid.

H. The District shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

I. The District may use the following labor and employment practices if consistent with applicable federal and State laws:

1. Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
2. Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative, or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the District and must not prohibit interstate hiring;
3. Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. §3102(24)), including women and people from underserved communities;
4. Using agreements intended to ensure uninterrupted delivery of services or community benefits; or
~~1.~~5. Offering employees of a predecessor contractor rights of first refusal under a new contract.

Competition [6]

A. All procurement transactions for the acquisition of property or services required under an award shall be conducted in a manner providing full and open competition consistent with the standards

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[6] 2 C.F.R. §200.319.

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of State law (105 ILCS 5/10-20.21), Board policy 4:60, *Purchases and Contracts*, and this section. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids ~~or requests for proposals~~ must be excluded from competing ~~for such~~on those procurements. Examples of s~~S~~ituations that may ~~considered to be~~ restrict ~~ive of~~ competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

B. ~~The District shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.~~ **Note:** State law may ~~also~~ encourage or discourage ~~these~~ Districts to conduct procurements in a manner that prohibits the use of local or tribal geographic preferences. Discuss these preferences with the Board Attorney. See also Doyle Plumbing & Heating Co. v. Bd. of Educ., Quincy Pub. Sch. Dist. No. 172, 291 Ill.App.3d 221 (4th Dist. 1997); Cardinal Glass Co. v. Bd. of Educ. of Mendota Comm. Consol. Sch. Dist. 289, 113 Ill.App.3d 442 (3rd Dist. 1983). Nothing in this section preempts State licensing laws. ~~When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.~~ **Note:** The Board must also follow the Local Government Professional Services Selection Act. 50 ILCS 510/.

C. Procurement Transactions. All solicitations will:

1. Incorporate a clear and accurate description of the technical requirements for the ~~material, product,~~ property, equipment, or service ~~being to be~~ procured.
   ~~a. Such description must not, in competitive procurements, contain features which unduly restrict competition.~~
   ~~b.~~a. The description may include a statement of the qualitative nature of the ~~material, product~~ property, equipment, or service to be procured, ~~and, w~~ When necessary, the description must provide ~~set forth those~~ minimum essential characteristics and standards to which the property, equipment, or service must conform. ~~it must conform if it is to satisfy its intended use.~~
   ~~c.~~b. Detailed product specifications should be avoided if at all possible.
   ~~d.~~c. When it is impractical or uneconomical to ~~make a clear and accurate description~~ clearly and accurately describe ~~of~~ the technical requirements, a "brand name or equivalent" description of features may be used ~~as a means~~ to provide procurement ~~define the performance or other salient~~ requirements ~~of procurement.~~ The specific features of the named brand ~~which~~ must be ~~met by offers must be~~ clearly stated.
2. Identify ~~all~~ any additional requirements which offerors must fulfill and all other factors that will ~~to~~ be used in evaluating bids and proposals.

D. The District shall ensure that all prequalified lists of persons, firms, or products ~~which are~~ used in ~~acquiring goods and services~~procurement transactions are current and include enough qualified

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sources to ensure maximum open ~~and free~~ competition. **Note:** State laws may conflict with this provision. See 105 ILCS 5/10-20.21 and 50 ILCS 510/.

E. The District shall not preclude potential bidders from qualifying during the solicitation period.

F. The District may develop written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders who commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections, but only to the extent consistent with the law and the District's established policies. The District may make inquiries of bidders about these subjects and assess their responses.

G. ~~F.~~ Noncompetitive procurements can only be awarded in accordance with the requirements detailed in paragraph E of the **Methods of Procurement** subhead below.

Methods of Procurement [7]

The District shall use one of the following methods of procurement and must maintain and use documented procurement procedures:

A. Micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of $10,000, as may be amended from time to time.[8] To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Board considers the price ~~to be~~ reasonable based on research, experience, purchase history, or other information and maintains documents to support its conclusion ~~it maintains~~. **Note:** See 105 ILCS 5/10-20.21 and Board policy 4:60, *Purchases and Contracts*.

B. ~~Small purchase~~Simplified acquisition procedures. ~~Small purchase procedures may be used for the acquisition of property or services. t~~The District may use simplified acquisition procedures when the aggregate dollar amount of the procurement transaction ~~which~~ is higher than the micro-purchase

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[7] 2 C.F.R. §200.320.

[8] The *micro-purchase threshold* is set by the Federal Acquisition Regulation (FAR) at 48 C.F.R. Subpart 2.1 (Definitions), but ~~and~~ is periodically adjusted for inflation. 2 C.F.R. §200.1. ~~The federal government's Office of Management and Budget (OMB) issued a memo increasing the micro-purchase threshold to $10,000, pursuant to the National Defense Authorization Act FY 2018 (Pub. L. No. 115-91), pending amendments to the FAR. OMB Memorandum 18-18 (6-20-18), at: www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.~~

2 C.F.R. §200.320(a)(1) authorizes a district to increase its own micro-purchase threshold up to $50,000, if it has determined and documented that a higher threshold is appropriate based on its internal controls, an evaluation of risk, and documented procurement procedures. If a district increases its threshold, it must annually self-certify and make supporting documentation available to the awarding agency or pass-through entity and auditors during the retention period specified in 2 C.F.R. §200.334. The self-certification must include a justification, clear identification of the threshold, and documentation that the higher threshold is consistent with the bidding statute, 105 ILCS 5/10-20.21. See sample policy 4:60, *Purchases and Contracts*. A board that wants to increase its threshold should consult the board attorney for guidance on the content and method of self-certification, such as an annual resolution to be adopted by the board. If the district has established a micro-purchase threshold greater than $10,000, substitute that amount in Item A above. Micro-purchase thresholds higher than $50,000 must be approved by the *cognizant agency for indirect costs*, which means the federal agency assigned responsibility for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals. 2 C.F.R. §200.1.

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threshold but does not exceed the ~~s~~Simplified ~~a~~Acquisition ~~t~~Threshold[9] of $250,000, as may be amended from time to time. If ~~small purchase~~simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources, as determined appropriate by the District.

C. Sealed bids. Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the District. Formal procurement methods are competitive and require public notice. Bids are publicly solicited through an invitation and a firm fixed price contract[10] (lump sum or unit price) is awarded to the responsible bidder whose bid ~~conforming~~ conforms with all the material terms and conditions of the invitation and ~~for bids,~~ is the lowest in price. **Note:** 105 ILCS 5/10-20.21 requires all contracts for purchase of supplies and materials or work involving an expenditure in excess of $35,000 or a lower amount as required by Board policy to be awarded to the "lowest responsible bidder." The sealed bid method is the preferred method for procuring construction services, if the conditions in 2 C.F.R. §200.320(b)(1)(i) apply. If sealed bids are used, the requirements in 2 C.F.R. §200.320(b)(1)(ii) apply. **Note:** 105 ILCS 5/10-20.21 requires sealed bids.

D. Proposals. Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the District. Formal procurement methods are competitive and require public notice. The use of proposals is a procurement method in which either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for ~~the use of~~using sealed bids. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from ~~an adequate number of~~multiple qualified ~~offerors~~entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered. If this method is used, the requirements in 2 C.F.R. §200.320(b)(2) apply. **Note:** 105 ILCS 5/10-20.21 requires sealed bids.

E. Noncompetitive procurement. Noncompetitive procurement may be used only when one or more of the circumstances in §200.320(c) apply: (1) the cost of the procurement transaction does not exceed the micro-purchase threshold; (2) the ~~item is available~~procurement transaction can only be fulfilled from a single source; (3) public exigency or emergency will not permit a delay resulting from ~~publicizing~~ providing public notice of a competitive solicitation; (4) the awarding agency or pass-through entity expressly ~~authorizes~~ provides written approval of a noncompetitive procurement in response to a written request from the District to use a noncompetitive procurement method; or (5) after solicitation of ~~a number of~~several sources, the District determines competition is inadequate. **Note:** 50 ILCS 510/ may conflict with this regulation.

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[9] *Simplified acquisition threshold* (SAT) means the dollar amount below which a district may purchase property or services using small purchase methods. Districts may adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation (FAR) at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. §1908 and is periodically adjusted for inflation. See also definition of §200.1 Micro-purchase. 2 C.F.R. §200.1. ~~The OMB issued a memo increasing the simplified acquisition threshold to $250,000, pursuant to the National Defense Authorization Act FY 2018 (Pub. L. No. 115-91), pending amendments to the FAR. OMB Memorandum 18-18 (6-20-18), at: www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.~~

2 C.F.R. §300.320(a)(2) authorizes a district to use a lower SAT than the one established by the FAR. The district is responsible for determining an appropriate SAT based on its internal controls, an evaluation of risk, and its documented procurement procedures. Id. If the district has established a SAT lower than $250,000, substitute that amount in Item B above.

[10] *Contract* means a legal instrument by which a district ~~purchases property or services needed to carry out the project or program~~ conducts procurement transactions under a federal award. See also the definition of *subaward*. 2 C.F.R. §200.1.

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Procurement of Recovered Materials [11]

When the District procures items designated by the Environmental Protection Agency (EPA) as capable of being produced with recovered materials[12], and the purchase of the items exceeds $10,000 or the quantity of the items (or functionally equivalent items) purchased in the preceding fiscal year exceeded $10,000, the District shall:

A. Ensure the items contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The decision not to procure such items must be based on a determination that the items: (1) are not reasonably available within a reasonable period of time, (2) fail to meet the performance standards in the applicable specifications, or (3) are only available at an unreasonable price. [13]

B. Procure solid waste management services in a manner that maximizes energy and resource recovery.

C. Establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines. The program must contain the following elements: [14]
   1. Preference program for purchasing the designated items;
   2. Promotion program;
   3. Procedures for obtaining estimates and certifications of recovered materials content and for verifying the estimates and certifications; and
   4. Annual review and monitoring of the effectiveness of the program.

D. Endeavor to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contracting with Small ~~and~~ Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms [15]

The District shall take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are ~~used~~ considered~~when possible~~. ~~Affirmative steps~~ Such consideration ~~shall include~~means:

A. ~~Placing qualified small and minority businesses and women's business~~These business types are included ~~enterprises~~ on solicitation lists;

B. ~~Assuring that small and minority businesses, and women's~~These business ~~enterprises~~ types are solicited whenever they are deemed eligible as potential sources;

C. Dividing ~~total requirements, when economically feasible,~~procurement transactions into ~~smaller tasks or quantities~~separate procurements to permit maximum participation by ~~small and minority businesses, and women's~~ these business ~~enterprises~~types;

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[11] 42 U.S.C. §6962; 2 C.F.R. §200.323.

[12] 40 C.F.R. Part 247. For recommendations that the EPA has developed for recovered (recycled) content and for its list of designated products, see: www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program, which was developed as part of the EPA's Comprehensive Procurement Guideline (CPG) Program.

[13] 42 U.S.C. §6962(c)(1).

[14] 40 C.F.R. §247.6. For a summary of the requirements of an Affirmative Procurement Program, see: www.epa.gov/smm/summary-affirmative-procurement-program.

[15] 2 C.F.R. §200.321. See also the Business Enterprise for Minorities, ~~Females~~Women, and Persons with Disabilities Act, 30 ILCS 575/.

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D. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that~~, where the requirement permits, which~~ encourage participation by ~~small and minority businesses, and women's~~ these business ~~enterprises~~types;

E. ~~Using the services and assistance, as appropriate, of~~Utilizing organizations such ~~organizations~~ as the Small Business Administration and the Minority Business Development Agency of the Dept. of Commerce; and

F. Requiring ~~the prime~~a contractor~~, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section~~ to apply paragraphs (A) through (E) to subcontracts.

Contract Cost and Price [16]

A. The District shall perform a cost or price analysis ~~in connection with~~for every procurement ~~action~~ transaction, including contract modifications, in excess of the s~~S~~implified a~~A~~cquisition t~~T~~hreshold ~~including contract modifications~~. The method and degree of analysis ~~is dependent~~conducted depends on the facts surrounding the particular procurement ~~situation, but~~transaction. For example, the District should consider potential workforce impacts in the analysis if the procurement transaction will displace public sector employees. However, as a starting point, the ~~non-federal entity~~District must make independent estimates before receiving bids or proposals.

~~B. The District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographic area for similar work.~~

B~~C~~. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that the costs incurred, or cost estimates included in negotiated prices would be allowable for the District under Subpart E, Cost Principles, of 2 C.F.R. Part 200.

C~~D~~. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting ~~shall not be used~~.

Federal ~~Awarding~~ Agency or Pass-Through Entity Review [17]

The District shall ~~make available~~submit, upon request of the federal ~~awarding~~ agency[18] or pass-through entity[19] (Ill. State Board of Education):

A. Technical specifications o~~f~~n proposed procurements ~~where~~ under the federal award if the federal ~~awarding~~ agency or pass-through entity believes ~~such~~ the review is needed to ensure that the item or service specified is the one being proposed for acquisition; and

B. Procurement documents (such as requests for proposals or invitations for bids, or independent cost estimates) for pre-procurement review when one or more of the circumstances in §200.325(b) apply.

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[16] 2 C.F.R. §200.324.

[17] 2 C.F.R. §200.325.

[18] *Federal ~~awarding~~ agency* means the federal agency that provides a federal award directly to a ~~non-federal entity~~recipient unless the context indicates otherwise. See also definitions of federal award and recipient. 2 C.F.R. §200.1.

[19] Pass-through entity means a ~~non-federal entity~~recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient. 2 C.F.R. §200.1.

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Bonding Requirements [20]

A. For construction or facility improvement contracts or subcontracts exceeding the sSimplified aAcquisition tThreshold[21], the federal ~~awarding~~ agency or pass-through entity may accept the bonding policy and requirements of the District provided that the federal ~~awarding~~ agency or pass-through entity has made a determination that the federal interest is adequately protected.

B. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The *bid guarantee* must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute ~~such~~ any required contractual documents ~~as may be required~~ within the timeframe specified.
2. A performance bond on the part of the contractor[22] for 100 percent of the contract[23] price. A *performance bond* is a bond ~~one~~ executed in connection with a contract to secure the fulfillment of all the contractor's requirements under ~~such~~ a contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A *payment bond* is ~~one~~ a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for ~~in the~~under a contract.

Contract Provisions [24]

The District's contracts shall contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200, *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

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[20] 2 C.F.R. §200.326.

[21] See f/n 8, above.

[22] *Contractor* means an entity that receives a contract ~~as defined in §200.1~~. 2 C.F.R. §200.1.

[23] *Contract* means a legal instrument by which a ~~non-federal entity purchases property or services needed to carry out the project or program~~recipient or subrecipient conducts procurement transactions under a federal award. See also definition of *subaward*, 2 C.F.R. §200.1.

[24] 2 C.F.R. §200.327.

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Capital Assets increased from $5000 to $10,000
language addition to disposition of property acquired with grant monies

Operational Services

Accounting and Audits [1]

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

Annual Audit [2]

At the close of each fiscal year, the Superintendent shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

Annual Financial Report [3]

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

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

[1] State or federal law controls this policy's content. A board policy or resolution is required concerning revolving funds and petty cash. 23 Ill.Admin.Code §100.70. This policy is intended to facilitate the board's fiscal oversight role. The last sentence of the first paragraph should be modified to align with local conditions. ~~The *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing* at 23 Ill.Admin.Code Part 100 replaced 23 Ill.Admin.Code Part 110, *Program Accounting Manual* and 23 Ill.Admin.Code Part 125, *Student Activity Funds and Convenience Accounts*.~~

[2] Audit requirements are found in 105 ILCS 5/3-7 and 5/3-15.1, and 23 Ill.Admin.Code §100.110. The federal Single Audit Act adds audit requirements for federal programs. 31 U.S.C. §7501 et seq. Grant Accountability Transparency Act (GATA) (30 ILCS 708/) rules also require districts that receive federal pass-through and State-issued awards to have a financial statement audit conducted in accordance with 23 Ill.Admin.Code §100.110, regardless of the amount of award expenditures. 44 Ill.Admin.Code §7000.90(c)(3). See f/n 5, below, for additional information regarding GATA.

For districts in suburban Cook County, replace "Regional Superintendent of Schools" with "appropriate Intermediate Service Center Executive Director."

The following optional sentence establishes an audit committee: "The Board will annually establish an audit committee to help the Board select an external auditor, confer with the auditor regarding the audit's scope, and oversee the audit process." **Note:** All board committees are subject to the Open Meetings Act (5 ILCS 120/).

The following optional sentence establishes a competitive process for selecting the external auditor; it prevents a long-term relationship with an auditor and reduces the possibility of audits being too routine or friendly: "The Board will annually advertise a request for proposals to perform the external audit." Substitute "periodically" for "annually" if desired.

[3] Requirements for the annual financial report are found in 105 ILCS 5/2-3.27 and 5/3-15.1; 23 Ill.Admin.Code §100.100. The last sentence of this section should be modified to align with local conditions.

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Inventories [4]

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the District pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. §200.313, if applicable.[5] The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law. [6]

Capitalization Threshold [7]

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of $~~5~~10,000 and have an estimated useful life greater than one year.

Disposition of District Property [8]

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that

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[4] The content of inventory records is at the district's discretion, with the exception of supplies and equipment that are governed by 2 C.F.R. §200.313. See f/n 5, below.

[5] 2 C.F.R. §200.313. The uniform federal rules that govern federal grant awards in 2 C.F.R. Part 200 apply to State-issued awards through the Grant Accountability Transparency Act (GATA) (30 ILCS 708/), unless exempted in whole or in part by the Governor's Office of Management of Budget. 30 ILCS 708/55. See www.isbe.net/gata for further information about the scope of GATA's application to federal awards and State-funded grant programs administered by the Ill. State Board of Education (ISBE). See sample administrative procedure 4:80-AP3, *Inventory Management for Federal and State Awards*. ISBE guidance is available at: www.isbe.net/Documents/fiscal_procedure_handbk.pdf and www.isbe.net/Pages/Federal-and-State-Monitoring.aspx.

[6] Id. In connection with ISBE's grant monitoring function, ISBE published a *Checklist for Equipment and Inventory Review* which requires an approved policy (or procedure) related to the management of equipment at: www.isbe.net/Pages/Federal-and-State-Monitoring.aspx. At the time of **PRESS** Issue 118's publication (Apr.2025), ISBE had not updated its Checklist to incorporate 2024 amendments made to 2 C.F.R. Part 200, including the increase in the capitalization threshold from $5,000 to $10,000.

[7] Optional. 23 Ill.Admin.Code §100.60 requires school boards to adopt a capitalization threshold, which can be done through policy. The capitalization threshold is a dollar figure above which the cost of an item will be included on financial statements and depreciated. A minimum threshold of $~~5~~10,000, or a lesser amount established by the board, and useful life greater than one year complies with the definition of *equipment* under federal grant rules. 2 C.F.R. §§200.1 and 200.313(e). ~~, but may be adjusted, and/or M~~multiple thresholds can be established~~.~~ for different categories of capital assets. Id. ~~2 C.F.R. §§200.1 and 200.313(e).~~ The Government Accounting Standards Board (GASB) Statement No. 34 at para. 115(e) states that a government should disclose its policy "for capitalizing assets and for estimating the useful lives of those assets." See GASB Statement 34 and Implementation Guide No. 2015-1 ~~*Guide to Implementation of GASB Statement 34 on Basic Financial Statements* (p.28).~~ both available at: www.gasb.org. District auditors may require or recommend a district have a more comprehensive capitalization policy and/or procedure. Such an accounting policy or procedure should be developed in consultation with the district's accounting professional(s) and tailored to reflect local conditions.

[8] The requirements in this section are specified in 105 ILCS 5/5-22 (allowing property constructed or renovated by students as part of a curricular program to be sold through the services of a licensed real estate broker subject to certain requirements), 5/10-22.8 (sale of personal property); and 2 C.F.R. §200.313(e) and (f) for federal awards and State awards governed by GATA. See f/n 5, above, regarding grant award requirements. A board that desires to act on the disposition of property having *any* value should use the following alternative to this section's last sentence: "Notwithstanding the above, the Superintendent or designee may unilaterally dispose of worthless personal property."

The recipient (through either sale or donation) of any discarded school bus must immediately: (1) remove, cover, or conceal the "SCHOOL BUS" signs and any other insignia or words indicating the vehicle is a school bus; (2) render inoperable or remove entirely the stop signal arm and flashing signal system; and (3) paint the school bus a different color from those under 625 ILCS 5/12-801. 625 ILCS 5/12-806(b).

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is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of a diminutive value. The Superintendent shall establish procedures for the disposition and, when permitted by the terms and conditions of the award, the retention of property acquired by the District under grant awards that comply with federal and State law.

Taxable Fringe Benefits [9]

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

Controls for Revolving Funds and Petty Cash [10]

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of $1,000. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks [11]

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School

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[9] The intent of this optional section is twofold: (1) to control personal use of district property and equipment; and (2) to ensure compliance with IRS rules. As to the first point, allowing personal use of district property or equipment is arguably prohibited by the Ill. Constitution, Art. VIII, Sec. 1 which states: "Public funds, property or credit shall be used only for public purposes." As to the second point, any fringe benefit an employer provides is taxable and must be included in the recipient's pay unless the law specifically excludes it. See Publication 15-B (2025~~2019~~), *Employer's Tax Guide to Fringe Benefits*, at: www.irs.gov/pub/irs-pdf/p15b.pdf.

[10] 105 ILCS 5/10-20.19(2); 23 Ill.Admin.Code §100.70. This paragraph's contents are mandatory, except for the $1,000 cap on the maximum balance of revolving funds. The cap amount may be changed or the following alternative used: "Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Superintendent consistent with the annual budget."

The School Code defines petty cash as a type of revolving fund. Id. It and other revolving funds carry a standard balance and are regularly reimbursed to maintain the standard balance amount (generally referred to as an *imprest system* of financial accounting). In practice, petty cash is paid out of a *de minimis* cash amount maintained by a fund custodian. Disbursement from a revolving fund other than petty cash is typically made against an imprest checking account, by an authorized signor who is readily available in the district, e.g., a superintendent or building principal. The authorized signor manages the revolving fund and requests the board to reimburse the fund for expenses incurred to bring the imprest account back to its standard balance.

[11] This section is largely up to the local board's discretion; additional controls may be added. The following alternative to the second sentence will mandate two signatories for checks:

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District must be signed by either the Treasurer or Board President, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

Internal Controls [12]

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud,

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Two of the following individuals: the Treasurer, Board President, and/or Board Vice -President, shall sign all checks issued by the School District, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

See sample policy 4:90, *Student Activity and Fiduciary Funds*, for more information about a board's responsibilities for *student activity funds* and *fiduciary funds*. A board must comply with State law requirements concerning the use of facsimile or electronic signatures on checks. The Secretary of State, Index Department, maintains certified manual signatures of officers authorized to sign checks. Uniform Facsimile Signature of Public Officials Act, 30 ILCS 320/. Electronic records and signatures are governed by the Uniform Electronic Transactions Act. 815 ILCS 333/. Attorneys disagree about the applicability of these laws to school districts.

[12] This section is largely up to the local board's discretion. The annual audit must include a "review and testing of the internal control structure." 23 Ill.Admin.Code §100.110. This review's limited scope means that boards should not rely on it to reveal uncontrolled financial risks. The board's responsibility is to establish policy to safeguard the district's financial condition. Indeed, the oath of office includes this promise: "I shall respect taxpayer interests by serving as a faithful protector of the school district's assets." In this sample policy, the board sets the control objectives and the superintendent is responsible for developing an internal controls system. In addition, ISBE has issued guidance on internal controls pursuant to its administration of the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/. See ISBE's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures*, at: www.isbe.net/Documents/fiscal_procedure_handbk.pdf, which states that "to establish a strong control environment, grantees must…[d]esign internal controls that are in compliance with guidance in *Standards for Internal Control in the Federal Government* issued by the Comptroller General of the United States" (a free resource, available at: www.gao.gov/assets/670/665712.pdf) or the *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (a fee-based resource, available at: www.coso.org/guidance-on-ic). Boards that wish to take a larger oversight role regarding internal controls may list the numbered sentences in the IASB sample administrative procedure 4:80-AP1, *Checklist for Internal Controls*, as required inclusions in the superintendent's program for internal controls. This alternative, for insertion at the end of this section's first paragraph, follows:

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

1. All financial transactions must be properly authorized and documented.
2. Financial records and data must be accurate and complete.
3. Accounts payable must be accurate and punctual.
4. District assets must be protected from loss or misuse.
5. Incompatible duties should be segregated, if possible.
6. Accounting records must be periodically reconciled.
7. Equipment and supplies must be safeguarded.
8. Staff members with financial or business responsibilities must be properly trained and supervised, and must perform their responsibilities with utmost care and competence.
9. Any unnecessary weaknesses or financial risks must be promptly corrected.

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waste, and abuse,[13] as well as employee error, misrepresentation by third parties, or other imprudent employee action.

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

LEGAL REF.: 2 C.F.R. §200 et seq.
30 ILCS 708/, Grant Accountability and Transparency Act, implemented by 44 Ill.Admin.Code 7000 et seq.
105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 et seq.
23 Ill.Admin.Code Part 100.

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

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[13] Unless specifically exempted, grantees receiving funds from any State agency, including ISBE, must comply with GATA and annually complete a *Fiscal and Administrative Internal Controls Questionnaire* (ICQ). The ICQ covers a number of different topics related to internal controls. Districts that are identified as having one or more areas of elevated risk based on their answers to the ICQ, are required to develop and implement corrective action to address the area(s). Districts that fail to take necessary corrective action to address weak areas of internal control put their grant funding at risk. One of the sections of the ICQ may address a grantee's internal controls for fraud, waste, and abuse, including whether the grantee has a *fraud awareness program*. See sample administrative procedures 4:80-AP1, *Checklist for Internal Controls*, and 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*, which incorporate ISBE-recommended practices related to fraud, waste, and abuse.

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Aligns w/ 4:80
Capital Assets moved to $10,000

Operational Services

Administrative Procedure - Inventory Management for Federal and State Awards

This procedure applies to property acquired by the District under federal grant awards or State grant awards governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/). [1]

Definitions

Property – real or personal property. 2 C.F.R. §200.1.

Equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10~~5~~,000. 2 C.F.R. §200.1.

~~*Supplies*~~ *Supply* – All tangible personal property other than equipment. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the District for financial statement purposes or $10,000, regardless of its useful life. 2 C.F.R. §200.1.

Acquisition Cost – The total cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software includes those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the District's regular accounting practices. 2 C.F.R. §200.1.

Roles and Responsibilities

Actor	Responsibility
Business Manager and/or Designee	Recordkeeping – 2 C.F.R. §200.313(d)(1) and (2) 1. Ensures all equipment purchased with grant funds is identified and marked as such. 2. Maintains an inventory list that includes the following: a. a description of the property b. a serial number or another identification number c. the source of funding for the property (including the Federal Award Identification Number (FAIN), if applicable) d. ~~who holds title~~the title holder e. the acquisition date

The footnotes should be removed before the material is used.

[1] The Grant Accountability and Transparency Act (GATA) adopts the federal uniform guidance codified at 2 C.F.R. Part 200 applicable to federal grant awards for all State grant awards, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill.Admin.Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education, see www.isbe.net/gata

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Actor	Responsibility
	f. the cost of the property g. the percentage of federal or State ~~participation in~~agency contribution towards the original purchase ~~the cost of the property~~ h. the location, use and condition of the property i. any ~~ultimate~~ disposition data including the date of disposal and sale price of the property. ~~i.~~j. any updates of property records when there is a change in the status of the property 3. ~~Takes~~ Conducts a physical inventory of the property and reconciles the results with the records at least once every two years. Maintenance and Safeguarding – 2 C.F.R. §200.313(d)(3) and (4) 1. Budgets for and schedules regular maintenance of the equipment when it is recommended by the manufacturer and arranges for repair of equipment when economically feasible. 2. Oversees implementation of the internal controls for the safeguarding of equipment and supplies required by administrative procedure 4:80-AP1, *Checklist for Internal Controls*. 3. Reports (or receives reports, if so designated) any fraud, waste, or abuse of property in accordance with administrative procedure 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*. 4. Investigates reports of property loss, damage, or theft. If appropriate, and in consultation with the Superintendent, makes a report to law enforcement for further investigation. Title and Use – 2 C.F.R. §200.313(a) and (c) 1. Ensures the equipment is used for the authorized purposes of the grant during the period of the grant, or until the property is no longer needed for the purposes of the project. 2. During the time that equipment is used on the project or program for which it was acquired, designates equipment available for use on other projects or programs currently or previously supported by the federal or State government, provided such use will not interfere with the work for which it was originally acquired, in the following order of priority: a. First preference is given to other programs or projects supported by the ~~awarding~~ federal or State agency that ~~financed the equipment~~funded the original program or project. b. Second preference is given to programs or projects under awards from other federal or State ~~awarding~~ agencies (in the case of federal awards, to activities under federal awards from other federal awarding agencies; ~~this includes~~these activities include consolidated equipment for information technology systems).

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Actor	Responsibility
	3. If the equipment is to be used for non-federally or non-State-funded programs or projects, considers charging user fees as appropriate. Any fees charged for equipment services acquired under an award must be equal to or greater than what a private company~~ies~~ would charge for ~~equivalent~~ similar services, unless specifically authorized by statute, for as long as the government retains an interest in the equipment. 4. While the equipment is being used for the originally authorized purpose, e~~E~~nsures that the title or other interest to the property is not disposed of or encumbered without the approval of the federal or State~~awarding~~ agency. Disposition – 2 C.F.R. §200.313(c) and (e) 1. Unless the ~~awarding~~ federal or State agency requires an equipment transfer, when equipment acquired under an award is no longer needed for the original project or program or for any other activities supported by a federal or State ~~awarding~~ agency, requests disposition instructions from the ~~awarding~~ federal or State agency, if required by the terms and conditions of the award. 2. If ~~an item of~~ equipment has a current ~~per unit~~ fair market value of $10~~5~~,000 or less (per unit), arranges for the retention, sale, or disposal of the equipment with no further ~~obligation~~ responsibility to the ~~awarding~~ federal or State agency. Notes the disposition of such items in the District's property records. 3. Except for awards exempted under 2 C.F.R. §200.312(b), or if the ~~awarding agency~~federal or State agency fails to provide requested disposition instructions within 120 days, arranges for the retention or sale of items of equipment with a current ~~per unit~~ fair-market value in excess of $10~~5~~,000 (per unit). The~~awarding agency~~ federal or State agency is entitled to an amount calculated by multiplying ~~the current market value or proceeds from sale by the awarding agency's percentage of participation in the cost of the original purchase~~the percentage of the federal or State agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the ~~awarding agency~~federal or State agency may permit the District to ~~deduct and~~ retain, from the federal or State ~~agency~~ share, $1,000~~500~~ ~~or ten percent~~ of the proceeds~~, whichever is less, for its~~ to cover expenses associated with the selling and handling ~~expenses~~of the equipment. 4. If applicable, arranges for the transfer of title to the property to the federal or State government or to an eligible third party, provided that~~in such cases,~~ the District is entitled to compensation for its attributable percentage of the current fair market value of the property. 5. If the District is authorized or required to sell the property, ensures compliance with Board policy 4:80, *Accounting and Audits*,

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Actor	Responsibility
	regarding the disposition of property, and follows proper sales procedures to ensure the highest possible return. 6. For items of equipment with an acquisition cost of $~~5~~10,000 or more: a. Obtains two signed bids from potential purchasers or two appraisals from authorized appraisers to determine the per unit current fair market value. b. If the per unit current fair market value is $~~5~~10,000 or more, follows the procedures outlined in the Ill. State Board of Education's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures* to obtain ISBE's approval, available at: ~~http://~~www.isbe.net/Documents/fiscal_procedure_handbk.pdf. **Note:** ISBE's *State and Federal Grant Administration Policy, Fiscal Requirements, and Procedures* (Mar. 2020) has~~d~~ not been updated as of the ~~publication~~ time of **PRESS** Issue 118's publication (Apr. 2025) for the definition of equipment and the increase from $5,000 to $10,000. 7. When appropriate, arranges for the trade-in of equipment to be replaced or sale of the ~~property~~ equipment when acquiring replacement equipment. Proceeds from the trade-in or sale may be used to offset the cost of the replacement equipment. **Note:** If the District fails to take appropriate disposition actions, the awarding agency may direct the District to take disposition actions. Retention – 2 C.F.R. §200.313(f) When included in the terms and conditions of the award, retains the equipment with permission from the federal or authorized State agency, with no further obligation to the federal or State agency unless prohibited by federal law or regulation.
Staff Members Who Receive Equipment/Supplies as Part of Their Job Duties	Title – 2 C.F.R. §200.313(a) and (d)(3) Use the equipment/supplies for the purposes authorized by the ~~grant~~ project during the ~~grant~~ period of performance, or until the property is no longer needed for the purposes of the project. Properly use the equipment in accordance with the manufacturer's instructions. Produce the equipment/supplies when requested by the Business Manager or designee, whether for inventory, scheduled maintenance, repair, or other purposes. Take reasonable steps to prevent damage to equipment and supplies in accordance with administrative procedure 4:80-AP1, *Checklist for Internal Controls*.

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Actor	Responsibility
	Report any fraud, waste, or abuse of property in accordance with administrative procedure 4:80-AP2, *Fraud, Waste, and Abuse Awareness Program*. Immediately report lost or stolen equipment/supplies to the Business Manager or designee. Return the equipment/supplies when requested by the Business Manager or designee or if it is no longer needed.

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Footnotes updated policy unchanged

Operational Services

Food Services [1]

Good nutrition shall be promoted in the District's meal programs and in other food and beverages that are sold to students during the school day. The Superintendent shall manage a food service program that complies with this policy and is in alignment with School Board policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*. [2]

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day.[3] *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law.[4] The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act. [5]

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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. Districts that participate in programs under the National School Lunch Act and Child Nutrition Acts must establish policies and procedures as are necessary to ensure compliance with 7 C.F.R. §210.1(b).

The Ill. State Board of Education (ISBE) limits the sale of competitive food and beverages sold to students on the school campus of any school that participates in the School Breakfast Program or the National School Lunch Program. 23 Ill.Admin.Code §305.15(a).

This policy's first sentence provides an opportunity for a school board to consider goals for the food service program and, if appropriate, amend the sentence. For example, a board may want to address the role of parents, alignment with curriculum, or the purpose of vending machines.

Subject to funding by the General Assembly, 105 ILCS 5/2-3.204, added by P.A. 103-1076, requires ISBE to secure one or more statewide master contracts for Halal and Kosher meals so districts may purchase them. If ISBE secures a master contract, it must notify districts of prepackaged meal options available under the contract. Districts may then purchase the prepackaged meals under the master contract. Districts must establish procedures regarding ordering, preparing, and serving prepackaged meal options offered under a statewide contract. Id.

[2] 7 C.F.R. Parts 210 & 220.

[3] Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq., as amended by the Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296); 7 C.F.R. §210.11(c).

[4] 7 C.F.R. §210.11(a)(2); 23 Ill. Admin. Code §305.5.

[5] 105 ILCS 125/5.5 ~~, added by P.A. 102-761,~~ requires districts that participate in the National School Lunch Program to provide a plant-based school lunch option that complies with federal nutritional standards to those students who submit a prior request to the district for the option. Districts may, but are not required to, incorporate a plant-based option into their planned menu as a means of compliance. See ISBE's *Dietary Accommodations* guidance, at: www.isbe.net/Documents/K-Accommodations.pdf.

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All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account. [6]

LEGAL REF.: 42 U.S.C. §1751 et seq., Russell B. National School Lunch Act.
42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
7 C.F.R. Parts 210 (National School Lunch Program) and 220 (School Breakfast Program).
105 ILCS 125/, School Breakfast and Lunch Program Act.
23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

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[6] This paragraph addresses the federal *requirements for competitive food* in 7 C.F.R. §210.11(b). This rule requires state agencies (ISBE) and/or [school districts] to "establish such policies and procedures as are necessary to ensure compliance with [the federal rules]. State agencies and/or [school districts] may impose additional restrictions on competitive foods...." ISBE's implementing rule, 23 Ill.Admin.Code §305.15(d), imposes additional restrictions by requiring "the revenue from any food or beverage meeting the competitive food standards sold to students in food service areas during the meal period accrue to the nonprofit school lunch program account."

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5 year Review

Operational Services

Exhibit - School Staff AED Notification Letter

On District letterhead

Date:

To: Staff members

Re: Notification to School Staff of the Physical Fitness Facility Medical Emergency Response Instructions and AED Availability

We would like to notify you about our plan for responding to medical emergencies that might occur in our physical fitness facilities or at other school athletic or event venues. This plan includes access to an Automated External Defibrillator (AED) in the following locations in these facilities:

Facility/Venue	Location
_____	_____
_____	_____
_____	_____

The AEDs are strategically placed and readily accessible to predetermined AED users to maximize rapid use. The AED is available during school hours and after school during any activity or program organized by the school and supervised by a school employee. The predetermined AED users are school nurses and any other person who has received AED training (American Heart Association, American Red Cross, or equivalent training) and has a completion card on file with the Superintendent. Any anticipated rescuers or users should now also be trained and certified.

The following information is posted with each AED:

1. Instructions to immediately call 911 and instructions for emergency care.
2. Instructions for using an AED.

Please contact me if you would like information on becoming a trained AED user. If you anticipate that your duties make you more likely to use an AED, you should become trained and certified. It is important to note that the Physical Fitness Facility Medical Emergency Preparedness Act and the Local Governmental and Governmental Employees Tort Immunity Act protect staff members from liability. We appreciate your support.

Sincerely,

Superintendent

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Attachments: Step-by-Step Emergency Response Plan (bottom of page 45 of 4:170-AP6, *Plan for Responding to a Medical Emergency at a Physical Fitness Facility with an AED*), *Cardiac Emergency Response Plan*

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Updated to reflect Title IX lawsuit reverts to 2020 Title IX law

General Personnel

Equal Employment Opportunity and Minority Recruitment [1]

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[1] Federal and State law (see the policy's Legal References) require that all districts have a policy on equal employment opportunities and control this policy's content. **This is a complex, confusing, and highly litigated area of the law; consult the board attorney for advice on the application of these laws to specific situations.**

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The School District shall provide equal employment opportunities[2] to all persons regardless of their race;[3] color; creed; religion;[4] national origin; sex;[5] sexual orientation;[6] age;[7] ancestry; marital status;[8]

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[2] *Equal employment opportunities* apply to virtually all terms and conditions of employment, e.g., discharge, hire, promotion, pay, demotion, and benefits (see the policy's Legal References). The Ill. Constitution protects the following categories from discrimination in employment: race, color, creed, national ancestry, sex, and handicap. Art. I, §§17, 18, and 19. The Ill. Human Rights Act (IHRA) protects the following categories from discrimination in employment, whether *actual* or *perceived*: race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, order of protection status, sexual orientation, pregnancy, reproductive health decisions, unfavorable discharge from military service, arrest record, conviction record (unless authorized by law), citizenship status, work authorization status. 775 ILCS 5/1-102(A), amended by P.A. ~~s 102-233, and~~ 103-785~~, eff. 1-1-25~~; 5/1-103, amended by P.A. ~~s 102-119, and 102-1102 and~~ 103-785~~, eff. 1-1-25~~; and 775 ILCS 5/2-103.1. The IHRA also prohibits employers from using artificial intelligence (AI) in a manner that subjects employees to unlawful discrimination, and it requires employers to provide notice to employees when it uses AI with respect to recruitment, hiring, promotion, renewal of employment, selection for training, discharge, discipline, tenure, or the terms, privileges, or conditions of employment. 775 ILCS 5/2-102(L), added by P.A. 103-804, eff. 1-1-26. ~~For resources on the use of AI in employment decisions, see www.eeoc.gov/ai.~~

The IHRA requires employers to annually disclose to the Ill. Dept. of Human Rights (IDHR) certain information about adverse judgments and administrative rulings where there was a finding of sexual harassment or unlawful discrimination under any federal, State, or local law, as well as data regarding settlement agreements, if requested by an IDHR investigator. 775 ILCS 5/2-108 (scheduled to be repealed on 1-1-30).

Title VII of the Civil Rights Act of 1964 (Title VII) prohibits discrimination because of an individual's race, color, religion, sex, or national origin. 42 U.S.C. §2000e et seq., amended by The Lilly Ledbetter Fair Pay Act of 2009 (LLFPA), Pub.L. 111-2.

Under the Workplace Transparency Act ~~(WTA)~~ (820 ILCS 96/), employers may not, as a condition of employment or continued employment, prevent prospective or current employees from making truthful statements or disclosures about alleged unlawful employment practices, including discrimination. Id. at 96/1-25.

The LLFPA clarifies that a discriminatory compensation decision or other practice occurs each time an employee is paid or receives a last benefits check pursuant to the discriminatory compensation decision as opposed to only from the time when the discriminatory compensation decision or other practice occurred. The ~~Act~~LLFPA has no legislative history available to define what the phrase *or other practice* might mean beyond a discriminatory compensation decision; however, in a guidance document, the U.S. Equal Employment Opportunity Commission (EEOC) states that practices "may include employer decisions about base pay or wages, job classifications, career ladder or other noncompetitive promotion denials, tenure denials, and failure to respond to requests for raises." See *Equal Pay Act of 1963 and Lilly Ledbetter Fair Pay Act of 2009* (2014), at: www.eeoc.gov/laws/guidance/equal-pay-act-1963-and-lilly-ledbetter-fair-pay-act-2009.

The Ill. Equal Pay Act of 2003 (EPA) offers additional protection by prohibiting the payment of wages to one sex less than the opposite sex or to an African-American less than a non-African-American *for the same or substantially similar work*. 820 ILCS 112/. The Ill. Dept. of Labor (IDOL) enforces the EPA. The EPA also prohibits employers from requesting or requiring applicants to disclose wage or salary history as a condition of being considered for employment or as a condition of employment. Id. at 112/10(b-5). If an applicant voluntarily offers such information without prompting, an employer still cannot use that information in making an offer or determining future pay. See sample administrative procedure 5:30-AP1, *Interview Questions*, for sample permissible inquiries on this topic. Employers may seek wage or salary history from an applicant's current or former employer if that information is a matter of public record under the Freedom of Information Act (FOIA); however, districts that wish to undertake such searches should exercise caution; the fact a district seeks out publicly available wage information could still be used against it in a pay discrimination claim. Id. at 112/10(b-10). Consult the board attorney for further guidance.

While not exhaustive, other laws protecting these and additional classifications are named in subsequent footnotes.

[3] The IHRA defines race to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. The law allows employers to implement dress codes or adopt grooming policies that include restrictions on attire, clothing, or facial hair to maintain workplace safety or food sanitation. 775 ILCS 5/2-102(E-5). Title VII does not have a definition of race, but EEOC guidance provides that "[r]ace discrimination includes discrimination on the basis of ancestry or physical or cultural characteristics associated with a certain race, such as skin color, hair texture or styles, or certain facial features." See the EEOC's *Questions and Answers about Race and Color Discrimination in Employment*, at: www.eeoc.gov/laws/guidance/questions-and-answers-about-race-and-color-discrimination-employment.

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[4] 775 ILCS 5/2-102 of the IHRA~~, amended by P.A. 102-233,~~ contains a *religious discrimination* subsection. It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. 775 ILCS 5/2-102(E-5). Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. Id.

Regarding accommodation of an employee's religious practice under Title VII~~EEOA~~, the U.S. Supreme Court held in the case Groff v. DeJoy, 600 U.S. 447 (2023), that *undue hardship* means a burden that is "substantial in the overall context of an employer's business", rather than a mere *de minimis* standard. Id. at 468. In addition to the IHRA and Title VII (also discussed in f/n 2), see 775 ILCS 35/, Religious Freedom Restoration Act.

[5] Discrimination on the basis of sex under Title VII includes discrimination on the basis of sexual orientation or transgender status. Bostock v. Clayton Cnty., 140 S.Ct. 1731 (2020); Hively v. Ivy Tech, 853 F.3d 339 (7th Cir. 2017). In addition to the IHRA and Title VII (discussed in f/n 2), see Title IX of the Education Amendments of 1972 (Title IX). 20 U.S.C. §1681 et seq.; 34 C.F.R. Part 106. See sample policy 2:265, *Title IX Grievance Procedure*. The federal Equal Pay Act prohibits an employer from paying persons of one sex less than the wage paid to persons of the opposite sex for equal work. 29 U.S.C. §206(d). See f/n 2 above for more information on State equal pay protections, including on the basis of sex. The LLFPA defines *date of underpayment* as each time wages are underpaid. Employees have one year from the time they become aware of the underpayment to file a complaint with the IDOL. 820 ILCS 112/15(b).

[6] *Sexual orientation* means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity: it does not include a physical or sexual attraction to a minor by an adult. 775 ILCS 5/1-103(O-1).

[7] Age Discrimination in Employment Act (ADEA) (29 U.S.C. §621 et seq.), amended by LLFPA (see f/n 2). 29 C.F.R. Part 1625, amended the EEOC regulations under ADEA to reflect the U.S. Supreme Court's decision in General Dynamic Systems, Inc. v. Cline, 540 U.S. 581 (2004), holding the ADEA permits employers to favor older workers because of age. Thus, favoring an older person over a younger person is not unlawful discrimination, even when the younger person is at least 40 years old.

[8] 105 ILCS 5/10-22.4 and 775 ILCS 5/1-103(Q). The term *marital status* means an individual's legal status of being married, single, separated, divorced, or widowed. 775 ILCS 5/1-103(J). This statutory definition does not encompass the identity of one's spouse. Thus, school districts may adopt no-spouse policies. Boaden v. Dept. of Law Enforcement, 171 Ill.2d 230 (Ill. 1996).

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arrest record;[9] military status; order of protection status;[10] unfavorable military discharge;[11] citizenship status provided the individual is authorized to work in the United States;[12] work authorization status;[13] use of lawful products while not at work;[14] being a victim of domestic violence, sexual violence, gender

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[9] Districts may not make employment decisions on the basis of arrest history, but may use job-disqualifying criminal convictions provided specific conditions are met. 775 ILCS 5/2-103 and 5/2-103.1. See f/n 21, below. The Job Opportunities for Qualified Applicants Act, 820 ILCS 75/15, prohibits an employer from asking about a criminal record until the employer determines that the applicant is qualified for the position; however, this does not apply when employers are required to exclude applicants with certain criminal convictions from employment. School employers should limit their requests for criminal convictions to *job-disqualifying* convictions, as permitted by the IHRA. 775 ILCS 5/2-103.1. See also the IDHR's guidance, *Conviction Record Protection – Frequently Asked Questions*, at: https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html and the EEOC's guidance, *Consideration of Arrest and Conviction Records in Employment Decisions* (2012), at: www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

[10] 775 ILCS 5/1-103(Q). The term *order of protection status* means a person protected under an order of protection issued pursuant to the Ill. Domestic Violence Act of 1986 (750 ILCS 60/), Article 112A of the Code of Criminal Procedure of 1963 (725 ILCS 5/112A-1.5), the Stalking No Contact Order Act (740 ILCS 21/), the Civil No Contact Order Act (740 ILCS 22/), or an order of protection issued by a court of another state. 775 ILCS 5/1-103(K-5).

[11] *Military status* means a person's status on active duty or in status as a veteran in the U.S. Armed Forces, veteran of any reserve component of U.S. Armed Forces, or current member or veteran of the Ill. Army National Guard or Ill. Air National Guard. 775 ILCS 5/1-103(J-1). *Unfavorable military discharge* does not include those characterized as RE-4 or *dishonorable*. 775 ILCS 5/1-103(P). The Uniformed Services Employment and Reemployment Rights Act of 1994 prohibits employers from discriminating or retaliating against any person for reasons related to past, present, or future service in a *uniformed service*. 38 U.S.C. §4301 et seq.

[12] 775 ILCS 5/1-102(C). According to the Immigration Reform and Control Act of 1986, all employers must verify that employees are either U.S. citizens or authorized to work in the U.S. 8 U.S.C. §1324(a) et seq.

[13] 775 ILCS 5/2-102(A)~~, amended by P.A. 102-233~~. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L)~~, added by P.A. 102-233~~. Under the IHRA, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G)~~, amended by P.A. 102-233~~; 775 ILCS 5/2-104(D)~~, added by P.A. 102-233~~.

[14] The Right to Privacy in the Workplace Act prohibits discrimination based on use of lawful products, e.g., alcohol, cannabis, and tobacco, off premises during non-working hours. 820 ILCS 55/5.

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violence, or any other crime of violence;[15] genetic information;[16] physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation;[17] pregnancy, childbirth, or related medical conditions;[18] reproductive health decisions;[19] credit history, unless a satisfactory credit history is an established bona fide occupational

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[15] 820 ILCS 180/30~~, amended by P.A.s 102-187 and 102-890~~. Victims' Economic Security and Safety Act (VESSA). *Gender violence* means: (1) one or more acts of violence or aggression that are a criminal offense under State law committed, at least in part, on the basis of a person's actual or perceived sex or gender, (2) a physical intrusion or invasion of a sexual nature under coercive conditions that is a criminal offense under State law, or (3) a threat to commit one of these acts. 820 ILCS 180/10(12.5). In certain circumstances, an employer can be held liable for gender-related violence that occurs in the workplace if the employer failed to investigate complaints or failed to supervise, train, or monitor an employee who engaged in the violence. 740 ILCS 82/11, added by P.A. 103-202, Gender Violence Act. *Other crime of violence* under VESSA means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence), or similar provision of the Criminal Code of 1961. 820 ILCS 180/10(2.5)~~, added by P.A. 102-187~~.

An employer is prohibited from discriminating against any individual, e.g., an applicant for employment, because he or she "is an employee whose employer is subject to Section 21 of the Workplace Violence Prevention Act." The Workplace Violence Prevention Act allows an employer to seek a *workplace protection restraining order* when there is a credible threat of violence at the workplace. 820 ILCS 275/. The law requires the employer seeking a *workplace protection restraining order* to notify the employee who is a victim of *unlawful violence*. 820 ILCS 275/21.

[16] Illinois' Genetic Information Privacy Act (GIPA) (410 ILCS 513/25) and Title II of Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.). Both laws protect job applicants and current and former employees from discrimination based on their genetic information. Note that GIPA provides greater protections to Illinois employees than Title II of GINA. GIPA prohibits employers from penalizing employees who do not disclose genetic information or do not choose to participate in a program requiring disclosure of the employee's genetic information. See f/n 12 in sample policy 2:260, *Uniform Grievance Procedure*, for the definition of genetic information and a detailed description of both statutes, including of Title I of GINA affecting the use of genetic information in health insurance. The EEOC vacated certain 2016 ADA and GINA wellness program regulations following an adverse court ruling. 83 Fed. Reg. 65296. Those rules provided guidance to employers on the extent to which they could use incentives (such as discounted health plan costs) to encourage employees to participate in wellness programs that asked for employee and family health information. Consult the board attorney for guidance regarding specific application of ADA and GINA and how they integrate with other related laws, e.g., the Family Medical Leave Act and other State laws governing time off for sickness and workers' compensation.

[17] Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.), amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub. L. 110-325) and modified by the LLFPA; Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.).

[18] 775 ILCS 5/2-102(I). Employers must provide reasonable accommodations to employees with conditions related to pregnancy, childbirth, or related conditions. 775 ILCS 5/2-102(J). Guidance from the IDHR is available at: https://dhr.illinois.gov/publications/pregnancy-rights.html. Employers are required to post a notice summarizing the right to be free from unlawful discrimination and the right to certain reasonable accommodations. 775 ILCS 5/2-102(K). The IDHR is required to prepare such a notice, retrievable from its website, which employers may use.

Federal law also prohibits employers from discriminating against employees and applicants on the basis of pregnancy, childbirth, or related medical conditions. 42 U.S.C. §2000e(k). Similar to the IHRA, the federal Pregnant Workers Fairness Act (PWFA) (42 U.S.C. §2000gg et seq.), added by Pub.L 117-328 and implemented by 29 C.F.R. Part 1636, requires employers to provide reasonable accommodations to an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship. For further information about implementation of the PWFA, see the EEOC's *Summary of Key Provisions of EEOC's Final Rule to Implement the PWFA*, at: www.eeoc.gov/summary-key-provisions-eeocs-final-rule-implement-pregnant-workers-fairness-act-pwfa. Pregnant workers with pregnancy-related impairments may also have disabilities for which they may be entitled to reasonable accommodation under the ADA. Guidance from the EEOC is available at: www.eeoc.gov/pregnancy-discrimination. State law also prohibits the State, which includes school districts, from interfering with or discriminating against an individual's fundamental right to continue a pregnancy or to have an abortion. 775 ILCS 55/.

[19] 775 ILCS 5/1-102(A) and 5/1-103(Q), amended by P.A. 103-785~~, eff. 1-1-25~~. *Reproductive health decisions* means a person's decisions regarding their use of: contraception; fertility or sterilization care; assisted reproductive technologies; miscarriage management care; healthcare related to the continuation or termination of pregnancy; or prenatal, intranatal, or postnatal care. Id. at 5/1-103(O-2).

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requirement of a particular position;[20] conviction record, unless authorized by law;[21] family responsibilities;[22] or other legally protected categories.[23] [24] [25] [26] No one will be penalized solely for

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[20] 820 ILCS 70/, Employee Credit Privacy Act. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. Id. at 70/10.

[21] 775 ILCS 5/2-103.1(A). The IHRA prohibits an employer from *disqualifying* or taking other *adverse action* against an applicant or employee based on a *conviction record* unless: (1) otherwise authorized by law; (2) there is a *substantial relationship* between the criminal offense and the employment sought; or (3) granting the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Id. Disqualification or adverse action includes refusal to hire, segregation, and actions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment. Id. If a board wants to terminate or take other adverse action against a *current* district employee based in whole or in part on a conviction record, it still must comply with all applicable statutory, policy, and bargaining agreement provisions. Boards should consult the board attorney to ensure all legal obligations are met.

Districts that wish to disqualify or take other adverse action against an applicant or employee based on a conviction record must first engage them in an *interactive assessment*, providing the individual with the opportunity to submit evidence in mitigation or to dispute the accuracy of the conviction record. See sample policy 5:30, *Hiring Process and Criteria*, at f/n 5, and sample administrative procedure 5:30-AP2, *Investigations*, for more information.

[22] 775 ILCS 5/2-102(A), amended by P.A. 103-797, ~~eff. 1-1-25~~, prohibits an employer from refusing to hire, segregating, harassing, or making other employment-related decisions on the basis of an employee's family responsibilities. *Family responsibilities* means an employee's actual or perceived provision of *personal care* to a *covered family member*, as those terms are defined in the Employee Sick Leave Act, 820 ILCS 191/5.

[23] Insert the following optional sentence (775 ILCS 5/1-103(A) and 29 U.S.C. §631):

Age, as used in this policy, means the age of a person who is at least 40 years old.

[24] Insert the following optional provision (29 U.S.C. §705(10)(A)-(B), (20)(C)(v), (20)(D) and 42 U.S.C. §12114):

Handicap and *disability*, as used in this policy, excludes persons:

1. Currently using illegal drugs;
2. Having a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of the job; or
3. Whose current alcohol use prevents them from performing the job's duties or constitutes a direct threat to the property or safety of others.

Persons who have successfully completed or are participating in a drug rehabilitation program are considered *disabled*.

[25] Districts may not make residency in the district a condition of employment for teachers or educational support personnel. 105 ILCS 5/24-4.1, 5/10-23.5. This ban on residency requirements for teachers applies only to instructional personnel, and not, for example, to assistant principals. Owen v. Kankakee Sch. Dist., 261 Ill.App.3d 298 (3rd Dist. 1994). Districts also may not ask an applicant, or the applicant's previous employer, whether the applicant ever received, or filed a claim for, benefits under the Workers' Compensation Act or Workers' Occupational Diseases Act. 820 ILCS 55/10(a). Districts are also prohibited from requiring, requesting, or coercing an employee or potential employee to provide a user name and password or any password or other related account information to gain or demand access to his or her personal online account. 820 ILCS 55/10(b). While the law does not prohibit employers from viewing public information, consult the board attorney before engaging in this practice.

[26] School districts must accommodate employees who choose to continue breastfeeding after returning to work. See 740 ILCS 137/, Right to Breastfeed Act; 820 ILCS 260/, Nursing Mothers in the Workplace Act (NMWA); and 29 U.S.C. §218d, added by Pub.L. 117-328. At least one court has ruled an implied private right of action may exist under the NMWA. Spriesch v. City of Chicago, 2017 WL 4864913 (N.D.Ill. 2017). See sample language for a personnel handbook in sample administrative procedure 5:10-AP, *Workplace Accommodations for Nursing Mothers*.

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his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/. [27]

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager under Board policy 2:260, *Uniform Grievance Procedure*, or in the case of denial of equal employment opportunities on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information. [28]

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager under Board policy 2:260, *Uniform Grievance Procedure*.~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~

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[27] 410 ILCS 130/40; 77 Ill.Admin.Code Part 946. To legally use medical cannabis, an individual must first become a *registered qualifying patient*. Their *use* of cannabis, e.g., permissible locations, is governed by the Compassionate Use of Medical Cannabis Program Act. 410 ILCS 130/. There are many situations in which no one, even a registered qualifying patient, may possess or use cannabis except as provided under *Ashley's Law* (105 ILCS 5/22-33), including in a school bus or on the grounds of any preschool or primary or secondary school. 410 ILCS 130/30(a)(2) & (3). See sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, at f/n 9 for further discussion.

[28] 775 ILCS 5/6-101, amended by P.A. 103-472. Discrimination on the basis of a request for or use of a reasonable accommodation is a civil rights violation under the IHRA. Id. Most discrimination laws prohibit retaliation against employees who oppose practices made unlawful by those laws, including, for example, Title VII, Title IX, ADA, ADEA, VESSA, the EPA, and the Ill. Whistleblower Act (IWA).

The IWA prohibits employers from retaliating against employees who disclose or threaten to disclose information to a government or law enforcement agency about an employer's activity, policy, or practice that the employee believes, in good faith: (1) violates a State or federal law, rule, or regulation, or (2) poses a substantial and specific danger to employees, public health, or safety. 740 ILCS 174/15(b), amended by P.A. 103-867~~, eff. 1-1-25~~. See 740 ILCS 174/15, 20, 20.1, and 20.2, amended by P.A. 103-867~~, eff. 1-1-25~~, for other specific categories of retaliation prohibited by the IWA.

The Ill. False Claims Act defines *State* to include school districts. 740 ILCS 175/2(a). Thus, boards may seek a penalty from a person for making a false claim for money or property. 740 ILCS 175/4. For information regarding the IWA and the tort of retaliatory discharge, see Thomas v. Guardsmark, 487 F.3d 531 (7th Cir. 2007)(discussing the elements of retaliatory discharge and IWA); Sherman v. Kraft General Foods, Inc., 272 Ill.App.3d 833 (4th Dist. 1995)(finding employee who reported asbestos hazard had a cause of action for retaliatory discharge).

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The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [29]

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. [30]

Nondiscrimination Coordinator: [31]

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Complaint Managers:

Logan Hopper
Name

Address

Email

Telephone

Janet Gladu
Name

Address

Email

Telephone

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

[29] Title IX regulations require districts to designate and authorize at least one employee to coordinate efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. See f/ns 24 and 25 in sample policy 2:260, *Uniform Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. ~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator," insert a hard return to create a new paragraph, and insert "The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

[30] ~~Title IX regulations require districts to designate and authorize at least one employee to coordinate their efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. See f/ns 22 and 23 in sample policy 2:260, *Uniform Grievance Procedure*.~~

Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs. While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

[31] ~~Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~

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The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.[32]

Minority Recruitment [33]

The District will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the District to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

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[32] In addition to notifying employees of the Uniform Grievance Procedure, a district must notify them of the person(s) designated to coordinate the district's compliance with Title IX and the Rehabilitation Act of 1973. 34 C.F.R. §§106.8(a), 104.8(a). ~~The Nondiscrimination Coordinator may be the same individual for both this policy and sample policy 7:10, *Equal Educational Opportunities*, as well as a Complaint Manager for sample policy 2:260, *Uniform Grievance Procedure*.~~ A comprehensive faculty handbook can provide required notices, along with other important information, to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and school board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.

[33] All districts must have a policy on minority recruitment. 105 ILCS 5/10-20.7a. Unlike minority recruitment efforts, affirmative action plans are subject to significant scrutiny because of the potential for reverse discrimination. The U.S. Constitution's guarantee of equal protection prohibits school districts from using racial hiring quotas without evidence of past discrimination. See 29 C.F.R. §1608.1 et seq. (EEOC's guidelines for affirmative action plans); Wygant v. Jackson Bd. of Ed., 476 U.S. 267 (1986) (The goal of remedying societal discrimination does not justify race-based layoffs.); City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) (Minority contractor quota struck; quotas must be narrowly tailored to remedy past discrimination and the city failed to identify the need for remedial action and whether race-neutral alternatives existed.).

The IHRA states that it shall not be construed as requiring any employer to give preferential treatment or special rights based on sexual orientation or to implement affirmative action policies or programs based on sexual orientation. 775 ILCS 5/1-101.1.

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LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §206(d), Equal Pay Act.
29 U.S.C. §218d, Fair Labor Standards Act.
29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
29 U.S.C. §701 et seq., Rehabilitation Act of 1973.
38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act (1994).
42 U.S.C. §1981 et seq., Civil Rights Act of 1991.
42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. Part 1601.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.
42 U.S.C. §2000gg et seq., Pregnant Workers Fairness Act; 29 C.F.R. Part 1636.
42 U.S.C. §2000e(k), Pregnancy Discrimination Act.
42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.
Ill. Constitution, Art. I, §§17, 18. and 19.
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.
410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 513/25, Genetic Information Privacy Act.
740 ILCS 174/, Ill. Whistleblower Act.
775 ILCS 5/1-103, 5/2-101, 5/2-102, 5/2-103, 5/2-103.1, 5/2-104(D) and 5/6-101, Ill. Human Rights Act.
775 ILCS 35/, Religious Freedom Restoration Act.
820 ILCS 55/10, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 75/, Job Opportunities for Qualified Applicants Act.
820 ILCS 112/, Ill. Equal Pay Act of 2003.
820 ILCS 180/30, Victims' Economic Security and Safety Act.
820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

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Updated to reflect Title IX lawsuit
Reverts to Title IX 2020 law

General Personnel

Workplace Harassment Prohibited [1]

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or

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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. Federal law requires districts to take action to prevent sexual harassment and to disseminate a policy regarding its prohibition of sex discrimination. 29 C.F.R. §1604.11(f); 34 C.F.R. §106.8(b). State law requires districts to establish a policy to prohibit sexual harassment. 5 ILCS 430/70-5(a). See f/n 4 below. Harassment based on a protected status is a form of discrimination that violates many State and federal laws (see the policy's Legal References).

Workplace harassment policies have typically focused on *sexual* harassment since it receives the most attention. However, the broad prohibitions against discrimination in State and federal civil rights laws will cover harassing conduct that is motivated by animus against any protected status. See Porter v. Erie Foods Int'l, Inc., 576 F.3d 629 (7th Cir. 2009) (recognizing a cause of action for race harassment). For a list of protected statuses, see sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. This policy prohibiting harassment has a separate section on sexual harassment because of the extensive statutory and case law regarding it.

Under the Ill. Human Rights Act (IHRA), harassment is unlawful if it has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. 775 ILCS 5/2-101(E-1). *Working environment* is not limited to a physical location to which an employee is assigned. Id. Harassment is unlawful on the basis of the specifically-listed categories in this policy whether that status is *actual* or *perceived*. Id.

An employer is liable under Title VII of the Civil Rights Act of 1964 (Title VII) for an employee's harassment of a co-worker if the employer was negligent with respect to the offensive behavior by, for example, failing to take remedial action when it knew or should have known about the harassment. 42 U.S.C. §2000e et seq. An employer is liable under the IHRA for harassment by its nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A). However, when the perpetrator is the victim's supervisor, the employer will be vicariously liable for the supervisor's actions. Lack of knowledge of a supervisor's misconduct is no defense. Burlington Indus. v. Ellerth, 524 U.S. 742 (1998); Faragher v. City of Boca Raton, 524 U.S. 775 (1998). A *supervisor* is someone who has the authority to demote, discharge, or take other negative job action against the victim. Vance v. Ball State Univ., 570 U.S. 421 (2013). Note that the IHRA (775 ILCS 5/2-102(D)) imposes strict liability on the employer when an employee has been sexually harassed by supervisory personnel regardless of whether the harasser has any authority over the complainant. Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009). Additionally, under the IHRA, an employer is liable for the harassment of *nonemployees* by nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A-10) and (D-5). Nonemployees are those who are directly performing services for an employer pursuant to a contract, such as contractors or consultants. Id.

Not all harassing conduct is unlawful discrimination, even if it is disruptive and hurtful. If a board wants to include language in this policy prohibiting employees from engaging in intimidating or offensive conduct that is *not* a civil rights violation, it should consult the board attorney.

For additional resources, see the EEOC's *Enforcement Guidance on Harassment in the Workplace* at: www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace and its accompanying summary at: www.eeoc.gov/summary-key-provisions-eeoc-enforcement-guidance-harassment-workplace.

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abusive conduct on the basis of an individual's actual or perceived race[2], color, religion[3], national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, family responsibilities,[4] reproductive health decisions,[5] order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited.*

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited [6]

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by

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[2] See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 3, for information about the definition of *race*.

[3] The IHRA contains a *religious discrimination* subsection. 775 ILCS 5/2-102(E-5). It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 4, for further discussion. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. Id. Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. Id.

[4] 775 ILCS 5/2-101(E-1), amended by P.A. 103-797~~, eff. 1-1-25~~. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 22, for additional information.

[5] 775 ILCS 5/1-102(A) and 5/1-103(Q), amended by P.A. 103-785~~. eff. 1-1-25~~. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 19, for additional information.

[6] The IHRA (775 ILCS 5/2-102(D)) provides that sexual harassment is a civil rights violation:

> For any employer, employee, agent of any employer, employment agency or labor organization to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

See sample policy 2:265, *Title IX Grievance Procedure*, for the definition of Title IX sexual~~-based~~ harassment (20 U.S.C. §1681 et seq.~~; 34 C.F.R. §106.2~~), and see f/n 3 of it for examples of employee sexual~~-based~~ harassment that may violate Title IX. Title IX's reach is broad because an alleged *complainant* or alleged *respondent* may be *anyone* ~~who was participating or attempting to participate~~ in the district's educational program or activity ~~at the time of the alleged sex discrimination, and *respondent* means a person alleged to have violated the district's prohibition on sex discrimination~~. ~~34 C.F.R. §106.2.~~ This includes applicants for employment, students, parents/guardians, any employee, and third parties. Districts are liable for Title IX sexual harassment when *any* district employee has ~~information about conduct that may reasonably constitute sex discrimination~~actual knowledge of sexual harassment or allegations of sexual harassment against anyone in the district (except when the only employee with knowledge is the perpetrator of the alleged sexual harassment). 34 C.F.R. §106.30~~(1)(e)(1)~~.

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State and federal law. The District provides annual sexual harassment prevention training in accordance with State law. [7]

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.[8] Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees*[9] (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may

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The State Officials and Employees Ethics Act (SOEEA) (5 ILCS 430/70-5(a)) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20.

The policy must include, at a minimum: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights (IDHR); (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official of a governmental unit. 5 ILCS 430/70-5(a). Sample policy 2:105, *Ethics and Gift Ban*, covers item (5) of this list.

[7] 775 ILCS 5/2-109. ~~See sample policy 5:100, *Staff Development Program*.~~ Districts may use a free, online model program to be offered by the Ill. Dept. of Human Rights (IDHR), develop their own program, or utilize a combination of the two, as long as it includes the following, at a minimum: (1) an explanation of sexual harassment consistent with the IHRA, (2) examples of conduct that constitutes unlawful harassment, (3) a summary of relevant federal and State law concerning sexual harassment and remedies available to victims of sexual harassment, and (4) a summary of responsibilities of employers in the prevention, investigation, and corrective measures of sexual harassment. Id. at 5/2-109(B). For IDHR's online model program, see its *Model Sexual Harassment Prevention Training Program* page at: https://www2.illinois.gov/dhr/Training/Pages/State-of-Illinois-Sexual-Harassment-Prevention-Training-Model.aspx. Employers that fail to comply with this training requirement may face financial penalties. Id. Training on other types of workplace harassment is not required by law; however it is best practice.

[8] This definition is from State and federal law. 775 ILCS 5/2-101(E) and 29 C.F.R. §1604.11. *Working environment* is not limited to a physical location to which an employee is assigned. 775 ILCS 5/2-101(E). The harassing conduct must be severe or pervasive so as to alter the conditions of the employee's work environment by creating a hostile or abusive situation. Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004). The surrounding circumstances, expectations, and relationships will distinguish between teasing or rough-housing and conduct that a reasonable person would find severely hostile or abusive. In addition, while same-sex gender harassment claims are actionable, the victim must show that s/he suffered disadvantageous employment conditions to which members of the other sex were not exposed. Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).

[9] 775 ILCS 5/2-102(A-10) and (D-5). See also f/n 1, above, for discussion regarding nonemployees.

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choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

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

Whom to Contact with a Report or Complaint [10]

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, Title IX Coordinator, and/or a Complaint Manager. [11]

An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator,[12] and Complaint Managers. ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~ ~~[13]~~

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

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

[11] 5 ILCS 430/70-5(a) requires that a school board policy prohibiting sexual harassment include details for reporting an allegation of sexual harassment, including options for making a confidential report to a supervisor and an ethics officer. 5 ILCS 430/20-23 defines ethics officers as being designated by State agencies under the jurisdiction of the Executive Ethics Commission. School districts are not State agencies (5 ILCS 430/1-5) and do not have ethics officers; thus, this sample policy substitutes Complaint Manager for ethics officer. Note also that the IDHR has established a Sexual Harassment Hotline Call Center and website to help the public find resources and assistance for the filing of sexual harassment complaints. The hotline can be reached Monday through Friday with the exception of State holidays, between the hours of 8:30 a.m. and 5:00 p.m., at 1-877-236-7703. See https://shdh.illinois.gov/. All communications received by the IDHR are exempt from disclosure under the Freedom of Information Act (FOIA).

[12] Title IX regulations require districts to identify the Title IX Coordinator by name, office address, email address, and telephone number. For further discussion of the Title IX Coordinator, see f/n 17~~+~~ in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

~~[13] Title IX regulations require districts to designate and authorize at least one employee, referred to as the Title IX Coordinator, who is responsible for coordinating the district's compliance efforts identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 181 in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.~~

~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator." and supplement the previous sentence to state "The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

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Nondiscrimination Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Complaint Managers:

Ryan Hopper
Name

Address

Email

Telephone

Janet Gladu
Name

Address

Email

Telephone

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager.[11] Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual ~~-based~~ harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the ~~Nondiscrimination~~Title IX Coordinator or designee[15] shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure*, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.*

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

~~11 If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager."~~

~~15 "Nondiscrimination Coordinator or designee" is used where Title IX is potentially implicated. In contrast, if Title IX is likely not implicated then "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see next paragraph in policy text). If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, delete "Nondiscrimination" and insert "Title IX" in its place.~~

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For any other alleged workplace harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[16] should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel [17]

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

Enforcement [18]

A violation of this policy by an employee may result in discipline, up to and including discharge.[19] A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee,

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[16] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards* and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

[17] Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident* of *sexual abuse* of any child within any Illinois counties served by a CAC). For further discussion see f/n 14 in sample policy 5:90, *Abused and Neglected Child Reporting*.

[18] See Berry v. Delta Airlines, 260 F.3d 803, 811 (7th Cir. 2001) ("If an employer takes reasonable steps to discover and rectify the harassment of its employees ... it has discharged its legal duty.")

In addition to violating other civil rights laws, a school district violates the *public accommodations* article in the IHRA if it fails to take corrective action to stop severe or pervasive harassment. 775 ILCS 5/5-102 and 5/5-102.2, amended by P.A.s ~~102-1102 and~~ 103-472.

[19] 5 ILCS 430/70-5(a)(consequences of a violation of the prohibition on sexual harassment). When discharge is the penalty, examine 50 ILCS 205/3c. It requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the IHRA or Title VII. Id. Additionally, under the Workplace Transparency Act (WTA), employers may not require confidentiality clauses in settlement or termination agreements involving alleged unlawful employment practices under federal or State civil rights laws, except under specific conditions. 820 ILCS 96/1-30.

Prior to the passage of 50 ILCS 205/3c and the WTA, members of the public could already access copies of severance agreements between school districts and their former employees under FOIA. The Ill. Atty. Gen. Public Access Counselor (PAC) directed a public body to release a settlement agreement that arose out of claims of sexual harassment. PAO 14-4. The PAC noted that the public body could not withhold the entire settlement agreement under 5 ILCS 140/7(1)(c), which exempts personal information that would constitute a clearly unwarranted invasion of privacy. Instead, it could redact personal information from the agreement, such as the complainants' names in order to protect their privacy. Id. However, data regarding settlement agreements involving allegations of sexual harassment or other unlawful discrimination that an employer must report to IDHR under 775 ILCS 5/2-108 is categorically exempt from FOIA. 5 ILCS 140/7.5(ss). See f/n 7 in sample policy 2:260, *Uniform Grievance Procedure*, for more discussion about reconciling 50 ILCS 205/3c with another new law, the Government Severance Pay Act (GSPA) (5 ILCS 415/10(a)(1)), which prohibits school district employees with contract provisions for severance pay to receive any severance pay if they are fired for *misconduct* by the board.

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etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee that may be up to and including discharge. [20]

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and/or the Ill. Human Rights Act (775 ILCS 5/). [21]

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies [22]

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks. [23]

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[20] 5 ILCS 430/70-5(a)(consequences for knowingly making a false report of sexual harassment).

[21] Id. (prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/)).

Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009) (holding the anti-retaliation provision in Title VII protects an employee who spoke out about harassment, not only on his or her own initiative, but also in answering questions during an employer's internal investigation).

[22] 5 ILCS 430/70-5(a)(how an individual can report an allegation of sexual harassment, including options for making a confidential report to the Inspector General or the IDHR). This sample policy does not reference the Inspector General because the Inspector General does not have jurisdiction over public school districts. See 5 ILCS 430/20 (executive inspectors general), 5 ILCS 430/25 (legislative inspector general). School districts must also annually disclose to IDHR certain data about *adverse judgment or administrative rulings* made against them where there was a finding of sexual harassment or unlawful discrimination under federal, State, or local laws. 775 ILCS 5/2-108 (scheduled to be repealed on 1-1-30). See IDHR's *FAQ for Employers under Section 5/2-108*, at: https://dhr.illinois.gov/legal/report-adverse-judgments-and-administrative-rulings.html.

[23] A district must notify employees ~~and applicants for employment~~ of ~~its prohibition of sex discrimination,~~ the grievance procedure and the person(s) designated to coordinate the district's compliance with Title IX~~, how to locate the district's nondiscrimination policy and grievance procedures, how to report information about conduct that may constitute sex discrimination, and how to make a complaint under Title IX~~. 34 C.F.R. §106.8~~(c)~~. A comprehensive ~~faculty~~employee handbook can provide required notices, along with other important information to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.

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LEGAL REF.: 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
Vance v. Ball State Univ., 570 U.S. 421 (2013).
Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).
Burlington Indus. v. Ellerth, 524 U.S. 742 (1998).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).
Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).
Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).
Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

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Informing nonemployees is generally not required by law. However, given the potential for employer liability under the IHRA for harassment of nonemployees, best practice is to publicize this policy to those individuals as well.

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Policy Unchanged 5-year Review

Section 3

General Personnel

Expenses [1]

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution.[2] Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee,[3] (2) anyone's personal expenses,[4] or (3) entertainment expenses.[5] Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event.[6] The District is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the District's

Board Resolution states supt. will make all district lodging. Mileage @ Social Security Rate. Meals $75 per day per person

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[1] State law controls this policy's content. 105 ILCS 5/10-9, 5/10-10, and 5/22-1 (no compensation allowed, conflicts of interest prohibited); 105 ILCS 5/10-22.32 (expense advancements); 820 ILCS 115/9.5~~, added by P.A. 100-1094~~ (regulation of employee expenditures under the Ill. Wage Payment and Collection Act)(WPCA); the Local Government Travel Expense Control Act (ECA) 50 ILCS 150/10 (regulation of travel expenses); and the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/130 (regulation of travel expenses under grants). See f/n 13 of sample policy 2:125, *Board Member Compensation; Expenses*.

105 ILCS 5/10-22.32 states that "[t]he school board may advance to teachers and other certified employees the anticipated actual and necessary expenses incurred in attending meetings that are related to that employee's duties and will contribute to the professional development of that employee." This policy expands beyond those two categories (105 ILCS 5/10-20) of employees, and the limited purpose of attending meetings, to reimburse all employees for approved expenses necessary for the employee to perform his or her duties.

The WPCA, 820 ILCS 115/9.5~~, added by P.A. 100-1094.~~ defines *necessary expenditures* as all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the employer.

This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. If a local collective bargaining agreement contains a provision on expenses, consult the board attorney about how this policy may impact it.

[2] 50 ILCS 150/10. See f/ns 4 through 8 in sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

For a sample resolution, see sample exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*.

[3] 105 ILCS 5/10-22.32. The final paragraph of this law prohibits money for expenses to be advanced or reimbursed to any person other than a board member or employee of the district.

[4] Optional. *Personal expenses* are not defined in 50 ILCS 150/~~2~~5 or 105 ILCS 5/10-22.32. Consult the board attorney about this term and delete it only at the direction of the board attorney. Excluding personal expenses from advancements, reimbursements, and purchase orders is a generally-accepted best practice. The practice also aligns well with the State's widely-accepted transparency movement. Reimbursing personal expenses is also a magnet for the media.

[5] 50 ILCS 150/25.

[6] Id. at 150/5.

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negligence.[7] Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:[8]

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants. [9]
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended. [10]
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended. [11]

Advancements

The Superintendent may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development,[12] provided they fall below the maximum allowed in the Board's expense regulations. [13]

Expense advancement requests must be submitted to the Superintendent or designee on the District's standardized estimated expense approval form for employees. After spending expense advancements, employees must use the District's standardized expense reimbursement form and submit to the Superintendent: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts.[14] Any portion of an expense advancement not used must be

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[7] Optional. 820 ILCS 115/9.5, added by P.A. 100-1094. The purpose of this sentence is to provide information to employees and the community about WPCA exclusions from reimbursable expenses.

[8] 50 ILCS 150/20. The School Code uses the term voucher for expense advancements (105 ILCS 5/10-22.32); the ECA requires submission of itemized, signed, standardized forms. Both sample exhibits 5:60-E1, *Employee Expense Reimbursement Form*, and 5:60-E2, *Employee Estimated Expense Approval Form*, incorporate voucher into the ECA's requirement to use standardized forms. See f/n 12 below, and see also f/n 20 of sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

Additionally, while the WPCA (820 ILCS 115/9.5(a)) allows employees to submit a signed statement regarding any receipts when supporting documentation is nonexistent, missing, or lost, 820 ILCS 115/9.5(b) outlines that employers are not liable for expenditure amounts that exceed the specifications or guidelines the employer has established for necessary expenditures. The ECA requires districts to establish such specifications and guidelines. 50 ILCS 150/10 and 20 (regulation of travel expenses).

[9] 50 ILCS 150/20(2) and (3). This sentence mirrors the statute. The term *offices* is not defined. Consult the board attorney about whether inserting *job titles* would be sufficient for this requirement.

[10] Id. at (4).

[11] Id.

[12] 105 ILCS 5/10-22.32 authorizes advancements for the listed items. This statute addresses expense advancements for certain activities; its language pre-dates the ECA and is narrower than the ECA. This policy seeks to reconcile the differences by separating advancements into a separate subhead. See f/n 8 above, and see also f/n 20 of sample policy 2:125, *Board Member Compensation; Expenses*, for more discussion.

[13] 50 ILCS 150/10 and 20. This phrase recognizes that while advancements are allowed in these situations, they should remain below the maximum allowable reimbursement amount (MARA) set by the board.

[14] 50 ILCS 150/20.

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returned to the District.[15] Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Superintendent or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses[16] by providing an estimation of expenses on the District's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the District's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

Exceeding the Maximum Allowable Expense Amount(s) [17]

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting. [18]

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[15] This paragraph's provisions are required by 105 ILCS 5/10-22.32.

[16] Optional. Consult the board attorney to determine whether a pre-approval process is appropriate for the district. Neither 105 ILCS 5/10-22.32 (expense advancements) nor 50 ILCS 150/ (expense reimbursements and estimates) address expense *pre-approvals*. 50 ILCS 150/20 states: "an *estimate* if expenses have not been incurred ..." **or** "a *receipt* ... if the expenses have already been incurred," suggesting no pre-approval is necessary. However, pre-approval is a best practice, and an employee who incurs expenses without pre-approval may run the risk that his or her expenses will not be approved. On the other hand, submitting estimated expenses for approval begs a pre-approval process, and some attorneys may read the law to require pre-approval of expenses. The pre-approval process also provides school officials with better information for financial planning.

Consult the board attorney to determine whether a pre-approval process is appropriate for the district. If it is required, ensure that exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*, reflects the district's specific pre-approval requirements. For an example of a standardized *estimated* expense form that could be used as a form of pre-approval, see sample exhibit 5:60-E2, *Employee Estimated Expense Approval Form*. The form provides three methods for employees to submit estimated expenses: providing estimated expenses (50 ILCS 150/), expense advancements for the specific activities (105 ILCS 5/10-22.32), or a purchase order.

[17] 50 ILCS 150/ does not define ~~*maximum allowable reimbursement amount* (~~MARA~~)~~. Consult the board attorney to assist with a conversation about how much authority the board wishes to delegate to the superintendent for purposes of setting the MARA. Topics for these conversations are listed in f/n 8 of sample policy 2:125, *Board Member Compensation; Expenses*.

[18] 50 ILCS 150/10 and 15. See f/n 13 in sample policy 2:125, *Board Member Compensation; Expenses* for more discussion.

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Registration [19]

When possible, registration fees will be paid by the District in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed.[20] Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Meals

Meals charged to the District should represent mid-fare selections for the hotel/meeting facility or general area.[21] Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

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[19] Amend the language in subheads **Registration**, **Travel**, **Meals**, **Lodging**, and **Miscellaneous Expenses** to align with the MARA defined in the board's expense regulation resolution. See sample exhibit 2:125-E3, *Resolution to Regulate Expense Reimbursements*, for a sample resolution.

See f/ns 4 and 8 in sample policy 2:125, *Board Member Compensation; Expenses*, for further discussion about the board's power to set the expense regulations by policy (105 ILCS 5/10-20) and clarify considerations and unanswered questions surrounding its statutorily-imposed duty to set a MARA (50 ILCS 150/10).

[20] Optional. This language reflects the standard for expenses permitted for federal awards. 41 C.F.R. §301-12.2. If the board does not reimburse baggage fees, delete this sentence and ~~and baggage receipts~~ from the next sentence.

[21] Alternatively, a board could set a daily limit on meal costs, such as:

Employees will be reimbursed for meal costs and tips up to $___ per day consistent with the maximum reimbursement amount(s) set by the Board.

But see also f/n 8 of sample policy 2:125, *Board Member Compensation; Expenses*, and ensure this amount is consistent with the MARA set by the board resolution.

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Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants [22]

All grant-related travel expenses must be pre-approved by the Superintendent or designee. [23]

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award. [24]
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy. [25]
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status*[26] for more than 12 hours.[27] However, employees remain eligible for

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[22] 30 ILCS 708/130. Boards are required to follow this subhead when they use grant money to reimburse employee travel expenses charged to federal pass-through grants and State grants covered by GATA. This policy is designed to be used in conjunction with sample administrative procedure 5:60-AP, *Federal and State Grant Travel Expense Procedures*, to achieve compliance.

GATA adopts the uniform federal guidance for State grants, including for travel costs. 2 C.F.R. §200.4754. Additionally, under GATA, boards may charge travel expenses to grants based on their own policy, provided the policy does not exceed federal travel regulations. 30 ILCS 708/130; 41 C.F.R. Chapters 300-304 (federal travel regulations). With regard to lodging, meals, and incidentals specifically, boards not only must keep costs at or below the federal standards, but they also cannot allow costs to exceed those normally allowed by the Governor's Travel Control Board (GTCB). 30 ILCS 708/130. The federal travel regulations and the rules of the GTCB are comprehensive. This policy addresses the most common areas of travel expenses and applies the strictest standard between the State and federal travel rules. To the extent this policy does not cover certain specific types of travel expenses, GATA provides that the GTCB Rules must be followed, provided they do not exceed federal travel regulations. The federal rules are ~~laid out in detail in a Q&A format~~ at: www.gsa.gov/policy-regulations/regulations/federal-travel-regulation ~~www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr~~. The GTCB Rules are at: www.ilga.gov/commission/jcar/admincode/080/08002800sections.html. Regardless of the federal and State rules, travel expenses must still comply with the MARA set by the Board, unless approved by the board in accordance with this policy.

In GATA and throughout the IASB Policy Reference Manual, the terms *award* and *grant* are used interchangeably. The federal regulations define and use the term *federal award* or *federal financial assistance* (2 C.F.R. §200.138), but awards/federal financial assistance are more commonly referred to as grants.

[23] Federal travel regulations state that requests for authorization for actual expense reimbursement should be made in advance of travel. 2 C.F.R. §301-11.302. Sample exhibit 5:60-E2, *Employee Estimated Expense Approval Form*, can be used as a form for pre-approval.

[24] 2 C.F.R. §§200.475(b)(1)~~4. 200.474(b)(1)~~.

[25] 2 C.F.R. §200.4754(b)(2).

[26] *Travel status* is not specifically defined in the federal travel regulations or in the GTCB rules, however, the Governor's Travel Council Regulation Rules, which apply to State employees and members of State boards, provide that an employee is on *travel status* while away on official business. Travel status begins when an employee leaves his or her work location or, if reporting directly to a destination, from the employee's residence or other location. It ends when an employee returns to his or her work location or, if reporting directly from the original destination, to the employee's residence or other location at the completion of the authorized travel. 80 Ill.Admin.Code §3000.140.

[27] 41 C.F.R. §301-11.1.

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mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours. [28]

5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip. [29]
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required. [30]
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less.[31] These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable.[32] In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate.[33] If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less. [34]
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved.[35] The Board does not reimburse employees for collision damage waiver or theft insurance. [36]
9. The Board will reimburse travel expenses not chargeable to an award from other District funds consistent with this policy.

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[28] 41 C.F.R. §301-10.300-10.310 are the federal regulations that address mileage reimbursement and related expenses.

[29] 2 C.F.R. §200.4754(a).

[30] 2 C.F.R. §200.4754(e).

[31] To determine the lesser applicable amount, compare the State rates, available at: https://cms.illinois.gov/employees/travel/travelreimbursement.html~~www2.illinois.gov/cms/employees/travel/pages/travelreimbursement.aspx~~, with the federal per diem rates, available at: www.gsa.gov/travel/plan-book/per-diem-rates.

[32] 80 Ill.Admin.Code §2800.400; 41 C.F.R. §301-11.30.

[33] 41 C.F.R. §301-11.30. 300% is the maximum reimbursement amount permitted under federal travel expense regulations and may be adjusted down by the board. The board may not reimburse over the MARA even if the expense is under the 300% threshold, unless it meets the requirements of the ECA. See f/n 17, above. See sample procedure 5:60-AP, *Federal and State ~~Award~~ Grant Travel Expense Procedures*, for details on lodging requirements, including excessive lodging requests.

[34] 80 Ill.Admin.Code §2800.500.

[35] See 41 C.F.R. §301-10.450 for a list of authorized exceptions.

[36] 41 C.F.R. §301-10.451. Federal regulations generally prohibit reimbursement for collision damage waiver and theft insurance in part because the government has negotiated full insurance coverage into its agreements with rental companies. Similarly, the State has negotiated the cost of damage collision waivers into its preferred vendor agreement. Districts may wish to pursue similar arrangements for additional coverage. Employees will often have coverage for rental car damage through their own personal auto policies. The federal regulations permit employees on official business to be reimbursed for their out-of-pocket deductibles. Id.

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LEGAL REF.: 2 C.F.R. §200.475~~4~~.
30 ILCS 708/130, Grant Accountability and Transparency Act.
50 ILCS 150/, Local Government Travel Expense Control Act.
105 ILCS 5/10-22.32.
820 ILCS 115/9.5, Ill. Wage Payment and Collection Act.

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

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5 year Review

General Personnel

Administrative Procedure - Federal and State Grant Travel Expense Procedures

Employees must follow these procedures, in addition to the requirements of the Board policy 5:60, *Expenses* subhead entitled **Additional Requirements for Travel Expenses Charged to Federal and State Grants**, when their travel expenses are charged to federal grants and State grants governed by the Grant Accountability and Transparency Act (GATA). [1]

Use of Expense Forms

Employees will submit their estimated travel expenses using 5:60-E2, *Employee Estimated Expense Approval Form*, in advance of travel and 5:60-E1, *Employee Expense Reimbursement Form*, following completion of travel. When travel expenses will be charged in part to grant funds and in part to non-grant District funds because certain expenses exceed those permitted to be charged to a grant by policy 5:60, *Expenses*, and/or these procedures, the Superintendent or designee notes that fact and the amount to be charged to each funding source in the "Comments" field on 5:60-E1, *Employee Expense Reimbursement Form*, and/or the "Comments" field on 5:60-E2, *Employee Estimated Expense Approval Form*, as applicable.

Lodging – General

1. Employees are not eligible for actual reimbursement of lodging expenses unless they are on official *travel status* for more than 12 hours. Travel status begins when the employee leaves his or her work location or, if reporting directly to a destination, from his or her residence or other location. It ends when the employee returns to his or her work location or, if reporting directly from the original destination, to the employee's residence or other location at the completion of the authorized travel. See 80 Ill.Admin.Code §3000.140.
2. Employees must first contact any preferred hotel vendors of the District.
3. It is the employee's responsibility to request the lowest available lodging rate the time of making a reservation. However, if the employee requires special lodging consideration due to a disability the employee may be reimbursed the actual cost of the least costly lodging that is substantially accessible. Employees should always inquire if a hotel offers a discounted rate for local government employees, including public school district employees. If applicable, employees should be prepared to show their school identification to prove school district employment when checking-in.
4. Employees should make hotel reservations as far in advance as possible. Employees need to be aware of hotel cancellation policies. In busier times, cancellation policies will sometimes require the traveler to cancel 72 hours in advance or be charged for the room. If an employee must cancel a reservation, the employee needs to cancel before the deadline, if at all possible. Employees making reservations for several nights in a row need to be aware of hotel early

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The footnotes should be removed before the material is used.

[1] 2 C.F.R. ~~§§200.318-200.326~~Part 200; 30 ILCS 708/, Grant Accountability and Transparency Act (GATA). GATA adopts the federal uniform guidance for all grants, unless the Office of the Governor grants an exception. 30 ILCS 708/55; 44 Ill.Admin.Code §7000.60. For information about the scope of GATA as it pertains to grants administered by the Ill. State Board of Education, see www.isbe.net/gata.

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check-out policies. Some hotels charge an early check-out fee if a guest checks out prior to their scheduled departure date.

5. Employees must carefully review the bill upon check-out to ensure that the room charge reflects the appropriate rate and that no unauthorized charges have been added. For example, some hotels will automatically add a security charge or phone usage charge to a bill. If these services are not used, the charges should be removed before checking-out. Energy surcharge and lodging resort fees will be reimbursed if not optional.
6. If direct billing, employees must ensure that all personal or incidental charges are paid when checking-out, i.e., pay movies, personal phone calls, etc.
7. Employees must obtain a copy of the hotel bill to attach to 5:60-E1, *Employee Expense Reimbursement Form*.
8. If traveling by car, an employee needs to inquire regarding self-parking options to minimize parking expenses.

Lodging – Excessive Lodging Requests

When lodging at or below the State or federal rate for a particular location is unavailable, employees must:

1. Document on 5:60-E2, *Employee Estimated Expense Approval Form*, that lodging at the scheduled rate for the location is unavailable.
2. Attach documentation to 5:60-E2, *Employee Estimated Expense Approval Form*, showing that a minimum of three budget to mid-fare hotels were contacted (where available). If there are less than three hotels available in a location to contact, the employee must document that fact on the form. The employee must inquire if the hotels will honor the government rate when obtaining quotes. If the District has any preferred hotels at the location, the employee must contact those hotels first.
3. Submit all excessive lodging requests to the Superintendent or designee for pre-approval. The Superintendent or designee will place a note in the "Comments" field on 5:60-E2, *Employee Estimated Expense Approval Form*, to reflect approval of an excessive lodging amount.

Note: An excessive lodging request is not required if an employee stays in accommodations arranged by a conference/seminar organization or in the lowest-priced room available at or near a hotel where a conference or seminar is located.

Meals

Per diem rates and actual reimbursement amounts for meals may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. To determine the lesser amount, compare the State rates with the federal per diem rates. Historically, the State meal allowances have been lower than the federal meal allowances. State rates are available at: https://cms.illinois.gov/employees/travel/travelreimbursement.html~~www2.illinois.gov/cms/employees/travel/pages/travelreimbursement.aspx~~. Federal rates are available at: www.gsa.gov/travel/plan-book/per-diem-rates.

Airfare

When booking airfare, employees:

1. May not book airfare and lodging as a package through third party vendors. When booked as a package, third party vendors do not provide a detailed receipt which causes an issue verifying that the lodging rates are within the proper guidelines.
2. Should always know the restrictions and potential penalties applicable to the fare in case cancellation or change is necessary, regardless of how an airline ticket is booked.

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Ride Sharing Services

When using a ride sharing service such as Uber and Lyft, employees must use the lowest cost service the ride sharing service offers such as "UberX" and "Lyft Standard." Employees will not be reimbursed for premium services offered by ride share companies such as "Uber XL," "UberSELECT," "UberBLACK," "UberSUV," "UberLUX," or "LyftPlus." Employees need to be aware that ride sharing services may charge users more during times of high demand. Ride sharing services typically let riders know in advance when prime time or surge pricing is in effect. Rides obtained during these higher cost periods are not reimbursable.

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5-year Review

General Personnel

Exhibit - Employee Expense Reimbursement Form

Submit to the Superintendent. ***Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements.*** *Please print and attach receipts for all expenditures.*

Name: _____ Title/Office: _____

Destination: _____ Purpose: _____

Departure Date: _____ Return Date: _____

☐ **Receipts attached** Request Date: _____

☐ **Estimated expenses attached** (*Completed 5:60-E2, Employee Estimated Expense Approval Form) (pre-approval is required for federal and state grants*).

☐ **Approved expense advancement (voucher) attached, if applicable*** (*Completed 5:60-E2, Employee Estimated Expense Approval Form.*)

ACTUAL EXPENSE REPORT

*Employees will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, employees will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 5:60, *Expenses*.

Auto Travel Allowance: _____ per mile

Date	Auto Mileage Miles	Cost	Transp. Expenses	Lodging	Meals or Per Diem Bkfst	Lunch	Dinner	Other Item	Cost	Daily Total
Subtotal										
Advances									–	
TOTAL (*A negative amount indicates refund due from employee.*)									$	

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Superintendent or Designee:
(*below maximum allowable amount*)

☐ **Approved** ☐ **Denied**
☐ **Approved in Part**
☐ **Grant Funding Source** (if applicable):_____

_____ _____
Superintendent or Designee Signature Date

Comments: _____
_____
_____
_____

School Board Action (*exceeds maximum allowable amount*):

☐ **Approved** ☐ **Denied**
☐ **Approved in Part**
☐ **Grant Funding Source** (if applicable):_____

_____ _____
Employee Signature Date

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5 year Review

General Personnel

Exhibit - Employee Estimated Expense Approval Form

Submit to the Superintendent. ***Use of this form is required (1) by 2:125-E3, Resolution to Regulate Expense Reimbursements and (2) for pre-approval of expenses to be charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act.*** *Please print.*

Name: _____ Title/Office: _____

Travel Destination: _____ Purpose: _____

☐ **Estimated Expenses Approval Requested** (50 ILCS 150/20 or grant expenditure)

☐ **Travel is grant-related*** (specify grant): _____

☐ **Purchase Order Requested** Purchase Order #: _____

☐ **Expense Advancement Voucher Requested** (105 ILCS 5/10-22.32)

Voucher Amount: _____

ESTIMATED EXPENSE REPORT

Departure date: _____ **Return date:** _____

Auto Travel Allowance: _____ per mile

***Grant-related travel only**: *Except for mileage and other transportation expenses, expense reimbursement/per diem is only allowed if on official travel status for 12 hours or more. If lodging at or below the applicable rate cannot be identified, please indicate below and attach at least three quotes for review.*

Date	Auto Mileage Miles	Auto Mileage Cost	Transp. Expenses	Lodging	Meals or Per Diem Bkfst	Meals or Per Diem Lunch	Meals or Per Diem Dinner	Other Item	Other Cost	Daily Total
Total										**$**

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Superintendent or Designee (*below maximum allowable amount*):

☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

_____ _____

Superintendent or Designee Signature Date

Comments: _____

_____

_____

_____

School Board Action (*exceeds maximum allowable amount*):

☐ **Approved** ☐ **Denied**

☐ **Approved in Part**

☐ **Grant Funding Source** (if applicable):_____

_____ _____

Employee Signature Date

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Adds Article 7b A training in July 1, 2025
Reflects Title IX lawsuits

Minor language changes

General Personnel

Staff Development Program [1]

The Superintendent or designee shall implement a staff development program. The goal of the program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate any School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State.

Abused and Neglected Child Reporting Act (ANCRA) and *Erin's Law* Training

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA) mandated reporter training and training on the awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) as follows (see Board policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*): [2]

1. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
2. By January 31 of every year, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations.

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

[1] State or federal law controls this policy's content. A school board may set and enforce professional growth requirements. 105 ILCS 5/24-5. Failure to meet professional growth requirements is considered remediable. Morris v. Ill. State Bd. of Educ., 198 Ill.App.3d 51 (3rd Dist. 1990).

This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

105 ILCS 5/2-3.62 requires the Ill. State Board of Education (ISBE) to establish a regional network of educational service centers to coordinate and combine existing services in a manner that is practical and efficient for schools. Their purposes are to provide, among other things, continuing education, in-service training, and staff development services to all local school districts in Illinois.

[2] 325 ILCS 5/4(j)~~, amended by P.A. 102-604~~; and 105 ILCS 5/10-23.13~~, amended by P.A. 102-610, a/k/a~~ (*Erin's Law*). Sexual misconduct under *Faith's Law* is defined in 105 ILCS 5/22-85.5(c)~~, added by P.A. 102-676~~.

Mandated reporter training may be in-person or web-based and must include, at a minimum, information on the following topics: (1) indicators for recognizing child abuse and child neglect; (2) the process for reporting suspected child abuse and child neglect and the required documentation; (3) responding to a child in a trauma-informed manner; (4) understanding the response of child protective services and the role of the reporter after a call has been made; and (5) implicit bias. *Implicit bias* means the attitudes or internalized stereotypes that affect people's perceptions, actions, and decisions in an unconscious manner and that exist and often contribute to unequal treatment of people based on race, ethnicity, gender identity, sexual orientation, age, disability, and other characteristics. The implicit bias topic must include, at a minimum: (1) information on implicit bias; (2) information on racial and ethnic sensitivity; and (3) tools to adjust automatic patterns of thinking and ultimately eliminate discriminatory behaviors. 325 ILCS 5/4(j)~~, amended by P.A. 102-604~~. Districts must provide mandated reporter training through either the Ill. Dept. of Children and Family Services (DCFS), an entity authorized to provide continuing education through the Dept. of Financial and Professional Regulation, ISBE, the Ill. Law Enforcement Training Standards Board, the Ill. State Police, or an organization approved by DCFS to provide mandated reporter training. Id. *Child-serving organizations*, which are not defined in ANCRA, are "encouraged to provide in-person annual trainings." Id.

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In-Service Training Requirements

The staff development program shall provide, at a minimum, within six months of employment and renewed at least once every five years thereafter (unless required more frequently by other State or federal law), the in-service training of all District staff who work with pupils on: [3]

1. Health conditions of students,[4] including but not limited to training on:
    a. Anaphylactic reactions and management, conducted by a person with expertise on anaphylactic reactions and management;
    b. Management of asthma, prevention of asthma symptoms, and emergency response in the school setting;
    c. The basics of seizure recognition and first aid and emergency protocols, consistent with best practice guidelines issued by the Centers for Disease Control and Prevention;
    d. The basics of diabetes care, how to identify when a diabetic student needs immediate or emergency medical attention, and whom to contact in case of emergency;
    e. Current best practices regarding identification and treatment of attention deficit hyperactivity disorder; and

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

[3] This list of in-service trainings is required by State law but only Nos. 4, 5(d), and 7 are required to be specified in board policy. ~~Beginning 7-1-24,~~ 105 ILCS 5/10-22.39, amended by P.A.s 103-41, 103-413, 103-542, and 103-603, requires all teachers, administrators, and school support personnel to complete these trainings during an in-service training program conducted by their board or through other training opportunities, including institutes provided by regional superintendents and intermediate service center executive directors under 105 ILCS 5/3-11, amended by P.A.s 103-542 and 103-413. If teachers, administrators, or school support personnel obtain training outside of an in-service training program or from a previous school employer, they may present documentation showing current compliance to satisfy the requirement of receiving training within six months of first being employed. Id.

Different from the in-service training that school districts must provide to their staff, 105 ILCS 5/3-11, amended by P.A.s 103-542 and 103-413, contains requirements that the regional superintendents and intermediate service center executive directors must include during institutes for teachers, administrators, and school support personnel. Instruction on prevalent student chronic health conditions, as well as educator ethics and teacher-student conduct training, is also required. See also f/ns 4-12 below discussing the board's requirements in 105 ILCS 5/10-22.39.

Both 105 ILCS 5/3-11 and 5/10-22.39 use the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. While the language of this paragraph is not required to be in board policy, including it provides a way for boards to monitor that it is being done. It also provides an opportunity for each board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject.

In-service training programs on the topics listed in 105 ILCS 5/10-22.39, amended by P.A.s 103-41, 103-413, 103-542 ~~103-413~~, and 103-603, ~~eff. 1-1-25,~~ shall be credited toward hours of professional development required for license renewal as outlined in 105 ILCS 5/21B-45(e). School support personnel may be exempt from in-service training if the training is not relevant to the work they do.

[4] 105 ILCS 5/10-22.39(b-5), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Nurses and school nurses, as defined by 105 ILCS 5/10-22.23 (school nurse), are exempt from training on health conditions of students. Id.

For No. 1(c), Consult the board attorney about whether:

1. All asthma action plans should require immediate 911 calls based upon In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017) (school district's appeal denied). The court held that a teacher's failure to dial 911 immediately upon a student's asthma attack was willful and wanton conduct, subjecting the school district to liability under the Local Governmental and Governmental Employees Tort Immunity Act.
2. The duties and responsibilities of the district when it asks for but does not receive an asthma action plan from a parent/guardian and the logistics of distributing any received plans to those employees who need to know based upon Stewart, above.

For No. 1(d), see also 105 ILCS 150/25, amended by P.A. 103-542, and No. 6 under the subhead **Additional Training Requirements**.

For No. 1(e), see also 105 ILCS 145/25, amended by P.A. 103-542, and No. 7 under the subhead **Additional Training Requirements**.

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f. How to respond to an incident involving life-threatening bleeding, including use of a school's trauma bleeding control kit, if applicable. [5]

2. Social-emotional learning.[6] Training may include providing education to all school personnel about the content of the Illinois Social and Emotional Learning Standards, how they apply to everyday school interactions, and examples of how social emotional learning can be integrated into instructional practices across all grades and subjects.
3. Developing cultural competency,[7] including but not limited to understanding and reducing implicit bias, including *implicit racial bias* as defined in 105 ILCS 5/10-20.61 (implicit bias training).
4. Identifying warning signs of mental illness, trauma, and suicidal behavior in youth, along with appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/2-3.166 (*Ann Marie's Law*) and the definitions of *trauma*, *trauma-responsive learning environments*, and *whole child* as set forth in 105 ILCS 5/3-11. [8]
5. Domestic and sexual violence and the needs of expectant and parenting youth, conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth.[9] Training shall include, but is not limited to:
   a. Communicating with and listening to youth victims of domestic or sexual violence and expectant and parenting youth;
   b. Connecting youth victims of domestic or sexual violence and expectant and parenting youth to appropriate in-school services and other agencies, programs, and services as needed;
   c. Implementing the District's policies and procedures regarding such youth, including confidentiality; and
   d. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in 105 ILCS 110/3.10 (see Board policy 7:185, *Teen Dating Violence Prohibited*).

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

[5] See 105 ILCS 5/10-20.85, added by P.A. 103-128, for a definition of *trauma kit*. To avoid confusion between trauma related to life-threatening bleeding and *trauma* as defined in 105 ILCS 5/3-11(b), added by P.A. 103-413, this policy uses the phrase *trauma bleeding control kit* instead of *trauma kit*.

Beginning with the 2024-25 school year, training on life-threatening bleeding must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on life-threatening bleeding must be completed within six months of employment and renewed at least once every five years thereafter. 105 ILCS 5/10-22.39(b-5)(7), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Trained employees using a trauma kit are generally immune from civil liability. Id.

[6] 105 ILCS 5/10-22.39(b-10), added by P.A. 103-542.

[7] 105 ILCS 5/10-22.39(b-15), added by P.A. 103-542.

[8] 105 ILCS 5/10-22.39(b-20), added by P.A. 103-542 and amended by P.A. 103-603~~, eff. 1-1-25~~. Training on the implementation of trauma-informed practices satisfies the requirements of this subsection. Id. In addition, Illinois Mental Health First Aid training may satisfy the requirements of this subsection. If teachers, administrators, or school support personnel obtain mental health first aid training outside of an in-service training program, they may present a certificate of successful completion of that training to the school district to satisfy the requirements of this law. Id. For further information on Mental Health First Aid, see https://namiillinois.org/resources/about-mental-illness/mental-health-first-aid/.

[9] 105 ILCS 5/10-22.39(b-25), added by P.A. 103-542. See sample policy 7:185, *Teen Dating Violence Prohibited*.

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6. Protections and accommodations for students,[10] including but not limited to training on:
    a. The federal Americans with Disabilities Act as it pertains to the school environment; and
    b. Homelessness.
7. Educator ethics and responding to child sexual abuse and grooming behavior (see Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*);[11] including but not limited to training on:
    a. Teacher-student conduct;
    b. School employee-student conduct; and
    c. Evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in 105 ILCS 5/10-23.13 (*Erin's Law*).
8. Effective instruction in violence prevention and conflict resolution,[12] conducted in accordance with the requirements of 105 ILCS 5/27-23.4 (violence prevention and conflict resolution education).

Additional Training Requirements

In addition, the staff development program shall include each of the following: [13]

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

[10] 105 ILCS 5/10-22.39(b-30), added by P.A. 103-542. Beginning with the 2024-25 school year, training on homelessness must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on homelessness must be completed within six months of employment and renewed at least once every five years thereafter. Boards may work with a community-based organization specializing in working with homeless children and youth to develop and provide this training. See 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, for homelessness training content requirements. **Note:** the homelessness training content requirements in 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, are nearly identical to the homelessness training content requirements in 105 ILCS 5/10-22.39(hg) ~~(final citation pending)~~, added by P.A. 103-41, ~~eff. 8-20-24~~.

Beginning with the 2016-17 school year, institutes under 105 ILCS 5/3-11 had to include instruction on the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.) as it pertains to the school environment at least every two years. Contact the Regional Superintendent or the appropriate Intermediate Service Center Executive Director with questions about online training for this component of a teachers' institute. Discuss with the board attorney the best practices of documenting trainings and evaluations of trainings; many attorneys in the field prefer documentation of ADA trainings to assist in their defense of any potential ADA claims against the district.

[11] 105 ILCS 5/10-22.39(b-35), added by P.A. 103-542. Each board may want to have a conversation with the superintendent and direct him or her to develop a curriculum for the in-services that instructs all district staff to maintain boundaries and act appropriately, professionally, and ethically with students. See also sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and f/n 11 in sample policy 4:110, *Transportation*. These expectations will be most effective when they reflect local conditions and circumstances. Employee conduct issues may be subjects of mandatory collective bargaining, therefore consulting the board attorney should be a part of this process. A district would commit an unfair labor practice by implementing new employee conduct rules without first offering to negotiate them with the applicable exclusive bargaining representative.

[12] 105 ILCS 5/10-22.39(b-40), added by P.A. 103-542.

[13] Optional. These in-services and/or trainings are required by State and/or federal law but are not required to be specified in board policy. The only non-School Code State and/or federal law training requirements listed are from the Abused and Neglected Child Reporting Act (325 ILCS 5/), Ill. Human Rights Act (775 ILCS 5/), Seizure Smart School Act (105 ILCS 150/), Care of Students with Diabetes Act (105 ILCS 150/), and Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.).

Putting this optional list into the policy will help the board monitor that the required in-service and training topics are being covered. While it is possible to *pick and choose*, this practice is likely to add more confusion to an already confusing responsibility. Unless noted, the School Code does not mandate the frequency with which the training must occur. Several other trainings that are mentioned in laws other than the School Code are addressed in other sample policies and procedures. Many of those policies and procedures are listed in the cross-references to this policy, e.g., training requirements under the Care of Students with Diabetes Act, 105 ILCS 145/.

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1. Ongoing professional development for ~~teachers, administrators,~~ all school personnel and school resource officers~~, and staff regarding~~ on the requirements of 105 ILCS 5/10-22.6 and 5/10-20.14, the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments as defined in 105 ILCS 5/3-11(b), the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates. [14]
2. Annual continuing education and/or training opportunities (professional standards) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three-year period. [15]
3. All high school coaching personnel, including the head and assistant coaches, and athletic directors must obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired on or after 8-19-14 must be certified before their position's start date. [16]
4. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team. [17]
5. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials. [18]
6. For delegated care aides performing services in connection with a student's seizure action plan, training in accordance with 105 ILCS 150/, the Seizure Smart School Act. [19]
7. For delegated care aides performing services in connection with a student's diabetes care plan, training in accordance with 105 ILCS 145/, the Care of Students with Diabetes Act. [20]
8. For all District staff, annual sexual harassment prevention training. [21]
9. Title IX requirements for training in accordance with 34 C.F.R. §Part 106.~~8(d)~~ (see Board policy 2:265, ***Title IX Grievance Procedure***). [22]

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

[14] 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896. School board members are also included.

[15] 7 C.F.R. Parts 210 and 235. 7 C.F.R. §210.2 defines school nutrition program directors, managers and staff. 7 C.F.R. §§210.15(b)(8) (recordkeeping requirements) and 210.31(a), (c), (d), and (e) (professional standards requirements); 210.31(g)(requiring school food authority director to keep records). Food service funds may be used for reasonable, allocable, and necessary training costs. 7 C.F.R. §210.31(f). The U.S. Dept. of Agriculture (USDA) has established implementation resources that contain training opportunities and resources covering the four core training areas: nutrition, operations, administration, and communications/marketing at: www.fns.usda.gov/cn/professional-standards.

[16] Required only for districts with grades 9-12 by 105 ILCS 25/1.15. Delete for elementary school districts.

[17] 105 ILCS 5/22-80(h).

[18] 105 ILCS 5/10-20.17a, amended by P.A. 103-780; 23 Ill.Admin.Code §1.330.

[19] 105 ILCS 150/25, amended by P.A. 103-542.

[20] 105 ILCS 145/25, amended by P.A. 103-542.

[21] 775 ILCS 5/2-109. See f/n ~~75~~ in sample policy 5:20, *Workplace Harassment Prohibited*, for further detail about this training requirement.

[22] 34 C.F.R. §106.~~458(d)~~. For training requirement details, see sample administrative procedures 2:265-AP1, *Title IX Response*~~, and 2:265-AP3, Title IX Coordinator~~.

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10. Training for all District employees on the prevention of discrimination and harassment based on race, color, and national origin in school as part of new employee training and at least once every two years. [23]
11. Training for at least one designated employee at each school about the Prioritization of Urgency of Need for Services (PUNS) database and steps required to register students for it. [24]
12. Training in accordance with 105 ILCS 5/26A for at least one staff member in each school designated as a resource for students who are parents, expectant parents, or victims of domestic or sexual violence, and for any employees whose duties include the resolution of complaints of violations of 105 ILCS 5/26A (see Board policy 7:255, *Students who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*). [25]

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*. [26] [27]

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

[23] 775 ILCS 5/5A-103(c), added by P.A. 103-472. For training requirement details, see sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*.

[24] 105 ILCS 5/2-3.163(c), amended by P.A. 103-504.

[25] 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, requires each designated Article 26A Resource Person to either (1) be trained to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence, including training in the subjects set forth in 105 ILCS 5/26A-35(b)(i), or (2) have participated in an in-service training program under 105 ILCS 5/10-22.39(d) that includes training on the rights of minors to consent to counseling services and psychotherapy under the Mental Health and Developmental Disabilities Code within 12 months prior to designation. Id. However, 105 ILCS 5/10-22.39(d) was deleted by P.A. 103-542 and its training contents are in 105 ILCS 5/10-22.39(b-25).

105 ILCS 5/26A-25(b)(1), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requires employees whose duties include resolution of Article 26A complaints to initially complete at least eight hours of training on issues related to domestic and sexual violence and how to conduct the district's complaint resolution procedure, and to complete six hours of training annually thereafter. Such training must be conducted by individual(s) with expertise in domestic or sexual violence in youth and expertise in developmentally appropriate communications with elementary and secondary students regarding topics of a sexual, violent, or sensitive nature. Id. See sample administrative procedures 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

See pp. 28-30 of the June 2024 report of the second ESS Task Force for existing training requirements that may be suitable to fulfill Article 26A training requirements, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[26] Required by 105 ILCS 5/2-3.166(c)(2) (*Ann Marie's Law*). See sample administrative procedures 6:60-AP1, *Comprehensive Health Education Program*, and 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*.

[27] Districts are not required to train staff on life-saving techniques, though 105 ILCS 110/3, amended by P.A. 103-608, ~~eff. 1-1-25,~~ requires that all teachers, administrators, and other school personnel, as determined by school officials, be provided with information about emergency procedures and life-saving techniques within 30 days after the first day of each school year. Id. Such life-saving techniques must include the Heimlich maneuver, hands-only cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) use. The information provided must be in accordance with standards of the American Red Cross, the American Heart Association (AHA), or another nationally recognized certifying organization. Id. See e.g., https://cpr.heart.org/en/cpr-courses-and-kits/hands-only-cpr/hands-only-cpr-resources, https://cpr.heart.org/en/training-programs/aed-implementation, and www.redcross.org/take-a-class/resources/learn-first-aid/adult-child-choking.

For districts that have a practice of providing instruction in life-saving techniques and first-aid in their staff development programs, insert the following optional paragraph that aligns with 105 ILCS 5/3-11, 105 ILCS 110/3, amended by P.A. 103-608, ~~eff. 1-1-25,~~ and 77 Ill.Admin.Code §527.800:

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> An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

Persons performing CPR are generally exempt from civil liability if they are trained in CPR. 745 ILCS 49/10. Persons using an AED are generally exempt from civil liability if they were trained and acted according to the standards of the AHA. 745 ILCS 49/12.

The board may also want to address other staff development opportunities. While not required to be in policy, 105 ILCS 5/27-23.10, amended by P.A. 103-542, requires a school board to collaborate with State and local law enforcement agencies on gang resistance education. It also states that ISBE may assist in the development of instructional materials and teacher training for gang resistance education and training, which may be helpful to include in the staff development program. Other mandated and recommended staff development opportunities that are not located in the School Code or ISBE rules are found in the Ill. Administrative Code or federal regulations. Many of them are cross referenced in this policy.

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LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.
105 ILCS 5/2-3.62, 5/2-3.166, 5/3-11, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), 5/22-95, and 5/24-5, and 5/26A.
105 ILCS 25/1.15, Interscholastic Athletic Organization Act.
105 ILCS 145/25, Care of Students with Diabetes Act
105 ILCS 150/25, Seizure Smart School Act.
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/, Good Samaritan Act.
775 ILCS 5/2-109 and 5/5A-103, Ill. Human Rights Act.
23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.
77 Ill.Admin.Code §527.800.

CROSS REF.: 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:270 (Administering Medicines to Students), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

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ADMIN. PROC.: 2:265-AP1 (Title IX Response), 2:265-AP2 (Formal Title IX Complaint Grievance Process)~~, 2:265-AP3 (Title IX Coordinator)~~, 2:270-AP (Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin), 4:160-AP (Environmental Quality of Buildings and Grounds), 4:170-AP6 (Plan for Responding to a Medical Emergency at a Physical Fitness Facility with an AED), 5:100-AP (Staff Development Program), 5:120-AP2 (Employee Conduct Standards), 5:150-AP (Personnel Records), 6:120-AP4 (Care of Students with Diabetes), 7:250-AP1 (Measures to Control the Spread of Head Lice at School), 7:250-AP2 (Protocol for Responding to Students with Social, Emotional, or Mental Health Needs), 7:255-AP1 (Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:255-AP2 (Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:285-AP (Anaphylaxis Prevention, Response, and Management Program), 7:290-AP (Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program)

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5 year Review

General Personnel

Administrative Procedure - Designation of District Digital Millennium Copyright Act (DMCA) Agent; Registration Process

Before using this exhibit, consult the Board Attorney to first identify whether the District is an online service provider (OSP) under the DMCA. The DMCA is an amendment to 17 U.S.C. §101 et seq. It provides certain limitations on the liability of OSPs for copyright infringement under the DMCA's *Safe Harbor Provision* (SHP). OSPs are operators of websites that allow users to generate content of their own and upload that content to the OSP's website.

If the District is an OSP, the SHP shields the District from being sued when or if infringing copyrighted content is uploaded to its website(s), and it provides limitations on liability for storage, at the direction of a user, of copyrighted material residing on a system or network controlled or operated by or for an OSP. The SHP is only available if an OSP designates an agent to receive notifications of claimed infringement, provides the agent's contact information to the U.S. Copyright Office, and posts that information on the its website in a location accessible to the public (www.copyright.gov/dmca-directory/~~www.copyright.gov/onlinesp/~~).

If the District is an OSP, the Superintendent or designee will follow these steps to identify and register a DMCA agent to receive notifications of claimed infringement:

1. Identify an agent to receive notification of claims of infringement. This may be the Superintendent, an Assistant Superintendent, or another administrator.
2. Review the video tutorial or video tutorial transcript entitled "Creating a DMCA Designated Agent Registration Account" at www.copyright.gov/dmca-directory/help.html, which provides step-by-step instructions for creating a Registration Account with the U.S. Copyright Office.
3. Go to dmca.copyright.gov/login.html and follow the tutorial instructions to create a Registration Account.
4. Review the video tutorial or video tutorial transcript entitled "Designating an Agent for Service Provider" at www.copyright.gov/dmca-directory/help.html, which provides step-by-step instructions for designating an agent with the U.S. Copyright Office.
5. Log in to your DMCA Designated Agent Registration Account at https://dmca.copyright.gov/dmca/login.html~~dmca.copyright.gov/osp/login.html~~ and follow the tutorial instructions to designate a DMCA agent.
6. Continue following the tutorial instructions to the "Certify and Pay" step, and pay the requisite fee on Pay.gov using one of the payment methods provided. **Note:** Consult the Board Attorney about filing alternative names when registering and whether additional fees may apply. The fee for filing allows for the listing of only one name for OSP. It is the OSP's legal name. If the District uses other names or additional URLs, it should include them in the same filing to avoid additional fees to register.
7. Post the District's DMCA agent's contact information in a publicly accessible location on the website. See Board policy 5:170, *Copyright*. **Note:** Consult the Board Attorney about further steps necessary for registering and posting DMCA agent information. For example, some websites make users verify that they are not infringing copyright when they upload content, along with a Terms of Service and Copyright Policy. Other steps may include training from the

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Board Attorney about procedures to terminate repeat infringers, responding to takedown notices, etc.

LEGAL REF.: 17 U.S.C. §101 et seq., Federal Copyright Law of 1976.

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Adds parenting | pregnancy, + sexual/domestic abuse to reasons for homebound/hospital instruction

Instruction

Home and Hospital Instruction [1]

A student who is absent from school, or whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school, because of a medical condition may be eligible for instruction in the student's home or hospital.[2] Eligibility shall be determined by State law and the Ill. State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services.[3] Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse.[4] Instructional or related services for a student receiving special education services will be determined by the student's individualized education program.

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

[1] State or federal law controls this policy's content. The following State laws and ISBE rules govern homebound and hospital instruction: 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25 (home instruction and correspondence courses for students who are pregnant, parenting, or victims of domestic or sexual violence under 105 ILCS 5/26A); 105 ILCS 5/14-13.01 (reimbursement for home and hospital instruction along with factors to qualify for it); 105 ILCS 5/18-4.5 (reimbursement for home and hospital instruction); 105 ILCS 5/10-19.05(e) (an instructional session of one clock hour may be counted as ½ day of attendance, however, a student must receive four or more instructional clock hours to count as a full day of attendance); 23 Ill.Admin.Code §226.300 (home/hospital service for a special education student); 23 Ill.Admin.Code §1.520.

See ISBE guidance, *Home/Hospital Instruction and Reimbursement Questions and Answers* available at: www.isbe.net/Documents/Home-Hospital_QA.pdf. At the time of PRESS Issue 118's publication (Apr. 2025), this guidance had not been updated to reflect changes to 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25.

[2] 105 ILCS 5/14-13.01 defines the standards for determining when a student is eligible to receive home or hospital instruction. A student qualifies when a physician, physician assistant, or advanced practice registered nurse *anticipates* a student's absence due to a medical condition. The law defines "ongoing intermittent basis" to mean a medical condition of such a nature and severity that it is anticipated that the student will be absent from school due to the medical condition for periods of at least two days at a time multiple times during the school year totaling at least 10 days or more of absences.

[3] 105 ILCS 5/14-13.01(a-5) requires that all students provide a written statement from a physician, physician assistant, or advanced practice registered nurse stating the existence of a medical condition, the impact on the child's ability to participate in education, and the anticipated duration or nature of the child's absence from school. However, ISBE rules at 23 Ill.Admin.Code §226.300 (students qualifying for special education services) and 23 Ill.Admin.Code §1.520 (students not qualifying for special education services) have not yet been amended to reflect that this written statement may come from a physician assistant or an advanced practice registered nurse; they still state that such a written statement must come from a physician. ISBE's *Medical Certification for Home/Hospital Instruction* form, form 34-58, reflects that the written statement may come from a "physician licensed to practice medicine in all its branches, APRN, or PA." Available at: www.isbe.net/Documents/Medical-certification-home-hospital-instruction.pdf.

A student with health needs may be protected by the Individuals with Disabilities Education Act (20 U.S.C. §1401(3)) or Section 504 of the Rehabilitation Act (29 U.S.C. §794(a))

[4] 105 ILCS 5/14-13.01(a-5). There is no requirement that a student be absent from school for a minimum number of days before he or she qualifies for home or hospital instruction. 105 ILCS 5/14-13.01(a). The statute allows schools to begin home or hospital instruction upon receipt of a written statement from a physician, physician assistant, or advanced practice registered nurse but requires it to begin no later than five school days after receipt of the written statement.

Both 23 Ill.Admin.Code §§226.300(g) and 1.520(f) require home or hospital instructors to meet the requirements listed in 23 Ill.Admin.Code §1.610, i.e., proper licensure as required by 105 ILCS 5/21B-15.

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A student who is unable to attend school because of pregnancy or pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health and safety concerns arising from domestic or sexual violence as defined in 105 ILCS 5/26A, will be provided home instruction, correspondence courses, or other courses of instruction under the following circumstances:[5] ~~(1)~~

1. ~~b~~Before the birth of the child when the student's physician, physician assistant, or advanced practice registered nurse indicates, in writing, that she is medically unable to attend regular classroom instruction., ~~and (2) f~~
2. For up to three months after the child's birth or a miscarriage.
3. When a student must care for his or her ill child if:
   a. The child's physician, physician assistant, or advanced practice registered nurse informs the District, in writing, that the child has a serious health condition[6] that would require the student to be absent from school for two or more consecutive weeks; and
   b. The student or the student's parent/guardian informs the District, in writing, that the student needs to care for the child during this period.

~~1.~~4. The student must treat physical or mental health complications or address safety concerns arising from domestic or sexual violence when a health care provider or an employee of the student's domestic or sexual violence organization, as defined in 105 ILCS 5/26A, informs the District, in writing, that the care is needed by the student and will cause the student's absence from school for two or more consecutive weeks. [7]

The District may reassess home instruction provided to a student under No. 3 or No. 4 every two months to determine the student's continuing need for home instruction.

Periodic conferences will be held between appropriate school personnel, parent(s)/guardian(s), and hospital staff to coordinate course work and facilitate a student's return to school.

LEGAL REF.: 105 ILCS 5/10-19.05(e), 5/10-22.6a, 5/14-13.01, and 5/18-4.5.
23 Ill.Admin.Code §§1.520, 1.610, and 226.300.

CROSS REF.: 6:120 (Education of Children with Disabilities), 7:10 (Equal Educational Opportunities~~.~~), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease)

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[5] 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25. Number (2) does not require a written statement from a physician, physician assistant, or advanced practice registered nurse. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[6] *Serious health condition* means an illness, injury, impairment, or physical or mental health condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider that is not controlled by medication alone. Id.

~~[7] 105 ILCS 5/10-22.6a, amended by P.A. 102-466, eff. 7-1-25. Number (2) does not require a written statement from a physician, physician assistant, or advanced practice registered nurse.~~

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Updated to include Artificial Intelligence Tools

Instruction

Access to Electronic Networks [1]

Electronic networks are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. [2]

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-issued Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networks or to any District-issued online account from any computer or device, regardless of location;
3. District-owned or District-issued computers, laptops, tablets, phones, or similar devices.

The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s). [3]

The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet.[4] Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource

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[1] State or federal law requires this subject matter be covered by policy. State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. This policy concerns an area in which the law is unsettled.

A policy on Internet safety is necessary to receive *E-rate* funds under the Elementary and Secondary Education Act, Student Support and Academic Enrichment Grants (20 U.S.C. §7131) and to qualify for universal service benefits under the Children's Internet Protection Act (CIPA) (47 U.S.C. §254(h) and (l)).

Generally, federal rules prohibit schools from soliciting or accepting gifts or other things of value exceeding $20 from Internet service providers that participate or are seeking to participate in the E-rate program. 47 C.F.R. §54.503. However, during the COVID-19 pandemic, the Federal Communications Commission (FCC) temporarily waived its rules prohibiting such gifts to enable service providers to support remote learning efforts without impacting school E-rate funding. See https://docs.fcc.gov/public/attachments/DA-20-1479A1.pdf.

[2] This goal is repeated in sample exhibits 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks*, and 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks*.

[3] Topics for the implementation plan include integration of the Internet in the curriculum, staff training, and safety issues. The implementation plan can also include technical information regarding service providers, establishing Internet accounts, distributing passwords, software filters, menu creation, managing resources and storage capacity, and the number of access points for users to connect to their accounts. Another topic is investigation of inappropriate use.

[4] No system can guarantee to operate perfectly or to prevent access to inappropriate material; this policy statement attempts to absolve the district of any liability.

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center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response.[5] Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use. [6]

Acceptable Use [7]

All use of the District's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right.[8] Users of the District's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the District's electronic networks. General rules for behavior and communications apply when using electronic networks. The District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, contains the appropriate uses, ethics,

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[5] Required by 47 U.S.C. §254(h)(5)(B)(iii) and 47 C.F.R. §54.520(c)(i) only for districts that receive *E-rate* discounts for Internet access or plan to become participants in the *E-rate* discount program. All boards receiving an *E-rate* funding for Internet access were required to certify that they had updated their Internet safety policies. See, *FCC Report and Order 11-125* (~~August 11,~~ 8-11-2011). This sentence is optional if the district only receives discounts for telecommunications, such as telephone service, unless the district plans to participate in the *E-rate* discount program.

[6] School authorities may reasonably regulate student expression in school-sponsored publications for education-related reasons. Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). This policy allows such control by clearly stating that school-sponsored network information resources are not a "public forum" open for general student use but are, instead, part of the curriculum.

It is an unfair labor practice (ULP) under the Ill. Educational Labor Relations Act (IELRA) for an employer to discourage employees from becoming or remaining members of a union. 115 ILCS 5/14(a)(10)~~, added by P.A. 101-620~~. In connection with that potential penalty, the IELRA requires employers to establish email policies in an effort to prohibit the use of its email system by outside sources. 115 ILCS 5/14-(c-5)~~, added by P.A. 101-620~~. This policy aligns with IELRA requirements by clarifying the District's electronic network is not a public forum for general use by outside parties and by limiting use of the network to the purposes stated under the **Acceptable Use** subhead. However, districts are still prohibited under the First Amendment to the U.S. Constitution from suppressing messages based on viewpoint and may be subject to liability if they affirmatively block individual senders. See Lindke v. Freed, 601 U.S. 187 (2024); Perry Educ. Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37 (1983); People for the Ethical Treatment of Animals v. Tabak, 109 F.4th 627 (D.C. Cir. 2024)~~Columbia Univ. v. Trump, 302 F.Supp.3d 541 (S.D.N.Y. 2018)~~. Consult the board attorney if the board wants to amend this policy to prohibit access by specific parties and/or before taking steps to "block" any specific party from the district's email system based on the content of the party's message.

[7] This paragraph provides general guidelines for acceptable use regardless of whether Internet use is supervised. In practice, many districts allow for incidental personal use of their networks during duty-free times. The specific rules are provided in sample exhibits 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks*, and 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks* (see also f/n 1). This paragraph's application to faculty may have collective bargaining implications.

[8] The "privilege, not a right" dichotomy is borrowed from cases holding that a student's removal from a team does not require due process because such participation is a privilege rather than a right. The deprivation of a privilege typically does not trigger the Constitution's due process provision. Clements v. Bd. of Educ. of Decatur Public Sch. Dist. No. 61, 133 Ill.App.3d 531 (4th Dist. 1985). Nevertheless, before access privileges are revoked, the user should be notified and allowed to give an explanation.

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and protocol.[9] Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials. [10]

Internet Safety [11]

Technology protection measures shall be used on each District computer with Internet access.[12] They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee.[13] The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Superintendent or system administrator.[14] The

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[9] If students are allowed only supervised access and are not required to sign the *Authorization for Access to the District's Electronic Networks*, the provisions from the *Authorization* should be used as administrative procedures for covering student Internet use. See 6:235-AP1, *Acceptable Use of the District's Electronic Networks*. This is an optional sentence:

The Superintendent shall establish administrative procedures containing the appropriate uses, ethics, and protocol for Internet use.

The Harassing and Obscene Communications Act criminalizes harassing and obscene electronic communication. 720 ILCS 5/26.5.

[10] The Fourth Amendment to the U.S. Constitution protects individuals from searches only when the person has a legitimate expectation of privacy. This provision attempts to avoid Fourth Amendment protection for communications and downloaded material by forewarning users that their material may be read or searched, thus negating any expectation of privacy.

Email and computer files are "public records" as defined in the Ill. Freedom of Information Act (FOIA) if they are, as in this policy, "under control" of the school board. 5 ILCS 140/2. They may be exempt from disclosure, however, when they contain information that, if disclosed, "would constitute a clearly unwarranted invasion of personal privacy." 5 ILCS 140/7.

Alternatively, a school board may believe that making email semi-private enhances its educational value. The following grants limited privacy to email communications and can be substituted for the sample policy's sentence preceding this footnote:

School officials will not intentionally inspect the contents of email without the consent of the sender or an intended recipient, unless as required to investigate complaints regarding email that is alleged to contain material in violation of this policy or the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*.

[11] See f/n 1.

[12] While it is best practice to do so, neither CIPA nor the rules for the E-Rate program specifically address whether school-owned computers or other mobile computing devices must be filtered when using a non-school Internet connection. Consult the board attorney for guidance on this issue.

[13] This sample policy language is broader than the requirements in federal law (20 U.S.C. §7131, 47 U.S.C. §254, and 47 C.F.R. §54.520(c)(i)). It does not distinguish between minors (children younger than 17) and non-minors. The terms, *minor*, *obscene*, *child pornography*, and *harmful to minors* have not changed, but are now explicitly referred to in the regulations at 47 C.F.R. §54.520(a). Federal law defines *harmful to minors* as:

...any picture, image, graphic image file, or other visual depiction that–(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

The Federal Communications Commission specifically declined to find that access to social networking websites are per se *harmful to minors*. However, the U.S. Dept. of Health and Human Services issued a Surgeon General's Advisory stating there is not enough evidence to conclude that social media is safe for children. See www.hhs.gov/surgeongeneral/reports-and-publications/youth-mental-health/social-media/index.html. School officials have discretion about whether or not to block access to these and similar sites. See supra f/n 3.

[14] Permitted by 20 U.S.C. §7131(c). The policy's provision for prior approval is not in the law and may be omitted. The entire sentence may be eliminated if a board does not want the filtering device to be disabled.

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Superintendent or designee shall include measures in this policy's implementation plan to address the following: [15]

1. Ensure staff supervision of student access to online electronic networks, [16]
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Use of Artificial Intelligence (AI)-Enabled Tools [17]

The Board recognizes that AI-enabled tools are important to enhance student learning, educator effectiveness, and school operations. The use of AI-enabled tools in the District shall be implemented in a safe, ethical, and equitable manner and in accordance with Board policies 1:30, *School District Philosophy*, and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*.

To implement the use of AI-enabled tools in the District, the Superintendent or designee shall:

1. Develop a District-wide AI Plan that addresses the District's approach to the integration of AI;
2. Based on the District-wide AI Plan, establish AI Responsible Use Guidelines to address the responsible use of AI in the District by students and staff.

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

[15] In order to qualify for universal service benefits under the federal Children's Internet Protection Act (CIPA), the district's Internet safety policy must address the items listed in the sample policy. 47 U.S.C. §254(l). The sample policy accomplishes this task by requiring these items be addressed in the policy's implementation plan or administrative procedure.

Note that federal law required school boards to hold at least one hearing or meeting to address the *initial* adoption of the Internet safety policy. Later revisions of the existing policy need not follow the public notice rule of CIPA, though a board will still need to follow its policy regarding revisions and the mandates of FOIA.

CIPA also requires this policy and its documentation to be retained for at least five years after the last day of service delivered in a particular funding year. This means the five-year retention requirement begins on the last day of service delivered under E-rate, not from the day the policy was initially adopted. Consult the board attorney about this requirement and the best practices for your individual board.

[16] Monitoring the online activities of *students* is broader than the requirement in federal law to monitor *minors*. The definition of minor for this purpose is "any individual who has not attained the age of 17 years." See 47 C.F.R. §54.520(a)(4)(i). The use of the word *students* is a best practice.

[17] Optional. Artificial intelligence is a rapidly evolving and complex technology that implicates many unsettled legal and ethical issues. This content contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

A Statewide Generative AI and Natural Language Processing Taskforce issued a report to the General Assembly in December 2024 (https://doit.illinois.gov/content/dam/soi/en/web/doit/meetings/ai-taskforce/reports/2024-gen-ai-task-force-report.pdf) that recommended the Ill. State Board of Education provide guidance on the use of AI in schools, best practices, and educator training. The U.S. Dept. of Education released a toolkit to assist education leaders with the safe, ethical, and equitable integration of AI within education systems, available at: http://downloads.microscribepub.com/il/press/federal_resources/FINAL-ED-OET-EdLeaders-AI-Toolkit-10.29.24_20250221.pdf. Note: This resource may no longer be available on a federal government website but is being maintained at **PRESS** Online to provide consistent subscriber access.

Adopting policy language that addresses AI provides (a) a way for boards to monitor how this technology is being used in the district, and (b) an opportunity for the board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject. Before adoption of this subhead, the board may want to have a conversation with the superintendent to determine how local conditions, resources, and current practices will support the full implementation of a policy that addresses AI and its goals. The use of AI will be most effective when the policy reflects local conditions and circumstances. Consult the board attorney about these issues. See sample administrative procedure 6:235-AP3, *Development of Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, for a suggested framework for developing an AI plan and guidelines.

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3. Ensure that AI-enabled tools comply with State and federal law;
4. Ensure that staff receive training and students receive instruction on the use of AI, as appropriate; and
5. Review the District's AI Plan and AI Responsible Use Guidelines on an annual basis and update them as needed.

Authorization for Electronic Network Access [18]

Each staff member must sign the *Authorization for Access to the District's Electronic Networks* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use. [19]

Confidentiality

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

Violations

The failure of any user to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

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[18] The District's administrative procedure, 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, rather than this board policy, specifies appropriate conduct, ethics, and protocol for Internet use. This is consistent with the principle that detailed requirements are not appropriate for board policy; instead, they should be contained in separate district documents that are authorized by board policy. Keeping technical rules specifying acceptable use out of board policy will allow for greater flexibility, fewer changes to the policy manual, and adherence to the belief that board policy should be confined to governance issues and the provision of guidance on significant district issues. This sample policy only requires staff and students to sign the *Authorization*; however, all users of the District's Electronic Networks, including board members and volunteers, are bound by this policy and its implementing procedure and should be familiar with their content.

[19] The Superintendent's implementation plan should describe appropriate supervision for students on the Internet who are not required, or refuse, to sign the *Authorization*.

The use of personal electronic communication devices owned by students but used to gain Internet access that has been funded by *E-rate* is not addressed yet. ~~The FCC has indicated that it does plan to address the issues associated with the application of CIPA requirements to this situation.~~

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LEGAL REF.: 20 U.S.C. §7131, Elementary and Secondary Education Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act.
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
115 ILCS 5/14(c-5), Ill. Educational Labor Relations Act.
720 ILCS 5/26.5.

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:210 (Instructional Materials), 6:220 (Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADMIN. PROC.: 6:235-AP1 (Acceptable Use of the District's Electronic Networks), 6:235-AP1, E1 (Student Authorization for Access to the District's Electronic Networks), 6:235-AP1, E2 (Staff Authorization for Access to the District's Electronic Networks)

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Updated to include Artificial Intelligence

Instruction

Administrative Procedure - Acceptable Use of the District's Electronic Networks

All use of the District's *electronic networks* shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or prohibited behavior by users. However, some specific examples are provided. **The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or legal action.**

Terms and Conditions

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-provided Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networking infrastructure or to any District-issued online account from any computer or device, regardless of location;
3. District-owned and District-issued computers, laptops, tablets, phones, or similar devices.

Acceptable Use – Access to the District's electronic networks must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

Privileges – Use of the District's electronic networks is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges, disciplinary action, and/or appropriate legal action. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

Unacceptable Use – The user is responsible for his or her actions and activities involving the electronic networks. Some examples of unacceptable uses are:

a. Using the electronic networks for any illegal activity, including violation of copyright or other intellectual property rights or contracts, or transmitting any material in violation of any State or federal law;
b. Using the electronic networks to engage in conduct prohibited by ~~b~~Board policy;
c. Unauthorized downloading of software or other files, regardless of whether it is copyrighted or scanned for malware;
d. Unauthorized use of personal removable media devices (such as flash or thumb drives);
e. Downloading of copyrighted material for other than personal use;
f. Using the electronic networks for private financial or commercial gain;
g. Wastefully using resources, such as file space;
h. Hacking or attempting to hack or gain unauthorized access to files, accounts, resources, or entities by any means;
i. Invading the privacy of individuals, including the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature, such as a photograph or video;
j. Using another user's account or password;

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k. Disclosing any network or account password (including your own) to any other person, unless requested by the system administrator;
l. Posting or sending material authored or created by another without his/her consent;
m. Posting or sending anonymous messages;
n. Creating or forwarding chain letters, spam, or other unsolicited messages;
o. Using the electronic networks for commercial or private advertising;
p. Accessing, sending, posting, publishing, or displaying any abusive, obscene, profane, sexual, threatening, harassing, illegal, or knowingly false material;
q. Misrepresenting the user's identity or the identity of others; and
r. Using the electronic networks while access privileges are suspended or revoked.

Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

a. Be polite. Do not become abusive in messages to others.
b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
d. Recognize that the District's electronic networks are not private. People who operate District technology have access to all email and other data. Messages or other evidence relating to or in support of illegal activities may be reported to the authorities.
e. Do not use the networks in any way that would disrupt its use by other users.
f. Consider all communications and information accessible via the electronic networks to be private property.

No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Indemnification – By using the District's electronic networks, the user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

Security – Network security is a high priority. If the user can identify or suspects a security problem on the network, the user must promptly notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep user account(s) and password(s) confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the network as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the networks.

Vandalism – Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of malware, such as viruses and spyware.

Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, texting or data use charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

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Copyright Web Publishing Rules – Copyright law and District policy prohibit the re-publishing of text or graphics found on the Internet or on District websites or file servers/cloud storage without explicit written permission.

a. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
b. Students and staff engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of *public domain* documents must be provided.
c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.
d. The *fair use* rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
e. Student work may only be published if there is written permission from both the parent/guardian and student.

Use of Email – The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the District. The District provides email to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.

a. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an email account is strictly prohibited.
b. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
c. Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet *domain*. This domain is a registered name and identifies the author as being with the District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
d. Any message received from an unknown sender via the Internet, such as spam or potential phishing emails, should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
e. Use of the District's email system constitutes consent to these regulations.

Use of Artificial Intelligence (AI)-Enabled Tools – The District may approve certain AI-enabled tools for use by students and staff. Students and staff shall comply with the District's AI Responsible Use Guidelines when using AI-enabled tools. The Superintendent or designee shall inform students and staff of the District's AI Responsible Use Guidelines and any updates made to them by including them on the District's website, in the Student Handbook(s), and/or employee handbooks. [1]

The footnotes should be removed before the material is used

[1] Optional. Delete this paragraph if a board has not adopted the **Artificial Intelligence** subhead in policy 6:235, *Access to Electronic Networks*. The second sentence in this paragraph should be customized to reflect how a district disseminates information to students and staff.

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Internet Safety

Internet access is limited to only those *acceptable uses* as detailed in these procedures. Internet safety is supported if users will not engage in *unacceptable uses*, as detailed in these procedures, and otherwise follow these procedures.

~~Staff members shall supervise students while students are using District Internet access to ensure that the S~~students must abide by the *Terms and Conditions* for Internet access contained in these procedures.

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.

The system administrator and Building Principals shall monitor student Internet access.

LEGAL REF.: 20 U.S.C. §7131, Elementary and Secondary Education Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act.
720 ILCS 135/, Harassing and Obscene Communications Act.

Commented [DJ1]: Subscriber note: This sentence is revised to align with 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Network*, which states that parents/guardians and students must sign the authorization form before being granted *unsupervised* access.

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Includes Artificial Intelligence Requirements

NEW

Students

Administrative Procedure – Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines [1]

Use this procedure to develop a plan for the use of artificial intelligence (AI) in the District and guidelines for the responsible use of AI in support of student learning, educators, and/or District operations, and to facilitate compliance with existing law.

Glossary of Terms

Artificial Intelligence[2] – a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. *Artificial intelligence* includes *generative artificial intelligence*.

Generative Artificial Intelligence – an automated computing system that, when prompted with human prompts, descriptions, or queries, can produce outputs that simulate human-produced content, including, but not limited to, the following: (1) textual outputs, such as short answers, essays, poetry, or longer compositions or answers; (2) image outputs, such as fine art, photographs, conceptual art, diagrams, and other images; (3) multimedia outputs, such as audio or video in the form of compositions, songs, or short-form or long-form audio or video; and (4) other content that would be otherwise produced by human means.

U.S. Dept. of Education AI Toolkit (AI Toolkit) – refers to *Empowering Education Leaders: A Toolkit for Safe, Ethical, and Equitable AI Integration* (Oct. 2024), published by the U.S. Department of Education's Office of Education Technology, available at: http://downloads.microscribepub.com/il/press/federal_resources/FINAL-ED-OET-EdLeaders-AI-Toolkit-10.29.24_20250221.pdf. [3]

Actor	Action
Superintendent or Designee	**Note:** This procedure utilizes an existing administrative committee. See administrative procedure 2:150-AP, *Superintendent Committees*. The administrative committee centralizes the local decision-making process regarding the use (or potential use) of artificial intelligence technologies in a district, which in turn should help districts ensure responsible use of AI and compliance with applicable laws.

The footnotes should be removed before the material is used.

[1] Delete this procedure if a board has not adopted the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in sample policy 6:235, *Access to Electronic Networks*.

[2] The definitions for *artificial intelligence* and *generative artificial intelligence* are based on the Ill. Human Rights Act, 775 ILCS 5/2-101(M), (N), added by P.A. 103-804, eff. 1-1-26.

[3] This resource may no longer be available on a federal government website but is being maintained at **PRESS** Online to provide consistent subscriber access.

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Actor	Action
	Convenes the Educational Technology Committee (Committee) for the purposes of: (1) developing, implementing, monitoring, and updating a District-wide AI Plan consistent with Board policy 1:30, *School District Philosophy*, which addresses the District's approach to the integration of AI; (2) developing, implementing, monitoring, and updating District guidelines for the ethical, equitable, and sustainable use of AI to enhance student learning, support educators, and/or contribute to District operations; and (3) responding to issues that arise as students and educators use AI for learning. (See AI Toolkit, p. 37). For these specific purposes, consider adding to the Committee membership students, parents/guardians, and other members with specific expertise, as needed. **Note:** A district may want to combine its AI Plan and AI Responsible Use Guidelines into one document for ease of dissemination and review. Regularly informs the School Board of the Committee's progress through inclusion of a Committee Report on the Board's regular meeting agenda. Consults with the Board Attorney as needed regarding the AI plan, guidelines, and/or contracts for AI-enabled tools, including whether parent consent should be obtained before students use certain AI-enabled tools. Notifies and educates staff, students, and parents/guardians about the District's AI Plan and AI Responsible Use Guidelines. Ensures the AI Responsible Use Guidelines and any updates made to them are included on the District's website and in the Student Handbook(s) and/or employee handbooks. [4] Annually reports to the Board on the progress of the District's AI Plan, the AI Responsible Use Guidelines, and updates made to them. Ensures that any specific AI-enabled tools considered for use in the District are vetted through the Committee in accordance with administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*. See the AI Toolkit at p.45 for factors to consider when evaluating AI-based products or services, with links to vetting resources. Makes recommendations to the Board about vendor contracts for AI-enabled tools, as needed and in alignment with Board policies 4:60, *Purchases and Contracts*, and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*. Provides professional development opportunities/resources, as appropriate, to staff members who may utilize AI in their work.

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The footnotes should be removed before the material is used.

[4] The second sentence may be customized to reflect how a district disseminates information to students and staff; it should align with the methods included in administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*.

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Actor	Action
Educational Technology Committee	Identifies specific goals regarding AI. Examples of goals include (AI Toolkit, p. 38): • Identify current and potential uses of AI for student learning in the District. • Gather evidence on the uses both from published research and from experience in the District. • Collect information on topics related to the risks of these uses of AI including data privacy, algorithmic bias, incorrect or misleading results (also referred to as *hallucinations*), content moderation that impacts learning, and equity risks. • Create an initial risk management plan based on the information collected in the previous bullet point. • Recommend professional development opportunities for educators and staff regarding use of AI to support student learning. • Create a communication plan to keep the community informed about the Committee's work. Establishes separate subcommittees within the Committee as needed to meet goals and fulfill deliverables. To assist with the development of a District AI Plan and AI Responsible Use Guidelines, identifies and documents the opportunities and risks/challenges of the use of AI in the District: 1. Opportunities for effective use of AI in the District may include, but are not limited to (AI Toolkit, p. 5-6; see also Teach AI's *AI Guidance for Schools Toolkit*, at: www.teachai.org/toolkit, p. 18-23, and https://online.flippingbook.com/view/476927943/22/ for further examples): • Enhancement of student assessment • Addressing learning variability • Adaptation of academic content through personalization, differentiation, or individualization • Reduction of administrative burdens • Assistance with lesson planning • Improvement of classroom materials, including language translations • Improved professional learning for educators • Increased efficiency in operations (e.g., through data analysis) 2. Risks/challenges of AI use in the District, may include, but are not limited to (AI Toolkit, p. 6-9; see also Teach AI's *AI Guidance for Schools Toolkit*, at: www.teachai.org/toolkit, p. 18-23, and https://online.flippingbook.com/view/476927943/22/ for further examples): • Lack of transparency about AI tools and how they function and collect data • Privacy and data security concerns

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Actor	Action
	• Bias and unfairness • Discrimination concerns (see https://files.eric.ed.gov/fulltext/ED661946.pdf for potential examples) • Harmful content that perpetuates stereotypes • Malicious use for cyberbullying, including the generation of fabricated images or videos (also referred to as "deep fakes") • Use of AI for cheating • Hallucination risk and wrong information • Overreliance on AI-enabled tools and/or not including a human in the loop of decision making • Pressure to adopt AI-tools before adequate guidance is available • Cost and resources • Access to technology • Lack of AI literacy • Resistance to change **Note:** The AI Toolkit (p. 7) provides examples of where the use of AI may pose enhanced risks to the safety, privacy, or rights of students. Considers using the *K-12 Generative AI Readiness Checklist (Oct. 2023)*, at: www.cgcs.org/genaichecklist and/or Gen AI Maturity Tool (Nov. 2024), at: www.cosn.org/wp-content/uploads/2024/12/Cosn_CGCS-K-12-Gen-AI-Maturity-Tool-V5_FINAL1.pdf to evaluate the safety, privacy, security, and ethical implications of using Generative AI in the District and the District's readiness to use it. Districts can also take a self-assessment of readiness at: https://cloudreadiness.amazonaws.com/#/k12genairt. Develops the District's AI Plan and AI Responsible Use Guidelines for the ethical, equitable, and sustainable use of AI to enhance student learning, support educators, and/or contribute to District operations: 1. Before establishing the AI plan and guidelines, considers hosting listening sessions to engage with different groups within the District's learning community (AI Toolkit, p. 30-33) and answers questions such as (AI Toolkit, p. 50-51): • How is AI being used now in the District? • What new uses are likely, whether arriving by student choice, through integration into existing platforms, or via newly acquired tools? • What appropriate uses of edtech and AI should continue? (Consider perspectives of students, educators, families, administrators, and others). • What are inappropriate uses of AI that should be prohibited? (Consider multiple perspectives).

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Actor	Action
	• What are high-risk uses of AI where additional risk management practices should be required? • In what ways can students and educators have agency and choice, while avoiding downsides and risks to the broader community? 2. When developing an AI plan for the District, considers working within the structure of the framework suggested in the AI Toolkit at p. 54-58: • **Govern** – assess opportunities that align with the **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in Board policy 6:235, *Access to Electronic Networks*. • **Map** – (1) recognize how opportunities are specific to different members of the District's learning community, (2) identify and document how AI-enabled tools might help to promote equity so that all students have the opportunity to learn, and (3) anticipate existing and potential risks posed by each type of use of AI. • **Measure** – (1) establish relationships with vendors that are able to measure the strength of an opportunity and quality of risk mitigation, advocating for more transparency and accountability from vendors, (2) gather and use evidence to measure the efficacy and risk mitigation of an AI-enabled system. • **Manage** – (1) strengthen capacity to manage implementation of new uses of technology so all members of the District's learning community can benefit, (2) increase professional learning opportunities for educators so that they can manage the risks of using AI-enabled tools. The District AI Plan should communicate how the District intends to coordinate its staff, students, resources, and activities to realize strategic educational benefits while mitigating the most consequential risks. (AI Toolkit, p. 54.) For an example of an initial plan created within this framework, see the AI Toolkit at p. 58. Examples of other frameworks that can be used in the development of a District AI Plan are also available within the AI Toolkit at p. 55. 3. When establishing AI guidelines for staff and students, considers the following key elements (AI Toolkit, p. 51): • Definitions to support AI literacy, including an understanding of how AI-related tools can impact well-being. • Specific responsibilities and expectations regarding academic behavior (for both educators and students), for example, how to cite sources, how to represent one's own work, how to respect copyright and avoid plagiarism, and protecting privacy and security. • Allowable or prohibited uses of AI, such as allowing the use of AI to generate initial ideas and prohibiting cyberbullying. • High-risk uses of AI, such as the use of AI to make decisions which may impact the rights or safety of students and staff.

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Actor	Action
	• Consequences for misuse that align with administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, which specifies how the District will monitor use and respond to misuse. • Recognition that students and staff with disabilities may have unique needs and may require support beyond what the guidelines provide, and that their needs will be considered consistent with the Individuals with Disabilities Education Act, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. For sample guidance resources, see Teach AI's *AI Guidance for Schools Toolkit*, pp. 29-39, at: www.teachai.org/toolkit. Regularly, but not less than annually, monitors the AI plan and guidelines and updates them as needed to meet the District's needs and to comply with updates to the law and technology.
Staff Members	Participate in professional development regarding AI, as appropriate. Understand and abide by Board policy 6:235, *Access to Electronic Networks*, administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, the District's AI Plan, and the District's AI Responsible Use Guidelines.
K-12 Artificial Intelligence Resources: https://tech.ed.gov/education-leaders-ai-toolkit/ https://www.ltcillinois.org/ https://www.cosn.org/ai/ https://www.teachai.org/ https://www.edsafeai.org/safe https://iste.org/ai https://online.flippingbook.com/view/476927943/ https://crpe.org/responsive-systems-policies/ai-in-education/	

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High School Only
footnotes updated

Instruction

High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students [1]

Credit for Non-District Experiences [2]

A student may receive high school credit for successfully completing any of the listed courses or experiences even when it is not offered in or sponsored by the District:

1. Distance learning course, including a correspondence, virtual, or online course
2. Courses in an accredited foreign exchange program
3. Summer school or community college courses [3]
4. College or high school courses offering dual credit at both the college and high school level [4]

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

[1] State law requires that several of the programs in this policy be covered in policy. State law controls this policy's content. Note that 23 Ill.Admin.Code §1.420(b) requires "[e]very school district [to] have an organized plan for recording pupil progress and/or awarding credit, including credit for courses completed by correspondence, online, or from other external sources, that can be disseminated to other schools within the State." Section 1.460 requires "[e]ach local board of education with a high school [to] adopt a policy which defines the board's position with reference to the awarding of high school credit on the basis of local examinations to pupils who have achieved the necessary proficiencies through independent study, either with or without private tutoring, or for work taken in or from another institution." 23 Ill.Admin.Code §1.460.

Sample policy 6:185, *Remote Educational Program*, provides for educational programs **delivered by the district** in a location outside of the school.

Sample policy 6:315, *High School Credit for Students in Grade 7 or 8*, allows students enrolled in grade 7 or 8 to enroll in a course required for high school graduation. 105 ILCS 5/27-22.10(a); 23 Ill.Admin.Code §1.440(c)(3).

[2] Each board may choose for which, if any, of the listed non-district experiences the district will grant high school credit. If a district does not grant credit for any of the listed activities, substitute the following alternative for all text in the entire section: "The District does not grant graduation credit for learning experiences that an enrolled student does not complete through the District."

[3] 105 ILCS 5/27-22.1 provides that no fewer than 60 hours of classroom instruction in summer school is required for one semester of high school course credit. Districts may accept courses completed in a community college (CC) toward graduation. 23 Ill.Admin.Code §1.440(f). Superintendents, pursuant to 105 ILCS 5/10-21.4, must annually report to the Ill. State Board of Education (ISBE) the number of students enrolled in accredited courses at any CC along with the name(s) and number(s) of the course(s) each student is taking.

[4] The Dual Credit Quality Act (DCQA) (110 ILCS 27/~~, amended by P.A.s 102-516 and 102-1077, eff. 1-1-23~~) defines dual credit as a college course taken by a high school student for credit at both the college and high school level. 110 ILCS 27/5 and 105 ILCS 5/10-20.62(a). An instructor who teaches a dual credit course does not need the certification required by Article 21 of the School Code but must meet the standards set forth in 110 ILCS 27/20(1), (2), (2.5), or (3). Dual credit programs require: (a) a specific partnership agreement between the district and a CC containing ~~12~~ specified elements, as long as the district is in the CC's jurisdiction (110 ILCS 27/16), or (b) cooperation between the school district and the institution providing the dual credit courses (see the Higher Education Student Assistance Act at 110 ILCS 947/10 for a definition of *institution*). Partnership agreements that are entered into, amended, renewed, or extended after 1-1-23, must allow high school students who do not otherwise meet the CC's academic eligibility requirements to enroll in a dual credit course taught at the high school, but only for high school credit. 110 ILCS 27/16.5(a)~~, added by P.A. 102-1077, eff. 1-1-23~~. If the district and CC cannot agree within 180 days of a district's initial request to enter into a partnership agreement, the two parties must use the model partnership agreement ~~located~~ referenced at 110 ILCS 27/19.

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5. Foreign language courses taken in an ethnic school program approved by the Illinois State Board of Education [5]
6. Work-related training at manufacturing facilities or agencies in a Tech Prep Program [6]
7. Credit earned in a Vocational Academy [7]

The student must seek approval from the Superintendent or designee to receive graduation credit for any non-District course or experience. The Superintendent or designee shall determine the amount of credit and whether a proficiency examination is required before the credit is awarded. As approval is not guaranteed, students should seek conditional approval of the experience before participating in a non-District course or experience. The student assumes responsibility for any fee, tuition, supply, or other expense. The student seeking credit is responsible for (1) providing documents or transcripts that demonstrate successful completion of the experience, and (2) taking a proficiency examination, if requested. The Superintendent or designee shall determine which, if any, non-District courses or experiences, will count toward a student's grade point average, class rank, and eligibility for athletic and extracurricular activities. When applicable, the Building Principal or designee shall, prior to the first day of class, inform individual high school students enrolled in a mixed enrollment dual credit course that includes students who have and have not met the community college's criteria for dual

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Out-of-state dual credit contracts are prohibited until a district first offers the CC in the district in which the district is located the opportunity to provide a dual credit course. 110 ILCS 27/17. In addition, a district seeking to enter into an agreement with an out-of-state institution must provide notice to the Ill. State Board of Higher Education (BHE) of its intent to which the BHE will have 30 days to provide the district with a list of in-state institutions that can provide the district an equivalent dual credit opportunity. Id. Agreements between a district and an out-of-state institution that were in effect before 1-1-19 ~~will~~ were not ~~be~~ affected. Id. A high school evaluation of a dual credit program must also incorporate the analysis of data from the ISBE statewide longitudinal data system (see the P-20 Longitudinal Education Data System Act, 105 ILCS 13/, for more information).

105 ILCS 5/10-20.62(c), requires school boards to require the district's high schools, if any, to inform all 11th and 12th grade students of dual enrollment and dual credit opportunities at public CCs for qualified students. Qualified students may enroll in an unlimited amount of dual credit courses and earn an unlimited amount of academic credits from them if the course(s) are taught by an Ill. instructor, as provided by 110 ILCS 27/. Id. at (b). In addition, all dual credit coursework completed by a high school student must be transferred to all public institutions in Illinois on the same basis as coursework completed by a public CC student who previously earned a high school diploma in the manner set forth under the Ill. Articulation Initiative Act. Id. at 27/19.

The DCQA requires partnership agreements between districts and CCs to address access to dual credit courses by individual students with disabilities. 110 ILCS 27/16~~, amended by P.A.s 102-516 and 102-1077~~. 105 ILCS 5/14-8.03~~, amended by P.A. 102-516~~ also requires districts to provide special education students with information about career and technical education (CTE) opportunities, including at the postsecondary level. See *Increasing Postsecondary Opportunities and Success for Students and Youth with Disabilities* at: www.sites.ed.gov/idea/idea-files/qa-increasing-postsecondary-opportunities-success-for-students-youth-with-disabilities-sept-17-2019/#Letter for information on providing transition services to high school students who have individualized education programs (IEPs), are receiving services under the IDEA, and take courses offered by a community college or other postsecondary education institution program prior to high school graduation.

[5] 105 ILCS 5/2-3.44 and 5/10-22.43a. An ethnic school is a part-time, private school that teaches the foreign language of a particular ethnic group as well as the culture, geography, history, and other aspects of a particular ethnic group. 105 ILCS 5/2-3.44; 23 Ill.Admin.Code §1.465(b). For requirements, see 23 Ill.Admin.Code §1.465.

[6] The State Superintendent and Board of Higher Education were encouraged by 105 ILCS 5/2-3.115 to establish a program of academic credit for Tech Prep work based learning for secondary school students with an interest in pursuing such career training, which could be instituted by school districts. See also 23 Ill.Admin.Code §1.445.

[7] Vocational Academies Act, 105 ILCS 433/. The Act's purpose is to "integrate workplace competencies and career and technical education with core academic subjects." School districts are permitted to partner with CCs, local employers, and community-based organizations to establish a vocational academy that functions as a two-year school within a school for grades 10 through 12. Grant funds may be available from ISBE when the vocational academy meets statutory requirements.

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credit coursework of whether or not they are eligible to earn college credit for the course.[8] This section does not govern the transfer of credits for students transferring into the District.

Substitutions for Required Courses

Vocational or technical education.[9] A student in grades 9-12 may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing related vocational or technical education courses if: [10]

1. The Building Principal approves the substitution(s) and the vocational or technical education course is completely described in curriculum material along with its relationship to the required course; and
2. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District.

Registered Apprenticeship Program.[11] The Superintendent or designee will ensure that the District complies with State law requirements for registered apprenticeship programs.[12] The opportunities and requirements for registered apprenticeship programs contained in this policy will be posted on the

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[8] 110 ILCS 27/16.5(c). ~~added by P.A. 102-1077, eff. 1-1-23.~~ Written notification is not required by the law, but it is a best practice to show compliance with this requirement.

[9] Allowing for this substitution is optional, but, if offered, must be included in board policy. 105 ILCS 5/27-22.05.

[10] The *related* requirement is met if the course contains at least 50% of the content of the required course. Id. 23 Ill.Admin.Code §1.445 requires that the vocational or technical education course be completely described in the policy along with its relationship to the required course. The sample policy satisfies these requirements by referring to the courses as described in curricular material.

ISBE requires that the parent/guardian of a student under the age of 18 request the course substitution "on forms that the school district makes available" and that the request must be maintained in the student's temporary record. 23 Ill.Admin.Code §1.445. See sample exhibit 6:310-E, *Class Substitution Request*. There is no parallel recordkeeping requirement in the rules for registered apprenticeships; however, it is best practice to maintain all types of substitution requests as evidence of compliance with the form requirement.

[11] Allowing for this substitution is optional, but, if offered, must be included in board policy. 105 ILCS 5/2-3.175; ~~renumbered by P.A. 101-81;~~ 23 Ill.Admin.Code §255.200. A *registered apprenticeship program* is an industry-based occupational training program of study with standards reviewed and approved by the U.S. Dept. of Labor that meets characteristics set forth in State law and ISBE rules. The introductory sentence and listed items 1, 3, 4, and 6 are required to be in the policy if a board decides to allow students to participate in registered apprenticeship programs. See 23 Ill.Admin.Code §255.200(b). Item #2 is not required to be stated in policy, but is required to be included in a district's website notification (if any) to parents/guardians about registered apprenticeship opportunities. See f/n 13, below.

If a board adopts a policy to allow for student participation in registered apprenticeship programs, the policy must be posted on the district's website (if any) for students, parents, and members of the business and industry community to access. 23 Ill.Admin.Code §255.200(c)(1). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and f/ns 13~~2~~ and 14~~3~~ below for other related website posting requirements.

Employers providing apprenticeships may be eligible for~~seek~~ tax credits for certain educational expenses they incur on behalf of qualifying apprentices ~~for calendar years 2020-2025.~~ 35 ILCS 5/231(b), ~~added~~ amended by P.A. 103-1059~~401-207~~. Districts that carry out registered apprenticeship programs should, but are not required to, aid an employer in claiming ~~the~~ an available credit by providing a written receipt documenting the apprenticeship education expenses paid to the school by the employer. 14 Ill.Admin.Code §522.50(e). See https://dceo.illinois.gov/expandrelocate/incentives/ilapprenticeshiptaxcredit.html ~~www2.illinois.gov/dceo/ExpandRelocate/Incentives/Pages/ILApprenticeshipTaxCredit.aspx~~ for more information about the credit.

[12] 105 ILCS 5/2-3.175; 23 Ill.Admin.Code Part 255. In addition to the requirements listed in the policy, districts allowing for student participation in registered apprenticeship programs must also: (1) submit data on participating students through ISBE's Student Information System, (2) identify and attempt to eliminate any barriers to student participation, and (3) include the program in the Career Pathway Endorsement if the district awards endorsements under the Postsecondary and Workforce Readiness Act (110 ILCS 148/). 23 Ill.Admin.Code §255.200(d)-(f).

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District's website, and parents/guardians and students will also be notified of such opportunities in the appropriate school handbook(s). [13]

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website; [14]
5. The Building Principal approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

Advanced placement computer science.[15] The advanced placement computer science course is equivalent to a high school mathematics course. A student in grades 9-12 may substitute the advanced placement computer science course for one year of mathematics, in accordance with Section 27-22 of the School Code. The transcript of a student who completes the advanced placement computer science course will state that it qualifies as a mathematics-based, quantitative course.

Substitutions for physical education. A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated below.[16] The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate. [17]

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[13] 23 Ill.Admin.Code §255.200(c). The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh. The notification to students and parents on the district's website must include: (1) a statement that a student may participate in any registered apprenticeship program listed by the district; and (2) a statement that a student may find a registered, but not listed, apprenticeship program with a business or organization, if a registered apprenticeship program is not offered in the district. 23 Ill.Admin.Code §255.200(c)(2). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. For districts that do not maintain a website, use the following alternative sentence:

> Parents/guardians and students will be notified of opportunities for registered apprenticeship programs in the appropriate school handbook(s).

[14] 23 Ill.Admin.Code §255.200(b)(4). See sample exhibits 6:310-E, *Class Substitution Request*, and 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. If the district does not maintain a website, delete ~~and on its website~~.

[15] Optional, but allowed by 105 ILCS 5/27-22(e)(3)~~, amended by P.A. 101-161.~~ and 5/27-22(f-5).

[16] Optional, but allowed by 105 ILCS 5/27-6(b); 23 Ill.Admin.Code §1.425(e). A board that wants to allow any of these P.E. exemptions must include the ones it selects in a policy that excuses students on an individual basis.

[17] 23 Ill.Admin.Code §1.425(e).

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1. Ongoing participation in a marching band program for credit; [18]
2. Enrollment in Reserve Officer's Training Corps (ROTC) program sponsored by the District;[19]
3. Ongoing participation in an *interscholastic* or *extracurricular athletic program*; [20]
4. Enrollment in academic classes that are required for admission to an institution of higher learning (student must be in the 11th or 12th grade);[21] or
5. Enrollment in academic classes that are required for graduation from high school, provided that failure to take such classes will result in the student being unable to graduate (student must be in the 11th or 12th grade). [22]

A student who is eligible for special education may be excused from physical education courses pursuant to 7:260, *Exemption from Physical Education*.

Volunteer service credit.[23] A student participating in the District's Volunteer Service Credit Program, if any, may earn credit toward graduation for the performance of community service. The amount of credit given for program participation shall not exceed that given for completion of one semester of language arts, math, science, or social studies.

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

[18] 23 Ill.Admin.Code §1.425(e)(4)(A). This policy excuses students from P.E. only during the marching band season because the statute allows the exemption "for ongoing participation in such marching band program." Thus, if the marching band season is over, the student's *ongoing participation* has ceased and the student no longer qualifies for the P.E. exemption. Common sense, however, would allow the exemption to continue until the end of the current grading period.

[19] 23 Ill.Admin.Code §1.425(e)(4)(B).

[20] 23 Ill.Admin.Code §1.425(e)(2) and (e)(3)(A). Prior to P.A. 100-465, the statute only allowed students in grades 11 and 12 to be excused from P.E. "for ongoing participation in an interscholastic athletic program." 105 ILCS 5/27-6(b)(1). 105 ILCS 5/27-6(b) now states "on a case-by-case basis, excuse pupils in grades 7 through 12 who participate in an interscholastic or extracurricular athletic program." While the statute no longer requires such participation to be *ongoing*, 23 Ill.Admin.Code §1.425(e)(3) requires *ongoing participation*. Thus, if the athletic program is over, the student's *ongoing participation* has ceased and the student no longer qualifies for the P.E. exemption. Common sense, however, would allow the exemption to continue only until the end of the grading period during which the athletic program is active. 23 Ill. Admin. Code §1.425(e)(2) limits interscholastic and extracurricular athletic programs to those that are sponsored by the school district as defined in school board policy. Boards do not have the "authority to honor parental excuses based upon students' participation in athletic training, activities or competitions conducted outside the auspices of the school district." Id. at §1.425(e)(6).

State statutes do not define *interscholastic athletic program* or *extracurricular athletic program*; however, 105 ILCS 5/22-80 defines *interscholastic athletic activity* as "any organized school-sponsored or school-sanctioned activity for students, generally outside of school instructional hours, under the direction of a coach, athletic director, or band leader, including, but not limited to, baseball, basketball, cheerleading, cross country track, fencing, field hockey, football, golf, gymnastics, ice hockey, lacrosse, marching band, rugby, soccer, skating, softball, swimming and diving, tennis, track (indoor and outdoor), ultimate Frisbee, volleyball, water polo, and wrestling." 23 Ill.Admin.Code §1.425(e)(2) defines *interscholastic* and *extracurricular athletic programs* as "those programs that are sponsored by the school district as defined by school district policy." Boards have no authority to honor parental excuses based upon students' participation in athletic training, activities or competition conducted outside the auspices of the school district. 23 Ill.Admin.Code §1.425(e)(6).

For boards that want to explain the meaning of *interscholastic or extracurricular athletic program*, insert the following option at the end of #3:

> (organized school-sponsored or school-sanctioned activities for students that are not part of the curriculum, not graded, not for credit, generally take place outside of school instructional hours, and under the direction of a coach, athletic director, or band leader)

For unit districts, ensure the definition matches the definition in policy 7:260, *Exemption from Physical Education*.

[21] 23 Ill.Admin.Code §1.425(e)(3)(B).

[22] 23 Ill.Admin.Code §1.425(e)(3)(C).

[23] Optional. The credit given for one semester may not exceed that stated in this policy. 105 ILCS 5/27-22.3. The program may include participation in the organization of a high school or community blood drive or other blood donor recruitment campaign. Id. ISBE must provide assistance to districts opting to offer the program. 105 ILCS 5/2-3.108.

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Re-Entering Students [24]

Individuals younger than 21 years of age may re-enter high school to acquire a high school diploma or an equivalency certificate, subject to the limitations in Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*. Re-entering students may obtain credit through the successful completion of the following (not all of these may be available at any one time):

1. District courses
2. Non-District experiences described in this policy
3. Classes in a program established under Section 10-22.20 of the School Code, in accordance with the standards established by the Illinois Community College Board
4. Proficiency testing, correspondence courses, life experiences, and other nonformal educational endeavors
5. Military service, provided the individual making the request has a recommendation from the American Council on Education

The provisions in the section **Credit for Non-District Experiences**, above, apply to the receipt of credit for any non-District course.

LEGAL REF.: 105 ILCS 5/2-3.44, 5/2-3.108, 5/2-3.115, 5/2-3.142, 5/2-3.175, 5/10-22.43a, 5/10-20.62, 5/27-6, 5/27-22.3, and 5/27-22.05.
110 ILCS 27/, Dual Credit Quality Act.
23 Ill.Admin.Code §§1.425(e), 1.440(f), 1.470(c), and Part 255.

CROSS REF.: 6:180 (Extended Instructional Programs), 6:300 (Graduation Requirements), 6:315 (High School Credit for Students in Grade 7 or 8), 6:320 (High School Credit for Proficiency), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:260 (Exemption from Physical Education)

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[24] Required by 23 Ill.Admin.Code §1.470(a). While the sample policy does not provide for it, a school board may permit adults 21 years of age or older to re-enter high school. 23 Ill.Admin.Code §1.470(b). Items #4 & #5 are optional, but must be included in a policy if credit will be granted for them. 105 ILCS 5/27-6; 27-22.05.

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Title IX Lawsuit Updates
Reflects 2020 Title IX

Students

Equal Educational Opportunities [1]

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race,[2] national origin, religion, sex,[3] sexual orientation, ancestry, age, physical or mental disability, gender identity,[4] status of being homeless, immigration status, order of protection status,

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

[1] State or federal law requires this subject matter be covered by policy and controls this policy's content. Many civil rights laws guarantee equal educational opportunities; see citations in the Legal References.

[2] The Ill. Human Rights Act (IHRA) defines *race* to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. The Ill. Dept. of Human Rights' (IDHR) jurisdiction over schools as "places of public accommodation" is limited, see f/n 4, below. See also sample policy 7:160, *Student Appearance*, regarding hairstyles associated with race.

[3] With some exceptions, Title IX of the Education Amendments of 1972 (Title IX) guarantees that "[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance..." 20 U.S.C. §1681(a). ~~Prohibited sex discrimination in violation of Title IX includes sex-based harassment and "discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity." 34 C.F.R. §§ 106.2, 106.10.~~ See sample policy 2:265, *Title IX Grievance Procedure*, for further discussion.

Title IX implementing regulations at 34 C.F.R. §106.40 and 49 C.F.R. §25.445 prohibit "any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex." Ill. State Board of Education (ISBE) sex equity regulation at 23 Ill.Admin.Code §200.50(e) prohibits discrimination against a student "because of his or her actual or potential marital or parental status," and it specifies that: (1) pregnancy shall be treated as any other temporary disability, (2) pregnancy or parenthood shall not be considered cause for dismissal or exclusion from any program or activity, (3) participation in special programs provided for pregnant students or students who are parents shall be at the student's option, and (4) systems shall eliminate administrative and programmatic barriers to school attendance and school completion by pregnant students or students who are parents. Id. See f/n 8, below, regarding support services for pregnant and parenting students.

[4] The IHRA and an ISBE rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(Q), 5/5-101(11), and 5/5-102; 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the IHRA. The IHRA permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.

Adopting separate policies or inserting policy statements about accommodations and inclusion of transgender students in the educational program are unsettled areas of the law. Some lawyers believe doing so may open boards to equal protection challenges for not creating separate policies for other protected statuses, e.g., race, national origin, religion, etc. Governor Pritzker issued Executive Order (EO) 2019-11, titled "Strengthening Our Commitment to Affirming and Inclusive Schools" which established the Affirming and Inclusive Schools Task Force (Task Force) to identify strategies and best practices for ensuring welcoming, safe, supportive, and inclusive school environments for transgender, nonbinary, and gender nonconforming students. The Task Force delivered a report that served as the basis for two non-regulatory guidance documents entitled *Supporting Transgender, Nonbinary and Gender Nonconforming Students* and *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents. The Ill. State Board of Education (ISBE) hosts these documents on its website.

Consult the board attorney if your board wishes to adopt a separate policy or insert policy statements about accommodations and inclusion of transgender students.

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military status, unfavorable military discharge, reproductive health decisions, or actual or potential marital or parental status, including pregnancy.[5] Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board policy 8:20, *Community Use of School Facilities*.[6] Any student may file a discrimination complaint by using Board policy 2:260, *Uniform Grievance Procedure*, or in the case

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

For boards that want to incorporate ISBE's *Sample District Policy and Administrative Procedures* policy recommendation into this policy, insert the following in place of "gender identity.": gender, gender identity (whether or not traditionally associated with the student's sex assigned at birth), gender expression.

If the board inserts this option, it must also insert the options in f/n 7, below and in f/n 2 of sample policy 7:20, *Harassment of Students Prohibited*, but note the protected statuses list in this policy is different and should not be copied from here into 7:20, *Harassment of Students Prohibited*.

See sample administrative procedure 7:10-AP1, *Accommodating Transgender, Nonbinary, or Gender Nonconforming Students*, for a case-by-case procedure that school officials may use when a student requests an accommodation based upon his or her gender identity.

For a list of policies that address the equal educational opportunities, health, safety, and general welfare of students within the District, see sample exhibit 7:10-E, *Equal Educational Opportunities Within the School Community*.

5 ~~Many civil rights laws guarantee equal education opportunities; see citations in the Legal References.~~

In 23 Ill.Admin.Code §1.240, ISBE states that "no school system may deny access to its schools or programs to students who lack documentation of their immigration status or legal presence in the United States, and no school system may inquire about the immigration status of a student (Plyler v. Doe, 457 U.S. 202 (1982))."

775 ILCS 5/1-102(A), amended by P.A.s 103-472 and 103-785~~, eff. 1-1-25~~, lists the following protected categories: race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, reproductive health decisions, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, including in elementary, secondary, and higher education. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, and its footnotes for definitions of some of these terms.

The IHRA prohibits schools from discriminating against students on the bases of *reproductive health decisions*. 775 ILCS 5/1-103(Q), amended by P.A. 103~~7~~-7853~~, eff. 1-1-25~~. See 775 ILCS 5/1-103(O-2), amended by P.A. 103-785~~, eff. 1-1-25~~, for a definition of *reproductive health decisions*.

~~The IHRA and an ISBE rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(Q), 5/5-101(11), and 5/5-102; 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.~~

The IHRA's jurisdiction in regard to schools as places of public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying or refusing full and equal enjoyment of facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~.

6 23 Ill.Admin.Code §200.40(g) prohibits entering into agreements with entities that discriminate against students on the basis on sex. Section 200.80(a)(4) contains an exception for single sex youth organizations, e.g., Girl Scouts. Note that the U.S. Supreme Court refused to apply New Jersey's public accommodation law to the Boy Scouts because forcing the Scouts to accept a homosexual as a member would violate the Scouts' freedom of expressive association. Boy Scouts of America v. Dale, 530 U.S. 640 (2002). When deciding whether to allow non-school groups to use its facilities, a public school district may not engage in viewpoint discrimination. Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).

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of discrimination on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.* [7]

Sex Equity [8]

No student shall, based on sex, sexual orientation, or gender identity[9] be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using Board policy 2:260, *Uniform Grievance Procedure*. A student may appeal the Board's resolution of the complaint to the Regional

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[7] Districts must have a grievance procedure. See the Legal References following this policy and 105 ILCS 5/22-95, added by P.A. 103-472, regarding the internal complaint process for claims of discrimination on the basis of race, color, or national origin, which is addressed in sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.* Absent a specific statute or rule, there is no consensus on whether students have the right to appeal a board's decision to the Regional Superintendent and thereafter to the State Superintendent pursuant to 105 ILCS 5/2-3.8.

[8] Every district must have a policy on sex equity. 23 Ill.Admin.Code §200.40(b). The IHRA, Public Accommodation section, prohibits schools from: (1) failing to enroll an individual, (2) denying or refusing an individual full and equal enjoyment of its facilities, goods, or services, or (3) failing take corrective action to stop severe or pervasive harassment of an individual (775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~), on the basis of the individual's sex or sexual orientation, among other classifications (775 ILCS 5/5-101(11)). Every four years, districts must evaluate their policies and practices to identify and eliminate sex discrimination as well as evaluate course enrollment data to identify disproportionate enrollment based on sex. In-service training for all staff members is required. 23 Ill.Admin.Code §200.40(e).

Every four years, districts must survey students about their athletic interests and must use survey results in planning for the future and assessing current program comparability. 23 Ill.Admin.Code §200.80(b)(1). Equal participation and equal opportunity in athletics is addressed in Title IX implementing regulations. 34 C.F.R. §106.41. Generally, when a school district offers a team for one gender but not for the other, a member of the excluded gender is allowed to try out for the team unless the sport is a *contact sport*. Contact sports are boxing, wrestling, rugby, ice hockey, football, basketball, and other sports involving bodily contact. The rules also list the factors that determine whether equal opportunities are available to both genders. These include: whether the selection of athletics accommodates the interests and abilities of both genders; equipment and supplies; scheduling; opportunity to receive coaching and academic tutoring; locker rooms, practice facilities, and fields; and publicity. Title IX prohibits any person from sexually harassing a student. See sample policy 2:265, *Title IX Grievance Procedure*, for further discussion.

105 ILCS 5/10-20.60 requires public schools to provide reasonable accommodations to breastfeeding students. See sample administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*, for specific *reasonable accommodations* under Illinois law.

105 ILCS 5/10-20.63~~, amended by P.A. 102-340,~~ requires school districts to make menstrual hygiene products (defined as tampons and sanitary napkins for use in connection with the menstrual cycle) available, at no cost to students, in bathrooms of every school building that is open for student use in grades 4 through 12 during the regular school day. **Note:** While P.A. 102-340 expanded the availability of menstrual hygiene products to students in grades 4 and 5, it did not expand the definition of *school building*, which remains defined as serving students in grades 6 through 12. Consult with the board attorney about implementing this law.

105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25, requires schools to "facilitate the full participation of students who are parents, expectant parents, or victims of domestic or sexual violence" by providing certain in-school support services. For further information, see sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[9] For boards that want to incorporate ISBE's *Sample District Policy and Administrative Procedures* policy recommendations into this policy (see f/n 4 above), insert:

1. In place of "or gender identity" as follows: "~~or~~ gender identity, or gender expression".
2. The following sentence as the second sentence of this subhead: "Students shall be supported in a manner consistent with their gender identity. This will include, but not be limited to, use of restrooms, locker rooms, and other facilities that correspond with the student's gender identity."

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Superintendent (pursuant to 105 ILCS 5/3-10) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8). [10]

Any student may file a sexual harassment ~~discrimination~~ complaint by using Board policy 2:265, *Title IX Grievance Procedure*.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator~~, who also serves as the District's~~ and a Title IX Coordinator.[11] The Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and related grievance procedures. [12]

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

[10] Districts must have a sex equity grievance procedure and must tell students that they may appeal a board's resolution of a sex equity complaint to the Regional Superintendent and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. Student complaints regarding breastfeeding accommodations must also be processed in accordance with these procedures ~~as well as Title IX~~. See sample policy~~ies~~ 2:260, *Uniform Grievance Procedure*, at f/n 9~~, and 2:265, *Title IX Grievance Procedure*~~.

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director."

[11] Required by regulations implementing Title IX. 34 C.F.R. §106.8(a). See f/ns 24 and 25 in sample policy 2:260, *Uniform Grievance Procedure*. The Nondiscrimination Coordinator often also serves as the Title IX Coordinator. ~~If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, amend this sentence to state: "The Superintendent shall appoint a Nondiscrimination Coordinator and a Title IX Coordinator."~~

[12] Required by regulations implementing Title IX. 34 C.F.R. Part 106; 23 Ill.Admin.Code §200.40. Comprehensive faculty and student handbooks can provide required notices, along with other important information, to recipients. Handbooks can be developed by the building principal but should be reviewed and approved by the superintendent and board. Faculty handbooks may contain working conditions and be subject to mandatory collective bargaining. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.

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LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).
Ill. Constitution, Art. I, §18.
105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60, 5/10-20.63, 5/10-22.5, 5/26A, and 5/27-1.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
775 ILCS 35/5, Religious Freedom Restoration Act.
23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:165 (School Uniforms), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:330 (Student Use of Buildings - Equal Access), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

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Reflects Title IX Lawsuit

Students

Administrative Procedure - Accommodating Transgender, Nonbinary, or Gender Nonconforming Students [1]

This procedure's accommodation and support guidelines advance the District's goals of: (1) providing all students equal access to a safe, non-hostile learning environment, and (2) implementing risk management controls in a developing and unsettled area of the law in which the federal Dept. of Education's Office ~~of~~for Civil Rights (OCR) and Dept. of Justice (DOJ) have issued guidance.

While there is no mandate requiring procedures for accommodating transgender, nonbinary, and gender nonconforming students, this procedure guides school officials through the: (1) application of State and federal anti-discrimination laws to this student population, and (2) common needs for which transgender, nonbinary, or gender nonconforming students may request accommodations and support at school. This procedure applies to all school activities, school-provided transportation, and school-sponsored events regardless of where they occur.

The Building Principal, Nondiscrimination Coordinator,[2] Title IX Coordinator, and/or Complaint Manager, with input from others as appropriate, will implement this procedure. They will work with each transgender, nonbinary, or gender nonconforming student, and as appropriate with the student's parent(s)/guardian(s), to manage a student's accommodations and supports on a case-by-case basis. The Board Attorney will be consulted concerning legal compliance.

Gender-Based Discrimination Is Prohibited

School districts must provide equal educational opportunities to transgender, nonbinary, and gender nonconforming students. Under State law, *sex discrimination* extends to claims of discrimination based on *sexual orientation* and *gender identity*. 775 ILCS 5/1-103(O-1); 775 ILCS 5/5-101(11); 23 Ill.Admin.Code §1.240. The Ill. Human Rights Act (IHRA) defines *sexual orientation* as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). IHRA permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103.

Federal law prohibits exclusion and discrimination on the basis of *sex*. 20 U.S.C. §1681(a), Title IX of the Education Amendments of 1972 (Title IX). ~~Updated Title IX regulations explain that discrimination on the basis of sex "includes discrimination on the basis of sex stereotypes, sex characteristics,~~

The footnotes should be removed before the material is used.

[1] Administrative procedures guide the district administration's implementation of board policy. To implement a policy, the purpose and function of the policy must be understood. The purpose and function of 7:10, *Equal Educational Opportunities* is three-fold:

1. to ensure legal compliance with equal educational opportunity (EEO) laws,
2. to direct or authorize the superintendent or staff members to implement EEO laws, and
3. to establish board processes, and/or provide information about EEO laws to staff members and students.

This administrative procedure provides considerations for supports and accommodations that transgender students or gender nonconforming students may need as required by policy 7:10, *Equal Educational Opportunities*.

[2] ~~If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, insert "Title IX Coordinator," here.~~

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~~pregnancy or related conditions, sexual orientation, and gender identity." 34 C.F.R. §106.10.~~ The U.S. Dept. of Education has taken varying positions on the application of Title IX to transgender or gender nonconforming students depending upon the administration in power. However, t~~T~~he Seventh Circuit U.S. Court of Appeals (which has jurisdiction over the State of Illinois) has ruled that a school's practice of denying a transgender student access to the bathroom that aligned with his gender identit~~t~~y violated Title IX because it was a sex-based classification. See Whitaker by Whitaker v. Kenosha Unified Sch. Dist. No. 1 Bd. of Educ., 858 F.3d 1034 (7th Cir. 2017); A.C. v. Metropolitan Sch. Dist. of Martinsville, 45 F.4th 760 (7th Cir. 2023), *cert. denied*, 2024 WL 156480 (2024).

Board policy 7:10, *Equal Educational Opportunities*, recognizes the legal requirements described above. This procedure's guidance on accommodating transgender, nonbinary, or gender nonconforming students is based on non-regulatory guidance from the Ill. State Board of Education (ISBE) and the Ill. Dept. of Human Rights (IDHR), as well as OCR pronouncements. See the last section, **Resources**.

Gender-Based Discrimination, Harassment, and/or Bullying Prohibited

The laws prohibiting gender discrimination require the District to protect transgender, nonbinary, and gender nonconforming students from sex discrimination, sex-based harassment, and bullying by other students. Under Title IX, ~~discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or other related conditions, sexual orientation, and gender identity. Title IX also makes~~ a school district is responsible for damages suffered by a student who was the victim of prohibited sexual ~~based hostile environment~~ harassment: unwelcome ~~sex based~~ conduct ~~that, based on the totality of the circumstances, is subjectively and objectively~~ determined by a reasonable person to be so severe, pervasive, and objectively offensive ~~and is so severe or pervasive~~ that it effectively ~~limits or~~ denies a person's ~~ability to participate in or benefit from~~ equal access to the District's educational program or activity. 34 C.F.R. §106.30(a)~~2~~. Board policy 2:265, *Title IX Grievance Procedure*, and its accompanying procedures are used to address sexual ~~based~~ harassment as defined in Title IX.

The School Code prohibits bullying on the basis of actual or perceived sexual orientation, gender-related identity or expression, and/or association with a person or group with one of the aforementioned actual or perceived characteristics. 105 ILCS 5/27-23.7(a). The Board policy on bullying and the District's suite of bullying prevention materials are used to address and resolve peer bullying and harassment of transgender or gender nonconforming students. See Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

Terminology and Definitions

The District uses the following terms and definitions when discussing accommodations for a transgender, nonbinary, or gender nonconforming student (from the *Arcadia Resolution Agreement*, 7-24-13, at: www.justice.gov/crt/about/edu/documents/arcadiaagree.pdf and ISBE Non-Regulatory Guidance, *Supporting Transgender, Nonbinary and Gender Nonconforming Students*, at: www.isbe.net/supportallstudents). **Note:** Definitions are not intended to label students, but rather to assist with understanding.

Gender-based discrimination – a form of sex discrimination, refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.

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Sex assigned at birth ~~and~~ or assigned sex – a label a person is given at birth, often based on a medical professional's interpretation of the newborn's physical characteristics. Common examples may be *male* or *female*. This is typically the sex reflected on one's original birth certificate.

Gender expression – an individual's characteristics and behaviors such as appearance, dress, grooming, mannerisms, voice or speech patterns, activities, and social interactions that are perceived as masculine, feminine, both, or neither.

Gender identity – a person's internal, deeply held sense or psychological knowledge of their own gender that can include being female, male, another gender, nonbinary, gender nonconforming, or no gender, and is unrelated to the person's sex assigned at birth. Gender identity is an innate part of a person's identity, and the responsibility for determining an individual's gender identity rests with the individual. Unlike gender expression, gender identity is not visible to others.

Nonbinary – a term used to describe people whose gender identity is not exclusively male or female, including those who identify as a gender other than male or female, as more than one gender, or as no gender.

Transgender – an individual whose gender identity is different from the individual's assigned sex at birth. Being transgender is not dependent on appearance, body parts, or medical procedures. Transgender can also be used as an umbrella term that encompasses diversity of gender identities and expressions. For purposes of this procedure, a *transgender student* is a student who consistently and uniformly asserts a gender identity different from the student's assigned sex, or for whom there is documented legal or medical evidence that the gender identity is sincerely held as part of the student's core identity.

Intersex – a term used for a variety of conditions in which a person is born with a reproductive and/or sexual anatomy that does not seem to fit the typical, binary definitions of female or male. Intersex conditions are not always discernable at birth or the awareness of internal anatomy present at birth may not be known to the person until puberty, if it is known at all. A derogatory term previously used for intersex individuals is *hermaphrodite*.

Gender transition – the process whereby people may change their gender expression, bodies, and/or identity documents to match their gender identity. Transition can be social (changing gender expression, using facilities, using a different name/pronouns), medical (hormones and/or surgeries), and/or legal (changing name/gender marker on identity documents), and is different for every individual. It is common for gender transition to be an ongoing process and is unique to each person.

Gender stereotypes – stereotypical notions of masculinity and femininity, including expectations of how boys or girls represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.

Gender nonconforming or gender expansive – one's gender expression or gender identity that does not conform to traditional, societal, or stereotyped expectations based on the sex assigned at birth. Gender expansive individuals may identify as male, female, some combination of both, or neither.

Gender pronouns – the set of words used to refer to someone without using their name. Common examples include, but are not limited to, "she/her/hers," "he/him/his," "they/them/theirs," and "ze/zir/zirs."

Gender support plan – a document that may be used to create a shared understanding about the way in which a student's gender identity will be accounted for and supported at school.

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Facilities – refers to facilities and accommodations used by students at school or during school-sponsored activities and trips, and include, but are not limited to, restrooms, locker rooms, and overnight facilities.

Relevant Board Policies for Accommodations, Supports, and Inclusion of Transgender, Nonbinary, or Gender Nonconforming Students

2:260, *Uniform Grievance Procedure*, contains the process for an individual to seek resolution of a complaint. A student may use this policy to complain about bullying. The District Complaint Manager shall address the complaint promptly and equitably.

2:265, *Title IX Grievance Procedure*, contains the process for an individual to report or complain of sexual harassment ~~discrimination~~ in violation of Title IX~~, including sex-based harassment~~. The District Title IX Coordinator shall address the report or complaint promptly and equitably.

6:60, *Curriculum Content*, requires the history curriculum to include a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBT) people in the history of the U.S. and Illinois and, if offered by the District, requires the implementation of a comprehensive health education program in accordance with State law, which may include the National Sex Education Standards (NSES) sex education curriculum. If NSES is offered, it must be inclusive and sensitive to students' needs on many bases, including based on their status as intersex and based on their gender, gender identity, and gender expression. See 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*.

6:65, *Student Social and Emotional Development*, requires that social and emotional learning be incorporated into the District's curriculum and other educational programs.

7:10, *Equal Educational Opportunities*, requires that equal educational and extracurricular opportunities be available to all students without regard to, among other protected statuses, sex, sexual orientation, and gender identity.

7:20, *Harassment of Students Prohibited*, prohibits any person from harassing, intimidating, or bullying a student based on an actual or perceived characteristic that is identified in the policy including, among other protected statuses, sex, sexual orientation, and gender identity.

7:130, *Student Rights and Responsibilities*, recognizes that all students are entitled to rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting.

7:160, *Student Appearance*, prohibits students from dressing or grooming in such a way as to disrupt the educational process, interfere with a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency.

7:165, *Student Uniforms*, encourages students to wear school uniforms in order to maintain and promote orderly school functions, school safety, and a positive learning environment, if adopted.

7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, contains the comprehensive structure for the District's bullying prevention program.

7:185, *Teen Dating Violence Prohibited*, prohibits students ~~13-19 years of age~~ from using or threatening to use physical, mental, or emotional abuse to control an individual in the dating relationship, and from using or threatening to use sexual violence in the dating relationship.

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7:250, *Student Support Services*, directs the Superintendent to develop protocols for responding to students' social, emotional, or mental health needs that impact learning.

7:290, *Suicide and Depression Awareness and Prevention*, directs the Superintendent to develop, implement, and maintain a suicide and depression awareness and prevention program.

7:330, *Student Use of Buildings - Equal Access*, grants student-initiated groups or clubs the free use of school premises for their meetings, under specified conditions.

7:340, *Student Records*, contains the comprehensive structure for managing school student records, keeping them confidential, and providing access as allowed or required.

Common Needs for Transgender, Nonbinary, or Gender Nonconforming Students; Accommodations and Supports

The goal of an accommodation is to allow a transgender, nonbinary, or gender nonconforming student to equally participate in educational and extracurricular opportunities. The right of transgender students to accommodations is generally found in legislation (IHRA and Title IX) but has not been fully interpreted by the courts. Determining appropriate accommodations must be made on a case-by-case basis depending upon the needs expressed by the student.

The Superintendent may establish a gender support team that will identify accommodations for a specific student. Those accommodations may be documented in a gender support plan or other written document. The Board Attorney should be consulted and may be invited to be a member of the team.

This following list of possible accommodation considerations is not exhaustive, and each student's request must be managed on a case-by-case basis. A particular student may not be interested in an accommodation for each item listed. This area of law is rapidly evolving. **Seek the Board Attorney's advice concerning the scope and extent of accommodations.**

1. Gender transition
2. Names and gender pronouns
3. School student records
   For managing demographic information in the ISBE Student Information System, see www.isbe.net/Documents/student_demographics.pdf. ISBE is not required to collect student sex, sexual orientation, or gender identity data for its major programs, unless required for federal reporting. 20 ILCS 65/20-15(a-5), amended by P.A. 103-175
4. Student privacy and confidentiality
5. Access to gender-segregated areas, e.g., locker rooms and restrooms
6. Sports and physical education classes - participation in competitive athletic activities and contact sports is resolved pursuant to IHSA policy #34, *Policy and School Recommendations for Transgender Participation* at: www.ihsa.org/About-the-IHSA/Constitution-By-laws-Policies.
7. Dress codes
8. Gender segregation in other activities, e.g., class discussions and field trips (including any overnight school trips)
9. Communication with a new school about gender-specific accommodations upon transfer or graduation

Training for School Staff Members

Professional development for staff members should include regular opportunities to gain a better understanding of equal educational opportunity laws, gender identity, gender expression, and gender diversity; the development of gender identity in children and adolescents; developmentally appropriate

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strategies for communicating with students and parents/guardians about issues related to gender identity; gender-affirming approaches to ensuring the safety and support of transgender, nonbinary, and gender nonconforming students; developmentally appropriate strategies for preventing and intervening in bullying incidents; and Board policies regarding equal educational opportunities, bullying, discrimination, and student privacy.

Resources

IDHR, *Non-Regulatory Guidance Relating to Protection of Transgender, Nonbinary, and Gender Nonconforming Students Under the Ill. Human Rights Act* (Dec. 2021), at: https://dhr.illinois.gov/publications/guidance-re-illinois-students-1221.html.

ISBE, *Supporting Transgender, Nonbinary and Gender Nonconforming Students* (Mar. 2020), at: www.isbe.net/supportallstudents.

Gender Spectrum, an organization whose mission is to create a gender-inclusive world for all children and youth, at: www.genderspectrum.org.

Mass. Dept. of Elementary and Secondary Education, *Guidance for Massachusetts Public Schools Creating a Safe and Supportive School Environment Nondiscrimination on the Basis of Gender Identity* (Oct. 2021), at: www.doe.mass.edu/sfs/lgbtq/GenderIdentity.html.

~~OCR Resources for LGBTQI+ Students, at: www2.ed.gov/about/offices/list/ocr/lgbt.html~~

Ill. Association of School Boards, *Transgender, Nonbinary, and Gender Nonconforming Students: Legal Issues* ~~(Sept. 2023)~~, at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/transgender,-nonbinary,-and-gender-nonconforming-s/.

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Updated to Reflect Title IX Lawsuit

Students

Administrative Procedure - Accommodating Breastfeeding Students [1]

The Superintendent or designee shall ensure that students who choose to breastfeed an infant after returning to school are provided reasonable accommodations. A student who is a nursing mother may take reasonable breaks during the school day to express breast milk or breastfeed an infant. The District's Nondiscrimination Coordinator and/or Title IX Coordinator, in consultation with the Building Principal and building-level Article 26A Resource Person (see Board policies 7:250, *Student Support Services*, and 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*), will implement reasonable accommodations for the nursing mother in a manner that minimizes disruption to the student's education.

Reasonable accommodations for breastfeeding students, include, but are not limited to:

1. Access to a private and secure room, other than a bathroom, to express breast milk or breastfeed an infant child.
2. Permission to bring onto the school campus a breast pump or other equipment used to express breast milk.
3. Access to a power source for a breast pump or any other equipment used to express breast milk.
4. Access to a place to store expressed breast milk safely.
5. Reasonable breaks to accommodate the student's need to express breast milk or breastfeed an infant child~~, or attend to health needs associated with breastfeeding (including eating, drinking, or using the restroom)~~.~~[2]~~
6. The opportunity to make up work missed to due to the student's use of reasonable accommodations for breastfeeding.

Complaints

The District's Complaint Manager or ~~Non-discrimination~~Nondiscrimination Coordinator or designee will process any complaints regarding reasonable accommodations for breastfeeding students in accordance with Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*~~2:265, Title IX Grievance Procedure~~. In those cases when~~re~~ a complainant appeals the Superintendent's decision to the Board, the Superintendent will inform the complainant that he or she may appeal the Board's decision to the Regional Superintendent and, thereafter, to the State Superintendent, in accordance with 23 Ill.Admin.Code §200.40.

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The footnotes should be removed before the material is used.

[1] This procedure is appropriate for inclusion in a student handbook. The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/resources/model-student-handbook. Consult ~~with~~ the board attorney for advice regarding what accommodations a school may have to provide to breastfeeding students at off-campus extracurricular activities, such as field trips or recreational trips. There is currently a lack of case law guidance in this area. Protections in the School Code are limited to reasonable accommodations "on a school campus." 105 ILCS 5/10-20.60. However, Title IX regulations generally prohibit fund recipients from applying any rule concerning a student's parental status which treats students differently on the basis of sex. 34 C.F.R. §106.40.

~~[2] 34 C.F.R. §106.40(b)(3)(ii)(C).~~

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LEGAL REF.: 34 C.F.R. §106.40.
105 ILCS 5/10-20.60 and 5/26A.

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Updated to Reflect Title IX lawsuit reverts to 2020 Title IX

Students

Harassment of Students Prohibited [1]

No person, including a School District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity[2]; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened

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

[1] State or federal law requires this subject matter be covered by policy, controls this policy's content, and 105 ILCS 5/10-20.71 requires that every two years, each district within an Illinois county served by an accredited Children's Advocacy Center review all its existing sexual abuse investigation policies and procedures to ensure consistency with 105 ILCS 5/22-85. Each district must also have a policy on bullying. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

This policy's list of protected classifications aligns with the list in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The protected classifications are found in 105 ILCS 5/27-23.7(a), amended by P.A. 103-47; 775 ILCS 5/1-103~~, amended by P.A. 102-896~~; 23 Ill.Admin.Code §1.240.

The list of protected classifications in sample policy 7:10, *Equal Educational Opportunities*, is different – it does not contain the classifications that are exclusively identified in the bullying statute. 105 ILCS 5/27-23.7, amended by P.A. 103-47.

The Ill. Human Rights Act (IHRA) and an Ill. State Board of Education (ISBE) rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/5-101(11); 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103. Additionally, *race* is defined to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5)~~, added by P.A. 102-1102~~. 775 ILCS 5/1-102(A), added *order of protection status* to its list of protected categories. IHRA's jurisdiction regarding schools as a public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying access to facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2~~, amended by P.A. 102-1102~~. It is also a violation of IHRA if a district is aware of an employee or agent's harassment towards a student but fails to take appropriate action to stop the harassment. 775 ILCS 5/5A-101 and 102, amended by P.A. 103-472.

[2] See f/n ~~34~~ 34 in sample policy 7:10, *Equal Educational Opportunities*, for a discussion about Executive Order (EO) 2019-11 establishing the Affirming and Inclusive Schools Task Force (Task Force) that made policy and administrative procedure recommendations to ISBE that are discussed in a its publication *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents.

For boards that want to incorporate ISBE's sample policy recommendation, insert the following in place of "gender identity;": gender; gender identity (whether or not traditionally associated with the student's sex assigned at birth);

If the board inserts this option, it must also insert the options in f/ns ~~34~~ 34 and 89 of policy 7:10, *Equal Educational Opportunities*, but note the protected statuses list in this policy is different and should not be copied from here into 7:10, *Equal Educational Opportunities*.

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or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above. [3]

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.[4] See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with

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[3] This list of examples of prohibited conduct is optional. While hate speech is not specifically mentioned in this paragraph, any hate speech used to harass or intimidate is banned. Hate speech without accompanying misconduct may be prohibited in response to actual incidents when hate speech interfered with the educational environment. West v. Derby Unified Sch. Dist., 206 F.3d 1358 (10th Cir. 2000).

[4] Two laws apply to sexual harassment of students in Illinois. Title IX of the Education Amendments of 1972 (Title IX) ~~and IHRA~~ prohibits ~~discrimination on the basis of sex and~~ sexual~~-based~~ harassment in any educational program or activity receiving federal financial assistance. 20 U.S.C. §1681. Title IX defines sexual harassment as conduct on the basis of sex that meets one or more of the following: (1) a district employee~~, agent, or other authorized person~~ conditions the provision of an aid, benefit, or service on an individual~~a person~~'s participation in unwelcome sexual conduct; (2) unwelcome ~~sex-based~~ conduct ~~that, based on the totality of the circumstances, is subjectively and objectively~~determined by a reasonable person to be so severe, pervasive, and objectively offensive ~~and is so severe or pervasive~~ that it ~~limits or~~ denies a person~~'s ability to participate in or benefit from~~ equal access to the District's education program or activity; or (3) *sexual assault*, *dating violence*, *domestic violence*, or *stalking* as defined in federal law. 34 C.F.R. §106.30~~2~~. See sample policy 2:265, *Title IX Grievance Procedure*, and sample exhibit 2:265-E, *Title IX Glossary of Terms*. Consult the board attorney to ensure the nondiscrimination coordinator and complaint managers are trained to appropriately respond to allegations of Title IX sexual~~-based~~ harassment. See sample procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*~~, and 2:265-AP3, *Title IX Coordinator*~~.

IHRA prohibits any district employee or agent from sexually harassing a student, and defines sexual harassment as any unwelcome sexual advances or requests for sexual favors made to a student, or any conduct of a sexual nature toward a student, when: (1) such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or (2) the district employee or agent either explicitly or implicitly makes the student's submission to or rejection of such conduct as a basis for making various enumerated education-related determinations. 775 ILCS 5/5A-101(E).

School districts are liable for damage awards for an employee's sexual harassment of a student in limited situations. Liability occurs only when a district official who, at a minimum, has authority to institute corrective action, has actual notice of and is deliberately indifferent to the employee's misconduct. Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998). Schools are liable in student-to-student sexual harassment cases when school agents are deliberately indifferent to sexual harassment, of which they have actual knowledge that is so severe, pervasive, and objectively offensive that it can be said to deprive the victims of access to the educational opportunities or benefits provided by the school. Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999). The Ill. Dept. of Human Rights investigates charges of sexual harassment in violation of the IHRA, and it is a civil rights violation when a district fails to take remedial or disciplinary action against an employee the district knows engaged in sexual harassment. 775 ILCS 5/5A-102.

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whom the student is comfortable speaking.[5] ~~A student may choose to report to an employee of the student's same gender.~~

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.[6] The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.[7] ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~[8]

Nondiscrimination Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

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[5] Using "or any employee with whom the student is comfortable speaking" ensures compliance with Title IX regulations providing that "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment is deemed to have *actual knowledge* which triggers a district's duty to respond. 34 C.F.R. §106.30. By including "any employee" in this list, this policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

[6] ~~If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure."~~

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

Each district must communicate its bullying policy to students and their parents/guardians. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

[8] Title IX regulations require districts to ~~designate and authorize at least one employee, referred to as the Title IX Coordinator, who is responsible for coordinating the district's compliance efforts~~identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 17~~1~~ in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

~~The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator." supplement the previous sentence to state "The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.~~

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Complaint Managers:

Ryan Hopper	Janet Gladu
Name	Name
Address	Address
Email	Email
Telephone	Telephone

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school. [9]
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager.~~10~~ Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual ~~based~~ harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the ~~Nondiscrimination~~ Title IX

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[9] In addition to notifying students of Board policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, a district must notify them of the name, office address, email address, and telephone number of district's Title IX Coordinator. 34 C.F.R. §106.8(a). 105 ILCS 5/10-20.69 requires districts to maintain and implement an *age-appropriate* policy on sexual harassment that is included in the school district's student handbook, as well as on a district's website and, if applicable, other areas where such information is posted in each school. The law does not expressly state that the age-appropriate policy is for students; however, that is the most logical interpretation. In practice, most districts maintain a student handbook for each building. Because the law only requires one policy, this policy manages the age-appropriate requirement by directing age-appropriate explanations of the policy be included in the building-level student handbook(s). Student handbooks can be developed by the building principals, but should be reviewed and approved by the superintendent and school board. The Ill. Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.

~~[10] If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager."~~

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Coordinator or designee[11] shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure,* should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.*

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited,* the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in[12] 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

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[11] ~~"Nondiscrimination Coordinator or designee" is used where Title IX is potentially implicated. In contrast, if Title IX is likely not implicated then "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see next paragraph in policy text). If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, delete "Nondiscrimination" and insert "Title IX" in its place.~~

[12] Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For a map of accredited CACs, and to identify a CAC that may serve your district, see www.childrensadvocacycentersofillinois.org/about/map. For further discussion see f/ns 14-16 in sample policy 5:90, *Abused and Neglected Child Reporting*.

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Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance* Procedure, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/26A, 5/27-1, and 5/27-23.7.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill.Admin.Code §1.240 and Part 200.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).
West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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footnotes updated
Minor changes (in footnotes) Related to Suspended/ expelled students

Students

School Admissions and Student Transfers To and From Non-District Schools [1]

Age [*Elementary or Unit Districts only*]

To be eligible for admission, a child must be five years old on or before September 1 of that school term.[2] A child entering first grade must be six years of age on or before September 1 of that school term.[3] Based upon an assessment of a child's readiness to attend school, the District may permit him or her to attend school prior to these dates.[4] A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31.[5] A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age.[6] Early

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[1] State law requires some of the subject matter contained in this sample policy to be covered by policy and controls this policy's content. Boards must adopt a policy on school admissions (105 ILCS 5/10-21.2) and restricting a student from transferring from another school while under a suspension or expulsion from that school (105 ILCS 5/10-22.6). A *registration guidance document*, updated annually, is available from the Ill. State Board of Education (ISBE) at: www.isbe.net/Documents/guidance_reg.pdf.

[2] 105 ILCS 5/10-20.12. The district may, however, establish a kindergarten for children between the ages of 4 and 6 years old. 105 ILCS 5/10-22.18. Any child between the ages of 7 and 17 (unless the child has already graduated from high school) must attend public or private school, with certain exceptions allowed for physical and mental disability, lawful employment, or other reasons as specified by statute. 105 ILCS 5/26-1. The phrase "a child between the ages of 7 and 17" is liberally construed to fully carry out the true intent and meaning of the General Assembly (5 ILCS 70/1.01), which is to ensure that students graduate from high school (105 ILCS 5/26-1). Therefore, "the ages of 7-17" means a child is 17 until his or her 18th birthday.

[3] Optional sentence.

[4] 105 ILCS 5/10-20.12.

[5] Id. Delete the first four sentences in this paragraph if the district operates a year-round school and use the following alternative:

> To be eligible for admission, a child must be at least five years old within 30 days after the commencement of that school term. Based upon an assessment of the child's readiness to attend school, the District may permit him or her to attend school prior to this date. A child may also attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool and continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will attain age six within four months after the commencement of the term.

[6] 105 ILCS 5/14-1.02 and 5/14-1.03a. An ISBE rule states: "Each school district shall be responsible for actively seeking out and identifying all children from birth through age 21 within the district (and those parentally-placed private school children for whom the district is responsible under 34 C.F.R. §300.131) who may be eligible for special education and related services." 23 Ill.Admin.Code §226.100. Note that after a child is determined to be eligible for special education services, the child must be placed in the appropriate program no later than the beginning of the next school semester. 105 ILCS 5/14-8.02, ~~amended by P.A. 102-199~~.

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entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*. [7] [8]

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent. Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. A student will be enrolled without a birth certificate.[9] When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent[10] record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Superintendent or designee shall immediately notify the local law enforcement agency, and shall also notify the person enrolling the student in writing that, unless he or she complies within ten days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that ten-day period, the Superintendent or designee shall so refer the case. The Superintendent or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content. [11]

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[7] 105 ILCS 5/14A-17, Accelerated Placement Act (APA). For high school districts, delete this sentence and the cross reference to 6:135, *Accelerated Placement Program*. See sample policy 6:135, *Accelerated Placement Program*, and sample administrative procedure 6:135-AP, *Accelerated Placement Program Procedures*, for further detail.

Attorneys disagree whether the APA conflicts with 105 ILCS 5/10-20.12 (*School year – School age.)*. See f/n 4 in sample policy 6:135, *Accelerated Placement Program* for a discussion about reconciling the APA and 105 ILCS 5/10-20.12. **Consult the board attorney for guidance.**

[8] Districts should consider implementing specific and objective criteria for early admissions and address such issues as who pays the costs for assessments, etc. Using this exception defeats the age requirement rules because it only relies upon a child's readiness, regardless of his or her age.

[9] Presenting a certified copy of a student's birth certificate is a missing children's law enforcement issue **that may not be used for denying enrollment**. See **Guidance Documents** subhead in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*, for more information about enrollment and residency issues. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa, or other governmental documentation of identity. To balance the tension between the missing children's laws reporting requirements and Plyler v. Doe (457 U.S. 202 (1982)), many attorneys advise not to report a student's failure to produce a birth certificate; however always consult the board attorney for assistance based upon the specific facts of the enrollment situation (see f/n 11 below).

[10] 23 Ill.Admin.Code §375.10 states that the *student permanent record* shall include basic identifying information, including the student's name, birth date and place, and gender, and evidence required under 325 ILCS 50/5(b)(1).

[11] Two almost identical laws govern this requirement: Missing Children Records Act (325 ILCS 50/) and Missing Children Registration Law (325 ILCS 55/). We reconciled their differences as much as possible but chiefly used the language from the Registration Law because it has the clearest explanation. The statutory enforcement requirements, as nonsensical as they may seem, are quoted in the policy. **Important:** Schools cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See Plyler v. Doe. See also f/n 18 below.

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2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*. [12]

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year.[13] Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed. [14]

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment.[15] Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Foster Care Students

The Superintendent will appoint at least one employee to act as a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services (DCFS) when enrolling in or changing schools. The District's liaison ensures that DCFS' Office of

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According to the Ill. State Police, a certified copy of the student's birth certificate is the only acceptable proof of the child's identity and age. 20 Ill.Admin.Code §1290.60(a). For more discussion about acceptable proof of identity, see f/n 1 in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*. The Missing Children Records Act requires schools to make prompt copies of these certified copies. 325 ILCS 50/5(b)(1). Once made, schools need not request another certified copy with respect to that child for any other year in which the child is enrolled in that school or other entity. Id. While the Act does not mandate where the copy should be kept, it is appropriate for placement in the student's permanent record. See 23 Ill.Admin.Code §375.10 and f/n 10, above. The school person who receives the copy of the certified birth certificate should initial and date the document. That way, if there is a question or an investigation (which can happen even years after enrollment) there will not be an issue as to who received the document and the date it was processed.

A district must also *flag* a student's record on notification by the State police of the student's disappearance and report to the State police any request for a *flagged* student record. 325 ILCS 50/3, 50/5.

[12] Each school must maintain records for each student that reflect compliance with the examinations and immunizations required by 105 ILCS 5/27-8.1 and 23 Ill.Admin.Code §1.530(a). A Tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health as having a high incidence of Tuberculosis. 105 ILCS 5/27-8.1(1).

[13] 105 ILCS 5/22-70~~This paragraph is optional in the policy; it reflects the requirements of State and federal law. P.A. 99-30 repealed the Military Compact Act at 105 ILCS 5/22-65 because of the Educational Opportunity for Military Children Act (EOMCA, 105 ILCS 70/); this exact language is not contained in the recoded EOMCA.~~ Districts must report this enrollment information as aggregate data to ISBE. Id.

[14] ~~Optional.~~ The Educational Opportunity for Military Children Act (105 ILCS 70/) further details enrollment and entrance requirements for children of active military personnel. 105 ILCS 70/33. After enrollment, the law allows a district to perform evaluations to ensure appropriate placement of the student. Course, program, graduation, extracurricular(s), and other placement options for this student population are further discussed in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

[15] Required by Education for Homeless Children Act (105 ILCS 45/) and the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.). See §11432(g)(3)(C)(i).

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Education and Transition Services receives all written notices and records pertaining to students in the legal custody of DCFS as required by State law. [16]

Student Transfers To and From Non-District Schools [17]

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term

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[16] Required by 105 ILCS 5/10-20.59~~, amended by P.A. 102-199~~. These liaisons must be licensed under Article 21B of the School Code. 105 ILCS 5/10-20.59~~, amended by P.A. 102-199,~~ directs how employees are prioritized for liaison appointment. Liaisons are "encouraged to build capacity and infrastructure within their school district to support students in the legal custody of the Department of Children and Family Services." Schools are required to give DCFS liaisons certain notices, records, and meeting invitations. See 105 ILCS 5/10-20.77~~, added by P.A. 102-199~~ (notice and invitation to attend parent-teacher conferences and other meetings); 105 ILCS 5/10-21.8~~, amended by P.A. 102-199~~ (copies of correspondence and reports upon request of DCFS); 105 ILCS 5/13B-60.10 (notice and invitation to attend alternative learning opportunities program conference); 105 ILCS 5/14-8.02~~, amended by P.A. 102-199~~ (notices related to special education); 105 ILCS 10/~~, amended by P.A. 102-199~~ (student records). See sample administrative procedure 7:340-AP1, *School Student Records*, for more information regarding DCFS access to the student records of children in its legal custody. The law does not specifically require that a district's DCFS liaison perform these duties; this policy assigns them to the liaison because they logically fit within the responsibilities outlined in 105 ILCS 5/10-20.59, which may include:

1. Streamlining the enrollment process for students in foster care;
2. Implementing student data tracking and monitoring mechanisms;
3. Ensuring that students in DCFS custody receive all school nutrition and meal programs available;
4. Coordinating student withdrawal from a school, record transfers, and credit recovery;
5. Becoming experts on the foster care system and State laws and policies in place that support students in DCFS custody;
6. Coordinating with child welfare partners;
7. Providing foster care-related information and training to the district;
8. Working with DCFS to help students maintain their school placement, if appropriate;
9. Reviewing student schedules to ensure students are on track to graduate;
10. Encouraging a successful transition into adulthood and post-secondary opportunities;
11. Encouraging involvement in extracurricular activities; and
12. Knowing what support is available within the district and community for students in DCFS custody.

[17] 105 ILCS 5/2-3.13a requires each transferor (original) school to keep documentation of transfers in the student's record. It also requires "notification [by the transferee (recipient) school] of the transfer on or before July 31 following the school year during which the student withdraws from the transferor school or school district or the student shall be counted in the calculation of the transferor school's or school district's annual student dropout rate." ISBE rule, 23 Ill.Admin.Code §375.75(e), is consistent with this requirement. The rule also requires the transferring school or district to maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record. Id.

Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student's last school district. 105 ILCS 10/8.1 and 70/32. See also sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

A board has two basic options for students transferring into the district who are serving a suspension or expulsion. Under option one, it may comply with the minimum requirements of 105 ILCS 5/2-3.13a by refusing to allow a student transferring from any public school to attend classes until the period of any suspension or expulsion has expired when the penalty was for: (1) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act; (2) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (3) battering a staff member of the school. Under option two, a board may require a student who was suspended or expelled for *any* reason from any public or private school in this or any other state to complete the entire term of the suspension or expulsion before being admitted to the school district. The sample policy uses the second, more simple, more comprehensive alternative.

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of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

Foreign Students [*High School or Unit Districts only*] [18]

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

A board may adopt a policy providing that if a student is suspended or expelled for any reason from any school, anywhere, the student must complete the suspension's or expulsion's entire term in an alternative school program under Article 13A (105 ILCS 5/13A, amended by P.A. 103-473) or an alternative learning opportunities program under Article 13B (105 ILCS 5/13B) before being admitted into the school district if there is no threat to the safety of students or staff in the alternative program. 105 ILCS 5/2-3.13a and 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. If a board adopts such a policy, it must allow for the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. If a board wants to provide for this alternative, it may add the following to either of the above options and add 105 ILCS 5/26A to the Legal References:

> The Superintendent is authorized to allow a student who was suspended or expelled from any public or private school to be placed in an alternative school program established under Article 13A of the School Code or an alternative learning opportunities program established under Article 13B of the School Code for the remainder of the suspension or expulsion. When determining whether to authorize such placement, the Superintendent shall consider any mitigating factors relating to the suspension or expulsion, including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

[18] Generally, a citizen of a foreign country who wishes to enter the U.S. must first obtain either: (1) a nonimmigrant visa (for temporary stay for tourism, medical treatment, business, temporary work, or study), or (2) an immigrant visa for permanent residence. Common visas presented by foreign students are:

1. J-1 nonimmigrant visas for participants in educational and cultural exchange programs designated by the U.S. Dept. of State (DOS), Exchange Visitor Program, and Designation Staff. These students are enrolled provided they otherwise qualify for admission. For information about J-1 visas and the Exchange Visitor Program, see j1visa.state.gov/programs.
2. F-1 nonimmigrant student visa. F-1 visas are not issued for attendance at an elementary or middle school (K-8). Before obtaining an F-1 student visa, the individual must submit evidence that the school district has been reimbursed for the unsubsidized per capita cost of the education. These students are enrolled provided they otherwise qualify for admission. However, attendance at U.S. public high schools cannot exceed a total of 12 months.
3. B-2 visitor nonimmigrant visas. There is disagreement over whether these students must be enrolled tuition free. Their *visitor* visa is evidence of nonresident status. Call the district's attorney for guidance.
4. The qualified school-age child of an alien who holds another type of visa, i.e., A, E, H, I, L, etc., other than a visitor visa. These students are enrolled provided they otherwise qualify for admission. Likewise, dependents of foreign nationals on long-term visas are enrolled provided they otherwise qualify for admission.
5. No immigration documentation. Plyler v. Doe. A school cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. Thus, undocumented aliens are enrolled, provided they otherwise qualify for admission.
6. Immigrant visa. These students are enrolled provided they otherwise qualify for admission.

The Student and Exchange Visitor Information System (SEVIS) is an Internet-based system that provides tracking and monitoring, with access to accurate and current information on nonimmigrant students (F and M visas) and exchange visitors (J visa), and their dependents (F-2, M-2, and J-2). ~~See §641, Illegal Immigration Reform and Immigrant Responsibility Act, Section 641~~ 8 U.S.C. §1372(c)(2), implemented by 8 C.F.R. §214.1(h), is an exception to the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) authorizing and requiring districts to report information concerning an F, J, or M nonimmigrant to the extent necessary to comply with 8 U.S.C. §1372 and 8 C.F.R. §214.3(g) to certify these students for enrollment. ~~See 8 C.F.R. §214.1(h).~~ SEVIS enables schools and program sponsors to transmit electronic information and event notifications, via the Internet, to the U.S. Dept. of Homeland Security (DHS) and DOS throughout a student's or exchange visitor's stay. SEVIS will provide system alerts, event notifications, and reports to the end-user schools and programs, as well as for DHS and DOS offices.

According to federal regulations, students who apply for F-1, M-1, F-3, J-1, or M-3 visas must pay a fee to the DHS. The regulations describe when and how the fee is to be paid, who is exempt from the fee, and the consequences for failure to pay, 8 C.F.R. Parts 103, 214, and 299.

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The District accepts foreign exchange students with a J-1 visa and who reside within the District as participants in an exchange program sponsored by organizations screened by administration. Exchange students on a J-1 visa are not required to pay tuition. [19]

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the District has temporary guardianship, and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established District rate.[20] F-1 visa student admission is limited to high schools, and attendance may not exceed 12 months.

The Board may limit the number of exchange students admitted in any given year. Exchange students must comply with District immunization requirements. Once admitted, exchange students become subject to all District policies and regulations governing students.

Re-enrollment [21] [*High School or Unit Districts only*]

Re-enrollment shall be denied to any individual 19 years of age or above who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. However, at the Superintendent's or designee's discretion and depending on program availability, the individual may be enrolled in a graduation incentives program established under 105 ILCS 5/26-16 or an alternative learning opportunities program established under 105 ILCS 5/13B-1 (see 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*). Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under policy 7:210, *Expulsion Procedures*. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED diploma. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Improvement Act or accommodation plans under the Rehabilitation Act, Section 504.

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

[19] State law allows, but does not require, boards to waive nonresident tuition for these students. 105 ILCS 5/10-22.5a~~; amended by P.A. 102-126~~.

[20] Exchange students on F-1 visas must pay the full-unsubsidized public education costs before entering the U.S. 8 U.S.C. §1101(a)(15)(F); 8 U.S.C. §1184(m). Boards may not waive the fee.

[21] 105 ILCS 5/26-2(b). The requirements in this section are provided in State law, that is: (1) it is mandatory that a district deny re-enrollment as provided in this section; (2) it is permissive whether to enroll the individual in a district graduation incentives program or alternative learning opportunities program (although depending on circumstances, a student below the age of 20 may be entitled to enroll in a graduation incentives program); (3) it is mandatory to provide due process before denying re-enrollment; (4) it is mandatory to offer the individual who is denied re-enrollment counseling and to direct that person to alternative educational programs; and (5) it is mandatory that this section not apply to students eligible for special education.

105 ILCS 5/26-2(c) allows a district to deny enrollment to a student 17 years of age or older for one semester for failure to meet minimum academic or attendance standards if certain conditions are met. See sample policy 7:70, *Attendance and Truancy*.

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LEGAL REF.: 8 U.S.C. §1101 et seq., Illegal Immigrant and Immigrant Responsibility Act of 1996.
20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/26-1, 5/26-2, and 5/27-8.1.
105 ILCS 10/8.1, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
410 ILCS 315/2, Communicable Disease Prevention Act.
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.
23 Ill.Admin.Code Part 226, Special Education.
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:300 (Graduation Requirements), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:340 (Student Records)

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Minor changes Related to Suspended/ Expelled students

Students

Administrative Procedure - School Admissions and Student Transfers To and From Non-District Schools

Annual Review

The Superintendent or designee reviews this procedure to ensure it is consistent with applicable State and federal laws.

Legal Citations

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parenthesis indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Guidance Documents

The following non-regulatory guidance list provides more information:

1. Ill. State Board of Education's annual registration and enrollment guidance document titled Residency & Enrollment, Immigrant Pupils, Homeless Pupils and School Fees & Waivers, www.isbe.net/Documents/guidance_reg.pdf;
2. *Dear Colleague Letter: School Enrollment Procedures*, (OCR 05/08/14), www.justice.gov/sites/default/files/crt/legacy/2015/01/07/eldcleng.pdf;
3. *Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents* (revised 05/08/14), ~~www2.ed.gov/about/offices/list/ocr/docs/qa-201405.pdf~~www.justice.gov/sites/default/files/crt/legacy/2014/05/08/plylerqa.pdf; and
4. *Fact Sheet: Information on the Rights of All Children to Enroll in School*, ~~www2.ed.gov/about/offices/list/ocr/docs/dcl-factsheet-201405.pdf~~www.justice.gov/sites/default/files/crt/legacy/2014/05/08/plylerfact.pdf.

Transferring In

Steps	Requirements and Actions That Must Be Completed
Compliance with admission eligibility prerequisites in State law and School Board policy	All students seeking admission shall meet all residency, age, health examination, immunization, and other eligibility prerequisites as mandated by State law and School Board policy on admissions. See Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
Compliance with the Missing Children Records Act and	The Building Principal or designee of the school into which the student is transferring shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. 325 ILCS 55/5(b); 20 Ill.Admin.Code §1290.60(a). If the person enrolling a student fails to comply with the above requirement, the Building Principal or designee shall immediately

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Steps	Requirements and Actions That Must Be Completed
Missing Children Registration Law [1]	notify the local law enforcement agency and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the matter will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, refer the case. The Building Principal or designee shall immediately report to the local law enforcement authority and the Ill. ~~Dept. of~~ State Police (ISP) any affidavit explaining the inability to produce a copy of the birth certificate that appears inaccurate or suspicious in form or content. 325 ILCS 50/5(b) and 55/5(b). The Building Principal or designee shall, within 14 days after enrolling a transfer student, request directly from the student's previous school a certified copy of the student's record. 23 Ill.Admin.Code §375.75(b); 325 ILCS 50/5(c) and 55/5(c).
Compliance with the Good Standing Requirement	The parent(s)/guardian(s) of a student who is transferring from an Illinois public school shall ensure that a completed *Good Standing Form* from that school arrives at the school into which the student is transferring. 105 ILCS 5/2-3.13a. The *Good Standing Form*, ISBE Form 33-78, available at: www.isbe.net/Documents/33-78_student_transfer.pdf, indicates whether the student's medical records are current and whether the student is currently being disciplined by a suspension or expulsion. 105 ILCS 5/2-3.13a(b). If the student is transferring from any private school (whether located in Illinois or not) or any non-Illinois public school, the parent(s)/guardian(s) shall certify in writing that the student is not currently serving a suspension or expulsion imposed by the school from which the student is transferring. 105 ILCS 5/2-3.13a(b).

The footnotes should be removed before the material is used.

[1] The Missing Children Records Act (325 ILCS 50/) and the Missing Children Registration Law (325 ILCS 55/) are almost identical. Both require either a certified copy of the student's birth certificate or "other reliable proof, as determined by the ~~[Ill. Dept. of~~Illinois State Police~~]~~, of the child's identity and age and an affidavit explaining the inability to produce a copy of the birth certificate."

What constitutes "other reliable proof of a child's identity" is unclear. The Missing Children Records Act (325 ILCS 50/5(b)(1)) defines it as "a passport, visa or other governmental documentation of the child's identity." The Missing Children Registration Law (325 ILCS 55/5(b)) defines it by referring to the Ill. ~~Dept. of~~ State Police's implementing rule at 20 Ill.Admin.Code §1290.60(a). The rule states that a certified copy of the student's birth certificate is the only acceptable proof of a student's identity and age for purposes of school enrollment. Further, it states that "The Department finds no other proof to be reliable."

Requiring a certified copy of the birth certificate is the best practice to comply with State law but school districts may not prevent or discourage a child from enrolling or attending school because he or she lacks a birth certificate. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa or other governmental or religious documentation of identity. **Important:** Schools cannot deny admission based upon immigration (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See, Plyler v. Doe, 457 U.S. 202 (1982). See also f/n 11 in sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, and the **Guidance Document** subhead of this procedure above.

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Steps	Requirements and Actions That Must Be Completed
	The Building Principal or designee shall deny admittance to any student who was suspended or expelled for any reason from any public or private school in this or any other state until the student completes the entire term of the suspension or expulsion. 105 ILCS 5/2-3.13a(a). **Note:** The ~~Superintendent or designee~~Board may adopt a policy providing that if a student is suspended or expelled for any reason from any public or private school in this or any other state, the student must complete the entire term of the suspension or expulsion~~, upon the request of the parent(s)/guardian(s), place the student~~ in an alternative school program established under the School Code. 105 ILCS 5/2-3.13a(a); 5/10-22.6(g). If the Board adopts such a policy, it must allow the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. ~~**Note:**~~ Amend this paragraph as necessary to be consistent with board policy (see f/n 174, Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, and Board policy 7:190, *Student Behavior*). If the student is transferring from an Illinois public school, the Building Principal or designee shall refuse to admit the student unless the student can produce a *Good Standing Form*. If the student is transferring from any private school (whether located in Illinois or not) or any non-Illinois public school, the Building Principal or designee shall refuse to admit the student unless his or her parent(s)/guardian(s) certify in writing that the student is not currently serving a suspension or expulsion imposed by the school from which the student is transferring.
Compliance with the School Code and the Illinois School Student Records Act	If a request has not been made, the Building Principal shall request academic transcripts and medical records from the student's former school. The Building Principal or designee shall enroll a student whose former school transferred an unofficial record of grades in lieu of the student's official transcript of scholastic records pursuant to 105 ILCS 5/2-3.13a(a) and 23 Ill.Admin.Code §375.75(i). 105 ILCS 10/8.1. Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student's last school district. 105 ILCS 10/8.1(d); 105 ILCS 70/32. Simultaneous with the enrollment of a child of active duty military personnel, the

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Steps	Requirements and Actions That Must Be Completed
	Building Principal or designee shall request the child's educational records from his or her former school. 105 ILCS 70/32.
Compliance with laws concerning education of homeless children	The Building Principal or designee shall immediately enroll a homeless child even if the child is unable to produce records normally required for enrollment, in accordance with Board policy 6:140, *Education of Homeless Children*, and administrative procedure 6:140-AP; *Education of Homeless Children*. 42 U.S.C. §11432(g)(3)(C)(i) (McKinney-Vento Homeless Assistance Act); 105 ILCS 45/1-20. The Building Principal or designee must immediately contact the school last attended by the child to obtain relevant academic and other records. 42 U.S.C. §11432(g)(3)(C)(ii); 105 ILCS 45/1-10.
Other admission steps	Building Principal or designee shall make the class or grade level assignment, with input from a counselor when needed, and may accept or reject the transferring school's recommendations. When parent(s)/guardian(s) of a student eligible for special education present a copy of the student's current individualized education program (IEP) to a new school, the student must be placed in a program described in the IEP. 105 ILCS 10/8.1(c); 23 Ill.Admin.Code §226.50(a)(1). If the school does not receive a copy of the student's current IEP or a verbal or written confirmation of the requirements of that IEP from the previous school district when the student is presented for enrollment, the student must be placed in a setting that the District believes will meet the student's needs until a copy of the current IEP is obtained or a new IEP is developed. 23 Ill.Admin.Code §226.50(a)(2). The Building Principal or designee shall administer a Student Home Language Survey, to each student entering the District's schools for the first time. 23 Ill.Admin.Code §228.15(a). ISBE provides Sample Home Language Surveys that are available in English and twenty-nine other languages under the Home Language Surveys tab at: www.isbe.net/Pages/Screening-for-English-Language-Proficiency.aspx. If the Building Principal or designee did not send a request for records to the student's former school or school district, he or she shall send a notification to the school or school district from which the student transferred documenting that the student has enrolled in the school. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e). The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who

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Steps	Requirements and Actions That Must Be Completed
	is either deployed to active duty or expects to be deployed to active duty during the school year. ~~P.A. 99-30 repealed~~ 105 ILCS 5/22-7065; ~~this language is not contained in 105 ILCS 70/~~. Such students will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed. 105 ILCS 70/33. All course, program, extracurricular, graduation and other placements from the student's former school shall be initially honored if the District has those options, and space is available. 105 ILCS 70/35. *For Districts that collect biometric information*: The Building Principal or designee shall notify the student and the student's parent(s)/guardian(s) of their rights with respect to the collection, distribution, and retention of biometric information in accordance with the **Student Biometric Information Collection** subhead in Board policy 7:340, *Student Records*. 105 ILCS 5/10-20.40; 23 Ill.AdminCode §375.30(a).

Transferring Out

Steps	Requirements and Action That Must Be Completed
Initial step	The parent(s)/guardian(s) of a student shall notify the Building Principal of their intent, pay outstanding fees or fines, sign a release form authorizing the release of student records, and return all school-owned property.
Compliance with the Illinois School Student Records Act	After receiving a request to transfer school student records, the Building Principal or designee of the transferring school must provide written notice of the nature and substance of the information to be transferred and the opportunity to inspect, copy, and challenge the record. 23 Ill.Admin.Code §375.70(a). The Building Principal or designee of the transferring school must, within 10 days of the notice of the student's transfer, forward a copy of the student's school record to the student's new school. 105 ILCS 10/8.1(b); 23 Ill.Admin.Code §375.75(c), (h). Each school must forward written information relative to the grade levels, subjects and record of academic grades achieved, current mathematics and language arts placement levels, health records, and a most current set of standardized test reports. However, if the student has unpaid fines or fees and is transferring to a public school located in Illinois or any other state, an official record of the student's grades will be sent in lieu of the student's official transcript of scholastic records. 105 ILCS 5/2-3.13a(a); 23 Ill.Admin.Code §375.75(i). For children of active duty military personnel, if official educational records cannot be released to a student for the purpose

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Steps	Requirements and Action That Must Be Completed
	of transferring, the Building Principal or designee shall prepare and furnish a complete set of unofficial educational records to the extent feasible. 105 ILCS 70/32(a). The Building Principal or designee shall, within 10 days after the student has paid all of his or her outstanding fines and fees and at the school's own expense, forward an official transcript of the scholastic records as defined in 23 Ill.Admin.Code §375.75(i). 105 ILCS 5/2-3.13a(a). The Building Principal shall notify the parent(s)/guardian(s) and the student of the destruction schedule for the student's permanent and temporary school records and of his or her right to request a copy of those records. 105 ILCS 10/4(h)~~, amended by P.A. 101-161, eff. 1-1-20~~; 23 Ill.Admin.Code §375.40(c). If within 150 days after a student leaves a school, the school has not received a request for the student's record, or been presented with other documentation that the student has enrolled in another school, the student is counted in the school's and District's calculation of its annual dropout rate. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e).
Compliance with requirements for destruction of biometric information (if applicable)	The Building Principal or designee of the transferring school shall, within 30 days, ensure the destruction of any biometric information collected in accordance with the **Student Biometric Information Collection** subhead in 7:340, *Student Records*. No biometric information shall be transferred to another school district in which a student has enrolled. 105 ILCS 5/10-20.40; 23 Ill.Admin.Code §375.70(a)(2). Destruction of a student's biometric information is not subject to authorization by the appropriate Local Record Commission (50 ILCS 205/7). 105 ILCS 5/10-20.40(d); 23 Ill.Admin.Code §375.40(c).
Compliance with the Missing Children Records Act and Missing Children Registration Law	The Building Principal or designee of the transferring school must send the student's records within 10 days of receipt of the request, unless the record has been flagged pursuant to the Missing Children Records Act and/or Missing Children Registration Law; if flagged, the copy shall not be forwarded and the requested school must notify the local law enforcement authority and ISP of the request. 325 ILCS 55/5 and 50/5. If ISP notifies a school of a current or former student's disappearance, the school must flag the student's record so that whenever information regarding the record is requested, the school can immediately report the request to ISP.
Compliance with the Good Standing Requirement	The Building Principal or designee of the transferring school shall send to the school in which the student will or has enrolled a completed *Good Standing Form* (ISBE Form 33-78 available at:

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Steps	Requirements and Action That Must Be Completed
	www.isbe.net/Documents/33-78_student_transfer.pdf) and, if a transferring student is currently suspended or expelled, indicate (105 ILCS 5/2-3.13a(a)): 1. The date and duration of the suspension or expulsion, and 2. Whether the suspension or expulsion is for knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.), for knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis, or for battering a staff member of the school.
Compliance with the Illinois Domestic Violence Act	If a child transferring to another school is a *protected person* under an order of protection, the petitioner may request the Building Principal or designee to provide written notice of the order of protection, along with a certified copy of the order, to the institution to which the child is transferring. 750 ILCS 60/222(f). The Building Principal or designee shall respond to the above request by providing, within 24 hours of the transfer or sooner if possible, written notice of the order of protection, along with a certified copy of the order, to the institution to which the child is transferring. 750 ILCS 60/222(f).
Compliance with requirements for tracking transfer	The Superintendent and Building Principal, or their designees, shall count a student as a dropout in the calculation of a school's and District's annual student dropout rate unless the school or district to which a student transferred sends notification that the student has enrolled in the transferee school or school district. 105 ILCS 5/2-3.13a(c); 23 Ill.Admin.Code §375.75(e).

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
Plyler v. Doe, 457 U.S. 202 (1982).
105 ILCS 5/2-3.13a, ~~and~~ 5/10-20.40, and 5/10-22.6.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
750 ILCS 60/222, Ill. Domestic Violence Act of 1986.
20 Ill.Admin.Code §1290.60(a).
23 Ill.Admin.Code Part 375, Student Records.

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Students

Residence [1]

Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law.[2] A student's residence is the same as the person who has legal custody of the student. [3]

A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement, stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in the District, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency. [4]

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition. [5]

When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military

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[1] State or federal law controls this policy's content. For a resource, see the Ill. State Board of Education's non-regulatory guidance, *Residency & Enrollment, Immigrant Pupils, Homeless Pupils and School Fees & Waivers* at www.isbe.net/Pages/Student-Registration-and-Enrollment-Guidance.aspx.

[2] In certain cases, no tuition may be charged for nonresident children placed: (1) by the Ill. Dept. of Children and Family Services (DCFS) with a foster parent or child care facility, (2) by DCFS with a foster parent, child care facility, relative caregiver or non-custodial parent, as part of a safety plan (105 ILCS 5/10-20.12b, amended by P.A. 103-629); or (3) with a person who (i) has temporary custody of a child of a person who is on active military duty, and (ii) is responsible for making decisions for that child (105 ILCS 70/).

[3] In the case of divorced or divorcing parents, the Ill. Marriage and Dissolution of Marriage Act (IMDMA), 750 ILCS 5/, provides that "for purposes of Section 10-20.12b of the School Code only, the parent with the majority of parenting time is considered to have legal custody." See 750 ILCS 5/606.10. See also the Ill. Council of School Attorneys' *Answers to FAQs Regarding Students with Divorced or Divorcing Parents*, at: www.iasb.com/IASB/media/Documents/FAQDivorcedorDivorcingParents.pdf. The IMDMA also requires a *parenting plan* that sets forth a child's residential address for school enrollment purposes. 750 ILCS 5/602.10(f)(6). **Consult the board attorney when the residential address set forth in a parenting plan is not the address of the parent with the majority of parenting time.**

[4] 105 ILCS 5/10-20.12b. In order to establish residence, a school district may not require a parent to transfer custody/guardianship to the person with whom the child is living. Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992). See also Joel R. v. Bd. of Educ. of Manheim Sch. Dist. 83, 292 Ill.App.3d 607 (1st Dist. 1997).

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

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service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school. [6]

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition. [7]

Residence of Students with Disabilities [8]

The residence of a child with a disability is determined in accordance with 105 ILCS 5/14-1.11, 5/14-1.11a, and 5/14-1.11b.

Requests for Nonresident Student Admission [9]

Nonresident students may attend District schools upon the approval of a request submitted by the student's parent(s)/guardian(s) for nonresident admission. The Superintendent may approve the request subject to the following: [10]

1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.
2. The student will be accepted only if there is sufficient room.
3. The student's parent(s)/guardian(s) will be charged the maximum amount of tuition as allowed by State law. [11]
4. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

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[6] 105 ILCS 5/10-20.12b(a-5).

[7] 105 ILCS 5/10-22.5a(a-5). Military personnel must provide proof that the child will be living within the district within six months after the date of initial enrollment. Proof of residency may include postmarked mail addressed to the military personnel and sent to an address located within the district, a lease agreement for occupancy of a residence located within the district, or proof of ownership of a residence located within the district.

[8] When special education services are provided, a student's resident district is determined by 105 ILCS 5/14-1.11 (when the resident district is the district in which the parent/guardian resides), 14-1.11a, amended by P.A. 103-676 (when the resident district is the district in which the student resides), and 14-1.11b (applying the provisions of 105 ILCS 5/14-1.11 and 14-1.11a to determine the resident district in all cases in which special education services and facilities are provided).

[9] Optional. A district that wants to include this subhead should specify and customize the listed criteria to match local conditions. Consult the board attorney regarding cost exceptions that may be applicable to specific student populations such as students with disabilities.

[10] 105 ILCS 5/10-20.12a(a), amended by P.A.s 103-111 and 103-780, allows boards to adopt a policy to waive nonresident tuition if the student is the child of a district employee. A *child* means a district employee's child who is a biological child, adopted child, foster child, stepchild, or a child for which the employee serves as legal guardian. Id. If a board wishes to accept requests from district employees for their nonresident children to attend school in the district on a tuition-free basis, insert the following language as its own paragraph after the numbered list:

> For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).

[11] 105 ILCS 5/10-20.12a specifies a formula for calculating the maximum amount a district can charge nonresident students.

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Admission of Nonresident Students Pursuant to an Agreement or Order [12]

Nonresident students may attend District schools pursuant to:

1. A written agreement with an adjacent school district to provide for tuition-free attendance by a student of that district, provided both the Superintendent or designee and the adjacent district determine that the student's health and safety will be served by such attendance.
2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition-free attendance by foreign exchange students and nonresident pupils of charitable institutions.
3. According to an intergovernmental agreement, including, but not limited to, an agreement for interdistrict transfer of students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A.
4. Whenever any State or federal law or a court order mandates the acceptance of a nonresident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency.[13] School Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status [14]

If the Superintendent or designee determines that a student attending school on a tuition-free basis is a nonresident of the District for whom tuition is required to be charged, he or she on behalf of the School Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of the District[15] and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, 105 ILCS 5/10-20.12b.

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[12] The agreement described in #1 is optional (105 ILCS 5/10-22.5a(a)) and districts are not required to enter into such agreements nor to alter existing transportation services due to the attendance of such nonresident students. The agreement described in #2 is optional (105 ILCS 5/10-22.5a(a)); districts should be sure it is consistent with sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.

An example of an agreement described in #3 is one to accept nonresident students; entering into such an agreement is optional. Nonresident students may include students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *Ensuring Success in School Law*, eff. 7-1-25. Interdistrict transfer is not required by Article 26A, but including language about it in this policy is recommended in the 2024 Ensuring Success in School (ESS) Task Force Report to the Governor and the General Assembly, available here: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. For further information about the 2024 ESS Task Force, see f/n 1 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[13] Required by 105 ILCS 45/ and the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq. See §11432 (g)(3)(C)(i).

[14] Id. See sample administrative procedure 7:60-AP1, *Challenging a Student's Residence Status*, for sample procedures implementing this paragraph.

[15] 105 ILCS 5/10-20.12b.

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LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, 5/10-22.5a, 5/14-1.11, 5/14-1.11a, 5/14-1.11b, and 5/26A.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
23 Ill.Admin.Code §1.240.
Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).
Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).
Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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Students

Attendance and Truancy [1]

Compulsory School Attendance [2]

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age.

Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student),[3] attendance at a verified medical or therapeutic

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[1] State law requires boards to adopt a policy covering some of the topics herein and controls this policy's content. 105 ILCS 5/22-92~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~; 23 Ill.Admin Code Part 207. Any school receiving public funds must develop and annually communicate to its students and their parents/guardians an absenteeism and truancy policy. Id. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook* (MSH), at: www.ilprincipals.org/msh/.

This policy must be updated every two years and filed with the Ill. State Board of Education (ISBE) and the regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate]. 105 ILCS 5/22-92(b)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~; 23 Ill.Admin.Code §207.30(a). 105 ILCS 5/3-0.01 states that any references to *regional superintendent* include the chief administrative officer of Intermediate Service Centers established under 105 ILCS 5/2-3.62. See the **Monitoring** subhead and f/n 21, below.

[2] 105 ILCS 5/26-2 addresses enrolled students below or over set compulsory attendance ages. The law also requires any persons having custody or control of a child who is enrolled in grades kindergarten through 12 in the public school to cause the child to attend school.

105 ILCS 5/26-1~~, amended by P.A.s 102-106, 102-266, 102-321, and 102-981,~~ contains the compulsory school age exemptions. Each listed exception is specifically included in the statute, except the reference to *home school*. See sample policy 7:40, *Nonpublic School Students, Including Parochial and Home-Schooled Students*, regarding assigning students who enroll from a non-public school. See sample policy 6:150, *Home and Hospital Instruction*, regarding providing instruction to a pregnant student or other student who is medically unable to attend school.

[3] 105 ILCS 5/26-1 and 5/26-2a~~, amended by P.A.s. 102-266 and 102-321~~. A student may be absent for mental or behavioral health for up to five days without providing a medical note, and the student must be given an opportunity to make up any missed school work. *Medical note* is not defined, but the same portion of the statute discusses a student's inability to attend school due to a disability being certified by an Illinois licensed physician, chiropractic physician, advanced practice registered nurse, or physician assistant; presumably, any of these individuals could provide a *medical note*. After the second mental health day used, the student may be referred to the appropriate school support personnel. Id. See sample policy 7:250, *Student Support Services*.

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appointment (including a victim services provider),[4] observance of a religious holiday, death in the immediate family, attendance at a civic event,[5] family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee.[6] For students who are parents, expectant parents, or victims of domestic or sexual violence, valid cause for absence also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence.[7] Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe. [8]

Absenteeism and Truancy Program

The Superintendent or designee shall manage an absenteeism and truancy program in accordance with the School Code and School Board policy. The program shall include but not be limited to:

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[4] 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25.

[5] 105 ILCS 5/26-1 and 5/26-2a~~, amended by P.A. 102-981~~. Subject to ISBE guidelines, a middle or high school student shall be permitted one school day-long excused absence per school year to engage in a *civic event*, defined as "an event sponsored by a non-profit organization or governmental entity that is open to the public. *Civic event* includes, but is not limited to, an artistic or cultural performance or educational gathering that supports the mission of the sponsoring non-profit organization. Schools may require students to provide an appropriate administrator with reasonable advance notice of the intended absence and documentation of participation.

[6] 105 ILCS 5/22-92(a)(1)~~, added by P.A. 102-157 and renumbered by P.A. 102-813.~~ requires a policy with a definition of valid cause for absence in accordance with 105 ILCS 5/26-2a. These reasons are in 105 ILCS 5/26-2a except that (1) "other reason as approved by the Superintendent," and (2) absences for students to vote authorized by 10 ILCS 5/7-42 and 5/17-15 were added. An ISBE rule requires that the absenteeism and truancy policy define valid causes for absence. 23 Ill.Admin.Code §1.290.

For elementary districts, delete the following phrase from the second sentence of this paragraph: "~~voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15),~~" and delete 7:90, *Release During School Hours*, from the Cross References.

For high school and unit districts that do not wish to include the **Voting** subhead in policy 7:90, *Release During School Hours*, amend the second sentence of this paragraph as follows: "~~policy 7:90, Release During School Hours~~ (the Election Code, 10 ILCS 5/7-42 and 5/17-15,)"and delete 7:90, *Release During School Hours* from the Cross References.

[7] 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Fulfillment of a parenting responsibility* includes, but is not limited to, arranging and providing child care, caring for a sick child, attending prenatal or other medical appointments for the expectant student, and attending medical appointments for a child. Id. *Circumstances resulting from domestic or sexual violence* includes, but is not limited to, experiencing domestic or sexual violence, recovering from physical or psychological injuries, seeking medical attention, seeking services from a domestic or sexual violence organization as defined in 105 ILCS 5/26A-10, seeking psychological or other counseling, participating in safety planning, temporarily or permanently relocating, seeking legal assistance or remedies, or taking any other action to increase the safety or health of the student or to protect the student from future domestic or sexual violence. Id. Before an absence of three or more consecutive days that is related to domestic or sexual violence, a district may require a student to verify his or her claim of domestic or sexual violence under 105 ILCS 5/26A-45. Id. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[8] See f/n 3. In addition, 105 ILCS 5/10-20.78~~, added by P.A. 102-471 and renumbered by P.A. 102-813.~~ requires a written policy related to absences and missed homework or classwork assignments as a result of or related to a student's pregnancy. It makes sense to apply such a policy to all students who are absent for a valid cause.

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1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified. [9]
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran. [10]
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings. [11]
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification. [12]
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in 105 ILCS 5/26-2a.
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem. [13]
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, ~~or~~and information about available community ~~agency~~ services relevant to such

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[9] Any child "necessarily and lawfully employed" may be exempted from attendance by the superintendent "on certification of the facts by and the recommendation of the school board." 105 ILCS 5/26-1. The policy's language serves to delegate this "certification of the facts" to the superintendent or designee. The following option allows a board to consider and include specific criteria in the policy:

A student may be excused, at the Superintendent's discretion, when: (1) the student has a last period study hall, (2) the parent/guardian provides written permission, (3) the student's employer provides written verification of employment, (4) the student provides evidence of a valid work permit, or (5) other reason deemed justifiable by the Superintendent.

Child Labor laws include: 29 C.F.R. Part 570 (minimum age standards, occupations, conditions, etc.); Child Labor Law of 2024, 820 ILCS 206~~205/, amended by P.A. 102-32 and 103-201, eff. 1-1-24~~added by P.A. 103-721 ~~(child labor law)~~; 56 Ill.Admin.Code Part 250 (child labor regulations). To streamline the employment certificate process for minors, the Ill. Dept. of Labor (IDOL) has a paperless certification system for districts to provide IDOL with the name and contact information of the superintendent or designee as the *issuing officer*. The *school issuing officer* will then be granted access to electronically complete and submit either the IDOL's *Employment Certificate Form* or *Temporary Employment Certificate Form*, at: www2.illinois.gov/idol/Laws-Rules/FLS/Pages/Employment-Certificates-Minors.aspx.

[10] 105 ILCS 5/26-1. A student must notify the building principal or other administrator at least two days prior to the absence providing the date, time, and location of the military honors funeral. This requirement may be waived if the student did not receive notice at least two days in advance, but the student shall notify the administration as soon as possible of the absence.

A student whose absence is excused to sound *Taps* shall be counted in attendance for purposes of calculating the average daily attendance of students in the district. The district must allow the student reasonable time to make up school work and if school work is satisfactorily completed, the day of absence is counted as an attendance day for the student.

[11] 105 ILCS 5/26-1. Such a student must be granted five days of excused absences in any school year and, at the board's discretion, may be granted additional excused absences to visit the student's parent/guardian. The student and his/her parent/guardian are responsible for obtaining assignments from the student's teacher prior to any period of excused absence and for ensuring that such assignments are completed by the student prior to his/her return to school from the excused absence period. Id.

[12] This notification is required by 105 ILCS 5/26-3b. Delete for high school districts.

[13] 105 ILCS 5/22-92(a)(2)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~.

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students' needs.[14] See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.

8. A process for the collection and review of chronic absence data and to:
   a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
   b. Encourage the habit of daily attendance and promote success. [15]
9. Reasonable efforts to provide ongoing professional development to ~~teachers, administrators~~all school personnel, Board members, and school resource officers~~, and staff~~ on the appropriate and available supportive services for the promotion of student attendance and engagement. [16]
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered. [17]
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records. [18]

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[14] Id. at (3)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~. The School Code references to dropout prevention include: 105 ILCS 5/26-3a (regional superintendent activities and annual report); 105 ILCS 5/10-20.25a (annual report by boards); and 105 ILCS 5/1A-4(E)~~, amended by P.A. 102-894~~ (ISBE report).

[15] 105 ILCS 5/22-92(a)(4)~~, added by P.A. 102-157 and renumbered by P.A. 102-813.~~ requires the incorporation of provisions relating to chronic absenteeism in accordance with 105 ILCS 5/26-18. 105 ILCS 5/26-18 requires districts to collect and review chronic absence data and determine what systems of support and resources are needed to engage chronically absent students and their families to encourage the habit of daily attendance and promote success. 105 ILCS 5/26-18(c). The review must include an analysis of chronic absence data from each attendance center. Id. Districts are also encouraged to: (1) provide a system of support to students at risk of reaching or exceeding chronic absence levels, i.e., those available through the Illinois Multi-tiered Systems of Support Network; and (2) make resources available to families, i.e., those available through ISBE's Family Engagement Framework, to support and engage students and their families. 105 ILCS 5/26-18(d). *Chronic absence* means "absences that total 10% or more of school days of the most recent school year, including absences with and without valid cause, as defined in Section 26-2a of this Code, and out-of-school suspensions for an enrolled student." 105 ILCS 5/26-18(a). In contrast, a *chronic or habitual truant* is "a child who is subject to compulsory school attendance and who is absent without valid cause from such attendance for 5% or more of the previous 180 regular attendance days." 105 ILCS 5/26-2a.

[16] 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

[17] Use this alternative for districts in suburban Cook County: replace "Regional Office of Education" with "appropriate Intermediate Service Center."

[18] 105 ILCS 5/26-9 requires school officers and superintendents to assist truant officers. A minor who is reported by the regional superintendent as a chronic truant may be adjudicated a "truant minor in need of supervision" if the minor declines or refuses to fully participate in truancy intervention services. 705 ILCS 405/3-33.5, amended by P.A.~~s 102-156 and~~ 103-379. Truant minors in need of supervision may be required by the court to perform reasonable public service that does not interfere with school hours, school-related activities, or work commitments of the minor or the minor's parent, guardian, or legal custodian. Id. Fees or costs may not be ordered or imposed in contempt proceedings related to the minor's adjudication as a truant minor in need of supervision. Id.

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12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student. [19]
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies. [20]

[*For high school and unit districts only*]

14. A process for a 17-year-old resident to participate in the District's various programs and resources for truants.[21] The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student. [22]

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Counties may regulate truants by ordinance and impose fines and/or community services on truants, as permitted by law, or, if the truant is under 10 years of age, on the parent or custodian. 55 ILCS 5/5-1078.2; 55 ILCS 5/5-1101.3, amended by P.A. 103-379. Municipalities may regulate truants by ordinance and impose fines and/or community services on truants, as permitted by law, or, if the truant is under 13 years of age, on the parent or custodian. 65 ILCS 5/11-5-9. Local officials or authorities that enforce, prosecute, or adjudicate municipal ordinances adopted under 65 ILCS 5/11-5-9, or that work with school districts to address truancy problems, are designated as: (a) part of the juvenile justice system, established by the Juvenile Court Act of 1987, and (b) *juvenile authorities* within the definition set forth in subsection (a)(6.5) of Section 10-6 of the Ill. School Student Records Act. 105 ILCS 10/6(a)(6.5). Id. **A superintendent should consult with the board attorney before disclosing school student records to non-district entities.** See 7:340-AP1, *School Student Records*, for a sample procedure for release of such records to juvenile authorities.

Passed in response to a ProPublica article series entitled The Price Kids Pay, at: www.propublica.org/series/the-price-kids-pay. P.A. 103-379 restricts the ability of the juvenile courts and certain county boards to assess fines, fees, assessments, and costs to minors and the minor's parents/guardians, subject to the minor's adjudication under various ordinances and statutes.

[19] 105 ILCS 5/26-12 prohibits punitive action "unless available supportive services and other school resources have been provided to the student." In addition, "a truant minor may not be expelled for nonattendance unless he or she has accrued 15 consecutive days of absences without valid cause and the student cannot be located by the school district or the school district has located the student but cannot, after exhausting all available supportive services, compel the student to return to school." Id.

[20] 105 ILCS 5/26-3a requires the district to "establish, in writing, a set of criteria for use by the local superintendent of schools in determining whether a pupil's failure to attend school is the result of extraordinary circumstances, including but not limited to economic or medical necessity or family hardship."

This statute also requires the "clerk or secretary" of the board to quarterly report to the regional superintendent and Secretary of State the identity of students who were removed from the regular attendance roll, exclusive of transferees, because they were expelled; have withdrawn; left school; withdrew due to extraordinary circumstances; have re-enrolled in school since their names were removed from the attendance rolls; were certified to be chronic or habitual truants; or were previously certified as chronic or habitual truants who have resumed regular school attendance. The statute provides that the status of a driver's license or instructional permit will be jeopardized for a student who is the subject of this notification because of non-attendance unless the non-attendance is due to extraordinary circumstances as determined by the local district. State Superintendent Koch announced in his *Weekly Message*, 8-28-07, see **Funding & Disbursements** subhead, p.2, at: www.isbe.net/Documents_Superintendent_Weekly_Message/message_082807.pdf, that ISBE is delaying implementing this statute based upon legal guidance from the U.S. Dept. of Education's Family Policy Compliance Office that its implementation would violate the federal Family Educational Rights and Privacy Act.

[21] A district must allow this participation; the length of the drop-out period and the documentation requirement contained in the next sentence are permissive. 105 ILCS 5/26-14.

[22] Optional, but provided in 105 ILCS 5/26-2(c)(3); ISBE's rule controls the appeal process, 23 Ill.Admin.Code §1.242.

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~~Monitoring~~ Updating [23]

Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

LEGAL REF.: 105 ILCS 5/22-92 and 5/26-1 through 5/26-3, 5/26-5 through 5/26-16, ~~and~~ 5/26-18, and 5/26A.
705 ILCS 405/3-33.5, Juvenile Court Act of 1987.
23 Ill.Admin.Code §§1.242 and Part 207.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340 (Student Records)

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[23] 105 ILCS 5/22-92(b)~~, added by P.A. 102-157 and renumbered by P.A. 102-813~~. Every two years this policy must be updated and, even if no updates are made, filed with ISBE and the regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate]. Id.; 23 Ill.Admin.Code §207.30. The policy must contain all requirements of 105 ILCS 5/22-92, indicate the date of adoption (by month, day, and year) and any revision dates, and be filed electronically by September 30 each review year through ISBE's Web Application Security (IWAS) system. 23 Ill.Admin.Code §§207.20(a), 207.30(a). If, after review and re-evaluation of the policy, the district determines that no updates are necessary, either a copy of board minutes clearly indicating the policy was re-evaluated and no changes were deemed necessary or a signed statement from the board president indicating the policy was re-evaluated and no changes were deemed necessary must be submitted to IWAS. 23 Ill.Admin.Code §207.30(a)(3). ISBE has stated that for districts that update the adoption date listed on a policy whenever the policy is updated, the date of adoption is sufficient to also indicate the revision date. See ISBE *Absenteeism and Truancy Policy FAQ*, at: www.isbe.net/Documents/Absenteeism-Truancy-Policy-FAQ.pdf.

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Request back to 2020 Title IX

Students

Prevention of and Response to Bullying, Intimidation, and Harassment [1]

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, association with

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[1] All districts must have a policy on bullying, monitor it, review and re-evaluate it, and file it with the Ill. State Board of Education (ISBE) every two years, no later than September 30 of the review year. 105 ILCS 5/27-23.7, amended by P.A. ~~s 102-894 and~~ 103-47; 23 Ill.Admin.Code §1.295. The policy must be based on ISBE's template for a model bullying prevention policy (available at www.isbe.net/Documents/Model-Bullying-Prevention-Policy.pdf), contain all requirements of 105 ILCS 5/27-23.7, indicate the date of adoption (by month, day, and year), and be filed electronically each review year through ISBE's IWAS system. 105 ILCS 5/27-23.7(d), amended by P.A. 103-47; 23 Ill.Admin.Code §1.295(b), (c). ISBE monitors policy implementation, including by providing technical assistance upon receipt of an allegation by a parent/guardian that a school or district has not substantially complied with its bullying policy. 23 Ill.Admin.Code §1.295(e), (f). If a district fails to file its policy by the deadline or submits a deficient policy, ISBE will provide a written request for filing and provide the district with technical assistance and resources to assist it in meeting bullying policy requirements and, as appropriate, notify the district's regional office of education or intermediate service center. 105 ILCS 5/27-23.7(d)~~, amended by P.A. 102-894~~; 23 Ill.Admin.Code §1.295(g). If the district still fails to file its policy within 14 days of receipt of ISBE's written request, ISBE shall issue a letter of non-compliance (23 Ill.Admin.Code §1.295(e)(3)) and publish notice of non-compliance on its website (105 ILCS 5/27-23.7(g)(3)).

This sample policy's first paragraph allows a school board to consider its goals for preventing bullying and remedying its consequences; it may be amended.

In addition to a bullying prevention policy, all districts must have a policy on student behavior. 105 ILCS 5/10-20.14; 23 Ill.Admin.Code §1.280. Boards must, in consultation with their parent-teacher advisory committees and other community-based organizations, address aggressive behavior, including bullying, in their student behavior policy. See sample policy 7:190, *Student Behavior*, and sample exhibit 7:190-E1, *Aggressive Behavior Reporting Letter and Form*.

This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. See f/n 9, below.

Additionally, 105 ILCS 5/27-23.7(f), added by P.A. 103-47, requires districts to collect non-identifiable data regarding verified allegations of bullying within the District and submit it in an annual report to ISBE by no later than August 15 of each year, beginning with the 2024-25 school year through the 2030-31 school year. ISBE rules for data submission require that data be submitted electronically on a form approved by ISBE and include: (1) a record of each verified allegation of bullying and action taken; (2) whether the instance of bullying was based on actual or perceived characteristics identified in 105 ILCS 5/27-23.7(a) and, if so, lists the relevant characteristics; and (3) a record demonstrating that the district adhered to its bullying policy. 23 Ill.Admin.Code §1.295(h). See www.isbe.net/Pages/Bullying-Prevention.aspx for ISBE's *Racism-Free Schools Law and Bullying Prevention Data Collection Guidance* (8-7-24) and *Bullying Racism Free Schools Data Collection Template*.

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a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations: [2]

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7 [3]

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of

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[2] This paragraph and its subparts 1-4 are from the bullying prevention statute. 105 ILCS 5/27-23.7(a); see also 775 ILCS 5/1-103 and 23 Ill.Admin.Code §1.240. With the exception of order of protection status, the protected statuses are mandated by the bullying prevention statute. *Order of protection status* is not a basis for bullying in 105 ILCS 5/27-23.7, amended by P.A. ~~s 102-894 and~~ 103-47, but it is listed here because the Ill. Human Rights Act (IHRA) prohibits harassment based on *order of protection status*. 775 ILCS 5/1-103(K-5), (Q). Including *order of protection status* in the list of protected statuses aligns with the protected statuses listed in sample policy 7:20, *Harassment of Students Prohibited*.

[3] All definitions are directly from 105 ILCS 5/27-23.7. See also resources from Cyberbullying Research Center, available at: www.cyberbullying.org/, and the U.S. School Safety Clearinghouse website at: www.SchoolSafety.gov, discussed in f/n 1, para. 3 of sample policy 4:170, *Safety*.

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another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of bullying. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act. [4]

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards. [5]

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below. [6]

1. The District uses the definition of *bullying* as provided in this policy. [7]
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member

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[4] 105 ILCS 5/27-23.7(b). ~~amended by P.A. 102-241.~~

[5] 105 ILCS 5/27-23.7(b). ~~amended by P.A. 102-197.~~

[6] Each numbered requirement, 1-12, corresponds with the same number in 5/27-23.7(b)(1) - (b)(12), and the requirements of 105 ILCS 5/27-23.7(b)(13) are included in numbered requirement 4. As a result, there are no reference citations in footnotes. All non-statutory requirements, plus alternatives and optional provisions, are described in footnotes.

[7] 105 ILCS 5/27-23.7(b), para. 3(1). See f/n 4, above and ISBE's *School Policies for Bullying Prevention* at: www.isbe.net/Documents/Bullying-Prev-Policy-Req.pdf.

A board may augment the School Code requirement by using this alternative:

Using the definition of *bullying* as provided in this policy, the Superintendent or designee shall emphasize to the school community that: (a) the District prohibits bullying; and (b) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior.

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with whom the student is comfortable speaking.[8] Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying.[9] Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator: [10]

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Complaint Managers:

Name

Address

Email

Telephone

Janet Gladu
Name

Address

Email

Telephone

4. Consistent with federal and State laws and rules governing student privacy rights, the parents/guardians of all students involved in an alleged incident of bullying will be notified of such, along with threats, suggestions, or instances of self-harm determined to be the result of bullying, within 24 hours after the school's administration is made aware of the student's

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[8] The statute requires that the policy contain the email address and telephone number for the staff person(s) responsible for receiving bullying reports. Using the district Nondiscrimination Coordinator and Complaint Managers is consistent with sample policy 2:260, *Uniform Grievance Procedure*. While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored. A telephone number for making anonymous reports may also be added.

[9] 105 ILCS 5/27-23.7(d), requires that "[s]chool personnel available for help with a bully or to make a report about bullying" be made known to parents/guardians, students, and school personnel.

[10] Sample policy 2:260, *Uniform Grievance Procedure*, states that a district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs. ~~If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, list the Title IX and Nondiscrimination Coordinators' names separately in this policy. Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.~~

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involvement in the incident. As appropriate, the school's administration shall also discuss the availability of social work services, counseling, school psychological services, other interventions, and restorative measures. The school shall make diligent efforts to notify a parent or legal guardian, utilizing all contact information the school has available or that can be reasonably obtained within the 24-hour period. [11]

5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
    a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
    b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
    c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
    d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

    The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs. [12]
6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services. [13]
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion[14] with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying,

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[11] 105 ILCS 5/10-20.14 contains a similar requirement. See sample exhibit 7:190-E1, *Aggressive Behavior Reporting Letter and Form*.

[12] This sentence contains requirements found in 105 ILCS 5/27-23.7(d)~~, amended by P.A. 102-894~~.

[13] A grant may be available from ISBE for the promotion of a safe and healthy learning environment. 105 ILCS 5/2-3.180 and 3.181~~, added by P.A. 101-438 and renumbered by P.A. 102-558~~. A list of grant funding opportunities is available at: www.isbe.net/Pages/Grants.aspx. ISBE is also directed to create the Illinois Bullying and Cyberbullying Prevention Fund, through which a grant may be available to support anti-bullying programming. 30 ILCS 105/5.997 and 105 ILCS 5/27-23.7(i)-(j), all added by P.A. 103-47.

[14] Consult the board attorney about the potential conflict of 105 ILCS 5/27-23.7(b)(7) (allowance of suspension and/or expulsion of students for reprisal/retaliation against reports of bullying) with 105 ILCS 5/10-22.6(b-20) (districts must resolve threats, address disruptions, and minimize the length (and implementation of) suspensions and expulsions to the greatest extent practicable). See sample policies 7:200, *Suspension Procedures*, at f/n 8 and 7:210, *Expulsion Procedures*, at f/ns 11 and 13.

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or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.

9. The District's bullying prevention and response plan is based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's publicly accessible website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty. [15]
11. Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation: [16]
    a. The frequency of victimization;
    b. Student, staff, and family observations of safety at a school;
    c. Identification of areas of a school where bullying occurs;
    d. The types of bullying utilized; and
    e. Bystander intervention or participation.

    The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:
        i. An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
        ii. If no revisions are deemed necessary, a copy of ~~b~~Board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
        iii. A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

    The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.
12. The Superintendent or designee shall fully implement the Board policies, including without limitation, the following: [17]

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[15] 105 ILCS 5/27-23.7(b)(10), amended by P.A. 103-47.

[16] 105 ILCS 5/27-23.7. See the ISBE guidance document that is cited in f/n 7, above.

[17] The statute requires that the bullying policy *be consistent with* other board policies. The list of policies may be deleted and the following alternative used: "12. The District's bullying prevention plan must be consistent with other Board policies." If a policy list is included, be sure the referenced policies were adopted locally and amend the list accordingly.

The bullying statute does not identify staff member duties regarding the prevention of or response to student bullying. The following optional provision addresses staff member responsibilities and may be added as a new paragraph 13:

13. The Superintendent or designee shall fully inform staff members of the District's goal to prevent students from engaging in bullying and the measures being used to accomplish it. This includes each of the following:

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Students engaging in any gang-related activity may~~will~~ be subject to one or more of the following disciplinary actions: [3]

Removal from extracurricular and athletic activities
Conference with parent(s)/guardian(s)
Referral to appropriate law enforcement agency
Suspension for up to 10 days
Expulsion not to exceed two calendar years

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[3] Schools may state the possible disciplinary consequences in the manner in which they are stated for other acts of misconduct in the student handbook. 105 ILCS 5/10-22.6(b-10) explicitly forbids zero tolerance policies; therefore, disciplinary consequences should not be stated in a manner that requires suspension or expulsion for particular behaviors.

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Addition of definition of sexting

Students

Student Handbook - Electronic Devices [1]

Electronic Signaling Devices [2]

Students may not use or possess electronic signaling (paging) devices or two-way radios on school property at any time, unless the Building Principal specifically grants permission.

Cell Phones and Other Electronic Devices [3]

The possession and use of ~~smartphones, cell~~ular phones, including smartphones, and other electronic devices, other than paging devices and two-way radios, are subject to the following rules:

1. They must be kept out of sight and in an inconspicuous location, such as a backpack, purse, or locker, unless use is authorized by the teacher or for the reasons in number two, below. [4]
2. They must be turned **off or silenced** during the regular school day unless: (a) the supervising teacher grants permission for them to be used; (b) use of the device is provided in a student's individualized education program (IEP) or Section 504 plan; (c) the device is used during the student's lunch period; or (d) the device is needed during an emergency.
3. They may not be used in any manner that will cause disruption to the educational environment or will otherwise violate student conduct rules.

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[1] 105 ILCS 5/10-20.28, grants school boards the authority to "establish appropriate rules and disciplinary procedures governing the use or possession of cellular radio telecommunication devices by a student while in a school or on school property, during regular school hours, or at any other time." The statute contains no mandates. School boards that adopted policies prohibiting students from using or possessing any cell phones on school property must amend those policies before using this sample student handbook language about cell phones and electronic devices.

Some boards may prefer to maintain their ban on cell phone and pager use and possession on school grounds. With the advent of sexting, bans on cell phone and electronic device usage during school hours are viable sexting prevention options. If so, the administration should not change the student handbook's language with the use of this sample language.

[2] 105 ILCS 5/10-21.10, ~~amended by P.A. 101-87,~~ still prohibits student possession of electronic paging devices unless the school board has expressly authorized use or possession of the device or similar electronic paging device by a student when in a school building or on school property.

[3] The School Code does not define *electronic device*, but the Juvenile Court Act provides guidance in its definition of an *electronic communication device*, and the Criminal Code of 2012 provides guidance in its definition of *computer*. Electronic communication device includes, but is not limited to, electronic devices, wireless telephones, personal digital assistants, or portable or mobile computers, that are capable of transmitting images or pictures. 705 ILCS 405/3-40(a). Computer means a device that accepts, processes, stores, retrieves, or outputs data and includes, but is not limited to, auxiliary storage, including cloud-based networks of remote services hosted on the Internet, and telecommunications devices connected to computers. 720 ILCS 5/17-0.5.

Wireless telephone is synonymous with *cellular telephone* (see www.thesaurus.com, listing cellular and wireless telephones as synonyms). Because the terms are synonyms, an electronic communication device also includes a cellular telephone. While the definition of electronic communication device at 705 ILCS 405/3-40(a) appears to make using *cell phone*, *electronic device*, and *computer* redundant, this sample will continue to use *cell phones* and *electronic devices* for simplicity. Change the subhead to *electronic communication devices* if the district wants to use one term.

[4] Delete this sentence if the board has deleted the *out-of-sight* limitation from board policy 7:190, *Student Behavior*. See sample policy 7:190, *Student Behavior*, at f/n 16.

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4. They may not be used for *sexting*, as defined in Board policy 7:190, *Student Behavior*~~creating, sending, sharing, viewing, receiving, or possessing *indecent visual depictions*[5] or *non-consensual dissemination of private sexual images*[6] as defined in State law, i.e., *sexting*.[7] Possession is prohibited regardless of whether the depiction violates State law~~. Any cellular phone or electronic device may be searched upon reasonable suspicion of sexting or other violations of policy. All sexting violations will require school administrators to follow student discipline policies in addition to contacting the police and reporting suspected child abuse or neglect when appropriate.

Electronic study aids may be used during the school day if:

1. Use of the device is provided in the student's IEP, or
2. Permission is received from the student's teacher; e.g., Bring Your Own Technology (BYOT) programs.

Examples of electronic devices that are used as study aids include: devices with audio or video recording, MP3 players, some cellular phones, smartphones, laptop computers, Chromebooks®, and tablet computers or devices, e.g., iPads®.

Examples of electronic devices that are **not** used as study aids include: hand-held electronic games, MP3 players used for a purpose other than a study aid, global positioning systems (GPS), radios, and cellular phones, including ~~and~~ smartphones (with or without cameras), used for a purpose other than a study aid.

The use of technology as educational material in a curriculum-based program is not a necessity but a privilege, and a student does not have an absolute right to use his or her electronic device while at school. If applicable, using technology as a study aid must always follow the established rules for the BYOT program. Using technology at all other times must always follow the established rules for cellular and smartphones and other electronic devices at school.

The School District is not responsible for the loss or theft of any electronic device brought to school.

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

~~[5] 705 ILCS 405/3-10(a). See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, for the definition. *Indecent visual depiction* means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female, a fully or partially developed breast of the person. This law was enacted to provide law enforcement officials an alternative to bringing child pornography charges against minors in possession of indecent visual depictions through placing them under the supervision of juvenile courts.~~

~~[6] 720 ILCS 5/11-23.5, amended by P.A. 103-825, eff. 1-1-25. See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, for the definition.~~
~~*Non-consensual dissemination of private sexual images* is a crime. It is committed when a person:~~
~~(1) intentionally disseminates an image of another person:~~
~~(A) who is at least 18 years of age; and~~
~~(B) who is identifiable from the image itself or information displayed in connection with the image; and~~
~~(C) who is engaged in a sexual act or whose intimate parts are exposed, in whole or in part; and~~
~~(2) obtains the image under circumstances in which a reasonable person would know or understand that the image was to remain private; and~~
~~(3) knows or should have known that the person in the image has not consented to the dissemination.~~

~~[7] Id. Sexting is a portmanteau word of sex and texting with no clear definition. It is commonly explained as the act of sending *sexually explicit* photos, images, or messages electronically, primarily by mobile phone or the internet. For purposes of this procedure, it includes the Juvenile Court Act and Criminal Code of 2012 definitions of *indecent visual depiction* (see f/n 5) and *non-consensual dissemination of private sexual images* (see f/n 6), respectively.~~

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Additional language in sexting, sending/sharing sexually explicit images, & Reflects Title IX lawsuit

Students

Administrative Procedure - Guidelines for Investigating Sexting Allegations

Establishing procedures with local law enforcement agencies and State's attorneys to investigate allegations of sexting protects the District, its staff and its students from the broad legal implications that sexting allegations present. This administrative procedure contains three sections:

1. Glossary of Terms
2. Preparation of Guidelines for Investigating Sexting Allegations
3. Investigation and Management of Sexting Allegations

Glossary of Terms

Electronic device: any type of electronic communication device, defined in the Juvenile Court Act of 1987 at 705 ILCS 405/3-40(a). It includes, but is not limited to, a wireless telephone, personal digital assistant, or a portable or mobile computer, that is capable of transmitting images or pictures. This includes cellular telephones (see www.thesaurus.com/, listing cellular and wireless telephones as synonyms). For more discussion, see f/n 3 in sample administrative procedure 7:190-AP5, *Student Handbook - Electronic Devices*.

Sexting:[1] ~~a portmanteau word of sex and texting with no clear definition. It is commonly explained as~~ the act of creating, sending, sharing, viewing, receiving, or possessing sexually explicit ~~photos, images, or~~ messages, images, or videos electronically, regardless of whether they are authentic or computer-generated, through the use of a computer, electronic communication device, or cellular phone. ~~electronically, primarily by mobile phone or the internet. For purposes of this procedure, i~~It also includes:

1. Creating, sending, sharing, viewing, receiving, or possessing an *i~~I~~ndecent visual depiction*, which under the Juvenile Court Act of 1987 means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female,[2] a fully or partially developed breast of the person (705 ILCS 405/3-40(a) (enacted to provide law enforcement officials an alternative to bringing child pornography charges against minors in possession of indecent visual depictions through placing them under the supervision of juvenile courts)), or
2. *Non-consensual dissemination of private sexual images*, which under the Criminal Code of 2012 (720 ILCS 5/11-23.5, amended by P.A. 103-825), is a crime that is committed when a person:
    a. intentionally disseminates an image of another person:
        ~~i. who is at least 18 years of age; and~~

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The footnotes should be removed before the material is used.

[1] Ensure the definition of *sexting* in this administrative procedure aligns with the definition that appears in policy 7:190, *Student Behavior*.

[2] 705 ILCS 405/3-40(a) assumes sex is binary and does not address transgender females or individuals who identify as nonbinary. Consult the board attorney about this definition if an involved student is transgender or nonbinary.

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~~ii.~~i. who is identifiable from the image itself or personal identifying information[3] displayed or disseminated in connection with the image, or the identity is known to the person who disseminated the image; and

~~iii.~~ii. who is engaged in a sexual act or whose intimate parts are exposed, in whole or in part; and

b. obtains the image under circumstances in which a reasonable person would know or understand that the image was to remain private; and

c. knows or should have known that the person in the image has not consented to the dissemination ~~(720 ILCS 5/11-23.5(b))~~.

3. *Non-consensual dissemination of sexually explicit digitized depictions.*[4] which under the Criminal Code of 2012 (720 ILCS 5/11-23.7, added by P.A. 103-825), is a crime that is committed when a person:

   a. intentionally disseminates a sexually explicit digitized depiction of another person who is identifiable from the image itself or personal identifying information displayed or disseminated in connection with the image, or the identity is known to the person who disseminated the image; and

   b. knows or should have known the person in the image has not consented to the dissemination.

Preparation of Guidelines for Investigating Sexting Allegations

This section identifies best practices to create guidelines for investigating sexting allegations at the District-wide level. The Superintendent should discuss this procedure with local law enforcement agencies and State's attorneys to minimize the potential legal implications for students and administrators that managing sexting in school presents. Customize the procedure to each District's specific needs.

Actor	Action
Superintendent or designee	Convene a meeting with the Board Attorney, local law enforcement agencies, and State's attorney to determine best practices and procedures for investigating sexting in the District. Use the **Investigation and Management of Sexting Allegations** section (see below) as a template for discussion at the meeting and customize it to meet local considerations as necessary. Ask the Board Attorney to provide direction about searching student-owned electronic devices in Step 2: Isolate Evidence / Confiscate Device in the **Investigation and Management of Sexting Allegations** section (see below).

The footnotes should be removed before the material is used.

[3] *Personal identifying information* is defined in 720 ILCS 5/16-0.1 and includes a person's name, address, date of birth, telephone number, among other items. See 720 ILCS 5/11-23.5, amended by P.A. 103-825, for definitions of other terms in this provision, including *image*, *sexual act*, and *intimate parts*.

[4] *Sexually explicit digitized depiction* means any image, photograph, film, video, digital recording, or other depiction or portrayal that has been created, altered, or otherwise modified to realistically depict either: (1) the intimate parts of another human being as the intimate parts of the depicted individual or computer-generated intimate parts of the depicted individual, or (2) the depicted individual engaging in sexual activity in which the depicted individual did not engage. 720 ILCS 5/11-23.7(a), added by P.A. 103-825. See Id. for definitions of other terms in this provision, including *intimate parts* and *sexual activity*. For *personal identifying information*, see f/n 3, above.

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Actor	Action
	Searching electronic devices involves Fourth Amendment to the U.S. Constitution search and seizure issues. ~~and the~~ The federal Stored Communication Act (SCA) (18 U.S.C. §2701) can also be implicated if the District wants to access information stored on a personal cellular phone from a third-party provider ~~issues~~. Generally asking for permission, calling the parents to come and look through the phone, or getting a warrant solves these ~~is~~ issues. **Note**: See *Searching and Seizing Computers and Obtaining Electronic Evidence Manual* (Sept. 2009), Chapter 3, The Stored Communication Act, at: www.justice.gov/d9/criminal-ccips/legacy/2015/01/14/ssmanual2009_002.pdf ~~https://www.justice.gov/file/442111/download~~ ~~and Orin S. Kerr, *A User's Guide to the Stored Communications Act, and a Legislator's Guide to Amending It*, George Washington Law Review (Aug. 2004), at:~~ ~~courses.ischool.berkeley.edu/i205/s10/readings/week10/kerr-storedcomm.pdf.~~ Identify and list all State's attorneys and local law enforcement agencies with jurisdiction over the District's boundaries. Provide this list to all Building Principals in the District. Provide the local State's attorney offices and law enforcement agencies with an annual list of school buildings and the names of each building's administrators that are located within their jurisdictions. Invite local State's attorney offices and law enforcement agencies to meet with District school officials to provide input on how the District should manage sexting. Add an agenda item about sexting to a Parent Teacher Advisory Committee meeting (see Board policy 2:150, *Committees*). Include information from discussions with State's attorneys and local law enforcement about the issue. Discuss local considerations for: 1. Disciplinary actions and consequences in response to sexting; and 2. Sexting education and prevention efforts. Consider adding information about the negative consequences of sexting to the District's sex education curriculum. See, U.S. Dept. of Justice (DOJ) Guide titled *Citizen's Guide to United States Federal Child Exploitation and Obscenity Laws*, at: www.justice.gov/criminal-ceos/citizens-guide-us-federal-child-exploitation-and-obscenity-laws; ~~MTV's four part series titled *Sexting in America: When Privates Go Public*, available at: www.mtv.com/news/1631123/mtv-news-sexting-in-america-when-privates-go-public-premieres-on-valentines-day/~~.

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Actor	Action
	Consider adding the above resources to exhibit 4:170-AP2, E4, ~~*Exhibit* ~~*Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting*. Convene a meeting with Building Principals to inform them of the District's Investigation and Management of Sexting Allegations procedures (see below). Raise awareness of and increase educational opportunities about sexting as necessary. Follow the Parent Teacher Advisory Committee's recommendations for providing sexting education and prevention efforts.[5] Invite the local State's attorney and local law enforcement to participate in the District's education and prevention efforts.
Building Principals	Educate building staff members about the procedures for **Investigation and Management of Sexting Allegations** (see below). Follow the Investigation and Management of Sexting Allegations.

Investigation and Management of Sexting Allegations

This section relies upon the Building Principal or designee to manage several practical and legal implications when conducting sexting allegation investigations.

Actor	Action
Building Principal or designee	**Step 1: If the alleged conduct is governed by Board policy 2:265, *Title IX Grievance Procedure* (Notification and Information subhead):** Skip Step 2 and consult with the Title IX Coordinator regarding Steps 3, 5, and 6. Continue to follow Step 4. **Note:** The District may not issue discipline for alleged conduct covered by Title IX unless there is a determination at the conclusion of the Title IX Grievance Process that the Respondent engaged in discrimination prohibited by Title IX. **Step 2: If the alleged conduct is not governed by Board policy 2:265, *Title IX Grievance Procedure*, then investigate.** ~~**Investigate**~~ Determine where actions took place. Contact parents/guardians of all students involved. Contact the Superintendent and request permission to contact the Board Attorney. **Step 3~~2~~: Isolate Evidence / Confiscate Device**

The footnotes should be removed before the material is used.

[5] If a district offers the National Sex Education Standards (NSES), any recommendations should align with NSES. See sample policy 6:60, *Curriculum Content*, and its f/n 3~~4~~, and sample administrative procedure 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*.

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Actor	Action
	NEVER transfer or store depictions on personal or school electronic devices to minimize accusations of possession of child pornography. (See 720 ILCS 5/11-20.1 et seq., 720 ILCS 5/11-23.5(c) (provides an exception on transfer of an image for a lawful purpose), and 18 U.S.C. §§2251, 2252, and 2252A). Also see the DOJ's Child Exploitation and Obscenity Section discussing child pornography issues, available at: www.justice.gov/criminal-ceos. Contact the Board Attorney for guidance to determine whether to involve local law enforcement or manage the situation within the District's disciplinary policy. See Joshua D. Herman, *Criminal Law. Sexting: It's No Joke, It's a Crime*. Illinois Bar Journal, Volume 98, No. 4, P. 192 at f/n 42 (published April 2010), at: www.isba.org/ibj/2010/04/criminallaw, (quoting an attorney in the Ill. Attorney General's High Tech Crimes Bureau who advises school administrators to immediately confiscate devices with such material on them and report the incident to law enforcement immediately, stating that possession of a sext message that is child pornography is no different than possessing a "kilo of cocaine.") Follow Board policy 7:140, *Search and Seizure*, and administrative procedure 7:150-AP, *Agency and Police Interviews*. Follow the Board Attorney's direction regarding searches of student owned technological devices. See Preparation of Guidelines for Investigating Sexting Allegations (above). **Step ~~4~~3: Follow the reporting requirements of Board policy 5:90, *Abused and Neglected Child Reporting*, when applicable** A *sexted* image may constitute child abuse depending upon the visual depiction or image, the ages of the individuals involved, and other circumstances. See 325 ILCS 5/3 and 705 ILCS 405/2-3(2) which includes sex offenses defined at 720 ILCS 5/1-1 et seq. School personnel are granted broad immunities against civil and criminal claims for filing reports in good faith, even if the report is unfounded. In contrast, school personnel who willfully fail to report may be guilty of a Class A misdemeanor (325 ILCS 5/4(m)) and face suspension or revocation of their licenses, endorsements, or approvals (105 ILCS 5/21B-75~~, amended by P.A.s 102-552 and 102-702, eff. 7-1-23~~). **Step 54: Determine appropriate disciplinary actions for all students involved in the incident** Evaluate disciplinary options. Remember that a student who forwards sexts of himself or herself likely expected the depiction to remain private. As a result, consider the social stigma, bullying, harassment, and severe embarrassment issues involved in the issue.

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Actor	Action
	Provide ~~an~~ equivalent discipline to all students involved in the creation, dissemination, and storage of the sexted image, whenever possible. ~~See Sorenen, Vitale, and Haase, *Sexting at School: Lessons Learned the Hard Way*, National School Board Association, Council of School Attorney's Inquiry & Analysis, f/n 40 (published February 2010), and available at: http://kyess.org/ns/wp-content/uploads/2020/11/SSI-Sexting-Handout-NSBA-Sexting-at-School-Lessons-Learned-the-Hard-Way.pdf. It discusses several sex equality claims against school districts for punishing students differently when they are involved in the same incident.~~ For situations that may require unequal punishment, contact the Superintendent so that he or she may consult the Board Attorney. **Step 6~~5~~: Prepare a plan to prevent harassment and bullying of involved students** Remind the students and their parents/guardians of the Board policies 2:265, *Title IX Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*. Instruct involved students not to harass anyone involved in the sexting incident and keep the issues confidential. Consider involving the social worker or school counselor, if available, in the process to assist students. Follow Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, for students who violate the policy.

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Reflects Title IX Lawsuit + Article 26a Student

Students

Exhibit - Student Handbook Checklist

The Checklist contains mandatory and recommended notices that schools should give to their students and the students' parents/guardians.[1] *Mandatory* means the notices are legally required. *Recommended* means including the notices are a best practice. The Checklist is in the IASB Policy Reference Manual (PRM) format, and it lists corresponding policies, procedures, and exhibits in numerical order within each sub-headed category. A corresponding citation to the Ill. Principals Association **Online Model Student Handbook (MSH)** is also listed, if one exists. Any handbook should be reviewed by the Board Attorney before distribution to ensure that all mandatory notices are included as this Checklist is subject to change without notice. This Checklist is not a substitute for legal advice.

Mandatory Notices

Student Services

Mandatory Topics	IASB PRM	IPA MSH
Transportation	4:110, *Transportation*	4.10, *Bus Transportation*
Transportation reimbursement eligibility and dispute resolution **Note**: this program has been withdrawn due to lack of funding	4:110, *Transportation*	4.10, *Bus Transportation*
Eligibility criteria for free and reduced lunch	4:130, *Free and Reduced-Price Food Services* 4:130-E, *Free and Reduced-Price Food Services; Meal Charge Notifications*	1.210, *Free and Reduced-Price Food Services; Meal Charge Notifications* 3.10, *Fees, Fines & Charges; Waiver of Student Fees*
Waiver of school fees along with the fee waiver application form	4:140, *Waiver of Student Fees* 4:140-AP, *Fines, Fees, and Charges - Waiver of Student Fees*	3.10, *Fees, Fines & Charges; Waiver of Student Fees* 3.10-E1, *Application for Fee Waiver*

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The footnotes should be removed before the material is used.

[1] In its continuing commitment to help school districts comply with legal requirements for all policies and procedures, the Ill. Principals Association (IPA) in conjunction with the Ill. Association of School Boards' (IASB) **PRESS**, have prepared this checklist to assist school administrators in preparing their student handbooks. A special thank you also goes to the law firm of Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP for allowing IPA and IASB to cross check this *Student Handbook Checklist* against its annual version.

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Mandatory Topics	IASB PRM	IPA MSH
	4:140-E1, *Application for Fee Waiver* 4:140-E3, *Response to Application for Fee Waiver, Appeal, and Response to Appeal*	
School Wellness (required if the District participates in the National School Lunch Program or Breakfast Program)	6:50, *School Wellness*	
Alternative learning opportunities	6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*	2.90, *Credit for Proficiency, Non-District Experiences, Couse Substitutions and Accelerated Placement*
Notification to parents/guardians of English Learners regarding their child's placement in, and information about, the District's English Learners programs	6:160, English Learners	12.60, *English Learners*
Parental involvement under Title I (only when the district receives Title I funds)	6:170, *Title I Programs* 6:170-AP1, *Checklist of Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs* 6:170-AP1, E1, *District-Level Parent and Family Engagement Compact* 6:170-AP1, E2, *School-Level Parent and Family Engagement Compact* 6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws*	12.130, *Parent Notices Required by the Every Student Succeeds Act*

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Mandatory Topics	IASB PRM	IPA MSH
Notice to parents required by the Elementary and Secondary Education Act	6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws*	12.130, *Parent Notices Required by the Every Student Succeeds Act*
Surveys that request personal information from students	7:15, *Student and Family Privacy Rights*	11.10, *Student Privacy Protections*
Birth certificate requirements for enrollment	7:50, *School Admissions and Student Transfers To and From Non-District Schools* 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*	
Dental examinations (K, 2nd, 6th, and 9th grade students)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Eye examinations (K and students enrolling in public school for the first time only)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Vaccinations (influenza)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Administration of medications (includes asthma inhalers and epinephrine injectors, opioid antagonists, and glucagon)	7:270, *Administering Medicines to Students* 7:270-AP1, *Dispensing Medication* 7:270-E1, *School Medication Authorization Form*	5.20, *Student Medication* 5.20-E1, *Student Medication Authorization Form*
Names of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District.	5:100, *Staff Development Program*	10.70, *PUNS Database Information for Students and Parents or Guardians*

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Mandatory Topics	IASB PRM	IPA MSH
Notice of instruction in recognizing and avoiding sexual abuse	6:60-AP1, *Comprehensive Health Education Program* 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*	12.40, *Family Life & Sex Education Classes* 12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction*
Free appropriate public education to students with disabilities Special education services to eligible children whether or not enrolled in the District	6:120, *Education of Children with Disabilities* 6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities* (downloadable from IASB website, www.iasb.com) 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights*	10.10, *Education of Children with Disabilities*
Counseling options for students who are affected by sexual abuse and grooming behavior, along with options for victims of sexual abuse and grooming behavior to obtain assistance and intervention The availability of counseling for students 12 years of age and older without parent/guardian consent under 405 ILCS 5/3-550	7:250, *Student Support Services* 7:250-AP2, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs*	5.30, *Guidance and Counseling*
Support services for students who are parents, expectant parents, or victims of domestic or sexual violence Names and contact information of the Article 26A Resource Person in each school within the District	7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*	5.80, *Ensuring Student Success Act*

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Mandatory Topics	IASB PRM	IPA MSH
	7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*	
Opportunities for registered apprenticeship programs for students in grades 9-12 who are 16 years or older	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*

Student Responsibilities

Mandatory Topics	IASB PRM	IPA MSH
IHSA policy on banned substances (required only for IHSA schools)	6:190, *Extracurricular and Co-Curricular Activities* 6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities* 7:240, *Conduct Code for Participants in Extracurricular Activities* 7:240-AP1, *Code of Conduct for Extracurricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
Absenteeism and truancy	7:70, *Attendance and Truancy*	2.10, *Attendance* 2.50, *Truancy*
Statement of district ownership of and right to search student lockers	7:140, *Search and Seizure*	8.10, *Search and Seizure*
Search procedures for school grounds and lockers	7:140, *Search and Seizure*	8.10, *Search and Seizure*
Notification regarding access to student accounts or profiles on social networking websites	7:140, *Search and Seizure* 7:140-E, *Letter to Parents/Guardians Regarding the Right to Privacy in the School Setting Act*	8.10, *Search and Seizure*

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Mandatory Topics	IASB PRM	IPA MSH
Bullying prohibited and reporting encouraged	7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*	6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment* 6.40-E1, *Aggressive Behavior Reporting Letter and Form*
Teen dating violence prohibited and reporting encouraged	7:185, *Teen Dating Violence Prohibited*	6.45, *Sexual Harassment & Teen Dating Violence Prohibited*
Prohibition of electronic paging devices and making threat by Internet	7:190, *Student Behavior*	6.30, *Student Behavior*
All prohibited conduct in the school discipline code, including, but not limited to: 1. Controlled substances 2. Firearms and other weapons 3. E-cigarettes 4. Gangs and gang-related activity 5. Sexting prohibited	4:170-AP2, E4, *Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting* 7:190, *Student Behavior* 7:190-AP5, *Student Handbook - Electronic Devices* 7:190-AP6, *Guidelines for Investigating Sexting Allegations*	6.30, *Student Behavior*
Inform parents/guardians when their child engaged in aggressive behavior along with the school's early intervention procedures	7:190-E1, *Aggressive Behavior Reporting Letter and Form*	6.40-E1, *Aggressive Behavior Reporting Letter and Form*
Suspension and expulsion, and due process requirements	7:200, *Suspension Procedures* 7:210, *Expulsion Procedures*	6.30-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* 6.30-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form*
School bus safety	7:220, *Bus Conduct*	4.10, *Bus Transportation*

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Mandatory Topics	IASB PRM	IPA MSH
	4:110-AP3, *School Bus Safety Rules*	4.15-E, *School Bus Safety Rules*
Videotape surveillance of buses (if applicable)	7:220, *Bus Conduct* 7:220-AP, *Electronic Recordings on School Buses*	4.10, *Bus Transportation*
Behavior interventions (these may be developed through the Spec. Ed. Coop if the district belongs to one)	7:230, *Misconduct by Students With Disabilities*	10.20, *Discipline of Students with Disabilities*
Dress code	7:160, *Student Appearance*	1.170, *Student Appearance* 6.20, *School Dress Code & Student Appearance*
All other conduct prohibited by Board policy - school discipline code	7:190, *Student Behavior*	6.30, *Student Behavior*

Student Rights

Mandatory Topics	IASB PRM	IPA MSH
Notice of ~~prohibition of~~ contact information for nondiscrimination ~~on the basis of sex under~~ and Title IX~~:~~ ~~that inquiries may be directed to the District Title IX Coordinator, the U.S. Dept. of Education's Office for Civil Rights or both; contact information for the Title IX Coordinator; how to locate board policy;~~ coordinator(s) and how to make reports or complaints of ~~sex~~ discrimination or sexual harassment	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 2:265-AP1, *Title IX Response*	1.50, *Equal Educational Opportunities and Sex Equity* 6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment*
Prohibition of discrimination on the basis of race, color, national origin, sex, sexual orientation, ancestry, age, religious beliefs, physical or mental disability, status as homeless, or actual or potential marital or parental status, including pregnancy	7:10, *Equal Educational Opportunities* 2:265, *Title IX Grievance Procedure*	1.50, *Equal Educational Opportunities and Sex Equity*

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Mandatory Topics	IASB PRM	IPA MSH
Sex equity and grievance procedures	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 7:10, *Equal Educational Opportunities* 7:20, *Harassment of Students Prohibited*	1.50, *Equal Educational Opportunities and Sex Equity*
Sexual harassment prohibited and grievance procedures and age-appropriate information about the sexual harassment policy	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 7:20, *Harassment of Students Prohibited* 7:185, *Teen Dating Violence Prohibited*	6.45, *Sexual Harassment & Teen Dating Violence Prohibited*
Board policy prohibiting discrimination and harassment based on race, color, and national origin, and retaliation, and an accessible and age-appropriate summary of the policy	2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*	6.42, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*
Notify parents of their right to request their child's classroom teachers' qualifications	5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications*	12.130, *Parent Notices Required by the Every Student Succeeds Act*
Educational rights of homeless students in the location where homeless children receive services	6:140, *Education of Homeless Children* 6:140-AP, *Education of Homeless Children*	12.30, *Homeless Child's Right to Education*
Notice of parent/guardian and student rights under the Protection of Pupil Rights Act	7:15, *Student and Family Privacy Rights* 7:15-E, *Notification to Parents of Family Privacy Rights*	11.10, *Student Privacy Protections*
Notice to parents/guardians about social network passwords	7:140, *Search and Seizure* 7:140- E, *Letter to Parents/Guardians Regarding*	6.70, *Access to Student Social Networking Passwords & Websites*

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Mandatory Topics	IASB PRM	IPA MSH
	the Right to Privacy in the School Setting Act	
Notice concerning privacy and access rights to school student records	7:340, *Student Records* 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records* 7:340-AP1, E2, *Using a Photograph or Video Recording of a Student*	11.20, *Student Records*
Disclosure of directory information	7:340-AP1, *E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records* 7:340-AP1, E2, *Using a Photograph or Video Recording of a Student*	11.20, *Student Records*
Information classified as directory information and for objecting to disclosure of information	7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*	11.20, *Student Records*
Military recruiting	7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information* 7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information*	11.20, *Student Records*
Student biometric information (when applicable)	7:340, *Student Records* 7:340-AP1, E5, *Biometric Information Collection Authorization*	11.30, *Student Biometric Information*
Notice to parents/guardians concerning student data collected by schools and operators under the	7:345-AP, E2, *Student Data Privacy; Notice to Parents About Educational Technology Vendors*	7.40, *Annual Notice to Parents about Educational Technology Vendors Under the Student*

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Mandatory Topics	IASB PRM	IPA MSH
Student Online Personal Protection Act		*Online Personal Protection Act*
Notice of disability accommodation	8:70, *Accommodating Individuals with Disabilities*	1.110, *Accommodating Individuals with Disabilities*

General Information

Mandatory Topics	IASB PRM	IPA MSH
Notice before a pesticide application	4:160, *Environmental Quality of Buildings and Grounds* 4:160-AP, *Environmental Quality of Buildings and Grounds*	12.80, *Pesticide Application Notice*
Availability of information concerning sex offenders	4:175-AP1, *Criminal Offender Notification Laws; Screening* 4:175-AP1, E1, *Informing Parents/Guardians About Offender Community Notification Laws*	12.110, *Sex Offender Notification Law*
School bus safety	4:110-AP3, *School Bus Safety Rules*	4.10, *Bus Transportation*
Asbestos management plan, notice of availability		
Notice to parents/guardians and staff of IHSA's online training video about hands-only CPR and AED	4:170, *Safety* 4:170-AP6, E1, *School Staff AED Notification Letter*	
Evidence-informed educational information for parents/guardians on the warning signs of child sexual abuse and grooming, and assistance, referral, or resource information	4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*	1.180, *Awareness and Prevention of Child Sexual Abuse, Grooming Behaviors, and Boundary Violations*
Contact information for the National Suicide Prevention Lifeline, the Crisis Text Line, and either the Safe2Help Illinois helpline and/or a local suicide prevention hotline	7:290, *Suicide and Depression Awareness and Prevention* 7:290-AP, *Resource Guide for Implementation of Suicide and*	

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Mandatory Topics	IASB PRM	IPA MSH
	Depression Awareness and Prevention Program	
Notice that a student athlete and his/her parent must sign acknowledgement of receiving the concussion policy (required only for IHSA schools)	7:305, *Student Athlete Concussions and Head Injuries* 7:305-AP, *Program for Managing Student Athlete Concussions and Head Injuries*	9.30, *Student Athlete Concussions and Head Injuries*
School visitation rights notice	8:95-E1, *Letter Notifying Parents/Guardians of School Visitation Rights* 8:95-E2, Verification of School Visitation	12.70, *School Visitation Rights*
Ill. State Board of Elections one-page document explaining voter registration process, available at www.elections.il.gov/ (high schools only)		
Employee code of professional conduct	5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	1.185, *Faith's Law Notifications*
Notice to parents/guardians of the availability of the Ill. State Board of Education's *Sexual Abuse Response and Prevention Resource Guide*, at www.isbe.net/Documents/Faiths-Law-Resource-Guide.pdf	5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	1.200, *Sexual Abuse Response and Prevention Resource Guide*

Recommended Notices

Student Services

Recommended Topics	IASB PRM	IPA MSH
Information regarding waiver of student fees	4:140, *Waiver of Student Fees*	3.10, *Fees, Fines & Charges; Waiver of Student Fees*
Fire drill program, building specific plan	4:170, *Safety* 4:170-AP1, *Comprehensive Safety and Security Plan*	5.40, *Safety Drill Procedures and Conduct*

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Recommended Topics	IASB PRM	IPA MSH
School safety plans, including severe weather and injury or sudden illness	4:170, *Safety* 4:170-AP1, *Comprehensive Safety and Security Plan* 4:170-AP1, E1, *Accident or Injury Form*	2.100, *Home and Hospital Instruction*
School violence prevention program, including threat assessment teams	4:190, *Targeted School Violence Prevention Program* 4:190-AP2, *Threat Assessment Team (TAT)*	5.70, *Targeted School Violence Prevention Program* 5.70-E, *Targeted School Violence Prevention and Threat Assessment Education*
Home and hospital instruction	6:150, *Home and Hospital Instruction*	2.100, *Home and Hospital Instruction*
Student residency and tuition	7:60, *Residence* 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, *Letter 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*	
Parking, building specific	7:140, *Search and Seizure*	4.20, *Parking*
Health and school counselor and social work access	7:250, *Student Support Services*	5.30, *Guidance & Counseling*
Communicable and infectious disease	7:280, *Communicable and Chronic Infectious Disease*	5.50, *Communicable Disease* 5.60, *Head Lice*

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Recommended Topics	IASB PRM	IPA MSH
	7:280-AP, *Managing Students with Communicable or Infectious Diseases*	
Students with diabetes	6:120-AP4, *Care of Students with Diabetes*	1.130, *Care of Students with Diabetes* 1.130-E1, *Authorization to Provide Diabetic Care*
Medical cannabis administration	7:270-E2, *School Medication Authorization Form - Medical Cannabis*	5.20, *Student Medication*
Anaphylaxis prevention and response	7:285, *Anaphylaxis Prevention, Response, and Management Program* 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*	1.190, *Prevention of Anaphylaxis*
Telephone use, building specific		

Student Programs

Recommended Topics	IASB PRM	IPA MSH
Weighted grades	6:280-AP, *Evaluating and Reporting Student Achievement*	
District philosophy and goals	1:30, *School District Philosophy* 3:10, *Goals and Objectives* 6:10, *Educational Philosophy and Objectives*	
Remote Learning and/or e-learning program(s)	6:20, *School Year Calendar and Day* 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)* 6:185, *Remote Educational Program*	
Anti-bias curriculum	6:60, *Curriculum Content*	

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Recommended Topics	IASB PRM	IPA MSH
Driver education eligibility and requirements (high schools only)	6:60, *Curriculum Content*	
Parental objections to sex education, family life instruction, and sexually transmitted diseases	6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and /or Opt-outs*	12.40, *Family Life & Sex Education Classes* 12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction*
Biking and Walking Safety Education	6:60-AP1, E2, *Resources for Biking and Walking Safety Education*	
Accelerated placement availability	6:135, *Accelerated Placement Program*	2:90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*
Adaptive physical education program exemption	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.80, *Exemption from PE Requirement (Regular Education)*
Bilingual education availability	6:160, *English Learners*	12.60, *English Learners*
Co-curricular activities	6:190, *Extracurricular and Co-Curricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
"No Pass, No Play"	6:190, *Extracurricular and Co-Curricular Activities* 6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
Parental right to review instructional materials	6:210, *Instructional Materials*	11.10, *Student Privacy Protections*
Acceptable use and Internet safety	6:235, *Access to Electronic Networks* 6:235-AP1, *Acceptable Use of the District's Electronic Networks*	7.10, *Acceptable Use of the District's Electronic Networks*

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Recommended Topics	IASB PRM	IPA MSH
	6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks* 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks*	7.10-E1, *Student Authorization for Access to the District's Electronic Networks*
Social promotion	6:280, *Grading and Promotion* 6:280-AP, *Evaluating and Reporting Student Achievement*	2.60, *Grading and Promotion*
High school graduation requirements (high schools only)	6:300, *Graduation Requirements*	2.120, *High School Graduation Requirements*
Right of students with IEP to participate in graduation ceremony (high schools only)	6:300, *Graduation Requirements*	10.40, *Certificate of High School Completion*
Physical education, including waiver of required classes	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.80, *Exemption from PE Requirement (Regular Education)* 10.30, *Exemption from PE Requirement (Special Education)*
Class schedules, building specific		
Schedule of testing programs, building specific	6:340, *Student Testing and Assessment Program*	
Student distribution of non-curricular material	7:310, *Restrictions on Publications; Elementary Schools* 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools* 7:315, *Restrictions on Publications; High Schools* 7:315-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools*	7.20, *Guidelines for Student Distribution of Non-School Sponsored Publications* 7.27, *Access to Non-School Sponsored Publications*

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General Information

Recommended Topics	IASB PRM	IPA MSH
School calendar	6:20, *School Year Calendar and Day*	
Field trip	6:240, *Field Trips* 6:240-AP, *Field Trip Guidelines*	6.60, *Field Trips*
Release time for religious instruction/observance	7:80, *Release Time for Religious Instruction/Observance*	2.30, *Release Time for Religious Instruction and Observance*
Release time for students voting in elections	7:90, *Release During School Hours*	
Extracurricular drug and alcohol testing (if applicable)	7:240-AP2, *Extracurricular Drug and Alcohol Testing Program* 7:240-AP2, E1, *Consent to Participate in Extracurricular Drug and Alcohol Testing Program*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
Eligibility to remove college entrance exams from student transcripts	7:340, *Student Records*	11.20, *Student Records*
Equal access to school facilities	8:20, *Community Use of School Facilities*	
Identification and registration of persons entering the school building	8:30, *Visitors to and Conduct on School Property*	1.40, *Visitors*
Statement that the handbook is: 1. Only a summary of board policies governing the district; board policies are available to the public at the district office 2. A document that may be amended during the year without notice 3. Is a communication tool of all policies to persons expected to execute and comply with them	2:240, *Board Policy Development*	1.20, *Student/Parent Handbook Acknowledgement and Pledge* 1.30, *General School Information*
Address of District offices, list of administrators, and contact information	2:250, *Access to District Public Records*	1.30, *General School Information*

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Recommended Topics	IASB PRM	IPA MSH
	2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	
Board members' names	2:250, *Access to District Public Records* 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	1.30, *General School Information*
List of District school addresses	2:250, *Access to District Public Records* 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	1.30, *General School Information*

Special Circumstance Notifications

Special Circumstance Topics	IASB PRM	IPA MSH
Notification for unsafe school transfer choice	4:170, *Safety* 4:170-AP5, *Unsafe School Choice Option*	12.100, *Unsafe School Choice Option*

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Special Circumstance Topics	IASB PRM	IPA MSH
Notification of right to review teachers' qualifications	5:190, *Teacher Qualifications* 5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications* 5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements* 5:190-E3, *Letter to Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements for the Grade Level and Subject Area of Assignment*	12.130, *Parent Notices Required by the Every Student Succeeds Act*
Notice when: 1. Student is being taught by a teacher who is not highly qualified, 2. School identified as in need of improvement, 3. Schools are identified for corrective action, 4. Schools are identified for restructuring, 5. There is eligibility for supplemental educational services, and 6. The district offers voluntary school choice, if applicable	5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements* 6:15, *School Accountability*	
Credit for proficiency	6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*	2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*

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Updated to reflect Article ... Students may disclose factors & allowed to have a representative and/or support person

Students

Suspension Procedures [1]

In-School Suspension [2]

The Superintendent or designee is authorized to maintain an in-school suspension program. The program shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

Out-of-School Suspension

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following: [3]

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).

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

[1] State law requires districts to have a policy on student discipline. 105 ILCS 5/10-20.14, amended by P.A. 103-896; 23 Ill.Admin.Code §1.280. State or federal law controls this policy's content.

Boards may authorize *by policy* the superintendent, building principal, assistant building principal, or dean of students to suspend students guilty of gross disobedience or misconduct from school, including all school functions. 105 ILCS 5/10-22.6(b), amended by P.A. 103-896. See sample policy 7:190, *Student Behavior*, for such an authorization.

[2] An in-school suspension program may focus on promoting non-violent conflict resolution and positive interaction with other students and school personnel, and districts may employ a school social worker or a licensed mental health professional to oversee in-school suspension programs. 105 ILCS 5/10-22.6(l), amended by P.A. 103-896. Providing programming during in-school suspensions is not required; however, providing educational programs during in-school suspensions will help distinguish them from exclusionary suspensions. See f/n 4 in sample policy 5:230, *Maintaining Student Discipline*, for further discussion of in-school suspension programs. Contact the board attorney for advice concerning amending this section.

20 ILCS 1705/76 requires the Ill. Dept. of Public Health to create and maintain an online database and resource page on its website that contains mental health resources specifically geared toward school social workers, school counselors, parents, teachers, and school support personnel. See the database at: www.dhs.state.il.us.

[3] Suspension procedures are required by State law. 105 ILCS 5/10-22.6, amended by P.A. 103-896. The right to attend school is a property right protected by the due process clause of the U.S. Constitution. Goss v. Lopez, 419 U.S. 565 (1975). Imposing a short deprivation of this property right by suspending a student for 10 or fewer days requires only minimal due process. The student must be generally informed of the reasons for the possible suspension and be permitted to tell his/her version of the story. Making a decision to suspend before the hearing violates the basic due process requirement that the hearing be meaningful. Sieck v. Oak Park-River Forest High Sch., 807 F.Supp. 73 (N.D. Ill. 1992).

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4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall: [4]
   a. Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
   b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit; [5]
   c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
   d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
   e. Depending upon the length of the out-of-school suspension, include the following applicable information:
      i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose: [6]
         a) A threat to school safety, or
         b) A disruption to other students' learning opportunities.
      ii. For a suspension of 4 or more school days, an explanation: [7]
         a) That other appropriate and available behavioral and disciplinary interventions have been exhausted,
         b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student,[8] and
         c) That the student's continuing presence in school would either:
            i) Pose a threat to the safety of other students, staff, or members of the school community, or
            ii) Substantially disrupt, impede, or interfere with the operation of the school.

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

[4] 105 ILCS 5/10-22.6, amended by P.A. 103-896.

Consult the board attorney (1) about the specific documentation required in this portion of the notice, and (2) to ensure that 7:200-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* and 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form* reflect the exact practices that the district will use to implement this requirement.

[5] Required by 105 ILCS 5/10-22.6(b-30).

[6] 105 ILCS 5/10-22.6(b-15) explains that "threat to school safety or a disruption to other students' learning opportunities" shall be determined by the school board or its designee on a case-by-case basis. **Consult the board attorney for specific advice regarding the application of these statutory terms in this context (see f/n 8, below).**

[7] 105 ILCS 5/10-22.6(b-20). School officials are granted the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted;" and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community, or (ii) substantially disrupt, impede, or interfere with the operation of the school." Consult the board attorney to request specific training for school officials to apply these statutory terms in this context.

[8] While school officials have discretion to determine the length of suspensions, they must resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable. 105 ILCS 5/10-22.6(b-20). **Consult the board attorney about the practical implementation of documenting other appropriate and available interventions for the student.**

Last, the law also requires school districts to make reasonable efforts to provide ongoing professional development to all school personnel, school board members, and school resource officers on the requirements of 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14, adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, *trauma-responsive learning environments* as defined in 105 ILCS 5/3-11(b), appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

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d) Of ~~For a suspension of 4 or more school days, the information listed in section 4.3.ii., above, along with documentation by the Superintendent or designee determining~~ what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension, as determined by the Superintendent or designee. [9]

5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.

6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board.[10]

   a. At the review, the student~~'s~~ and his or her parent(s)/guardian(s) may appear with a representative of their choice and at their expense, be accompanied by a support person of their choice and at their expense, disclose any factor to be considered in mitigation (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), and discuss the suspension with the Board or its hearing officer ~~and may be represented by counsel~~. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [11]

   b. If the review involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [12]

   c. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.[13]

   d. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above. [14]

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

[9] 105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896. In consultation with stakeholders, the Ill. State Board of Education (ISBE) must draft and publish guidance for the re-engagement of students who are suspended out-of-school, expelled, or returning from an alternative school setting by 7-1-25. Id.

[10] A board may hear student disciplinary cases in a meeting closed to the public. 5 ILCS 120/2(c)(9).

[11] 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. A representative chosen by the parent/guardian (or by the student, if emancipated) must be permitted to represent the student "throughout the proceedings and to address the school board or its appointed hearing officer." A support person chosen by the parent/guardian (or by the student, if emancipated) must also be permitted to accompany the student to any expulsion hearing or proceeding. Id. For the definition of *support person*, see sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[12] 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[13] 105 ILCS 5/10-22.6(c)~~, amended by P.A. 102-539~~.

[14] 105 ILCS 5/10-22.6(b)~~, amended by P.A. 103-896~~.

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LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.
23 Ill.Admin.Code §1.280.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

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Students

Expulsion Procedures [1]

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following: [2]

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, return receipt requested. [3] The request shall: [4]
   a. Include the time, date, and place for the hearing.
   b. Briefly describe what will happen during the hearing.
   c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
   d. Inform the student and parent(s)/guardian(s) that a representative of their choice and at their expense is permitted to represent the student throughout the proceedings and to address the Board or its hearing officer.
   ~~c.~~e. Inform the student and parent(s)/guardian(s) that a support person of their choice and at their expense is permitted to accompany the student throughout the proceedings.
   ~~d.~~f. List the student's prior suspension(s).
   ~~e.~~g. State that the School Code allows the School Board to expel a student for a definite period of time not to exceed ~~2~~two calendar years, as determined on a case-by-case basis.
   ~~f.~~h. Ask that the student or parent(s)/guardian(s) ~~or attorney~~ inform the Superintendent or Board Attorney if the student will ~~be represented by an attorney~~appear with a representative and/or support person and, if so, provide the ~~attorney's~~ name(s) and contact information for the representative and/or support person.

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

[1] State or federal law requires districts to have a policy on student discipline. 105 ILCS 5/10-20.14, amended by P.A. 103-896; 23 Ill.Admin.Code §1.280. State or federal law controls this policy's content. The discipline of special education students must comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's Special Education rules. See sample policy 7:230, *Misconduct by Students with Disabilities*.

[2] Expulsion procedures are required by State law. 105 ILCS 5/10-22.6(a), amended by P.A. 103-896. The right to attend school is a property right protected by the due process clause of the U.S. Constitution. Goss v. Lopez, 419 U.S. 565 (1975). Thus, an expulsion of more than 10 days requires due process including, but not limited to, notice of the charges, an opportunity to hear the evidence in support of the charges, an opportunity to refute them, and a decision by an impartial decision maker based on the evidence presented. The adequacy of an expulsion hearing is frequently challenged; the board attorney should be consulted as every due process analysis will be highly fact-specific. See f/ns 9 and 12, *infra*.

[3] 105 ILCS 5/10-22.6(a), amended by P.A. 103-896. Whenever the term "registered mail" is used in the School Code, it shall be deemed to authorize the use of either registered mail or certified mail, return receipt requested. 105 ILCS 5/1-3.5.

[4] Id. Items a and b address due process, which includes the right to receive a notice with enough detail and with enough time to prepare a defense. Item c details the requirements pertaining to expulsions throughout 105 ILCS 5/10-22.6. Items d and e are required by 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. See f/n 7, below. Items ~~d~~f through ~~f~~h are optional best practice inclusions. **Consult the board attorney about the specific documentation required in this portion of the notice to ensure the district's practice matches the policy language.**

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2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it.[5] If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate.

~~2.~~3. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board. [6]

4. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged.

   a. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student.

   b. The student and his or her parent(s)/guardian(s) may ~~be represented by counsel~~appear with a representative, be accompanied by a support person, disclose any factor to be considered in mitigation (including his or her status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [7]

   c. If the expulsion hearing involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [8]

~~3.~~5. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.

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

[5] A board may hear student disciplinary cases in a meeting closed to the public. 5 ILCS 120/2(c)(9).

[6] 105 ILCS 5/10-22.6(c)~~, amended by P.A. 102-539~~.

[7] 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. For the definition of *support person*, see sample administrative procedure 7:255-AP1, *Supporting Students who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

A student's opportunity to offer evidence, present witnesses, cross-examine witnesses, and otherwise present reasons why the student should not be expelled generally outweighs a district's interest in not providing the student these opportunities. See, Camlin v. Beecher Comm. Sch. Dist., 339 Ill.App.3d 1013 (3rd Dist. 2003) and Colquitt v. Rich Tsp H. S. Dist., 298 Ill.App.3d 856 (1st Dist. 1998). Determining whether denying these opportunities would violate a student's right to due process requires a careful analysis of the facts and federal case law. See Brown v. Plainfield Dist., 500 F. Supp.2d 996 (N.D. Il. 2007) and Coronado v. Valleyview Sch. Dist., 537 F.3d 791 (7th Cir. 2008).

[8] 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

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~~4.~~6. If the Board acts to expel the student, its written expulsion decision shall: [9]

a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school. [10]

b. Provide a rationale for the specific duration of the recommended expulsion. [11]

c. Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student. [12]

d. Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school. [13]

e. Upon expulsion, the District may refer the student to appropriate and available support services. [14]

LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities)

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

[9] **Consult the board attorney to request specific training for school officials to apply these statutory terms in the context of expulsions.** See sample exhibit 7:210-E1, *Notice of Expulsion Hearing*. The law gives school officials discretion while also requiring them to resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable. 105 ILCS 5/10-22.6(b-20). Yet, the law also requires school districts to make reasonable efforts to provide ongoing professional development to ~~teachers, administrators~~all school personnel, school board members, and school resources officers~~, and staff~~ on the requirements of 105 ILCS 5/10-22.6 and 105 ILCS 5/10-20.14, adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, trauma-responsive learning environments as defined in 105 ILCS 5/3-11(b), and developmentally appropriate disciplinary methods that promote positive and healthy school climates. 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896.

[10] 105 ILCS 5/10-22.6(a), amended by P.A. 103-896.

[11] Id.

[12] 105 ILCS 5/10-22.6(b-20) requires and grants school officials the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted," and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school."

[13] Id.

[14] 105 ILCS 5/10-22.6(b-25), amended by P.A. 103-896. **Consult the board attorney about transfers to an alternative program pursuant to Article 13A of the School Code.** See Leak v. Bd. of Educ. of Rich Twp. High Sch. Dist. 227, 2015 IL App (1st) 143202, requiring *obiter dictum* that before school officials transfer students to alternative schools for extended periods of time, they must provide students with a meaningful opportunity to be heard.

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Updated to Reflect Article 26a Students ↓ factors to consider in expulsion

Section 6

Students

Exhibit - Notice of Expulsion Hearing

Dear Parent(s)/Guardian(s):

Due to the act(s) of gross disobedience or misconduct described herein, a recommendation has been made to the School Board to expel your child from school. The School Code allows the School Board to expel a student for a definite time period not to exceed two (2) calendar years, as determined on a case-by-case basis.

Student _____ Incident Date _____

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

Length of the proposed expulsion: _____

Description of the incident and a justification for a recommendation of expulsion: This information is contained in the *Long Term Out-of-School Suspension (4-10 days) Reporting Form* attached to this letter. If there was no long-term suspension, the specific acts of gross disobedience or misconduct resulting in recommendation to expel are described in the attached sheet.

The following additional efforts to resolve threats or disruptions and minimize the length of out-of-school suspensions were also provided: _____

Evidence will be presented and the Board will decide:

1. Whether removing your child from his or her learning environment is in the best interest of the school;
2. ~~What t~~The rationale ~~is~~ for the specific duration of the recommended expulsion;
3. Whether all appropriate and available behavioral and disciplinary interventions were exhausted; and
4. Whether your child's continuing presence in school would either: (a) pose a threat to the safety of other students, staff, or members of the school community, or (b) substantially disrupt, impede, or interfere with the operation of the school.

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You are requested to appear at a hearing before the School Board or a hearing officer acting on the Board's behalf to determine if your child should be expelled from school.		
Hearing Date	**Time**	**Location**

At the expulsion hearing, the Board or its hearing officer will consider evidence concerning whether your child is guilty of gross disobedience or misconduct as charged and should be expelled from school. The hearing will be held in closed session. At this hearing you have each of the following rights:

1. To be present.
2. To appear with a representative of your choice and at your expense for your child throughout the proceedings. Your representative may address the Board or its hearing officer~~be represented by counsel~~. You must inform the District if your child will appear with a representative~~be represented by an attorney~~ and, if so, the ~~attorney~~representative's name and contact information.

~~2.~~3. To be accompanied by a support person of your choice and at your expense for your child throughout the proceedings. You must inform the District if your child will be accompanied by a support person and, if so, the support person's name and contact information.

~~3. To offer evidence.~~

~~4. To present witnesses and cross-examine witnesses who testify.~~

~~5.~~4. To offer evidence.

~~6.~~5. To present witnesses and cross-examine witnesses who testify.

If the hearing involves allegations of sexual violence by the student, insert the following: However, please note that because the hearing involves allegations of sexual violence by your child, neither your child nor your child's representative shall directly question nor have direct contact with the alleged victim. Your child or your child's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim.

~~7.~~6. To present other reasons why your child should not be expelled, including any factor to be considered in mitigation. Such factors may include, if applicable, your child's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

Please be advised that your child's representative and/or support person must comply with any hearing rules and may be prohibited from further participation if they violate District rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing.

After presentation of evidence or receipt of the hearing officer's report, the Board will decide the issue of guilt and take such actions as it finds appropriate.

Superintendent _____ Date _____

cc: School Board

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enclosure: Copy of 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form*, or a list of the specific acts of gross disobedience or misconduct

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5 year Review

Students

Administrative Procedure - Electronic Recordings on School Buses [1]

Review of Electronic Recordings [2]

Electronic video and audio recordings are viewed to investigate an incident reported by a bus driver, administrator, law enforcement officer working in the District, supervisor, student, or other person. They are also viewed at random.

Viewing and/or listening to electronic video and/or audio recordings is limited to law enforcement officers working in the District and District personnel. These individuals must have:~~,~~ (1) a law enforcement, security, or safety reason, or (2) a need to investigate and/or monitor student or driver conduct. A written log will be kept of those individuals viewing a video recording stating the time, name of individual viewing it, and date the video recording was viewed.

If the content of an electronic recording becomes the subject of a student disciplinary hearing, it will be treated like other evidence in the proceeding.

An electronic video or audio recording may be reused or erased after 14 days unless it is needed for an educational or administrative purpose. [3]

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The footnotes should be removed before the material is used.

[1] The superintendent should consult with the board attorney concerning the status of video and/or audio recordings that were made on school buses. This procedure implements the statutory prerequisites for districts using electronic audio and visual recording devices on school buses. 720 ILCS 5/14-3(m). These required prerequisites are contained in an exception to the criminal eavesdropping statute. It prohibits recording a conversation in which someone has a reasonable expectation of privacy without the consent of all parties but allows citizens to record public conversations without obtaining consent.

[2] Confusion surrounds whether or not electronic video or audio recordings are *education records* for purposes of the federal Family Education Rights and Privacy Act (FERPA)(20 U.S.C. §1232g) and/or *school student records* as defined in the Ill. School Student Records Act (ISSRA)(105 ILCS 10/).

The U.S. Dept. of Education *FAQs on Photos and Videos under FERPA*, at www.studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa, states that a video of a student is an education record, subject to specific exclusions, when the video is: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Id., citing 20 U.S.C. §1232g(a)(4)(A); 34 C.F.R. §99.3. One such exclusion is for records created and maintained by a law enforcement unit of an educational agency or institution for law enforcement purposes. Id., citing 20 U.S.C. §1232g(a)(4)(B)(ii); 34 C.F.R. §§ 99.3, 99.8. The Ill. State Board of Education (ISBE) considerably reduced the confusion by stating in its rule that *school student records* do not include video or other electronic recordings "created at least in part for law enforcement or security or safety reasons or purposes." 23 Ill.Admin.Code §375.10. ISBE rules also specify that: (1) electronic recordings made on school buses, as defined in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3, are not *school student records*, (Id.) and (2) no image on a school security recording may be designated as directory information (23 Ill.Admin.Code §375.80(a)(2)(B)). This treatment exempts school bus videos from the multiple requirements in ISSRA. When responding to a request under the Freedom of Information Act (5 ILCS 140/) for recordings on school buses, a district will need to find an exemption other than the recording is a *school student record*.

[3] The superintendent may change the number of days for keeping a video recording. The Local Records Act (LRA) governs the destruction of public records. 50 ILCS 205/. Unless a record contains informational data appropriate for preservation, the LRA is not triggered and the record may be destroyed. Electronic recordings on school buses may be destroyed because they typically do not contain informational data appropriate for preservation.

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Notice of Electronic Recordings 720 ILCS 5/14-3(m).

The Eavesdropping Act exempts electronic recordings on school buses from its coverage when transportation is provided for a school activity, provided the School Board adopted a policy authorizing their use. Notice of the adopted policy regarding video and audio recordings shall be: (1) clearly posted on the front door and interior of the school bus, (2) provided to students and parents/guardians, and (3) included in student handbooks and other documents.

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Updated to Reflect Article 26a Students must notify Students 12 and older Counseling

districts must have an Article 26a Resource person.

Students

Student Support Services [1]

The District provides a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services when enrolling in or changing schools. [2]

The following student support services may be provided by the School District: [3]

1. Health services supervised by a qualified school nurse.[4] The Superintendent or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.

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

[1] State or federal law controls this policy's content. The Children's Mental Health Act requires all districts to have a policy for incorporating social and emotional development into its educational program. 405 ILCS 49/15(b). The policy must address two areas: (1) teaching and assessing social and emotional skills; and (2) protocols for responding to children with social, emotional, or mental health problems, or a combination of such problems, that impact learning ability. Id. Sample policy 6:65, *Student Social and Emotional Development*, addresses the first required area and this sample policy addresses the second required area.

[2] Required by 105 ILCS 5/10-20.59~~, amended by P.A. 102-199~~. See f/n 16 in sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, for liaison responsibilities and requirements.

[3] All districts are required to conduct a comprehensive needs assessment to determine the scope of student personnel services needs in the areas of: (1) guidance and counseling needs; (2) psychological needs; (3) social work needs; and (4) health needs. 23 Ill.Admin.Code §1.420(q). Endorsement requirements for various types of school support personnel are referenced in f/ns 3 through 6 below, and further information is available at: www.isbe.net/Pages/PEL-School-Support-Ed-Lic.aspx. Until 6-20-26, an individual who fails to meet the necessary qualifications for a specific school support personnel endorsement, but holds another professional license or certification approved by ISBE, may seek short-term approval for assignment to a position in situations where an unforeseen vacancy occurs. 23 Ill.Admin.Code §25.48. Short-term approvals are valid for three full fiscal years. 23 Ill.Admin.Code §25.432.

105 ILCS 5/2-3.147, added by P.A. 95-558 and repealed by P.A. 99-30, created the Ensuring Success in School Task Force. 105 ILCS 5/26A-15, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, and scheduled to be repealed on 12-1-25, created a subsequent Ensuring Success in School Task Force. See f/n ~~3~~1 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*~~6:65, Student Social and Emotional Development~~, for further information.

[4] School districts may employ non-professional-educator-licensed *registered professional nurses* to perform professional nursing services. 105 ILCS 5/10-22.23~~, amended by P.A. 102-894~~; 23 Ill.Admin.Code §1.760(c). A *registered professional nurse* means any nurse who is licensed to practice professional nursing in Illinois under the Nurse Practice Act (225 ILCS 65/) and whose license is active and in good standing with the Ill. Dept. of Financial and Professional Regulation. 23 Ill.Admin.Code §1.760(b).

A *school nurse* means any registered professional nurse who also holds a professional educator license endorsed for school support services in school nursing, or any registered professional nurse who does not hold the professional educator license but was employed in the school district of current employment before 7-1-76. 23 Ill.Admin.Code §1.760(c).

105 ILCS 5/10-22.23 provides that any nurse first employed on or after 7-1-76, whose duties require teaching or the exercise of instructional judgment or educational evaluation of students, must be licensed under 105 ILCS 5/21B-25.

A school nurse may hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(c), 23.120, 25.245.

Health services may also be available through school based/linked health centers implemented by the Ill. Dept. of Public Health. 105 ILCS 129/; 77. Ill.Admin.Code Part 641. For further information, see: https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/school-health#resources.

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2. Educational and psychological testing services and the services of a school psychologist[5] as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker.[6] A student's parent/guardian must consent to regular or continuing services from a social worker.
4. ~~Guidance and s~~School counseling[7] services. The Superintendent or designee shall annually inform all school personnel and students 12 years of age and older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. [8]

The Superintendent or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability.[9] The District, however, assumes no liability for preventing, identifying, or treating such needs.

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

[5] A *school psychologist* means a psychologist who holds a Professional Educator License with a school psychologist endorsement per 105 ILCS 5/21B-25 and either: (1) has graduated with a master's degree or higher degree in psychology or educational psychology from an institution of higher education that maintains equipment, courses of study, and standards of scholarship approved by the Ill. State Board of Education (ISBE), has had at least one school year of full-time supervised experience in the delivery of school psychological service approved by the State Superintendent of Education, and has such additional qualifications as may be required by ISBE; or (2) holds a valid Nationally Certified School Psychologist credential. 105 ILCS 5/14-1.09. School psychologists hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(a), 23.130, 25.235. The scope of school psychological services is described in 105 ILCS 5/14-1.09.1~~, amended by P.A. 102-894~~.

[6] A *school social worker* means a social worker who has graduated from an accredited graduate school of social work and has such additional qualifications as may be required by ISBE and who holds a Professional Educator License with a school support personnel endorsement for school social work per 105 ILCS 5/21B-25. 105 ILCS 5/14-1.09a. See 105 ILCS 5/10-22.24a~~, amended by P.A. 102-894,~~ and 5/21B-25(2)(G); 23 Ill.Admin.Code §§1.760(a), 23.140, 25.215. School social workers may not provide services outside of their district employment to any student(s) attending school in the district. 105 ILCS 5/14-1.09a.

School marriage and family therapists are another type of school support personnel; they hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 23 Ill.Admin.Code §§23.150, 25.260. The scope of school social worker services is described in 105 ILCS 5/14-1.09.2~~, amended by P.A. 102-894~~.

[7] *School counselors* hold a Professional Educator License with a school support personnel endorsement. 105 ILCS 5/21B-25(2)(G); 105 ILCS 5/10-22.24a; 23 Ill.Admin.Code §§1.760(a), 23.110, 25.225. *School ~~guidance~~ counselors* refers to district employees that work in high schools to offer students advice and assistance in making career or college plans~~: no specific school support personnel endorsement exists for school guidance counselors~~. 105 ILCS 5/22-93, amended by P.A. 103-1020~~added by P.A. 102-327 and renumbered by P.A. 102-813~~. School counseling services may include, but are not limited to, the numerous services detailed in 105 ILCS 5/10-22.24b, amended by P.A.s 103-542 and 103-780.

In contrast, *professional counselors* and professional counseling practice in Illinois are governed by the Professional Counselor and Clinical Professional Counselor Licensing and Practice Act and its implementing regulations. 225 ILCS 107/; 68 Ill.Admin.Code Part 1375. The Mental Health and Developmental Disabilities Code, 405 ILCS 5/, provides that minors 12 years of age or older may request and receive up to eight 90-minute sessions (previously five 45-minute sessions) of professional counseling services or psychotherapy (provided by a clinical psychologist) without the consent of the minor's parent, guardian, or person in loco parentis. 405 ILCS 5/3-550. Most school districts do not regularly provide *professional* counseling or *clinical* psychological services to students. Instead, most districts provide *school counseling* or *school psychological* services to students, and Illinois law does not specify any limits on the number of school counseling or school psychological sessions which a minor may have before obtaining parent/guardian permission. If your district seeks to regularly provide *professional counseling* or *clinical psychological* services to students, consult with your board attorney about potential changes to board policies and administrative procedures, as well as collective bargaining issues.

[8] 105 ILCS 5/26A-40(h), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[9] Required by ~~the Children's Mental Health Act.~~ 405 ILCS 49/15(b).

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Erin's Law Counseling Options, Assistance, and Intervention [10]

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

Article 26A Domestic or Sexual Violence and Parenting Resource Personnel [11]

The Superintendent or designee will ensure that at least one staff member in each school building is designated as a resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence and offers those services required by 105 ILCS 5/26A. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. The Article 26A Resource Person may be a member of the building's Student Support Committee.

The Superintendent shall ensure that ~~T~~this policy ~~shall be~~is implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq., and that it is respectful of student privacy, including that student records are maintained and their confidentiality protected in accordance with Board policy and District procedures. [12]

LEGAL REF.: 105 ILCS 5/10-23.13(b), 5/10-20.59, ~~and~~ 5/21B-25(G), and 5/26A.
405 ILCS 5/, Mental Health and Developmental Disabilities Code.
405 ILCS 49/, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

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

[10] Required by *Erin's Law*, 105 ILCS 5/10-23.13(b)(2), (3), and (5)~~, amended by P.A. 102-610~~. See sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*, for more information on Children's Advocacy Centers.

[11] Required by 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[12] This policy text is based on recommendations of the second ESS Task Force. See pp. 13-14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

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Updated to Reflect Article 26a Requirements

Students

Administrative Procedure - Protocol for Responding to Students with Social, Emotional, or Mental Health Needs [1]

Student Support Committee

Each Building Principal shall annually appoint a building-level Student Support Committee that shall have the tasks described in this Administrative Procedure. Committee members must be school staff members who are qualified by professional licensing or experience to address issues concerning students who may have social, emotional, or mental health needs. As needed on a case-by-case basis, the Student Support Committee may request the involvement of the Building Principal, relevant teachers, and the parents/guardians. Records produced and shared among Committee members may be subject to laws governing student records. Confidential information given by a student to a therapist is governed by the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/.

Children's Mental Health Partnership's Plan and Annual Progress Reports

The Illinois Children's Mental Health Partnership (ICMHP) develops and updates its statewide Children's Mental Health Plan (CMH Plan). The CMH Plan is a statewide strategic blueprint or *roadmap* to promote and improve the children's mental health system and covers a range of recommendations and strategies necessary to reforming the children's mental health system in Illinois. By Dec. 30 of each year, the ICMHP must submit an annual progress report to the Governor for approval. The Student Support Committee will monitor the annual ICMHP progress report~~, available at: www.icmhp.org/our-work/our-annual-reports~~. and ~~T~~the CMH Plan, ~~is~~both available at: ~~www.dhs.state.il.us/page.aspx?item=68168~~https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/child-health/icmhp.html. After reviewing both documents~~websites~~, the Student Support Committee will decide how to implement its recommendations and strategies as appropriate within the resources available in the District.

Referrals

Staff members should refer a student suspected of having social, emotional, or mental health needs to the building-level Student Support Committee. The Student Support Committee will review information about a referred student, including prior interventions, and suggest appropriate steps for referral and follow-up. The Student Support Committee may offer strategies to a referred student's classroom teachers and parents/guardians about ways they can manage, address, and/or enhance the student's social and emotional development and mental health. In addition, the Student Support Committee may recommend coordinated educational, social work, school counseling, student assistance services, and/or a case study evaluation, as well as referrals to outside agencies.

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

[1] The Children's Mental Health Act, 405 ILCS 49/, ~~amended by P.A. 102-899, eff. 1-1-23,~~ requires districts to have a protocol for responding to children with social, emotional, or mental health needs, or a combination of such needs, that impact learning ability. The complexity and scope of such a protocol will vary from district to district. At minimum, the superintendent should consider including the first three sections of this sample procedure.

The Children's Mental Health Act also requires every district to have a policy for incorporating social and emotional development into the district's educational program. See sample policy 6:65, *Student Social and Emotional Development*.

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Referrals under this procedure are unrelated to the special education evaluation process and do not trigger the District's timeline for evaluations. However, the use of these procedures shall not circumvent the special education process. See Administrative Procedure 6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities*.

School Counseling, School Social Work, School Psychological, and School Nursing Services [2]

The Student Support Committee may request school counselors, school social workers, school psychologists, and school nurses to provide support and consultation to teachers and school staff about strategies to promote the social and emotional development and mental health of all students. They may also be requested to provide screening and early detection approaches to identify students with social, emotional, and mental health needs.

School counselors, school social workers, school psychologists, and school nurses will inform parents/guardians of all issues that pose a health and/or safety risk; they will inform the Building Principal of any health or safety risks that are present in the school.

Psycho-Educational Groups [3]

As appropriate, the Student Support Committee may recommend that a student participate in a variety of psycho-educational groups. These groups are typically led by school counselors, social workers, or psychologists, but are not structured as therapeutic services. Groups are designed to help students better understand issues and develop strategies to manage issues of concern to them that may, if not addressed, interfere significantly with the students' educational progress or school adjustment. Groups have a written curriculum that guides discussion over a set period of time, generally five weeks. A student may participate in a group without parent/guardian permission for one such time period; subsequent enrollment in the same group requires parent/guardian permission.

Students in a group who present significant concern and for whom therapeutic services must be considered will be referred to the social workers, psychologists, or school counselors for individual consultation. (See above description of these services.)

Erin's Law Counseling Options, Assistance, and Intervention [4]

The Student Support Committee shall identify District and community-based counseling options for students who are affected by sexual abuse and grooming behaviors, along with options for victims of sexual abuse to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center[5] and sexual assault crisis center(s) that serve the District, if any.

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[2] See sample policy 7:250, *Student Support Services*, at f/ns ~~3-64-7~~, for information about the roles and licensure of school support personnel, including school counselors, school social workers, school psychologists, and school nurses.

[3] Omit this section if the school does not have a psycho-educational program in place.

[4] Required by *Erin's Law*, 105 ILCS 5/10-23.13(b)(2), (3), and (5)~~, amended by P.A. 102-610~~.

[5] To identify a Children's Advocacy Center (CAC) that may serve the district, see www.childrensadvocacycentersofillinois.org/about/map. For more information on CACs, see sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

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Article 26A Domestic or Sexual Violence and Parenting Resource Personnel [6]

The Student Support Committee shall assist the designated resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to identify in-school and non-school-based support service options for such students. Every two years, the Student Support Committee shall assist the Superintendent or designee, Building Principal, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. See administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

School and Community Linkages

When possible, the Student Support Committee shall seek to establish linkages and partnerships with diverse community organizations with the goal of providing a coordinated, collaborative early intervention social and emotional development and mental health support system for students that is integrated with community mental health agencies and organizations and other child-serving agencies and systems.

LEGAL REF.: 105 ILCS 5/10-23.13 and 5/26A.
405 ILCS 49/, Children's Mental Health Act.

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[6] Required by 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

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Reflects new Article 26a Requirements

NEW

Students

Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

Domestic and sexual violence affect a student's ability to learn. Students who are parents or expectant parents have unique needs. Providing support services that enable students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to succeed in school are important District goals and required by 105 ILCS 5/26A (Article 26A).

The Superintendent or designee shall develop and implement a program for supporting Article 26A Students that:

1. Distributes this policy and procedures for requesting supportive services or filing a complaint to all students at the beginning of each school year. [2]
2. Ensures at least one staff member in each school building is designated as a resource person for Article 26A Students (Article 26A Resource Person) and receives training in accordance with 105 ILCS 5/26A-35. [3]
3. Notifies all District employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person. [4]
4. Ensures any employees whose duties include the resolution of Article 26A complaints receive training in accordance with 105 ILCS 5/26A-25(b)(1). [5]

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

[1] State law requires this subject matter be covered by policy. 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. An *expectant parent* is a student who (i) is pregnant and (ii) has not yet received a diploma for completion of a secondary education as defined in 105 ILCS 5/22-22. Id. at 5/26A-10.

105 ILCS 5/2-3.147, added by P.A. 95-558 and repealed by P.A. 99-30, created the first Ensuring Success in School (ESS) Task Force. Supervised by the Ill. State Board of Education (ISBE), it developed policies, procedures, and protocols for school boards to adopt to address the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence; the goal was to encourage these students to stay in school, stay safe while in school, and successfully complete their education. The June 2010 report of the first ESS Task Force is available here: www.isbe.net/Documents/ess-task-force-final-report0610.pdf. 105 ILCS 5/26A-15, added by P.A. 102-466 (a/k/a *ESS Law)* and scheduled to be repealed on 12-1-25, created a second ESS Task Force supervised by ISBE, also focused on the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence. The second ESS Task Force was to: (1) draft and publish model policies and intergovernmental agreements for inter-district transfers, (2) draft and publish model complaint resolution procedures, and (3) identify current mandatory and new staff trainings needed. The June 2024 report of the second ESS Task Force is available here: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[2] 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[3] See f/n 25 in sample policy 5:100, *Staff Development Program*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, for further information about training requirements.

[4] 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Agents* is not defined and who is considered an agent for the district is fact-specific; consult the board attorney for guidance.

[5] See f/n 3, above.

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5. Requires verification of a student's claim of Article 26A status relating to domestic or sexual violence in accordance with 105 ILCS 5/26A-45. [6]
6. Provides Article 26A Students with in-school support services, information about non-school-based support services, and the ability to make up work missed due to circumstances related to the student's Article 26A status in accordance with 105 ILCS 5/26A-40. [7]
7. Ensures the prompt and equitable resolution of all Article 26A complaints through a complaint resolution procedure that fully complies with 105 ILCS 5/26A-25. [8]
8. Ensures that all information concerning an Article 26A Student's status and related experiences, or information concerning a student who is a named perpetrator of domestic or sexual violence, provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A is retained in a confidential temporary file in accordance with 105 ILCS 10/2(f).[9] Confidentiality procedures will: [10]
    a. Provide that such information may not be disclosed to any other individual outside of the District, including any other employee, except if such disclosure is: (1) permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or (2) requested or consented to, in writing, by the Article 26A Student or their parent/guardian if it is safe to obtain written consent from the parent/guardian; and
    b. Comply with the requirements of 105 ILCS 5/26A-30.

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[6] 105 ILCS 5/26A-45, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See detailed verification requirements and restrictions in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[7] 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Providing accommodations to ensure equal educational opportunities for students who are parents and expectant parents is also required by federal regulations implementing Title IX of the Education Amendments of 1972 (Title IX) (20 U.S.C. §1681 et seq.) and ISBE sex equity regulations. 34 C.F.R. §106.40 and 49 C.F.R. §25.445; 23 Ill.Admin.Code §200.50. See sample policy 7:10, *Equal Educational Opportunities*, and sample administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*. Reasonable accommodations for breastfeeding students are also required by 105 ILCS 5/10-20.60.

[8] 105 ILCS 5/26A-25 and 5/26A-20(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, list the basic requirements for a complaint resolution procedure. Live hearings are not required but may be offered as part of the complaint resolution procedure. **Consult the board attorney if the board wants the district to use a live hearing in its complaint resolution procedure.** For an Article 26A complaint resolution procedure, see sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. See also sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[9] 105 ILCS 5/26A-45(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The ESS Law amended the definition of *student temporary record* in the Ill. School Student Records Act (ISSRA) (105 ILCS 10/) to include information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[10] Required by 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The policy text is based on recommendations of the second ESS Task Force. See p. 14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. The phrase "including any other employee" comes directly from 105 ILCS 5/26A-30(a) and is confusing because it is unclear whose employee is being referenced. ISSRA permits student records to be disclosed to any district employees with a "current demonstrable educational or administrative interest" in a student if disclosure is "in furtherance of such interest." 105 ILCS 10/6(a)(2). **Consult the board attorney for guidance.**

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9. Ensures that in the event an Article 26A Student or their parent/guardian reports an incident of alleged domestic or sexual violence, the District's procedures comply with 105 ILCS 5/26A-20(c). [11]
10. Complies with State and federal law and aligns with Board policies. [12]

Requesting Support Services

An Article 26A Student and/or their parent/guardian may request support services under this policy by contacting the building-level Article 26A Resource Person, whose name and contact information will be annually distributed to employees, students, and parents/guardians by each Building Principal.

Filing a Complaint

An Article 26A Student and/or their parent/guardian may file a complaint under this policy with the Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking.[13]

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. [14]

Nondiscrimination Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

Title IX Coordinator:

Ashlee Goettsche
Name

Address

Email

Telephone

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

[11] 105 ILCS 5/26A-20(c)(1)-(6), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, states elements that must be in a district's "policy on the procedures" that a student or their parent/guardian may follow if he or she chooses to report an incident of alleged domestic or sexual violence. Having a "policy on the procedures" is a misnomer because the board does not adopt procedures but rather, through policy, directs the superintendent to establish procedures to implement policy. Only the required element at 105 ILCS 5/26A-20(c)(6), to establish a complaint resolution procedure, appears in this policy's text because the remaining elements are not board work and therefore inappropriate to include in board policy. Instead, required elements from 105 ILCS 5/26A-20(c)(1)-(5) appear in sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[12] See sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, for a list of board policies implicated by the ESS Law and that may interact with this policy.

[13] By including "any employee" in this list, this policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

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

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Complaint Managers:

Megan Hopper
Name

Janet Gladu
Name

Address

Address

Email

Email

Telephone

Telephone

Complaint Resolution Procedure

When a complaint is filed, the Nondiscrimination Coordinator and/or Complaint Manager or designee shall process and review it according to administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Enforcement

Any District employee who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc.

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

Policy Review [15]

At least once every two years, pursuant to 105 ILCS 5/26A-20 and Board policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy and to any other policies that may act as a barrier to their immediate enrollment and re-enrollment, attendance, graduation, and success in school of any student who is a parent, expectant parent, or victim of domestic or sexual violence. The Superintendent or designee shall assist the Board with its review and any updates.

Retaliation Prohibited [16]

Retaliation against an Article 26A Student or their parent/guardian for exercising or attempting to exercise their rights under Article 26A is prohibited. Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

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

[15] 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. This provision also requires districts to review and revise any procedures that act as a barrier to Article 26A Students. Since procedure review and revision is administrator work and not board work, this requirement is addressed in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

[16] 105 ILCS 5/26A-50, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

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A student, employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension or expulsion, with regard to students.

LEGAL REF.: 105 ILCS 5/26A.
105 ILCS 10/, Ill. School Student Records Act.
405 ILCS 5/, Mental Health and Developmental Disabilities Code.
405 ILCS 49/, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:250 (Student Support Services), 7:340 (Student Records)

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Reflects Article 26a Requirements

Students

Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

The District provides accommodations and support services to students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) to enable them to succeed in school. Use this procedure to implement the District's program for supporting Article 26A students.

The topics outlined in this procedure include: Glossary of Terms; Notification, Roles, and Responsibilities; Training; Initial Response; Article 26A Support Services; Confidentiality; Recordkeeping; and Policy and Procedure Review.

Complaints alleging violations of Article 26A are processed using administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Glossary of Terms [2]

Confidential – Information or facts expected and intended to be kept private or protected by an existing privilege in the Ill. Code of Civil Procedure, 735 ILCS 5/. The District may disclose confidential information if disclosure is required by State or federal law or is necessary to complete proceedings relevant to 105 ILCS 5/26A. Designation of student information as confidential applies to the District and does not limit a student's right to speak about the student's experiences.

Consent – Includes, at a minimum, a recognition that (i) consent is a freely given agreement to sexual activity, (ii) an individual's lack of verbal or physical resistance, or submission resulting from the use of threat of force does not constitute consent, (iii) an individual's manner of dress does not constitute consent, (iv) an individual's consent to past sexual activity does not constitute consent to future sexual activity, (v) an individual's consent to engage in one type of sexual activity with one person does not constitute consent to engage in any other type of sexual activity with that person or any sexual activity with another person, (vi) an individual can withdraw consent at any time, and (vii) an individual cannot consent to sexual activity if that individual is unable to understand the nature of the activity or give knowing consent due to the circumstances that include, but are not limited to, all the following:

1. The individual is incapacitated due to the use or influence of alcohol or drugs.
2. The individual is asleep or unconscious.
3. The individual is under the age of consent.
4. The individual is incapacitated due to a mental disability.

Complainant[3] – A student who is a survivor of domestic or sexual violence and/or a student who is a parent or expectant parent who is alleged to be the victim of conduct that could constitute a violation

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The footnotes should be removed before the material is used.

[1] Required by 105 ILCS 5/26A-25, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. Ensure that this sample administrative procedure is aligned with the district's policies, procedures, and practices.

[2] Unless otherwise noted, all defined terms are based on definitions in 105 ILCS 5/26A-10, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

[3] The definition of *complainant* is based on a recommended definition from the second ESS Task Force. See p. 17 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

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of 105 ILCS 5/26A (Article 26A). To the extent that the complainant is a minor student, the student's parent/guardian may be a complainant on behalf of their child.

Domestic or Sexual Violence – Domestic violence, gender-based harassment, sexual activity without consent, sexual assault, sexual violence, or stalking. Domestic or sexual violence may occur through electronic communication. Domestic or sexual violence exists regardless of when or where the violence occurred, whether or not the violence is the subject of a criminal investigation or the perpetrator has been criminally charged or convicted of a crime, whether or not an order of protection or a no-contact order is pending before or has been issued by a court, or whether or not any domestic or sexual violence took place on school grounds, during regular school hours, or during a school-sponsored event.

Domestic or Sexual Violence Organization – A nonprofit, nongovernmental organization that provides assistance to victims of domestic or sexual violence or advocates for those victims, including an organization carrying out a domestic or sexual violence program, an organization operating a shelter or a rape crisis center or providing counseling services, an accredited Children's Advocacy Center, an organization that provides services to or advocates on behalf of children and students who are gay, lesbian, bisexual, transgender, or gender nonconforming, an organization that provides services to or advocates on behalf of children and students who are parents or expectant parents, or an organization seeking to eliminate domestic or sexual violence or to address the consequences of that violence for its victims through legislative advocacy or policy change, public education, or service collaboration.

Domestic Violence – Abuse by family or household members, as those terms are defined in the Ill. Domestic Violence Act of 1986, 750 ILCS 60/. See 750 ILCS 60/103(1) and (6).

Electronic Communication – Communications via telephone, mobile phone, computer, email, video recorder, fax machine, telex, pager, apps or applications, or any other electronic communication, or cyberstalking as defined in 720 ILCS 5/12-7.5.

Expectant Parent – A student who (i) is pregnant and (ii) has not yet received a diploma for completion of a secondary education as defined in 105 ILCS 5/22-22.

Gender-based Harassment – Any harassment or discrimination on the basis of an individual's actual or perceived sex or gender, including unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature, or unwelcome conduct, including verbal, nonverbal, or physical conduct that is not sexual in nature but is related to a student's status as a parent, expectant parent, or victim of domestic or sexual violence.

Harassment – Any unwelcome conduct on the basis of a student's actual or perceived race, gender, color, religion, national origin, ancestry, sex, marital status, order of protection status, disability, sexual orientation, gender identity, pregnancy, or citizenship status that has the purpose or effect of substantially interfering with the individual's academic performance or creating an intimidating, hostile, or offensive learning environment.

Perpetrator – An individual who commits or is alleged to have committed any act of domestic or sexual violence. This term must be used with caution when applied to children, particularly young children.

Poor Academic Performance – A student who has (i) scored in the 50th percentile or below on a school district-administered standardized test, (ii) received a score on a State assessment that does not meet standards in one or more of the fundamental learning areas under 105 ILCS 5/27-1, as applicable for the student's grade level, or (iii) not met grade-level expectations on a school district-designated assessment.

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Representative – An adult who is authorized to act on behalf of a student during a proceeding, including an attorney, parent, or guardian.

Respondent – The District, school, or school personnel allegedly having violated 105 ILCS 5/26A.

Sexual Activity – Any knowingly touching or fondling by one person, either directly or through clothing, of the sex organs, anus, mouth, or breast of another person for the purpose of sexual gratification or arousal.

Sexual Assault/Sexual Violence – Any conduct of an adult or minor child proscribed in 720 ILCS 5/11, except for Sections 11-35, 11-40, and 11-45, including conduct committed by a perpetrator who is a stranger to the victim and/or conduct committed by a perpetrator who is known or related by blood or marriage to the victim.

Stalking – Any conduct proscribed in 720 ILCS 5/12-7.3, 5/12-7.4, or 5/12-7.5, including stalking committed by a perpetrator who is a stranger to the victim and/or stalking committed by a perpetrator who is known or related by blood or marriage to the victim.

Student – Any child who has not yet received a diploma for completion of a secondary education. A student includes, but is not limited to, an unaccompanied minor not in the physical custody of a parent or guardian.

Student at Risk of Academic Failure – A student who is at risk of failing to meet the Ill. Learning Standards or failing to graduate from elementary or high school and who demonstrates a need for educational support or social services beyond those provided by the regular school program.

Student Parent – A student who is a custodial or noncustodial parent taking an active role in the care and supervision of a child and who has not yet received a diploma for completion of a secondary education.

Support Person – Any person whom the victim has chosen to include in proceedings for emotional support or safety. A support person does not participate in proceedings but is permitted to observe and support the victim with parent/guardian approval. A support person may include, but is not limited to, an advocate, clergy, a counselor, or a parent/guardian. If a student is age 18 years or older, or emancipated, the student has the right to choose a support person without parent/guardian approval.

Survivor-centered – A systematic focus on the needs and concerns of a survivor of sexual violence, domestic violence, dating violence, or stalking that (i) ensures the compassionate and sensitive delivery of services in a nonjudgmental manner, (ii) ensures an understanding of how trauma affects survivor behavior, (iii) maintains survivor safety, privacy, and, if possible, confidentiality, and (iv) recognizes that a survivor is not responsible for the sexual violence, domestic violence, dating violence, or stalking.

Trauma-informed Response – A response involving an understanding of the complexities of sexual violence, domestic violence, dating violence, or stalking through training centered on the neurobiological impact of trauma, the influence of societal myths and stereotypes surrounding sexual violence, domestic violence, dating violence, or stalking, and understanding the behavior of perpetrators.

Victim – An individual who has been subjected to one or more acts of domestic or sexual violence.

Notification, Roles, and Responsibilities

Actor	Action
Superintendent or Designee	Ensures that Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence,* and procedures for

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Actor	Action
	requesting supportive services or filing a complaint are (105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25): 1. Posted on the District's website, if any (see exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*); 2. Distributed to each student at the beginning of each school year; and 3. Available for inspection and copying at no cost to students and parents/guardians at each school. Ensures that each Building Principal designates at least one staff member in each school building as a resource person for Article 26A Students (Article 26A Resource Person). 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Identifies all individuals who will resolve complaints of Article 26A violations. 105 ILCS 5/26A-25(b), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Such individuals will include the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Manager(s).[4] See administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. The District must have enough individuals trained to resolve complaints so that (1) a substitution can occur in the case of a conflict of interest or recusal, (2) an individual with no prior involvement in the initial determination may hear an appeal, and (3) the complaint resolution procedure proceeds in a timely manner. Id. Notifies all District employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person. 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Annually notifies all District personnel and students 12 years of age or older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. See Board policy 7:250, *Student Support Services*. Every two years, along with the Building Principal(s), building-level Student Support Committee(s), and building-level Article 26A Resource Person(s), reviews all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and recommends any

The footnotes should be removed before the material is used.

[4] Optional. Ensure the individuals identified here align with those stated in board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

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Actor	Action
	necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See the **Policy and Procedure Review** subhead below for a suggested list. Based upon that review, recommends to the Board on any necessary updates to Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and any other relevant Board policies.
Building Principal(s)	Designates at least one staff member as a resource person for Article 26A Students (Article 26A Resource Person). **Note:** add lines for Resource Persons for each building, as needed. **Article 26A Resource Person** for [*insert school name*]: Ashlee Goettsche Name Address Email Telephone The Article 26A Resource Person must be employed at least part-time and be a licensed school social worker, school psychologist, school counselor, school nurse, or school administrator. 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The Article 26A Resource Person may be a member of the building-level Student Support Committee as established under administrative procedure 7:250-AP2, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs*. Ensures the building-level Student Support Committee performs the duties listed in the Student Support Committee row, below. Annually distributes the name and contact information of the building-level Article 26A Resource Person to all employees, students, and parents/guardians by including it in any building-specific website and student handbook.[5] See exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*. Every two years, assists the Superintendent or designee, Student Support Committee, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article

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[5] These methods of distribution are optional. Ensure the methods of distribution here align with those stated in exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*.

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Actor	Action
	26A Student and to recommend any necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
Student Support Committee	Assists the building-level Article 26A Resource Person to identify in-school and non-school-based support service options for Article 26A Students. Every two years, assists the Superintendent or designee, Building Principal, and Article 26A Resource Person to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. Id.
Article 26A Resource Person	With the assistance of the Student Support Committee, identifies in-school and non-school-based support service options for Article 26A Students. Connects Article 26A Students to appropriate in-school services or other agencies, programs, or services as needed. 105 ILCS 5/26A-35(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Coordinates the implementation of the District's policies, procedures, and protocols in cases involving student allegations of domestic or sexual violence. Id. Coordinates the implementation of the District's policies, procedures, and protocols concerning Article 26A Students. Id. Assists Article 26A Students in their efforts to exercise and preserve their rights as set forth in 105 ILCS 5/26A. Id. Assists in providing staff development to establish a positive and trauma-sensitive learning environment for Article 26A Students. Id. Every two years, assists the Superintendent or designee, Building Principal, and Student Support Committee to review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and to recommend any necessary updates. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See **Policy and Procedure Review** subhead, below.
All District employees and agents	Upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, refers the student to a designated Article 26A Resource Person. 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Training

Actor	Action
Superintendent or Designee	Ensures that (105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25):

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Actor	Action
	1. All designated Article 26A Resource Persons are trained to understand, provide information and referrals, and address issues pertaining to students who are parents, expectant parents, or victims of domestic or sexual violence in a survivor-centered, trauma responsive, culturally responsive, confidential, and sensitive manner. Training must include: a. Theories and dynamics of domestic and sexual violence; b. The necessity for confidentiality and the law, policy, procedures, and protocols implementing confidentiality; c. Notification of the student's parent/guardian regarding the student's Article 26A status or the enforcement of the student's Article 26A rights, if notifying the student's parents/guardian may put the health or safety of the student at risk (see the **Confidentiality** subhead, below); and d. The rights of minors to consent to counseling services and psychotherapy on an outpatient basis under the Mental Health and Developmental Disabilities Code, 405 ILCS 5/3-550. [6] 2. All individuals who will be resolving complaints of violations of Article 26A must complete at least eight hours of initial training on issues related to domestic and sexual violence and how to conduct the District's complaint resolution procedure under administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*; and at least six hours of training annually thereafter. 105 ILCS 5/26A-25(b)(1), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Training must be conducted by individuals with expertise in domestic or sexual violence among youth and expertise in developmentally appropriate communications with K-12 students regarding topics of a sexual, violent, or sensitive nature. Id.
Article 26A Resource Person	Assists the Superintendent or designee in providing staff development to establish a positive and trauma-sensitive learning environment for Article 26A Students. 105 ILCS 5/26A-35(a)(5), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

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[6] Including the phrase "on an outpatient basis" and the citation to 405 ILCS 5/3-550 are optional but recommended by the second ESS Task Force. See p. 26 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25, requires each designated Article 26A Resource Person to either (1) be trained as set forth above, or (2) have participated in an in-service training program under 105 ILCS 5/10-22.39(d) that includes training on the rights of minors to consent to counseling services and psychotherapy under the Mental Health and Developmental Disabilities Code within 12 months prior to designation. Id. However, 105 ILCS 5/10-22.39(d) was deleted by P.A. 103-542 and its training contents are in 105 ILCS 5/10-22.39(b-25).

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Actor	Action
	Informs all building staff that any Article 26A Student who is unable to participate in classes on a particular day or days or at a particular time of day due to circumstances related to their Article 26A status must (105 ILCS 5/26A-40(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25): 1. Be excused; and 2. Upon request of the Article 26A Student or his or her parent/guardian, be given a meaningful opportunity to make up any examination, study, or work requirement that the student missed.

Initial Response

Upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, the Article 26A Resource Person will contact the student to:

1. Connect the student with appropriate in-school services or other agencies, programs, or services, as needed. 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See the **Article 26A Support Services** subhead, below.
2. Assist the student to exercise and preserve their Article 26A rights. Id.
3. Provide the student, if 12 years of age or older, with written notice of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. 105 ILCS 5/26A-40(h), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

If the student claims Article 26A status as a victim of domestic or sexual violence, the Article 26A Resource Person will then request verification of this status from the student or their parent/guardian as follows (105 ILCS 5/26A-45, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25):

1. Notifies the student or parent/guardian that they must provide one of the following forms of verification of their choosing:
    a. A written statement from the student, or anyone who has knowledge of the circumstances, that supports the student's claim. This may be in the form of a complaint.
    b. A police report, governmental agency record, or court order.
    c. A statement or other documentation from a domestic or sexual violence organization or any other organization from which the student sought services or advice.
    d. Documentation from a lawyer, clergy person, medical professional, or other professional from whom the student sought services or advice related to domestic or sexual violence.
    e. Any other evidence, such as physical evidence of violence, which supports the claim.
2. Reviews verification submitted by the student or their parent/guardian to determine whether it is acceptable.
    a. If the verification provided is acceptable, informs the student that their status has been verified.
    b. If the verification provided is not acceptable, informs the student that verification is insufficient and requests additional verification in one of the forms identified above.
    c. Once the student's status has been verified, the District cannot request additional verification for a status claim involving the same perpetrator or same incident of violence. Id.

To verify domestic or sexual violence, the District **cannot** contact the person named to be the perpetrator, the perpetrator's family, or any other person named by the student or the student's

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parent/guardian to be unsafe to contact. The only exception is if the District determines it has an obligation to do so under State or federal law, or due to safety concerns for the school community, including the victim. In such cases, before making contact, the District must provide prior written notice to the student and their parent/guardian in a developmentally appropriate manner, and meet with the student and parent/guardian to discuss and address any safety concerns related to making such contact. Id. **Contact the board attorney for guidance in such circumstances.**

Article 26A Support Services

To facilitate the full participation of Article 26A Students, the Article 26A Resource Person must offer[7] those students in-school support services, information regarding non-school-based support services, and the ability to make up work that was missed due to circumstances related to the student's Article 26A status. 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Each of these support service areas are described in further detail below.

In addition:

1. The building-level Student Support Committee will assist the Article 26A Resource Person to identify in-school and non-school-based support service options for Article 26A Students.
2. Victims of domestic or sexual violence must have access to support services regardless of when or where the violence occurred. 105 ILCS 5/26A-40(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
3. The Article 26A Resource Person may periodically check on Article 26A Students receiving support services to determine whether each support service continues to be necessary to maintain the student's mental and physical well-being and safety or whether termination is appropriate. Id.
4. The District will honor the decision of an Article 26A Student and/or their parent/guardian to obtain, terminate, or decline to participate in support services. 105 ILCS 5/26A-40(f), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
5. Article 26A Students are not obligated to use offered support services and may decline or terminate support services at any time. Id.

In-School Support Services

In-school support services for Article 26A Students must include but are not limited to (105 ILCS 5/26A-40(b), added by P.A. 102-466, a/k/a ESS Law, eff. 7-1-25):

1. Enabling a student to meet with counselors or other service providers by providing the student with a private setting sufficient to ensure confidentiality and time off from class.
2. Assisting the student with a student success plan.
    a. For a student *at risk of academic failure* or who displays *poor academic performance* as defined above, this may include providing the student with or referring the student to education and support services designed to assist the student in meeting Ill. Learning Standards. 105 ILCS 5/26A-40(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
3. Transferring a victim of domestic or sexual violence or the student perpetrator to a different classroom or school, if available.
4. Changing a seating assignment.

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[7] 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, uses the term *provide* but this sample procedure uses *offer* because students are not required to accept support services.

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5. Implementing safety procedures in school, on school grounds, and on school buses.
6. Honoring court orders, including orders of protection and no-contact orders, to the fullest extent possible.
7. Providing any other supports that may facilitate the student's full participation in the education program, including but not limited to those available via the following Board policies:
    a. 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*. This policy sets eligibility requirements for pregnant or parenting students to enroll in a graduation incentives program. It also provides that any Article 26A Student at risk of academic failure may request in-school support services and information about non-school-based support services designed to assist the student in meeting learning standards by using Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.
    b. 6:120, *Education of Children with Disabilities*. This policy provides all students with disabilities a free appropriate public education in the least restrictive environment as required by the Individuals with Disabilities Education Act and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. [8]
    c. 6:150, *Home and Hospital Instruction*. This policy permits home instruction for students who are unable to attend school due to pregnancy or pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health and safety concerns arising from domestic or sexual violence.
    d. 7:10, *Equal Educational Opportunities*. This policy requires equal educational opportunities for students without regard to sex, physical or mental disability, and actual or potential parental status, including pregnancy.
    e. 7:60, *Residence*. This policy states that nonresident students may attend District schools pursuant to an intergovernmental agreement, which may include an agreement for interdistrict transfer of Article 26A Students.
    f. 7:70, *Attendance and Truancy*. This policy specifies that valid cause for absence includes attendance at a verified medical or therapeutic appointment (including a victim services provider) and, for Article 26A Students, also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence.
        i. *Fulfillment of a parenting responsibility* includes, but is not limited to, arranging and providing childcare, caring for a sick child, attending prenatal or other medical appointments for the expectant student, and attending medical appointments for a child. 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
        ii. *Circumstances resulting from domestic or sexual violence* includes, but is not limited to, experiencing domestic or sexual violence, recovering from physical or psychological injuries, seeking medical attention, seeking services from a domestic or sexual violence organization as defined in 105 ILCS 5/26A-10, seeking psychological or other counseling, participating in safety planning, temporarily or permanently relocating, seeking legal assistance or remedies,

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The footnotes should be removed before the material is used.

[8] Ill. State Board of Education (ISBE) sex equity regulation 23 Ill.Admin.Code §200.50(e) states that "pregnancy shall be treated as any other temporary disability." Article 26A Students may also have concomitant (naturally accompanying) or comorbid (coexisting) social, emotional, or mental or physical health needs that make them eligible for services under various disability laws. **Consult the board attorney for guidance.**

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or taking any other action to increase the safety or health of the student or to protect the student from future domestic or sexual violence. Id.

g. 7:250, *Student Support Services*. This policy provides that annually, students 12 years of age and older will be notified, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. It also requires the designation of at least one staff member in each building as the Article 26A Resource Person and outlines their duties.

Information Regarding Non-School-Based Support Services
The Article 26A Resource Person will provide each Article 26A Student with information regarding any available non-school-based support service options. For Article 26A Students at risk of academic failure or who display *poor academic performance* as defined above, service options shall include any non-school-based organizations and agencies from which at-risk students typically receive services in the community. 105 ILCS 5/26A-40(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Ability to Make Up Work
Any Article 26A Student who is unable to participate in classes on a particular day or days or at a particular time of day due to circumstances related to their Article 26A status must be excused. Upon request of the Article 26A Student or their parent/guardian, the student must be given a meaningful opportunity to make up any examination, study, or work requirement that the student missed. 105 ILCS 5/26A-40(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The Article 26A Resource Person will notify all building staff members and Article 26A Students of this requirement.

Confidentiality [9]

Information concerning a student's Article 26A status and related experiences is confidential and must be retained in a confidential temporary file in accordance with 105 ILCS 10/2(f). 105 ILCS 5/26A-45(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. This includes information concerning a student who is a named perpetrator of domestic or sexual violence that is provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A or otherwise, including a statement of the Article 26A Student or any other documentation, record, or corroborating evidence that the Article 26A Student has requested or obtained assistance, support, or services pursuant to 105 ILCS 5/26A. 105 ILCS 5/26A-30(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Confidential information may not be disclosed to any other individual outside of the District, including any other employee,[10] except if such disclosure is (Id.):

1. Permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or

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The footnotes should be removed before the material is used.

[9] Language in this subhead is partially based on recommendations of the second ESS Task Force. See p. 14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf.

[10] The phrase "including any other employee" comes directly from 105 ILCS 5/26A-30(a) and is confusing because it is unclear whose employee is being referenced. ISSRA permits student records to be disclosed to any district employees with a "current demonstrable educational or administrative interest" in a student if disclosure is "in furtherance of such interest." 105 ILCS 10/6(a)(2). **Consult the board attorney for guidance.**

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2. Requested or consented to, in writing, by the Article 26A Student or their parent/guardian (if it is safe to obtain written consent from the parent/guardian).

In addition:

3. Prior to disclosing information about an Article 26A Student, the Article 26A Resource Person will notify the Article 26A Student about the pending disclosure and will discuss and address any safety concerns related to the disclosure. This notice and discussion requirement applies to instances in which the Article 26A Student or the District or its employees or agents are otherwise aware that the Article 26A Student's health or safety may be at risk if their Article 26A status is disclosed to the student's parent/guardian, except as otherwise permitted by applicable law and professional ethics policies that govern school personnel. 105 ILCS 5/26A-30(b), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
4. No Article 26A Student may be required to testify publicly concerning their Article 26A status, allegations of domestic or sexual violence, or their efforts to enforce any rights under 105 ILCS 5/26A. 105 ILCS 5/26A-30(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.
5. In the case of domestic or sexual violence, the District cannot contact the person named as the perpetrator, the perpetrator's family, or any other person named by the Article 26A Student or the student's parent/guardian as unsafe without providing prior written notice to the student's parent/guardian. 105 ILCS 5/26A-30(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Contact the board attorney for guidance in such circumstances.**

Nothing in this subhead prohibits the District from taking reasonable steps to protect students. If reasonable steps involve conduct that is prohibited under this subhead, the Article 26A Resource Person notify the Article 26A Student, in writing and in a developmentally appropriate communication format, of the District's intent to contact an individual named by the Article 26A Student to be unsafe. Id.

This subhead does not apply to notification of parents/guardians if the perpetrator of alleged sexual misconduct is an employee, agent, or contractor of the District who has direct contact with children or students. 105 ILCS 5/26A-30(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

Recordkeeping

See Board policy 7:340, *Student Records*, along with administrative procedures 7:340-AP1, *School Student Records*, and 7:340-AP2, *Storage and Destruction of School Student Records*, addressing the District's legal obligations regarding the identification, confidentiality, safeguarding, access, and disposal of school student records.

Policy and Procedure Review

Every two years, the Superintendent or designee, along with the Building Principal(s), building-level Student Support Committee(s), and building-level Article 26A Resource Person(s), must review all Board policies and procedures that may act as barriers to the enrollment and re-enrollment, attendance, graduation, and success in school of any Article 26A Student and recommend any necessary updates. The review may include, but is not limited to, the following Board policies and administrative procedures:

6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*
6:120, *Education of Children with Disabilities*
6:150, *Home and Hospital Instruction*
7:10, *Equal Educational Opportunities*
7:10-AP2, *Accommodating Breastfeeding Students*
7:50, *School Admissions and Student Transfers To and From Non-District Schools*

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7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*
7:60, *Residence*
7:70, *Attendance and Truancy*
7:190, *Student Behavior*
7:200, *Suspension Procedures*
7:210, *Expulsion Procedures*
7:250, *Student Support Services*
7:250-AP, *Protocol for Responding to Students with Social, Emotional, or Mental Health Needs*
7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*
7:340, *Student Records*
7:340-AP1, *School Student Records*

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Reflects Article 26a Requirements

NEW

Students

Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence [1]

105 ILCS 5/26A (Article 26A) ensures that students who are parents, expectant parents, or victims of domestic or sexual violence (Article 26A Students) are identified by schools in a manner respectful of their privacy and safety, treated with dignity and high regard, and provided the protection, instruction, and support services necessary to enable them to meet Illinois Learning Standards and succeed in school. This procedure implements the District's complaint resolution procedure for complaints of violations of Article 26A. **Consult the Board Attorney as needed throughout the complaint resolution procedure.**

Table of Contents

A. Overview of Article 26A Complaint Resolution Procedure
B. Access to Support Services
C. Investigation and Determination
D. Appeals

Sections

A. Overview of Article 26A Complaint Resolution Procedure

An Article 26A Student and/or their parent/guardian (hereinafter Complainant) may file a complaint alleging violations of Article 26A. Complaints may be about the identification, treatment, and/or provision of protection, instruction, and/or support services to Article 26A Students. The District's Article 26A Complaint Resolution Procedure (Complaint Resolution Procedure) adheres to the following guidelines:

1. Respondent. The Respondent must be one or more of the following: the school, the District, or school personnel. 105 ILCS 5/26A-25(a), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25.
2. Factors Considered. The District will consider the most appropriate means to implement the Complaint Resolution Procedure, including the following factors: school safety, developmental level of students involved, methods to reduce trauma during the Complaint Resolution Procedure, and how to avoid multiple communications with students involved in an alleged incident of domestic or sexual violence. Id. at (a)(1).
3. Privacy Protection. Any proceeding, meeting, or hearing held to resolve Article 26A complaints shall protect the privacy of the participants. The District or school personnel shall not disclose the identity of parties or witnesses, except as necessary to resolve the complaint or to implement interim protective measures and reasonable support services or when required by law. Id. at (a)(2).

The footnotes should be removed before the material is used.

[1] Required by 105 ILCS 5/26A-25, added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. This procedure is partially based on language recommended by the second ESS Task Force. See the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. Ensure that this sample Article 26A complaint resolution procedure is aligned with the district's policies, procedures, and practices.

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4. Promptness. Complainants shall have an opportunity to request that the Complaint Resolution Procedure begin promptly and proceed in a timely manner. Id. at (a)(3).
5. No Conflict of Interest or Bias. The District's Nondiscrimination Coordinator(s) and Complaint Manager(s) (hereinafter Complaint Resolvers) shall resolve Article 26A complaints. The District will have a sufficient number of Complaint Resolvers so that (Id. at (b)(2)):
    a. A substitution can occur in the case of a conflict of interest or recusal,
    b. An individual with no prior involvement in the initial determination may hear any appeal, and
    c. The Complaint Resolution Procedure proceeds in a timely manner.
6. Notification of Complaint Resolver. The Complainant and any witnesses shall receive notice of the name of the Complaint Resolver assigned to resolve the Complaint and shall have the opportunity to request a substitution if they believe their assigned Complaint Resolver has a conflict of interest. Id. at (b)(3).
7. Access to Supportive Measures. The District shall offer and coordinate interim protective measures and support services, as appropriate and available, for a Complainant pending the resolution of the Complaint. Id. at (g). See **Section B. Access to Supportive Measures**, below.
8. Investigation. The Complaint Resolver shall objectively investigate the Complaint and evaluate all relevant evidence.[2] See **Section C. Investigation and Determination**, below.
9. Reports of Incidents of Domestic or Sexual Violence. In the event a Complainant or their parent/guardian chooses to report an incident of alleged domestic or sexual violence, the Complaint Resolver shall:
    a. Determine if additional action is needed under the following Board policies:
        1) 2:260, *Uniform Grievance Procedure*
        2) 2:265, *Title IX Grievance Procedure*
        3) 5:90, *Abused and Neglected Child Reporting*
        4) 5:120, *Employee Ethics; Conduct; and Conflict of Interest*
        5) 7:20, *Harassment of Students Prohibited*
        6) 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*
        7) 7:185, *Teen Dating Violence Prohibited*
        8) 7:190, *Student Behavior*
    b. Provide the Complainant and their parent/guardian with information required by 105 ILCS 5/26A-20(c)(1)-(5). [3]

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[2] Optional. This is a suggested best practice.

[3] 105 ILCS 5/26A-20(c)(1)-(5), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, states that a district's "policy on the procedures" that a student or their parent/guardian may follow if he or she chooses to report an incident of alleged domestic or sexual violence must include the elements set forth in No. 9(b), many of which are impractical for districts to provide in board policy or administrative procedure. For further discussion, see f/n 10 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and **consult with the board attorney for guidance**.

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Information Required by 105 ILCS 5/26A-20(c)	Possible Sources
The name and contact information for the Article 26A Resource Person, Title IX Coordinator, school district resource officers or security, and any community-based domestic or sexual violence organization(s), as appropriate.	The name and contact information for each building-level Article 26A Resource Person appears in administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, as well as in any building-specific website and/or student handbook. See exhibits 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*. The name and contact information of the District's Title IX coordinator(s) are available in policy 2:265, *Title IX Grievance Procedure*, on the District's website, and in student handbooks. Contact each school's administrative office for information about building-level resource officers or security and local community-based domestic or sexual violence organization(s).
The name, title, and contact information for any confidential resources and a description of what confidential reporting means.	See exhibit 2:265-E, *Title IX Glossary of Terms*, for a definition of *confidential employee*. **Consult the board attorney** to determine whether the district has any confidential resources.
An option for the student or their parent/guardian to electronically, anonymously, and confidentially report the incident.	Electronic, anonymous, confidential reporting is available via the Safe2Help Illinois helpline, www.safe2helpil.com/. Helpline information is published in student handbooks (see exhibit 7:190-E2, *Student Handbook Checklist*) and on district-issued student identification cards, if any (see administrative procedure 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*).
An option for reports by third parties and bystanders.	Third parties and bystanders may report an alleged incident of domestic or sexual violence using any of the following policies, as appropriate: 2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 5:90, *Abused and Neglected Child Reporting* 7:20, *Harassment of Students Prohibited* 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* 7:185, *Teen Dating Violence Prohibited* 7:190, *Student Behavior*

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Information regarding the various individuals, departments, or organizations to whom a student may report an incident of domestic or sexual violence, specifying for each individual or entity (a) the extent of the individual's or entity's reporting obligation to the District's administration, Title IX Coordinator, or other personnel or entity, (b) the individual or entity's ability to protect the student's privacy, and (c) the extent of the individual's or entity's ability to have confidential communications with the student or their parent/guardian.	Students may report an alleged incident of domestic or sexual violence via the Safe2Help Illinois helpline (www.safe2helpil.com/), by contacting any staff member or school resource officer, or using any of the following policies: 2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 7:20, *Harassment of Students Prohibited* 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* 7:185, *Teen Dating Violence Prohibited* 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* Information regarding local community-based domestic or sexual violence organizations may also be available in each school's administrative office. The extent of an individual or entity's reporting obligations, ability to protect student privacy, and ability to have confidential communications is fact-specific and impractical to include in district-level policy or procedures. It is also beyond the scope of the District's work to know an outside individual's or entity's reporting obligations, ability to protect student privacy, and ability to have confidential communications. **Consult the Board Attorney for guidance.**

10. Standard of Proof. All determinations are based upon the *preponderance of evidence* standard. Id. at (c)(1). Preponderance of the evidence is defined to mean "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." Black's Law Dictionary, 11th ed. 2019.
11. Right to Appeal. The Complainant, Respondent, or any named perpetrator directly impacted by the results of the Complaint Resolution Procedure may appeal as described in **Section D. Appeals**, below.

B. Access to Support Services

After a Complaint is filed and an investigation is underway, the District will offer and coordinate interim protective measures and support services, as appropriate and available, for a Complainant pending the resolution of the Complaint. Such services will include those identified in the **Article 26A Support Services** subhead in administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

C. Investigation and Determination

The Complaint Resolver follows these steps when investigating the allegations in a Complaint. The Complaint Resolver shall make all reasonable efforts to complete the investigation and issue a written determination regarding whether an Article 26A violation occurred within 30 school business days. The Complaint Resolver will take steps to interview all parties, view any recorded

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forensic interviews, review other forms of evidence, and conduct interviews and follow-up interviews, as needed.

During the investigation, the Complainant and Respondent:

1. Will have the opportunity to provide or present evidence and witnesses on their behalf;
2. May have a representative or support person accompany them to any meeting related to the Complaint, so long as the representative or support person does not unduly delay the meeting and the representative or support person complies with any District rules;
3. May not directly or through a representative question one another or any witnesses; and
4. May, at the discretion of the Complaint Resolver, suggest questions for the Complaint Resolver to pose during the investigation.

Witnesses interviewed by the Complaint Resolver may also have a representative or support person accompany them to any meeting related to the Complaint, under the same conditions identified above. If any person's representative or support person violates District rules or engages in behavior or advocacy that is harassing, abusive, or intimidating, the representative or support person may be prohibited from further participation. Id. at (c)-(e).

Following the investigation, the Complaint Resolver will make a determination based on the *preponderance of evidence* standard. Within 10 business days after thereafter, the Complaint Resolver will provide simultaneous written notice of the determination to the Complainant, Respondent, and any named perpetrator directly impacted by the results of the Complaint Resolution Procedure. Written notice shall include information regarding appeal rights and procedures. Id. at (f).

D. Appeals

Actor	Action
Complainant, Respondent, or any Named Perpetrator Directly Impacted by Results	Within 10 school business days[4] after receiving notice of the determination, makes a written request to the Complaint Resolver appealing the determination based on allegations of (Id. at (f)(1)): 1. A procedural error; 2. The existence of new information that would substantially change the outcome; 3. The remedy not being sufficiently related to the finding; or 4. The determination being against the weight of the evidence.
Complaint Resolver	Upon receiving an appeal from one party: 1. Notifies all parties in writing that an appeal has been filed, including a copy of the appeal with the notifications. 2. Provides the parties five (5) school business days to submit a written statement and/or new evidence in support of, or challenging, the outcome to the Complaint Resolver. 3. Promptly forwards all materials relative to the appeal to the Superintendent.
Superintendent	Reviews all appeal materials.

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[4] This timeline is optional and suggested for ease of use to align with the appeal timelines in sample policy 2:260, *Uniform Grievance Procedure*.

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	Within 10-15 school business days after concluding the review, affirms, reverses, or amends the Complaint Resolver's determination and notifies the parties in writing of the appeal result and rationale for the result. Id. at (f)(3).

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Students may carry seizure and/or diabetes medications when written in their plans.

Students

Administering Medicines to Students [1]

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the District's procedures on dispensing medication.

No School District employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *School Medication Authorization Form (SMA Form)* is submitted by the student's parent/guardian.

No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

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

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students. [2]

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has

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

[1] All boards must have a policy for administering medication. 105 ILCS 5/10-20.14b. State law prohibits school boards from requiring that teachers and other non-administrative school employees administer medication to students; exceptions are certificated school nurses and non-certificated registered professional nurses. 105 ILCS 5/10-22.21b. For a sample medication authorization form, see sample exhibit 7:270-E1, *School Medication Authorization Form*.

Separate from this policy, boards must also adopt a policy that addresses the prevention of anaphylaxis and a district's response to medical emergencies resulting from anaphylaxis. See sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and its accompanying administrative procedure, 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, for more information. Due to the structure of the School Code and the IASB Policy Reference Manual, sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, does not address the administration of epinephrine and instead refers to this policy 7:270, *Administering Medicine to Students*.

[2] Each district must inform students, e.g., through homeroom discussion or loudspeaker announcement, about, and distribute to their parents/guardians, the district's policy, guidelines, and forms on administering medicines within 15 days after the beginning of each school year, or within 15 days after starting classes for a student who transfers into the district. 105 ILCS 5/10-20.14b. A comprehensive student handbook can provide notice to parents and students of the school's rules, extracurricular and athletic participation requirements, and other important information. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. The Illinois Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at www.ilprincipals.org/msh/.

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completed and signed an *SMA Form*.[3] The Superintendent or designee will ensure an Emergency Action Plan is developed for each self-administering student.[4]

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*.[5] A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act. A student may also possess the supplies and equipment necessary to monitor and treat diabetes in accordance with the student's diabetes care plan and/or the supplies, equipment, and medication necessary to treat epilepsy in accordance with the student's seizure action plan.[6]

Commented [DJ1]: Subscriber note: This is not a new requirement, but it is added to make clear in policy that self-carry may also be authorized for diabetes/seizure management

The District shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan.[7] A student's parent/guardian must indemnify and hold harmless the District and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.[8]

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

[3] 105 ILCS 5/22-30, ~~amended by P.A. 102-113,~~ requires school districts to allow students to *self-administer* their prescribed asthma medication and an epinephrine injector as described. *Self-carry* means a student's ability to carry his or her prescribed asthma medication or epinephrine injector. *Self-administer* and *self-administration* mean that a student may use these two medications at his or her discretion: (1) while in school; (2) while at a school sponsored activity; (3) while under the supervision of school personnel; or (4) before or after normal school activities, such as while in before-school or after-school care on school-operated property.

[4] 105 ILCS 5/10-22.21b(d). The plan must address actions to be taken if the student is unable to self-administer medication and the situations in which the school must call 911. Id. For plan guidance, see sample administrative procedure 7:270-AP1, *Dispensing Medication*.

[5] 105 ILCS 5/10-22.21b(c), amended by P.A. 103-175. A student with an asthma action plan, an Individual Health Care Action Plan, an allergy emergency action plan, a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or a plan pursuant to the federal Individuals with Disabilities Education Act may self-administer medication if the student's parent/guardian provides the school with: (1) written permission for the student's self-administration of medication, (2) written authorization from the student's physician, physician assistant, or advanced practice registered nurse for the student to self-administer the medication, and (3) the prescription label containing the name of the medication, the prescribed dosage, and the time(s) or circumstances under which the medication is to be administered. Id. This does not allow a student to self-carry unless otherwise permitted. Contact the board attorney for further guidance.

[6] 105 ILCS 145/30; 105 ILCS 150/30.

[7] 105 ILCS 5/22-30, ~~amended by P.A. 102-113~~ (asthma medication and epinephrine injectors) and 105 ILCS 5/10-22.21b (medications required by a plan listed in 105 ILCS 5/10-22.21b(c)). 105 ILCS 5/22-30(c) requires this information to be in a notification to parents/guardians. 105 ILCS 5/10-22.21b does not specifically require this information to be in a notification to parents/guardians. However, 105 ILCS 5/10-22.21b requires parents/guardians to sign a statement that includes the district's protections from liability under 105 ILCS 5/10-22.21b, the signed acknowledgment (see f/n 7) is the notice. This policy includes the liability protection information under 105 ILCS 5/10-22.21b to also inform the community.

The storage of medication is not addressed in the applicable statutes and may not be covered as part of the district's protections from liability and hold harmless provisions. Contact the board attorney and the board's liability insurance carrier for further discussion about the district's liability and coverage in this area.

[8] 105 ILCS 5/22-30(c) and 105 ILCS 5/10-22.21b(e). Both statutes require parents/guardians to sign a statement: (1) acknowledging the statement from f/n 6 above, and (2) that they must indemnify and hold harmless the school district and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the self-administration of medication by the student. There are several methods to obtain a parent/guardian's signature for this purpose, e.g., receipt of handbook signature, or see sample exhibit 7:270-E1, *School Medication Authorization Form*. Discuss with the board attorney the method that works best for the district.

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School District Supply of Undesignated Asthma Medication [9]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of the District and provide or administer them as necessary according to State law. *Undesignated asthma medication* means an asthma medication prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law,[10] may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having *respiratory distress*. Respiratory distress may be characterized as *mild-to-moderate* or *severe*.[11] Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.[12]

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

[9] Optional. A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30~~, amended by P.A. 102-113~~. The law permits a district to maintain a supply of undesignated asthma medication in any secure location that is accessible before, during, and after school where a person is most at risk, including, but not limited to a classroom or the nurse's office, and use them when necessary. ~~The P.A. 100-726 amendment requiring accessibility before, during, and after school did not address the logistical issues that classrooms are typically locked before and after school. Consult the board attorney about implementation issues with this phrase in the law.~~

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated asthma medication, implement a plan for its use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is when the district provides them, but does not have them accessible before, during, and after school where an asthmatic person is most at risk as required by 105 ILCS 5/22-30~~, amended by P.A. 102-113~~. See In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)) and In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

The superintendent is given broad authority to implement this section, however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated asthma medication in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs. To address the challenge of filling prescriptions for undesignated asthma medication, the Ill. Pharmacists Association drafted a letter that may be presented to a pharmacy by a district, available at ~~www.isbe.net/Documents/IPA-Letter-Stock-Albuterol-Schools.pdf?__cf_chl_rt_tk=BtelGmJeg4W42NGMA-81VB3c7bQ3cgRMoq_aeFLhtSV-rZp_HK3s7IOPBW-1638m&recommend_content_cfeb1923d0076eb11a812e222180a52c&cf_chl_captcha_tk=8722ec0358c48c6ca8c7877e83aa0a8&cssd=g1a240b2_1297_gH1_ae4f_ce5d2a2148bb~~www.isbe.net/Documents/IPA-Letter-Stock-Albuterol-Schools.pdf

[10] 105 ILCS 5/22-30(a) defines *trained personnel* as any school employee or volunteer personnel authorized in Sections 10-22.34, 10-22.34a, and 10-22.34b of the School Code who has completed training required by 105 ILCS 5/22-30(g), to recognize and respond to anaphylaxis, an opioid overdose, or respiratory distress. 105 ILCS 5/22-30(a).

The Ill. State Board of Education (ISBE) must develop the training curriculum for trained personnel, and it may be conducted online or in person. Id. at (h), ~~amended by P.A. 102-113~~, and 23 Ill.Admin.Code §1.540(e)(3). 105 ILCS 5/22-30(h-5), 5/22-30(h), ~~amended by P.A. 102-113~~, and 5/22-30(h-10), and 23 Ill.Admin.Code §1.540(e) list the training curriculum requirements to recognize and respond to an opioid overdose, an allergic reaction, including anaphylaxis, and respiratory distress, respectively. See training resources, at www.isbe.net/Pages/School-Nursing.aspx.

[11] 105 ILCS 5/22-30(a). *Respiratory distress* means the perceived or actual presence of wheezing, coughing, shortness of breath, chest tightness, breathing difficulty, or any other symptoms consistent with asthma. Id.

[12] Id. at (g); 23 Ill.Admin.Code §1.540(e)(9) and (10).

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School District Supply of Undesignated Epinephrine Injectors [13]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law,[14] may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. [15]

School District Supply of Undesignated Opioid Antagonists [16]

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law.

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

[13] Optional. See f/n 9, above. If the board adopts this subhead, the use of undesignated epinephrine injectors must align with its anaphylaxis prevention, response, and management policy. See sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, at f/n 7, and its sample administrative procedure, 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, at f/ns 4, 5, and 6. If the district does not maintain an undesignated supply of epinephrine, ensure that policy 7:285 and administrative procedure 7:285-AP do not state that it does maintain such a supply.

A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30, ~~amended by P.A. 102-413~~. The law permits a district to maintain a supply of undesignated epinephrine injectors in any secure location that is accessible before, during, and after school where an allergic person is most at risk, including, but not limited to, classrooms and lunchrooms, and use them when necessary. ~~105 ILCS 5/22-30 requires accessibility before, during, and after school does not address the logistical issues that classrooms are typically locked before and after school. Consult the board attorney about the implementation issues with this new phrase in the law.~~

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated epinephrine injectors, and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district is provides them, but does not have them accessible before, during, and after school where an allergic person is most at risk as required by 105 ILCS 5/22-30, amended by P.A. 102-413. See In re Estate of Stewart, 406 Ill. Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); In re Estate of Stewart, 412 Ill. Dec. 914 (Ill. 2017)(school district's appeal denied).

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated epinephrine injectors in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

[14] See the discussion regarding *trained personnel*, in f/n 10, above.

[15] See f/n 12, above.

[16] Required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, ~~eff. 1-1-24~~. In the case of a shortage of opioid antagonists, a district must make reasonable efforts to maintain a supply. Id. At least one opioid antagonist, a naloxone nasal spray, has been approved by the U.S. Federal Food and Drug Administration for over-the-counter, nonprescription use. A district must obtain a prescription for a supply of opioid antagonists from a *health care professional* with prescriptive authority under the Substance Use Disorder Act, 20 ILCS 301/5-23, unless it is able to secure a supply without a prescription. Id. *Health care professional* means a physician licensed to practice medicine in all its branches, a licensed physician assistant with prescriptive authority, a licensed advanced practice registered nurse with prescriptive authority, or an advanced practice registered nurse who practices in a hospital or ambulatory surgical treatment center and possesses appropriate clinical privileges in accordance with the Nurse Practice Act, 20 ILCS 301/5-23(d)(4). Id.

Consult the board attorney regarding the Safe and Drug-Free School and Communities Act of 1994 (20 U.S.C. §7101(b)). It prohibits funds provided under it to be used for medical services or drug treatment or rehabilitation, except for integrated student supports, specialized instructional support services, or referral to treatment for impacted students, which may include students who are victims of, or witnesses to crime or who illegally use drugs.

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Opioid antagonist means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. *Undesignated opioid antagonist* is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the District or one of its schools or obtained by the District without a prescription. A school nurse or trained personnel,[17] as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.[18] See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.[19]

School District Supply of Undesignated Oxygen Tanks[20]

In schools where the District maintains special educational facilities, the Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name

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A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement 105 ILCS 5/22-30, amended by P.A. ~~s-102-113 and~~ 103-348. The law permits a district to maintain a supply of undesignated opioid antagonists in any secure location where a person is at risk of an opioid overdose and use them when necessary. The consequences of informing the community that the district will obtain a prescription for a supply of opioid antagonists and implement a plan for their use, and then not doing it may be fraught with legal liabilities.

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of opioid antagonists in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

[17] See the discussion regarding *trained personnel* in f/n 109, above. The Clinical Social Work and Social Work Practice Act also authorizes licensed school social workers to possess and administer opioid antagonists in the licensed clinical social worker's or licensed social worker's professional capacity. 225 ILCS 20/4.5, added by P.A. 103-1048.

[18] See f/n 12~~1~~, above.

[19] This sentence is optional. 20 ILCS 301/20-30, mandates the Ill. Dept. of Human Services to create a website with these resources. The purpose of this sentence is to provide the community with information about a public health crisis affecting students. See www.dhs.state.il.us/page.aspx?item=58142 for resources.

[20] Optional. 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24~~, permits a district maintaining special educational facilities under 105 ILCS 5/14-4.01 to maintain a supply of undesignated oxygen tanks in a secure location that is accessible before, during, and after school where a person with developmental disabilities is most at risk, including, but not limited to classrooms and lunchrooms. Delete if the district does not maintain special educational facilities for children with disabilities under 105 ILCS 5/14-4.01. *Special educational facility* is not specifically defined in 105 ILCS 5/14-4.01; consult the board attorney for advice regarding this term and if it is limited to separate buildings, self-contained classrooms, and/or programs attended solely by students with disabilities. For example, this option may not be available if a district utilizes a special education cooperative for all of its special education programming. There is a reference to *special education facilities* in 105 ILCS 5/14-12.01, which may provide some guidance; it addresses reimbursement for the construction and maintenance of "special education facilities designed and utilized to house instructional program, diagnostic services" and "other special education services for children with disabilities." 105 ILCS 22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24~~, does not specify who can administer undesignated oxygen, nor does it specify any training requirements for its use in schools. To minimize potential liability and ensure proper administration, a best practice is to restrict who can administer undesignated oxygen to school nurses and other school personnel who have received appropriate training on the emergency use and storage of oxygen. See sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*.

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of the District and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules.

School District Supply of Undesignated Glucagon [21]

The Superintendent or designee shall implement 105 ILCS 145/27 and maintain a supply of undesignated glucagon in the name of the District in accordance with manufacturer's instructions.

When a student's prescribed glucagon is not available or has expired, a school nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis [22]

The Compassionate Use of Medical Cannabis Program Act[23] allows a *medical cannabis infused product* to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a designated caregiver to administer medical cannabis to their child. A designated

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Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated oxygen tanks and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district provides them, but does not have them accessible before, during, and after school where a person with development disabilities is most at risk as required by 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24. See In re Estate of Stewart, 406 Ill. Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); In re Estate of Stewart, 412 Ill. Dec. 914 (Ill. 2017)(school district's appeal denied).

[21] Optional. 105 ILCS 145/27 permits a district to maintain a supply of undesignated glucagon in any secure location that is immediately accessible to a school nurse or delegated care aide. A school board must ensure that it does not adopt this section into the policy unless it is prepared to implement it.

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated glucagon, and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities.

The superintendent is given broad authority to implement this section; however, several preliminary steps should occur with the assistance of the board attorney. They include, but are not limited to: (1) investigating the feasibility of obtaining a prescription for a supply of undesignated glucagon in the name of the district or one of its schools, and (2) outlining the advantages and disadvantages of implementing this plan based upon each district's individual resources and circumstances, and student population's needs.

[22] 105 ILCS 5/22-33(g) (*Ashley's Law*), requires school boards to adopt a policy and implement it by:

1. Authorizing a parent/guardian and/or a *designated caregiver* of a student who is a *registered qualifying patient* to administer a medical cannabis infused product to that student at school or on the school bus (105 ILCS 5/22-33(b))
2. Allowing a school nurse or administrator to administer a medical cannabis infused product to a student who is a *registered qualifying patient* while at school, a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care, on school-operated property, or while being transported on a school bus (105 ILCS 5/22-33(b-5))
3. Authorizing a student who is a *registered qualifying patient* to self-administer a medical cannabis infused product if the self-administration takes place under the direct supervision of a school nurse or school administrator (Id.)

Important: If a district would lose federal funding as a result of the board adopting this policy, the board may not authorize the use of a medical cannabis infused product under *Ashley's Law* and not adopt this subsection. 105 ILCS 5/22-33(f). See f/n 26, below, and paragraph two of f/n 1 in sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, for more information about Congress interfering with a state's decision to implement laws governing the legalization of cannabis, and consult the board attorney about the issue of federal funding. See also ISBE's *Frequently Asked Questions, Ashley's Law*, at www.isbe.net/Documents/Medical-Cannabis-FAQ.pdf.

[23] 410 ILCS 130/.

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caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old[24] and is allowed to administer a medical cannabis infused product to a child who is a student on the premises of his or her school or on his or her school bus if:

a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
b. Copies of the registry identification cards are provided to the District; [25]
c. That student's parent/guardian completed, signed, and submitted a School Medication Authorization Form - Medical Cannabis; and [26]
d. After administering the product to the student, the designated caregiver immediately[27] removes it from school premises or the school bus.

2. A properly trained school nurse or administrator, who shall be allowed to administer the medical cannabis infused product to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus. [28]
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator. [29]

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[24] Id. at 130/10(i), and 130/57(a) and (b). A student under the age of 18 may have up to three designated caregivers as long as at least one is a biological parent or a legal guardian. Id. at 130/57(a). A student 18 years of age or older may appoint up to three designated caregivers who meet the requirements of the Compassionate Use of Medical Cannabis Program Act. Id. at 130/57(b)

[25] The laws are silent about copies of the cards being provided to the district. Requiring copies of the registry cards is a best practice. Consult the board attorney about any records laws implicated in requiring and maintaining copies of these registry cards.

[26] A completed and signed school medication authorization form is not required by *Ashley's Law* but is a best practice and consistent with this sample policy's language for other medications. See sample exhibit 7:270-E2, *School Medication Authorization Form - Medical Cannabis*

[27] The word *immediately* is not in *Ashley's Law*. It is added to ensure legal compliance with federal laws that could affect federal funding. For example, consider administrators who may be in the situation where a designated caregiver provides his or her child the product and then wants to volunteer in the school or greet another child in the school while carrying the product in the building, which may violate the Cannabis Control Act (720 ILCS 550/5.2). Consult the board attorney about the best term to use here, if any, as nothing in the law addresses these common scenarios that school administrators will encounter.

[28] 105 ILCS 5/22-33(b-5). A school nurse or administrator must annually complete a training curriculum to be developed by ISBE in consultation with the Ill. Dept. of Public Health prior to administering a medical cannabis infused product to a student in accordance with this section. 105 ILCS 5/22-33(f-5). See www.isbe.net/Pages/Health.aspx for training resources.

[29] Id. Any product administered by a school nurse or administrator, or self-administered under the supervision of a school nurse or administrator, must be stored with the school nurse at all times in a manner consistent with storage of other student medication at the school and may be accessible only by the school nurse or a school administrator. 105 ILCS 5/22-33(b-10)

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Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped.[30] Smoking and/or vaping medical cannabis is prohibited.[31]

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.[32]

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator[33] pursuant to this policy is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy[34]

The **School District Supply of Undesignated Asthma Medication** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school asthma medication.[35]

The **School District Supply of Undesignated Epinephrine Injectors** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse

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[30] 410 ILCS 130/10(q). Consult the board attorney regarding the controversial issue of students using at, or bringing to school, cannabis-infused products without THC that are derived from *hemp* or *industrial hemp* (hemp oil or cannabidiol (CBD) oil, the naturally occurring cannabinoid constituent of cannabis). Hemp or industrial hemp is defined in the Industrial Hemp Act (IHA) as the plant Cannabis sativa L. and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis and includes any intermediate or finished product made or derived from industrial hemp. 505 ILCS 89/5, ~~amended by P.A. 102-699~~. Hemp or industrial hemp is also colloquially known as *agricultural hemp*.

Products from hemp or industrial hemp are widely available. As a consequence, school employees may encounter the argument from a student and his or her parent/guardian that the use of hemp or CBD oil products derived from hemp or industrial hemp (containing no THC) is not a violation of Illinois law because 720 ILCS 550/4 states "[e]xcept as otherwise provided in the Cannabis Regulation and Tax Act and the Industrial Hemp Act, it is unlawful for any person knowingly to possess cannabis." In addition, products containing hemp or CBD oil can be purchased with a prescription and without a medical marijuana card, so a parent/guardian may argue that such prescriptions should be administered at school as any other prescription medication would be. Consult the board attorney for guidance.

[31] Optional sentence. 410 ILCS 130/10(q) prohibits medical cannabis from being smoked. District administrators may find providing this information to the community helpful to enforcement of this policy.

[32] 105 ILCS 5/22-33(e). Consult the board attorney for guidance regarding whether a school nurse or administrator can be required to administer the product. ISBE's FAQ on *Ashley's Law* (see f/n 21) states that a school staff member cannot be forced to administer a medical cannabis infused product to a student because *Ashley's Law* does not require it.

[33] 105 ILCS 5/22-33(d).

[34] Remove this section if the board does not adopt the undesignated asthma medication, the undesignated epinephrine injector, the undesignated opioid antagonist, the undesignated glucagon, or the administration of medical cannabis sections (see f/n 21) of the policy. If the board adopts one or some but not all, delete the appropriate paragraph(s) or sentence(s) in this section.

[35] Discuss with the board attorney whether the board should remove this sentence when the district reaches full implementation of this section.

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licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school epinephrine injectors.[36]

The **School District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is unable to obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply.[37]

The **School District Supply of Undesignated Oxygen Tanks** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a qualifying prescriber,[38] or (2) fill the District's prescription for undesignated oxygen tanks.[39]

The **School District Supply of Undesignated Glucagon** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for glucagon from a qualifying prescriber,[40] or (2) fill the District's prescription for undesignated school glucagon.[41]

The **Administration of Medical Cannabis** section of the policy is void and the District reserves the right not to implement it if the District or school is in danger of losing federal funding.[42]

Administration of Undesignated Medication[43]

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

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[36] See f/n 12, above.

[37] 105 ILCS 5/22-30(f), amended by P.A. 103-348, ~~eff. 1-1-24~~. See f/n 15, above.

[38] 105 ILCS 22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24~~, provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated oxygen tanks in the name of the district to be maintained for use when necessary.

[39] See f/n 19, above.

[40] 105 ILCS 145/27 provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated glucagon in the name of the district to be maintained for use when necessary.

[41] See f/n 20, above.

[42] 105 ILCS 5/22-33(f).

[43] 105 ILCS 5/22-30, ~~amended by P.A. 102-413~~, and 105 ILCS 145/27 detail specific required notifications, which are listed in sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*. Schools are not required to accept opt-out requests from parents for the administration of undesignated medications, and even if a parent fails to acknowledge a notification, a school nurse or other trained personnel are not precluded from administering undesignated medications in accordance with the School Code. 23 Ill. Admin. Code §1.540(b)(2).

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Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.[44]

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

LEGAL REF.: 105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.
105 ILCS 145/, Care of Students with Diabetes Act.
105 ILCS 150/, Seizure Smart School Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
720 ILCS 550/, Cannabis Control Act.
23 Ill.Admin.Code §1.540.

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

ADMIN. PROC.: 7:270-AP1 (Dispensing Medication), 7:270-AP2 (Checklist for District Supply of Undesignated Medication(s)), 7:270-E1 (School Medication Authorization Form), 7:270-E2 (School Medication Authorization Form - Medical Cannabis)

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[44] 105 ILCS 5/22-30(c). The school, and its employees and agents, incur no liability, except for willful and wanton conduct, as a result of an injury to a student arising from the administration of asthma medication, epinephrine injectors, or opioid antagonists (Id.), a student's self-administration of medication (105 ILCS 5/10-22.21b, amended by P.A. 103-175), or administration of undesignated glucagon (insofar as it would be considered part of the care of a student with diabetes, see 105 ILCS 145/45).

105 ILCS 5/22-30(c) requires the district to inform parents/guardians in writing of the protections from liability and hold harmless provisions that apply to the administration of asthma medication, epinephrine injectors, and opioid antagonists. In addition, a statement must be signed by a student's parent/guardian acknowledging the district's protections from liability and hold harmless provisions for these undesignated medications. Id. A similar acknowledgment must be signed by a student's parent/guardian for the self-administration of medication. 105 ILCS 5/10-22.21b(e). See sample exhibit 7:270-E1, *School Medication Authorization Form*, for a sample acknowledgement.

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Reflects students ability to self carry certain Medications & ISBE Requirements

Students

Administrative Procedure - Checklist for District Supply of Undesignated Medication(s)

The District maintains and administers the undesignated medication(s) and treatment identified below in accordance with State and federal law (*check all that apply*):

- ☐ Undesignated Glucagon (UG)
- ☐ Undesignated Asthma Medication (UAM)
- ☐ Undesignated Epinephrine Injector(s) (UEIs)
- ☐ Undesignated Opioid Antagonist(s) (UOAs) (required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, ~~eff. 1-1-24,~~ unless there is a shortage, in which case the District must make a reasonable effort to maintain a supply)
- ☐ Undesignated Oxygen Tank(s) (UOT) [1]
- ☐ The Superintendent, school nurse, and/or other necessary school officials should consult the Board Attorney to develop a plan to implement 105 ILCS 5/22-30~~, amended by P.A. 102-413,~~ and 105 ILCS 145/27.
- ☐ Obtain a prescription to maintain a supply of one or all of the following: undesignated asthma medication (UAM), epinephrine injector(s) (UEIs), opioid antagonist(s) (UOAs) (unless the District is able to secure a supply without a prescription), undesignated glucagon (UG), and/or undesignated oxygen tank(s) (UOTs) in the District's name pursuant to 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24.~~ and 105 ILCS 145/27.
- ☐ Designate a secure location(s) to store undesignated medication. For UAM, UEIs, and/or UOAs, this is where persons needing these medications are most at risk and for UOTs, where a person with developmental disabilities is most at risk. 105 ILCS 5/22-30(f), amended by P.A. 103-196~~, eff. 1-1-24~~. For UEIs and UOTs, this includes but is not limited to locations accessible before, during, and after school, such as classrooms and lunchrooms. Id. For additional storage procedures for UEIs, see 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*. For UAM, this includes but is not limited to, a classroom or the nurse's office. Id. For UG, this is where it is immediately accessible to a school nurse or delegated care aide. 105 ILCS 145/27. For UOTs, the supply must be maintained in accordance with the manufacturer's instructions and any local fire department rules.
- ☐ Develop a method for maintaining an inventory of UAM, UEIs, UOAs, -UG, and UOTs. The inventory should list the expiration dates of the UAM, UEIs, UOAs, UG, and UOTs.
- ☐ Identify procedures for a log or other recordkeeping of provisions, or administrations of UAM, UEIs, UOAs, UG, and UOTs.

The footnotes should be removed before the material is used.

[1] Only districts that maintain *special educational facilities* can choose to maintain a supply of undesignated oxygen tanks. See sample policy 7:270, *Administering Medicines to Students*, at f/n 19, for more information about this term, which is not clearly defined.

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☐ Maintain a list in each building administrator and/or his or her corresponding school nurse's office that includes the names of *trained personnel* who have received a statement of certification pursuant to State law, or in the case of UOTs, have received appropriate training on the use and storage of emergency oxygen. [2]

☐ Develop procedures to implement any prescribed standing protocol for the provision, or administration of UAM, UEIs UOAs, UG, and/or UOTs including calling 911 and noting any instructions given by Emergency Management Services (EMS). 105 ILCS 5/22-30, amended by ~~P.A.s 102-413 and~~ P.A. 103-196~~, eff. 1-1-24,~~ and 23 Ill.Admin.Code §1.540(d). Follow administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, for UEI administration procedures. Upon any administration of any epinephrine injector, or opioid antagonist, procedures must include:

1. Immediate activation of the EMS system. 105 ILCS 5/22-30(f-5). 105 ILCS 5/22-30(f-5) does not address contacting EMS upon the administration of any asthma medication (so asthma medication is excluded from introductory clause above). This may mean that the Ill. General Assembly did not intend for school personnel to notify EMS when administering a student's *prescribed* asthma medication (as opposed to UAM). However, 105 ILCS 5/22-30(j-5) requires asthma action plans. Some attorneys advise that all asthma action plans mandate an immediate 911 call based upon In re Estate of Stewart, 406 Ill.Dec. 345 (2nd Dist. 2016); In re Estate of Stewart, 412 Ill.Dec. 914 (Ill. 2017) (school district's appeal denied) (holding that a teacher's failure to dial 911 immediately upon a student's asthma attack was willful and wanton conduct, subjecting the school district to liability and barring immunity protections under the Local Governmental and Governmental Employees Tort Immunity Act). Consult the Board Attorney about whether to contact EMS when *any* asthma medication is administered and whether to contact EMS when any oxygen is administered, as the School Code also does not address this issue.
2. Notification to the student's parent, guardian, or emergency contact, if known. ~~Id.~~ 105 ILCS 5/22-30(f-5) and 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24,~~ do not address contacting the student's parent, guardian, or emergency contact upon the administration of any asthma medication or undesignated oxygen. See the discussion in number 1, above, about asthma action plans, and consult the Board Attorney.

The following reports and/or notifications by the school nurse (unless otherwise specified) when a(n):

UEI was administered:	**UOA was administered:**	**UAM was administered:**	**UG was administered:**
a. Physician, physician assistant, or advance practice registered nurse who provided the standing protocol or prescription for	a. The health care professional (20 ILCS 301/5-23(d)(4)) who provided the prescription for the opioid antagonist **within 24 hours**. 105 ILCS 5/22-30(f-10).	a. Physician, physician assistant, or advanced practice registered nurse who provided the standing protocol and a prescription for the UAM **within 24 hours**. 105 ILCS 5/22-30(f-10).	Immediately after administering UG to a student, notify the school nurse (if school nurse

The footnotes should be removed before the material is used.

[2] 105 ILCS 5/22-30(f), amended by P.A. 103-196, ~~eff. 1-1-24,~~ does not address training for school staff administering UOTs. A training requirement is added to this procedure as a best practice. See sample policy 7:270, *Administering Medicines to Students*, at f/n 19, for further discussion.

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UEI was administered:	UOA was administered:	UAM was administered:	UG was administered:
the UEI **within 24 hours**. 105 ILCS 5/22-30(f-10). b. Ill. State Board of Education (ISBE) **within three (3) days**. 105 ILCS 5/22-30(i). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-20-undesignated-epinephrine-rptg.pdf), and will include: i. Age and type of person receiving epinephrine (student, staff, visitor); ii. Any previously known diagnosis of a severe allergy; iii. Trigger that precipitated allergic episode; iv. Location where symptoms developed; v. Number of doses administered; vi. Type of person administering epinephrine (school nurse, trained personnel, student); and vii. Any other information	b. ISBE **within three (3) days**. 105 ILCS 5/22-30(i-5). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-20A-opioid-rptg.pdf), and will include: i. Age and type of person receiving the opioid antagonist (student, staff, or visitor); ii. Location where symptoms developed; iii. Type of person administering the opioid antagonist (school nurse or *trained personnel*); and iv. Any other information required by ISBE on the form.	b. ISBE **within three (3) days**. 105 ILCS 5/22-30(i-10). Notification will be on an ISBE-prescribed form (www.isbe.net/Documents/34-22-Undesignated-Asthma-Medication.pdf), and will include: i. Age and type of person receiving asthma medication (student, staff, visitor); ii. Any previously known diagnosis of asthma; iii. Trigger that precipitated respiratory distress, if identifiable; iv. Location where symptoms developed; v. Number of doses administered; vi. Type of person administering the asthma medication (school nurse, *trained personnel* or student); vii. Outcome of the asthma medication administration; and viii. Any other information required by ISBE on the form.	did not administer the UG to the student). The delegated care aide or school nurse then notifies the student's parent or guardian or emergency contact (if known) and health care provider of its use. 105 ILCS 145/27.

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UEI was administered:	UOA was administered:	UAM was administered:	UG was administered:
required by ISBE on the form.			

☐ Determine how the District will identify the student populations whose parents/guardians:

1. Have not completed and signed an *SMA Form*, or
2. Have not provided asthma medication, an epinephrine injector, opioid antagonist, -glucagon, and/or oxygen, as applicable to the student, for a student for use at school, even though they have completed the *SMA Form*.

☐ Determine when the school nurse will provide or administer the UAM, UEIs, UOAs, -UG, and/or UOTs as applicable, to students.

The school nurse or *trained personnel* may:

1. Provide an UAM or UEI, as applicable to the situation, that meets the prescription on file in the SMA Form to:

a. Any student for his or her self-administration only. 105 ILCS 5/22-30(a); 105 ILCS 5/22-30 (b-10)(i) and(v); 105 ILCS 5/10-22.21b.

b. Any personnel authorized under a student's specific Individual Health Care Action Plan, emergency allergy action plan, Section 504 plan, or individualized education program plan (IEP). 105 ILCS 5/22-30(b-5) and (b-10), amended by P.A. 103-175.

2. Administer a UEI to any student that the school nurse or trained personnel in good faith believes is having an anaphylactic reaction even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the epinephrine injector. 105 ILCS 5/22-30(b-10)(iii). Follow the procedures for administration of UEIs in administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*. **Note:** *Trained personnel* are different than *any personnel authorized* in 1.b., above. 105 ILCS 5/22-30(a). *Trained personnel* means any school employees or volunteer personnel who are (a) authorized in Sections 10-22.34, 10-22.34a, and 10-22.34b of the School Code, (b) annually trained online or in person to recognize and respond to anaphylaxis, an opioid overdose, or respiratory distress through a training curriculum developed by ISBE, and (c) submitting proof to their school's administration that they have completed: (i) the annual training, and (ii) a cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certification. 105 ILCS 5/22-30(a) and (g); 23 Ill.Admin.Code §1.540(e). For training resources, see the *Allergies & Undesignated Epinephrine* drop down menu at: www.isbe.net/Pages/School-Nursing.aspx.

3. Administer a UOA to any student that the school nurse or *trained personnel* in good faith believes is having an opioid overdose even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the opioid antagonist. 105 ILCS 5/22-30(b-10)(iv). **Note:** *Trained personnel* are different than *any personnel authorized*. See number 2, directly above. 105 ILCS 5/22-30(a). *Trained personnel* means any school employees or volunteer personnel who are (a) authorized in 105 ILCS 10-22.34, 10-22.34a, and 10-22.34b, (b) trained online or in person to recognize and respond to opioid overdoses through a training curriculum that complies with the Alcoholism and Other Drug Abuse and Dependency Act, 20 ILCS 301/5-23, and (c) who have submitted proof to their school's administration that they have completed the training. 105 ILCS 5/22-30(g), amended by P.A. 103-348~~, eff. 1-1-24~~; 23 Ill.Admin.Code §1.540(e). The law does not provide a deadline for a

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training curriculum, but it does require ISBE and the Ill. Dept. of Human Services to develop a Substance Abuse Prevention and Recovery Instruction Resource Guide, available at: www.isbe.net/Pages/Substance-Use-Prevention-and-Recovery-Instruction-Resource-Guide.aspx ~~by 7-1-24~~. 105 ILCS 5/22-81, amended by P.A. 103-399.

4. Administer UAM to any student that the school nurse or *trained personnel* in good faith believes is having respiratory distress even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the asthma medication. 105 ILCS 5/22-30(b-10)(vii). See numbers 2 and 3, directly above for discussions between *any personnel authorized* and *trained personnel*. For training resources, see www.isbe.net/Pages/School-Nursing.aspx.
5. Administer UG, as applicable to the situation, for a student with a completed *SMA Form* granting permission for UG use that matches the prescription listed on the form and is also consistent with the student's diabetes care plan, if the student's prescribed glucagon is not available on-site or has expired. For training resources, see www.isbe.net/Pages/School-Nursing.aspx.
6. Administer a UOT to any student that the school nurse or other personnel with appropriate training determines requires it even though the parent/guardian has not completed and signed an *SMA Form* or otherwise granted permission to administer the undesignated oxygen.

☐ Assess how to manage requests from parents/guardians who wish to *opt-out* of the UAM, UEIs, UOAs, UG, or UOTs being available to their child.

The School Code does not provide a mechanism for a student or his or her parent/guardian to *opt-out* of the administration of the District's supply of UAM, UEIs, or UOAs when a nurse and/or *trained personnel* in good faith professionally believe a student is experiencing respiratory distress, having an anaphylactic reaction, or having an opioid overdose, respectively. Nor does the law address parent/guardian opt-out of the administration of the District's supply of UOTs. While there may be religious, health, or other reasons that a student's parent/guardian may wish to *opt-out* of the administration of UAM, UEI, UOA, or UOT to their child, the law does not provide a way for parents/guardians to do so. Management of this issue should be discussed with the Board Attorney. For additional guidance on this issue, see Board policy 7:275, *Orders to Forgo Life-Sustaining Treatment*.

☐ Determine how to notify all parents/guardians about how UAM, UEIs, UOAs, and/or UOTs may be provided or administered to students.

If the District maintains a supply of UAM, UEIs, and/or UOAs, it must notify parents/guardians of the protections from liability granted to it and the prescribing physician by 105 ILCS 5/22-30(c) and (c-5). There are two groups of parents/guardians that the District must notify: (1) parents/guardians of students who have previously signed a *SMA Form*, and (2) parents/guardians of all students.

For parents/guardians who have previously signed the *SMA Form*, 105 ILCS 5/22-30(c), requires the District to provide additional notice that the physician(s)/individual(s) with prescriptive authority providing the standing protocol and prescription for the District's supply of UAM, UEIs, and UOAs are protected from liability, except for willful or wanton conduct arising from the use of UAM, UEI, or UOA regardless of whether authorization was given by the student, parent/guardian, or student's physician. Discuss with the Board Attorney whether to amend the District's form(s) to include this language.

For parents/guardians of all students, 105 ILCS 5/22-30(c), requires parents/guardians to be informed that: (1) the District maintains a supply of UAM, UEIs, and/or UOAs, and (2) the District and the prescribing physician(s)/physician assistant(s)/advanced practice registered

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nurse(s) are protected from liability when the school nurse and/or *trained personnel* administer UAM, UEI, and/or UOA to any student when these individuals in good faith professionally believe that the student is experiencing respiratory distress, having an anaphylactic reaction, or having an opioid overdose, respectively. A parent/guardian shall be asked to acknowledge the notification by signing it and returning it to the school, however, a parent/guardian's failure to sign and return the notification shall not preclude a school nurse or other trained personnel from administering UAM, UEIs, or UOAs under the circumstances described in the School Code. Parents/guardians do not have the right to opt out their child from the administration of UAM, UEIs, and/or UOAs. 23 Ill.Admin.Code §1.540(b)(1)-(2). There are several methods to inform parent/guardians of this information, e.g., receipt of handbook signature, or see exhibit 7:270-E1, *School Medication Authorization Form*. Discuss with the Board Attorney the method that works best for the District.

Note: The School Code does not require that the District give parents/guardians notice regarding its supply of UOTs, but it is a best practice to inform them. Consult the Board Attorney regarding the content of any notices about UOTs.

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Adds definition of sexting

Section 7

Students

Restrictions on Publications; Elementary Schools [1]

[*For elementary or unit districts only*]

School-Sponsored Publications and Web-Sites

School-sponsored publications, productions, and web-sites are part of the curriculum and are not a public forum for general student use.[2] School authorities may edit or delete material that is inconsistent with the District's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

Non-School Sponsored Publications Accessed or Distributed On-Campus [3]

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for

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[1] State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled. It applies only to elementary or unit districts (both elementary and high school students). Unit districts should adopt this policy and policy 7:315, *Restrictions on Publications; High Schools*. The Speech Rights of Student Journalists Act, 105 ILCS 80/5, applies to high school and unit districts.

[2] School authorities may reasonably regulate student expression in school-sponsored publications for education-related reasons. Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). This policy allows such control by clearly stating that school-sponsored publications are not a "public forum" open for general student use but are, instead, part of the curriculum.

A school board that does not retain control of student publications can anticipate at least two problems: (1) how to keep content consistent with the district's mission, and (2) how to ensure that the Constitutional rights of third parties are not violated by student journalists. Concerning the second problem, a third party may seek to hold the district responsible for the student journalists' acts. See Yeo v. Town of Lexington, 131 F.3d 241 (1st Cir. 1997), *cert. denied* (1998).

[3] Non-school sponsored publications, like underground newspapers, cannot be subject to the same degree of regulation by school authorities as school-sponsored publications. Absent a showing of material and substantial interference with the requirements of good discipline, students retain their First Amendment free speech rights. The federal circuits disagree on whether school authorities may require prior approval before a student is allowed to distribute non-school-sponsored publications. The Seventh Circuit, which covers Illinois, refused to approve prior approval regulations. Fujishima v. Bd. of Ed., 460 F.2d 1355 (7th Cir. 1972), but see Baughman v. Freienmuth, 478 F.2d 1345 (4th Cir. 1973). Non-school sponsored web sites should be regulated in the same manner as non-school sponsored publications.

A school policy prohibiting junior high students from distributing written material at school that is prepared by non-students was upheld in Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices). [4]

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the ~~School~~ District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities; [5]
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright; [6]
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; [7]
4. Is reasonably viewed as promoting illegal drug use; [8] or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the

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[4] The definition of publication is optional and may be amended. This sample definition uses broad and generally understood terms to keep the policy current with rapid technology changes.

[5] For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998).

[6] School officials may not regulate student speech based upon their fear or apprehension of disturbance. Many decisions address the tension between students' right to free speech and restrictions of it on campus. See, for example:

Brandt v. Bd. of Educ. of City of Chicago, 480 F.3d 460 (7th Cir. 2007), *cert. denied* (2007) (school did not violate students' First Amendment rights when it disciplined students for wearing T-shirts with a "talentless infantile drawing" that school officials reasonably found to undermine the educational atmosphere).

Nuxoll v. Indian Prairie Sch. Dist. #204, 523 F.3d 668 (7th Cir. 2008) (holding that the student was likely to succeed on merits of his claim that the school would violate his speech rights by preventing him from wearing T-shirt with slogan "Be Happy, Not Gay"). But see L.M. v. Town of Middleborough, Mass., 103 F.4th 854 (1st Cir. 2024)(holding a school could prohibit a student from wearing a shirt that read "There Are Only Two Genders" because the message directly attacked the personal characteristics of transgender and nonconforming students, which could cause lower grades and increased absences).

J.C. v. Beverly Hills Unified Sch. Dist., 711 F.Supp.2d 1094 (C.D.Cal. ~~3rd Cir.~~ 2010) (discussed the "rights of others to be secure and let alone" argument from Tinker, but found that the school district violated a student's First Amendment rights for disciplining her when she posted a video clip on a website).

B.H. v. Easton Area Sch. Dist., 725 F.3d 293 (3rd Cir. 2013), *cert. denied* (2014) (school violated students' free speech rights by banning the wearing of cancer awareness bracelets containing the caption *I ♥boobies*).

~~[7] Be sure that the board's definitions for sexting in this policy align with other definitions used thought the board's policy manual. For example, see the discussion within sample administrative procedure 7:190-AP5, *Student Handbook-Electronic Devices*. There, *sexting* encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 (Juvenile Court Act purposes), and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5 (Criminal Code of 2012 purposes). It defines indecent visual depiction as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the buttocks, or if such person is a female, a fully or partially developed breast of the person. However, a district may create or have another definition of sexting that may or may not encompass these statutory terms and definitions.~~

[8] Morse v. Frederick, 551 U.S. 393 (2007).

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inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students. [9]

Accessing or distributing on-campus includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school. [10]

Non-School Sponsored Publications Accessed or Distributed Off-Campus [11]

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

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

[9] Optional. The rationale for this section is that prior to high school, students have not developed sufficient experience and education in critical review of external resource materials. Accordingly, in order to accomplish the district's educational mission, yet allow students the opportunity to communicate with their fellow students, widespread student distribution of written material in elementary and middle school may be limited to material primarily prepared by the students themselves. Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3rd 1295 (7th Cir. 1993); Leal v. Everett Public Schs., 88 F.Supp.3d 1220 (W.D.Wa. 2015).

[10] ~~For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the School Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998)~~See f/n 5, above.

[11] Optional. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus expression is much more limited than expression on school grounds. Many decisions address the tension between public schools' authority to discipline students for off-campus speech and students' right to free speech. However, school officials may generally: (1) remove a student from extracurricular activities for failure to follow an extracurricular conduct code (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations, as provided in this policy (see also sample policy 7:190, *Student Behavior*). For example, see:

> Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021), (a school could not suspend a student from the cheerleading team for vulgar posts that she made on a social media platform where there was no evidence of substantial disruption of a school activity; schools also have more limited authority to punish students for vulgar, off-campus speech, unless there are circumstances involving severe bullying or harassment, threats aimed at teachers or other students, failure to follow rules concerning lessons, writing of papers, use of computers, participation in other online school activities, or breaches of school security devices including school computers).
>
> J.S. v. Blue Mountain Sch. Dist., 650 F.3d 915 (3rd Cir. 2011), combined with Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3d Cir. 2011), *cert. denied* (2012) (schools may not punish students for their off-campus indecent and offensive parodies of their principals, absent a showing that the parodies caused, or could cause, substantial disruption in the schools).
>
> Kowalski v. Berkeley Cnty. Sch., 652 F.3d 565 (4th Cir. 2011), *cert. denied* (2012) (upheld a student's suspension for off-campus posts to a social network site that defamed a classmate because it was foreseeable that the expression would reach the school and the student's conduct involved substantial disruption and interference with the work and discipline of the school).

The statutory definition of *bullying* includes *cyberbullying* (105 ILCS 5/27-23.7); these terms are defined in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*~~. See also f/n 6 and 7:190-AP6, *Guidelines for Investigating Sexting Allegations*~~.

Consult the board attorney for guidance concerning off-campus speech. Every situation is fact-specific and the issues require careful evaluation.

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Bullying and Cyberbullying [12]

The Superintendent or designee shall treat behavior that is bullying and/or cyberbullying according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-23.7.
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:315 (Restrictions on Publications; High Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

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[12] 105 ILCS 5/27-23.7.

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Includes sexting definition

Students

Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools

A student or group of students seeking to distribute more than 10 copies of the same material on one or more days to students must comply with the following guidelines:

1. The student(s) must notify the Building Principal of the intent to distribute, in writing, at least 24 hours before distributing the material. No prior approval of the material is required.
2. The material may be distributed at times and locations selected by the Building Principal, such as, before the beginning or ending of classes at a central location inside the building.
3. The Building Principal may impose additional requirements whenever necessary to prevent disruption, congestion, or the perception that the material is school-endorsed.
4. Distribution must be done in an orderly and peaceful manner, and may not be coercive.
5. The distribution must be conducted in a manner that does not cause additional work for school personnel. Students who distribute material are responsible for cleaning up any materials left on school grounds.
6. Students must not distribute material that:
   a. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
   b. Violates the rights of others, including but not limited to, material that is libelous, slanderous or obscene, or invades the privacy of others, or infringes on a copyright;
   c. Is socially inappropriate or inappropriate due to the students' maturity level, including but not limited to, material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; [1]
   d. Is reasonably viewed as promoting illegal drug use;
   e. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
   f. Encourages or ~~i~~Incites students to violate any Board policy.
7. A student may use ~~School~~ Board policy 2:260, *Uniform Grievance Procedure*, to resolve a complaint.

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

[1] This procedure is for elementary and unit districts only. Unit districts should also use administrative procedure 7:315-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools*, for their high school students. ~~Be sure that the definition for *sexting* in this procedure aligns with policy 7:310, *Restrictions on Publications; Elementary Schools*, its f/n 7 discussion of the term, and other definitions used throughout the board's policy manual. For an example of a definition, see 7:190-AP5, *Student Handbook - Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5. 705 ILCS 405/3-40 defines an *indecent visual depiction* as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or if such person is a female, a fully or partially developed breast of the person. A district may create or have another definition of sexting that may or may not encompass statutory terms.~~

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assist the student in preparing such notification.

A student or group of students seeking to distribute 10 or fewer copies of the same publication on one or more days to students must distribute such material at times and places and in a manner that will not cause substantial disruption of the proper and orderly operation and discipline of the school or school activities and in compliance with paragraphs 4, 5, 6, and 7.

LEGAL REF.: Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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High School Students

Students

Restrictions on Publications; High Schools [1]

[*For high school or unit districts only*]

Definitions [2]

Libel means the willful or negligent publication of provably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

Obscene means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

School official means a Building Principal or designee.

School-sponsored media means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

Slander means the speaking of false statements of fact that seriously harm a living person's reputation.

Student journalist means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

Student media adviser[3] means an individual employed, appointed, or designated by the District to supervise or provide instruction relating to school-sponsored media.

School-Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and School Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites. [4]

Student journalists must: [5]

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

[1] State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled.

[2] Speech Rights of Student Journalists Act (SRSJA), 105 ILCS 80/5. See also *Black's Law Dictionary*, 11th ed. 2019.

[3] Id. uses *adviser*, not advisor. Adviser is used throughout this policy for consistency with the statute.

[4] Id. With some exceptions, the Act effectively restricts school authorities' power to reasonably regulate student expression in high school-sponsored publications for education-related reasons under Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988). See the last sentence in f/n 6, below.

[5] Consult the board attorney about text that balances the student journalists' rights to have control of their media publications with the board's interests in (a) ensuring differing opinions are published, (b) the SRSJA~~is Act~~, and (c) providing student journalists opportunities to apply the ~~upcoming~~ Illinois media literacy curriculum mandates.

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1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum mandate in 105 ILCS 5/27-20.08; and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not create, produce, or distribute school-sponsored media that: [6]

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;
3. Violates federal or State law, including the Constitutional rights of third parties;[7] or
4. Incites students to: [8]

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

Number 5 in the list is intended to align with the *media literacy* curriculum mandate for students in grades 9 through 12 ~~that starts in the fall of 2022~~ and is listed at 105 ILCS 5/27-20.08~~, added by P.A. 102-55,~~ and sample policy 6:60, *Curriculum Content*. *Media literacy* means the ability to access, analyze, evaluate, create, and communicate using a variety of objective forms, including, but not limited to, print, visual, audio, interactive, and digital texts. Id. Media literacy instruction must include a component on social responsibility and civics that includes "[s]uggesting a plan of action in the class, school, or community to engage others in a respectful, thoughtful, and inclusive dialogue over a specific issue using facts and reason." Providing opportunity and space for expression of differing opinions in media aligns with and promotes this inclusive dialog.

For boards that provide student journalists more flexibility, make the following three edits: (1) replace "must" with: "shall strive to," (2) amend number 5 to read: "In the use of personal opinions, editorial statements, and/or letters to the editor, determine the need to provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum mandate in 105 ILCS 5/27-20.08", and (3) delete number 6.

[6] 105 ILCS 80/15. A school board may retain control of material in student publications that falls within the listed exceptions. Consult the board attorney about how much control of high school student publications school officials may retain in the context of the Speech Rights of Student Journalists Act.

[7] 105 ILCS 80/15.

Delete "~~, including Constitutional rights of third parties~~" if the board wants only the word-for-word statutory language in its policy. Because the Constitutional rights of third parties are common controversies within the context of student-sponsored publications, the purpose of this additional text is to underscore that Constitutional rights of third parties are included under the exception of State and federal law.

While 105 ILCS 80/20 limits liability of school districts for a student journalist's expression, except in cases of willful or wanton misconduct, some attorneys believe it may still be possible that a third party may seek to hold the district responsible for the student journalists' acts. See Yeo v. Town of Lexington, 131 F.3d 241 (1st Cir. 1997), *cert. denied* (1998). ~~See the second sentence in f/n 1, above.~~

[8] 105 ILCS 80/15 broadly allows school boards to limit speech that would incite violation of any policy. This policy language follows the statute. Policies most often needing assessment are those that involve a district's educational mission and philosophy and social appropriateness language for student body's age(s)/maturity. School officials must be careful to understand that that law is written that student journalists using media to *incite* other students to act a certain way is the exception. Additional text may be added to (1) underscore that 105 ILCS 80/15 does not authorize or protect expression that *incites* students to violate board policies, and (2) reminds students and the community that school officials have many legal obligations to implement and enforce specific board policies and ensure school environments are safe and conducive to learning. ~~See the second sentence in f/n 1, above.~~

While 105 ILCS 80/20 limits liability of school districts for a student journalist's expression, except in cases of willful or wanton misconduct, discuss with the board attorney how to balance the rights of student journalists under this law and the other policy implementation duties that face school officials with board policies and laws.

For boards that want to provide additional text to the word-for-word statutory language in their policies, add to item 4.b:

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a. Commit an unlawful act;
b. Violate any of the District's policies; or
c. Materially and substantially disrupt the orderly operation of the school.

The District will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material fits into one of the four prohibited categories listed above, in which case the Superintendent or designee and/or student media adviser may review, edit, and delete such media material before publication or distribution of the media. [9]

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of the District or an expression of Board policy. [10]

Non-School Sponsored Publications Accessed or Distributed On Campus [11]

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices). [12]

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the ~~School~~ District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities; [13]

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

, including but not limited to (1) its educational mission in Board policies 1:30, *School District Philosophy* and 6:10, *Educational Philosophy and Objectives*, and (2) speech that is socially inappropriate or inappropriate due to the maturity of the students pursuant to Board policies 6:65, *Student Social and Emotional Development* and 7:180 *Prevention of and Response to Bullying, Intimidation, and Harassment*.

[9] 105 ILCS 80/10 requires school officials to show justification without undue delay before limiting student expression. For boards that want the student media advisor to provide student journalists with written justification prior to limiting materials, insert the following sentence to end the paragraph:

> In such cases, the student media adviser will promptly provide the student journalist with a written justification prior to limiting the material.

[10] 105 ILCS 80/20.

[11] Non-school sponsored publications, like underground newspapers, cannot be subject to the same degree of regulation by school authorities as school-sponsored publications. Absent a showing of material and substantial interference with the requirements of good discipline, students retain their First Amendment free speech rights. The federal circuits disagree on whether school authorities may require prior approval before a student is allowed to distribute non-school-sponsored publications. The Seventh Circuit, which covers Illinois, refused to approve prior approval regulations. Fujishima v. Bd. of Ed., 460 F.2d 1355 (7th Cir. 1972), but see Baughman v. Freienmuth, 478 F.2d 1345 (4th Cir. 1973). Non-school sponsored web sites should be regulated in the same manner as non-school sponsored publications.

A school policy prohibiting junior high students from distributing written material at school that is prepared by non-students was upheld in Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

[12] The definition of *publication* is optional and may be amended. This sample definition uses broad and generally understood terms to keep the policy current with rapid technology changes.

[13] For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998).

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2. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright; [14]
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; [~~15~~]
4. Is reasonably viewed as promoting illegal drug use; [16]
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; [17] or
6. Encourages or ~~i~~incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school. [18]

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

[14] School officials may not regulate student speech based upon their fear or apprehension of disturbance. Many decisions address the tension between students' right to free speech and restrictions of it on campus. See, for example:

Brandt v. Bd. of Educ. of City of Chicago, 480 F.3d 460 (7th Cir. 2007), *cert. denied* (2007) (school did not violate students' First Amendment rights when it disciplined students for wearing T-shirts with a "talentless infantile drawing" that school officials reasonably found to undermine the educational atmosphere).

Nuxoll v. Indian Prairie Sch. Dist. #204, 523 F.3d 668 (7th Cir. 2008) (holding that the student was likely to succeed on merits of his claim that the school would violate his speech rights by preventing him from wearing T-shirt with slogan "Be Happy, Not Gay"). But see L.M. v. Town of Middleborough, Massachusetts, 103 F.4th 854 (1st Cir. 2024) (holding a school could prohibit a student from wearing a shirt which read "There Are Only Two Genders" because the message directly attacked the personal characteristics of transgender and nonconforming students, which could cause lower grades and increased absences).

J.C. v. Beverly Hills Unified Sch. Dist., 593 F.3d 249 (3rd Cir. 2010) (discussed the "rights of others to be secure and let alone" argument from Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969), but found that the school district violated a student's First Amendment rights for disciplining her when she posted a video clip on a website).

B.H. v. Easton Area Sch. Dist., 725 F.3d 293 (3rd Cir 2013), *cert. denied* (2014) (school violated students' free speech rights by banning the wearing of cancer awareness bracelets containing the caption *I ♥boobies*).

~~[15] Be sure that the board's definitions for *sexting* in this policy aligns with other definitions used throughout the board's policy manual. For example, see the discussion within sample administrative procedure 7:190-AP5, *Student Handbook-Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 (Juvenile Court Act purposes), and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5 (Criminal Code of 2012 purposes). It defines indecent visual depiction as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the buttocks, or if such person is a female, a fully or partially developed breast of the person. However, a district may create or have another definition of sexting that may or may not encompass these statutory terms and definitions.~~

[16] Morse v. Frederick, 551 U.S. 393 (2007).

[17] Optional. The rationale for this section is that prior to high school, students have not developed sufficient experience and education in critical review of external resource materials. Accordingly, in order to accomplish the district's educational mission, yet allow students the opportunity to communicate with their fellow students, widespread student distribution of written material in elementary and middle school may be limited to material primarily prepared by the students themselves. Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3rd 1295 (7th Cir. 1993); Leal v. Everett Pub. Schs., 88 F.Supp.3d 1220 (W.D.Wa. 2015).

[18] ~~For example, a school district may discipline a student for writing an underground newspaper, and distributing it at school, that contained an article on how to hack into the school's computer. School authorities could reasonably believe the article would be disruptive. Boucher v. Sch. Bd. of the Sch. Dist. of Greenfield, 134 F.3d 821 (7th Cir. 1998)~~See f/n 13, above.

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Non-School Sponsored Publications Accessed or Distributed Off-Campus [19]

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying [20]

The Superintendent or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

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

[19] Optional. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus expression is much more limited than expression on school grounds. Many decisions address the tension between public schools' authority to discipline students for off-campus speech and students' right to free speech. However, school officials may generally: **(1) remove** a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations, as provided in this policy (see also sample policy 7:190, *Student Behavior*). For example, see:

Mahanoy Area School Dist. v. B.L., 594 U.S. 180 (2021) (a school could not suspend a student from the cheerleading team for vulgar posts that she made on a social media platform where there was no evidence of substantial disruption of a school activity; schools have more limited authority to punish students for vulgar, off-campus speech, unless there are circumstances involving severe bullying or harassment, threats aimed at teachers or other students, failure to follow rules concerning lessons, writing of papers, use of computers, participation in other online school activities, or breaches of school security devices including school computers).

J.S. v. Blue Mountain Sch. Dist., 650 F.3d 915 (3rd Cir. 2011), combined with Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011), cert. denied)(2012) (schools may not punish students for their off-campus indecent and offensive parodies of their principals, absent a showing that the parodies caused, or could cause, substantial disruption in the schools).

Kowalski v. Berkeley Cnty. Sch., 652 F.3d 565 (4th Cir. 2011), *cert. denied* (2012) (upheld a student's suspension for off-campus posts to a social network site that defamed a classmate because it was foreseeable that the expression would reach the school and the student's conduct involved substantial disruption and interference with the work and discipline of the school).

The statutory definition of *bullying* includes *cyberbullying* (105 ILCS 5/27-23.7); these terms are defined in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* ~~(see also f/n 6 and 7:190-AP6, *Guidelines for Investigating Sexting Allegations*)~~.

Consult the board attorney for guidance concerning off-campus speech. Every situation is fact specific, and the issues require careful evaluation.

[20] 105 ILCS 5/27-23.7.

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LEGAL REF.: 105 ILCS 5/27-20.08 and 5/27-23.7.
105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 1:30 (School District Philosophy), 6:10 (Educational Philosophy and Objectives), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:310 (Restrictions on Publication; Elementary Schools), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

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Students

Administrative Procedure - Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools [1]

A student or group of students seeking to distribute more than 10 copies of the same material on one or more days to students must comply with the following guidelines:

1. While student(s) must notify the Building Principal of the intent to distribute, in writing, at least 24 hours before distributing the material, no prior approval of the material is required.
2. The material may be distributed at times and locations selected by the Building Principal, e.g., before the beginning or ending of classes at a central location inside the building.
3. The Building Principal may impose additional requirements whenever necessary to prevent disruption, congestion, or the perception that the material is school-endorsed.
4. Distribution must be done in an orderly and peaceful manner and may not be coercive.
5. The distribution must be conducted in a manner that does not cause additional work for school personnel. Students who distribute material are responsible for cleaning up any materials left on school grounds.
6. Students must not distribute material that: [2]
    a. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
    b. Violates the rights of others, including but not limited to, material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright;
    c. Is socially inappropriate or inappropriate due to the students' maturity level, including but not limited to, material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by ~~School~~ Board policy 7:190, *Student Behavior*, and/or Student Handbooks; ~~3~~ [3]
    d. Is reasonably viewed as promoting illegal drug use;
    e. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; [4] or
    f. Incites students to violate any Board policy.

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The footnotes should be removed before the material is used.

[1] This procedure is for high school and unit districts only. Unit districts should also use 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools*, for their elementary students.

[2] Ensure this list aligns with the list tied to f/ns 13-17 in sample policy 7:315, *Restrictions on Publications; High Schools*.

~~[3] Be sure that the definition for *sexting* in this procedure aligns with policy 7:315, *Restrictions on Publications; High Schools*, its f/n 15 discussion of the term, and other definitions used throughout the board's policy manual. For an example of a definition, see 7:190-AP5, *Student Handbook – Electronic Devices*. There, sexting encompasses the term *indecent visual depiction* as defined by 705 ILCS 405/3-40 and *non-consensual dissemination of private sexual images* as defined by 720 ILCS 5/11-23.5. 705 ILCS 405/3-40 defines an *indecent visual depiction* as a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or if such person is a female, a fully or partially developed breast of the person. A district may create or have another definition of sexting that may or may not encompass these statutory terms.~~

[4] Optional. See f/n ~~16~~ 17 in sample policy 7:315, *Restrictions on Publications; High Schools*.

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7. A student may use ~~School~~ Board policy 2:260, *Uniform Grievance Procedure*, to resolve a complaint.
8. Whenever these guidelines require written notification, the appropriate administrator may assist the student in preparing such notification.

A student or group of students seeking to distribute 10 or fewer copies of the same publication on one or more days to students must distribute such material at times and places and in a manner that will not cause substantial disruption of the proper and orderly operation and discipline of the school or school activities and in compliance with paragraphs 4, 5, 6, and 7.

LEGAL REF.: 105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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5-year Review

Students

Exhibit - Application and Procedures to Involve Students in Fundraising Activities

To be submitted to the Building Principal

Organization Name _____ School _____

Activity _____ Activity Dates _____

This application must be approved before involving students in a fundraising activity. Only the following organizations are permitted to involve students in fundraising activities while they are on school grounds during school hours or during any school activity: (*check at least one box*)

- ☐ School-sponsored student organization; **or**
- ☐ Parent organizations and booster clubs that are recognized pursuant to Board policy 8:90, *Parent Organizations and Booster Clubs*.

Describe how students will be involved in the fundraising activity, including whether they will be asked to buy or sell items:

_____

Will the proposed activity involve selling food or beverage items to students on campus during the school day?

- ☐ Yes – An approval may be contingent on the availability of an *exempted fundraising day*; please attach an exact description of what you propose to sell including the nutritional analysis.
- ☐ No – Food and beverage items will not be sold to students on campus during the school day.

Fundraising efforts must not conflict with instructional activities or programs. Sales booths during a school activity or lunch are permissible.

What, if any, activity will be done while students are on school premises?

_____

Student participation must be voluntary. Penalties for failure to participate are prohibited.

Describe student incentives for participation: _____

Fundraising efforts should not burden students, their families, citizens, or merchants by being too frequent.

When and what was the last fundraising activity done by this organization or club?

_____

Local ordinances must be followed, merchants must approve of any activities on their property, and students must conduct themselves as ambassadors for their ~~s~~School.

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How will students be informed? _____

Student safety must be paramount.

How will students be kept safe if fundraising activities occur away from school?

_____

☐ Not applicable – all student involvement occurs at school.

Sales or service campaigns to raise money should offer appropriate merchandise or services.

Describe the merchandise or services students will be asked to sell or perform:

_____

For school-sponsored student organizations, a school staff member must supervise the fundraising activities in addition to any other adult volunteers.

List all of the adult sponsors, including staff members and non-staff adult volunteers:

_____

☐ Not applicable - activity is not being proposed by a school-sponsored student organization.

For school-sponsored student organizations, the student activity funds treasurer must safeguard the financial accounts.

Is this agreeable? ☐ Yes ☐ No

☐ Not applicable – activity is not being proposed by a school-sponsored student organization.

Parent organizations and booster clubs are governed by ~~School~~ Board policy 8:90, *Parent Organizations and Booster Clubs*.

Is the organization prepared to abide by this policy? _____

☐ Not applicable – activity is not being proposed by a parent organization or booster club.

The fundraising efforts must be to support the organization's purposes and/or activities, the general welfare, a charitable cause, or the educational experiences of students generally.

Describe how funds raised through the proposed activity will be used:

_____

If the activity will help fund a trip or overnight excursion, describe the travel plans:

_____

The funds must be used to the maximum extent possible for the designated purpose.

Is this agreeable? ☐ Yes ☐ No

Fundraising efforts that solicit donor messages for placement on school property must follow the District's viewpoint neutral guidelines for the creation of messages.

Is this agreeable? ☐ Yes ☐ No

☐ Not applicable – activity being proposed will not solicit donor messages.

I agree to abide by the conditions stated in this application and agree to adhere to all Board policies and administrative procedures.

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Applicant name (*please print*)	Telephone number
Address	Email address
Applicant signature	Date

The Building Principal will base his or her decision on the information being provided in this form as well as other criteria deemed important. (*Note to Building Principal: after approving or denying this application, return a copy of it to the person making the request, send the original to the Superintendent, and retain a copy at the ~~s~~School.*)

☐ **Approved** ☐ **Denied**

Building Principal or designee	Date

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Reflects when districts can disclose information about student parenting status and/or status as a victim of abuse

Students

Student Records [1]

School student records are confidential. Information from them shall not be released other than as provided by law.[2] A school student record is any writing or other recorded information concerning a

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

[1] State law requires school boards to adopt a policy and procedures implementing the Illinois School Student Records Act (ISSRA) and specifying the content of school student records. 23 Ill.Admin.Code §§375.100 and 226.740. Both State and federal law address school student records. See the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) implemented by federal rules at 34 C.F.R. Part 99) and ISSRA (105 ILCS 10/, amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25~~s 101-515, 102-199, and 102-557~~, implemented by ISBE rules at 23 Ill.Admin.Code Part 375).

In addition, the U.S. Dept. of Education's (DOE) *Protecting Student Privacy* webpage, a service of the Privacy Technical Assistance Center (PTAC) and the Student Privacy Policy Office, is a *one-stop* resource for education stakeholders to learn about student privacy and confidentiality, including data privacy and security practices related to student-level longitudinal data systems, at: www.studentprivacy.ed.gov/. PTAC published a guide for school officials titled *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices* (2014), at:

www.studentprivacy.ed.gov/resources/protecting-student-privacy-while-using-online-educational-services-requirements-and-best.

The DOE also issued a summary of resources on FERPA and virtual learning (2020) at: www.studentprivacy.ed.gov/resources/ferpa-and-virtual-learning. **Boards that wish to enter into cloud computing and other operator contracts must comply with the Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, ~~amended by P.A. 101-516,~~ and should contact the board attorney for implementation guidance.** See also f/n 2, item #7, below.

Confusion persists regarding the interplay between the FERPA and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The Privacy Rule implementing HIPAA, issued by the U.S. Dept. of Health and Human Services (~~D~~HHS), addresses the disclosure of individuals' health information by *covered entities*. 45 C.F.R. Parts 160 and 164, Subparts A and E. Generally speaking, a school district becomes a *covered entity*, and must comply with applicable sections in the Privacy Rule, if it provides health care and transmits health information in electronic form in connection with transactions. However, *educational records* as defined by FERPA are excluded from HIPAA's definition of *protected health information*. 45 C.F.R. §160.103. In most cases this exception relieves school districts of complying with burdensome privacy notices and authorization forms. In December 2019, ~~D~~HHS and DOE issued an update to its *Joint Guidance on the Application of FERPA and HIPAA to Student Health* Records, at:

www.studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-student-health-records.

The board attorney should be consulted on all HIPAA-related questions.

[2] A plethora of statutory and decisional law protects student records. Aside from the laws identified in f/n 1, other laws protecting student records include:

1. Schools may not provide a student's *personal information* to a business organization or financial institution that issues credit or debit cards. 105 ILCS 5/10-20.38.
2. Schools may not sell personal information concerning a child under the age of 16, with a few exceptions, unless a parent has consented. Children's Privacy Protection and Parental Empowerment Act, 325 ILCS 17/.
3. The release of confidential information given by a student to a therapist, e.g., school counselor or psychologist, is governed by the Mental Health and Developmental Disabilities Confidentiality Act. 740 ILCS 110/.
4. Schools must keep a sex offender registration form received from law enforcement separately from school student records maintained on behalf of the juvenile sex offender. 730 ILCS 152/121.
5. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records. The Ill. Marriage and Dissolution of Marriage Act (IMDMA), 750 ILCS 5/602.11.
6. Schools may not provide a parent/guardian access to his or her child's school records if the parent is prohibited by an order of protection from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. Id.

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student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below: [3]

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school. [4]
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses[5]) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 years who has been arrested or taken into custody. [6]

State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to

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7. SOPPA (105 ILCS 85/~~, amended by P.A. 101-516~~) addresses a school district's obligations related to *covered information* of students and contracts with educational technology *operators*. In some instances, covered information as defined under SOPPA may also qualify as education records under FERPA and school student records under ISSRA. See sample policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, and sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*, for a description of SOPPA obligations.

~~7.~~8. School employees or agents may not disclose information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, or a student's status as a named perpetrator of domestic or sexual violence except under certain circumstances and only upon prior notice to, and discussion with, the student. 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and the **Confidentiality** subhead of sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Note: Nos. 5 and 6 above may conflict with FERPA in that they restrict a parent/guardian's right to access his or her child's school records more than is expressly permitted by FERPA. 20 U.S.C. §1232g(a)(1)(A), (B); 34 C.F.R. §99.10(a). **Consult the board attorney for guidance.**

Allowing students to grade each other's papers does not violate FERPA; such student work is not a *school record* until it is recorded by the teacher. Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002). School student records are *per se* prohibited from disclosure; a district is under no obligation to redact them. Chicago Tribune Co. v. Chicago Bd. of Educ., 332 Ill.App.3d 60 (1st Dist. 2002).

[3] 20 U.S.C. §1232g(a)(4); 34 C.F.R. §99.3; 105 ILCS 10/2(d); 705 ILCS 405/1-7 and 5-905; 23 Ill.Admin.Code §375.10. Rather than listing the exceptions in the policy, a school board may choose to end the sentence after the proviso "except as provided in State or federal law."

[4] For a helpful resource, see f/n 1 in sample policy 7:150, *Agency and Police Interviews*.

[5] For an explanation, see footnotes in sample policy 7:220, *Bus Conduct*.

[6] Many lawyers believe that once these records are received by a school, they are protected as *education records* under FERPA. Consult the board attorney for advice.

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inspect, copy[7], and/or challenge school student records.[8] The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child.[9] The District may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child.[10] The District

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[7] 105 ILCS 10/5(a) ~~, amended by P.A. 102-199~~. ISSRA does not give DCFS representatives the right to challenge student records. 105 ILCS 10/7. For more information about DCFS liaison qualifications and duties, see sample policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, at f/n 16.

105 ILCS 10/5(c) requires that a parent's or student's request to inspect and copy records be granted no later than 10 business days (previously 15 school days) after the date of receipt of such a request by the official records custodian.

105 ILCS 10/5(c-5) outlines how a school district may extend the 10 business day timeline for response by not more than five business days from the original due date if one or more of these six reasons applies:

1. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;
2. The request required the collection of a substantial number of specified records;
3. The request is couched in categorical terms and requires an extensive search for the records responsive to it;
4. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;
5. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or
6. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.

The person making the request and the school district may also agree in writing to extend the timeline for compliance for a period to be determined by the parties. Id.

[8] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board of a unit or high school district wants to allow this, insert:

A student or the student's parent/guardian may request, in writing, that scores received on college entrance examinations be included on the student's academic transcript.

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

If a board allows for the inclusion of college entrance examination scores on academic transcripts, amend the district's notification to parents/guardians and students of their school student records rights with the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5). See sample exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*, for an example.

[9] 23 Ill.Admin.Code §226.740(a).

[10] This sentence is required if the board allows schools to release student directory information. 20 U.S.C. §1232g; 23 Ill.Admin.Code §375.80; 34 C.F.R. §99.37. There is at least one instance in Illinois in which parents were upset that their school district released students' names and addresses pursuant to a Freedom of Information Act (FOIA) request. FOIA contains an exemption for home addresses. Many lawyers, however, say that a district must release student information pursuant to a FOIA request when each of the following has occurred: the FOIA request seeks information that is included in the district's definition of student directory information, the district notified parents that it releases directory information, and the parents did not opt out of allowing directory information to be released concerning their child. An opinion from the Ill. Public Access Counselor supports that a district may not rely on the FOIA exemption for home addresses. PAO 12-3.

Thise sample ~~PRESS~~ policy does not identify the components of *directory information*, leaving that task to implementing material. Boards may want to discuss this quagmire with the superintendent knowing that there are good reasons to release directory information, e.g., to allow the district to publish information about specific students, and good reasons to not release directory information, e.g., to avoid releasing names and addresses pursuant to a FOIA request.

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will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student.[11] Upon request, the District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law. [12]

The Superintendent shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records. [13]

Student Biometric Information Collection [14]

The Superintendent or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention.[15] Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

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

23 Ill.Admin.Code §375.80(a)(1) no longer includes *gender* as information which may be designated as directory information. This is consistent with attorneys' views that Illinois' past practice of including *gender* within directory information may have violated FERPA. FERPA regulations provide that directory information "means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed" and it "includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status (e.g., undergraduate or graduate, full-time or part-time); dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended." 34 C.F.R. §99.3. Though FERPA regulations do not explicitly preclude the designation of *gender* as directory information, DOE guidance has consistently advised schools not to disclose a student's sex as directory information because it would be considered harmful or an invasion of privacy. See *Letter to Institutions of Postsecondary Education*, DOE Family Policy Compliance Office (September 2009). Consult the board attorney about the practical implementation of this issue. Some attorneys, for example, believe photos of the "Girls Volleyball Team" may contradict DOE guidance.

[11] 20 U.S.C. §1232g(j), as added by Sec. 507 of the U.S.A. Patriot Act of 2001.

[12] 34 C.F.R. §99.31; 105 ILCS 10/6~~, amended by P.A.s 102-199 and 102-557~~.

[13] Each school must have an *official records custodian*. 105 ILCS 10/4(a). Districts must notify students and parents/guardians of their rights concerning school student records. 105 ILCS 10/3; 105 ILCS 10/4~~, amended by P.A.s 101-161 and 102-199~~; 23 Ill.Admin.Code §375.30; 34 C.F.R. §99.7. Comprehensive faculty and student handbooks can provide required notices, along with other important information, to recipients. Handbooks can be developed by the building principal, but should be reviewed and approved by the superintendent and board. See sample exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*, and sample administrative procedure 7:340-AP1, *School Student Records*.

[14] This program is optional; however, districts either wishing to implement such a program or districts that have already engaged in the collection of student biometric information must have a policy consistent with the requirements of 105 ILCS 5/10-20.40. This section restates the School Code's requirements for a student biometric information policy.

[15] For districts already collecting biometric information, the following is an alternative:

The Superintendent or designee shall maintain a biometric screening program that is consistent with budget requirements and in compliance with State law.

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Before collecting student biometric information, the District shall obtain written permission from the person having legal custody/parental responsibility[16] or the student (if over the age of 18).[17] Upon a student's 18th birthday, the District shall obtain written permission from the student to collect student biometric information.[18] Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited. [19]

The District will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School District, or (2) the District receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18).[20] Requests to discontinue using a student's biometric information shall be forwarded to the Superintendent or designee.

The Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law. [21]

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

[16] Several statutes define legal custody and when a court may grant it; the term requires statutory construction/interpretation and school boards should discuss this issue with their attorney prior to adopting a policy on collection of student biometric information.

105 ILCS 5/10-20.40(b)(1) states the definition of legal custody is the same as the definition of legal custody for purposes of residency, payment of tuition, hearings, and criminal penalties at 105 ILCS 5/10-20.12b(2)(i)-(v).

The IMDMA, 750 ILCS 5/, changed the terms *custody* and *visitation* to *parental responsibility* and *parenting time*, respectively. It also requires a *parenting plan* that allocates: (1) significant decision-making responsibilities; and (2) each parent's right to access his or her child's school records. The IMDMA does not amend ISSRA or the School Code.

[17] Based upon 105 ILCS 5/10-20.40, written permission is not required annually; it is valid until a request for discontinuation of the use of biometric information is received or until the student reaches the age of 18. See sample exhibit 7:340-AP1, E5, *Biometric Information Collection Authorization*.

[18] Districts must reissue exhibit 7:340-AP1, E5, *Biometric Information Collection Authorization* to students turning 18 years of age during the school year. This is because all rights and privileges accorded to a parent under ISSRA become exclusively those of the student upon his or her 18th birthday, graduation from secondary school, marriage, or entry into military service, whichever comes first. 105 ILCS 10/2(g).

[19] State law contains two exceptions: (1) the individual who has legal custody/parental responsibility of the student or the student (if over the age of 18) consents to the disclosure; and (2) the disclosure is required by court order. 105 ILCS 5/10-20.40(b)(5).

[20] 105 ILCS 5/10-20.40(d). No notification to or approval from the district's local records commission, pursuant to the Local Records Act, is required to destroy student biometric information. See f/n 15 for a discussion about the terms *custody* and *parental responsibility*.

[21] Whether the student biometric information is an education record under FERPA or falls under an exception to an education record under FERPA is an issue about which school boards should consult their board attorney. Protected Health Information under the DHS's interpretations of HIPAA excludes education records covered by FERPA, and thus HIPAA requirements are not expected to be triggered by districts collecting student biometric information. However, before implementing policies and procedures to collect student biometric information, a board should discuss these issues with the board attorney.

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LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act; 34 C.F.R. Part 99.
50 ILCS 205/7, Local Records Act.
105 ILCS 5/10-20.12b, 5/10-20.40, ~~and~~ 5/14-1.01 et seq., and 5/26A-30.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 85/, Student Online Personal Protection Act.
325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.
750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.
23 Ill.Admin.Code Parts 226 and 375.
Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).
Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADMIN. PROC.: 7:15-E (Notification to Parents of Family Privacy Rights), 7:255-AP1 (Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340-AP1 (School Student Records), 7:340-AP1, E1 (Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records), 7:340-AP1, E3 (Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information), 7:340-AP1, E4 (Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information, 7:340-AP1, E5 (Biometric Information Collection Authorization), 7:340-AP2 (Storage and Destruction of School Student Records), 7:340-AP2, E1 (Letter Containing Schedule for Destruction of School Student Records)

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reflects when district can disclose information

Students

Administrative Procedure - School Student Records [1]

This procedure implements Board policy 7:340, *Student Records*. It contains a **Table of Contents** and lettered **Sections**.

Table of Contents

A. Legal Citations and Definitions
B. School Student Records Defined
C. Eligible Students Accorded the Rights of Parent/Guardian
D. Official Records Custodians
E. Maintenance of School Student Records
F. Retention and Destruction of School Student Records
G. Social Security Numbers
H. Access to School Student Records
I. Record of Release
J. Orders of Protection
K. Parenting Plans
L. Transmission of Records for Transfer Students
M. Directory Information
N. Student Record Challenges

Sections

A. Legal Citations and Definitions

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parentheses indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Definitions are found in the Ill. School Student Records Act and the Ill. State Board of Education (ISBE) rules. 105 ILCS 10/2; 23 Ill.Admin.Code §375.10. For easy reference, some definitions are re-printed in this procedure.

The release of confidential information given by a student to a therapist, e.g., school counselor or psychologist, is not included in these procedures but is governed by the Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA). 740 ILCS 110/.

B. School Student Records Defined

School Student Record means any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by an employee of a school, regardless of how or where the information is stored. 105 ILCS 10/2(d).

The footnotes should be removed before the material is used.

[1] Modify this procedure to align it with board policy. Customize it to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) says may be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.

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Special Education Records means school records that relate to identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities under the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.) and Article 14 of the School Code. These records include the report of the multidisciplinary staffing conference on which placement or nonplacement was based and all records and audio recordings in any format relating to special education placement hearings and appeals. 23 Ill.Admin.Code §375.10.

A school student record does not include any of the following:

1. Writings or other recorded information kept in a school staff member's sole possession that is destroyed not later than the student's graduation or permanent withdrawal, and is not accessible or revealed to any other person except a temporary substitute teacher. 105 ILCS 10/2(d).
2. Information maintained by law enforcement professionals working in the school. 105 ILCS 10/2(d).
3. Video or other electronic recordings created and maintained by law enforcement professionals working in the school or for security or safety reasons or purposes, provided the information was created at least in part for law enforcement or security or safety reasons or purposes. This includes, without limitation, electronic recordings made on school buses, as described in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3(m). The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials for disciplinary or special education purposes regarding a particular student. 23 Ill.Admin.Code §375.10. **Note:** For districts and schools that do not have a designated law enforcement unit, consult the Board Attorney regarding designating an employee to serve as the *law enforcement unit* in order to maintain the security camera and determine the appropriate circumstances in which the school would disclose recorded images.
4. Any information, either written or oral, received from law enforcement officials pursuant to 105 ILCS 5/22-20 concerning a student less than the age of 18 years who has been arrested or taken into custody. 23 Ill.Admin.Code §375.10. [2]

C. Eligible Students Accorded the Rights of Parent/Guardian

All rights and privileges concerning school student records that are accorded to parents/guardians become exclusively those of the student when the student reaches 18 years of age, graduates from high school, marries, or enters military service, whichever occurs first. 105 ILCS 10/2(g). Such students are called *eligible students* in this procedure.

D. Official Records Custodians

Each Building Principal is designated the Official Records Custodian for his or her respective school and has the duties, without limitation, listed below. [3]

1. Is responsible for the maintenance, care, and security of all school student records, whether or not the records are in his or her personal custody or control, and shall take all reasonable measures to protect school student records through administrative, technical, and security

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The footnotes should be removed before the material is used.

[2] Many lawyers believe that once these records are received by a school, they are protected as education records under the federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. §1232g). Consult the board attorney for advice.

[3] For districts that have a single District-level records custodian rather than one at each school, use the following alternative sentence: "The District's Official Records Custodian or designee(s) has the duties, without limitation, listed below."

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safeguards against risks, such as unauthorized access, release, or use. 105 ILCS 10/4(a) and (b); 23 Ill.Admin.Code §375.40(g).

2. Reviews student temporary records at least every four years, or upon a student's change in attendance centers, whichever occurs first, to verify entries and to eliminate or correct all out-of-date, misleading, inaccurate, unnecessary, or irrelevant information. The records review is required in any given school year at the time a student first changes attendance centers within the District, but it does not need to be conducted if the student enrolls in a different attendance center later in that same school year. 23 Ill.Admin.Code §375.40(b).

3. When requested by the Ill. Dept. of Children and Family Services (DCFS) due to an indicated finding being overturned in an appeal or hearing, purges DCFS's final finding report from the student's record in accordance with the Ill. School Student Records Act (105 ILCS 10/) on the date of expungement provided by the report. 325 ILCS 5/8.6, amended by P.A. 103-624~~. eff. 1-1-25~~.

4. Manages requests to access school student records.

5. Transfers a certified copy of the records of students transferring to another school and retains the original records.

6. Provides all required notices to parents/guardians and students, including without limitation, each of the following:

   a. Upon initial enrollment or transfer to the school, notification of rights concerning school student records; the notification may be delivered by any means likely to reach parents, including direct mail or email, delivery by the student to the parent, or incorporation into a student handbook. 23 Ill.Admin.Code §375.30.

   b. Annual notification of information that is considered to be *directory information* and of the procedures to be used by parents/guardians to request that specific information not be released. 23 Ill.Admin.Code §375.80.

   c. Notification to secondary students and their parents/guardians that they may opt out of the disclosure of students' names, addresses, and telephone listings to military recruiters and institutions of higher learning by submitting a written request that such information not be released without the prior written consent of the parent/guardian. 20 U.S.C. §7908.

   d. Notification of their right to a hearing to challenge any entry in the school student records (except for academic grades) and Official Records Custodian's name and contact information. 23 Ill.Admin.Code §375.90.

   e. Upon a student's graduation, transfer, or permanent withdrawal, notification to the parents/guardians, and if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, of the destruction schedule for the student's permanent and temporary school student records and of their right to request a copy. Notice to parents/guardians or the student may be provided through: (1) the school's parent or student handbook, (2) publication in a newspaper published in the District or, if no newspaper is published in the District, in a newspaper of general circulation within the district, (3) U.S. mail delivered to the last known address of the parent/guardian or student, or (4) other means provided notice is confirmed to have been received, e.g., hand delivery, return

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receipt, or read receipt email. 105 ILCS 10/4(h)~~, amended by P.A. 102-199~~; 23 Ill.Admin.Code §375.40(c). [4]

7. Takes all action necessary to ensure that school personnel are informed of the provisions of the School Student Records Act. 105 ILCS 10/3(c).

8. Performs all actions required of the District described in this procedure and the laws governing school student records.

The Building Principal may delegate any of these duties to an appropriate staff member but shall remain responsible for the duties' execution.

E. Maintenance of School Student Records 105 ILCS 10/2; 23 Ill.Admin.Code §375.10.

The District maintains two types of school records for each student: a *permanent* record and a *temporary* record.

The *student permanent record* shall consist of the following:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parent(s)/guardian(s).

2. Evidence required by the Missing Children Records Act. 325 ILCS 50/5(b)(1).

3. Academic transcripts, including: grades, graduation date, and grade level achieved; as applicable, and if allowed by District policy, scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian[5]; the unique student identifier assigned and used by ISBE's Student Information System (23 Ill.Admin.Code §1.75); as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-22; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159 and 23 Ill.Admin.Code Part 680; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy, awarded in accordance with 23 Ill.Admin.Code §680.20(c); and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169, amended by P.A. 103-979, ~~eff. 1-1-25.~~ and 23 Ill.Admin.Code §1.443.

4. Attendance record.

5. Health record, defined by ISBE rule as "medical documentation necessary for enrollment and proof of having certain examinations, as may be required under Section 27-8.1 of the [School] Code."

The footnotes should be removed before the material is used.

[4] 105 ILCS 10/4(h)~~, amended by P.A. 101-161 and 102-199.~~ requires notice of destruction of student records also be given to DCFS when a student is in its legal custody; however, the law does not specify how that notice is to be delivered to DCFS. A district may wish to rely on item #4 in paragraph e of this list so it has evidence the notice was received.

[5] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If board policy allows for the inclusion of such scores on academic transcripts, then the district's notification to parents/guardians and students of their school student records rights must include the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5).

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to eligible students and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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6. Record of release of permanent record information that contains the information listed in Section I, **Record of Release**, below.

7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the temporary record, the *permanent record* may include:

1. Honors and awards received.

2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

No other information shall be placed in the permanent record.

The *student temporary record* contains all information not required to be kept in the student permanent record and must include:

1. Record of release of temporary record information that contains the information listed in Section I, **Record of Release**, below.

2. Scores received on the State assessment tests administered in the elementary grade levels (kindergarten through grade 8).

3. Completed home language survey. 23 Ill.Admin.Code §228.15(d).

4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.

5. Any final finding report received from DCFS provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record. 23 Ill.Admin.Code §375.40(f).

6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status. 105 ILCS 10/2(f), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and the **Confidentiality** subhead of administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

~~6.~~7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.

~~7.~~8. Health-related information, defined by ISBE rule as "current documentation of a student's health information, not otherwise governed by the MHDDCA or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete's and his or her parents' acknowledgment of the District's concussion policy adopted under Section 22-80 of the [School] Code, and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."

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~~8.~~9. Accident report, defined by ISBE rule as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied youth has followed through on that request."

~~9.~~10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred. 23 Ill.Admin.Code §375.75(e).

~~10.~~11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement. 105 ILCS 10/4; 23 Ill.Admin.Code §1.445.

~~11.~~12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.

The *temporary record* may also consist of:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.)
12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

F. Retention and Destruction of School Student Records

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The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(e). The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(f). Individuals adding information to a student's temporary record must include their name, signature, and position and the date the information was added. 105 ILCS 10/4(d). Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the eligible student. Appropriate District personnel shall explain to the student and the parent/guardian the future usefulness of these records. 23 Ill.Admin.Code §375.40(d). Be sure to provide notice of destruction of school student records pursuant to 105 ILCS 10/4(h)~~, amended by P.A. 102-199~~, as noted in D(6)(e), above.

G. Social Security Numbers

School officials, with limited exceptions, may not require students or their parents/guardians to provide social security numbers. 5 ILCS 179/, Identity Protection Act. The collection and retention of social security numbers shall be in accordance with Board policy 4:15, *Identity Protection*.

H. Access to School Student Records

The phrase "access to a school student record" means any release or disclosure of information from a student's school record, whether or not any record is copied. Access in all cases is limited to the designated portion of the record to which the consent or statutory authority applies.

Neither the District nor any of its employees shall release, disclose, or grant access to information found in any school student record except under the conditions set forth in the Ill. School Student Records Act. 105 ILCS 10/6. Absent a court order, school officials do not provide educational records to ~~the~~U.S. Immigration and Customs Enforcement for immigration enforcement activities.

The Building Principal shall grant access to school student records as detailed below. The Building Principal shall consult with the Superintendent and, if authorized, the Board Attorney concerning any questions.

Access to Parent/Guardian, Eligible Student, or DCFS

1. A student's parent(s)/guardian(s) or eligible student, or designee, or DCFS' Office of Education and Transition Services, when a student is in the legal custody of DCFS, are entitled to inspect and copy information in the student's school record; a student less than 18 years old may inspect or copy information in his or her permanent school record. 105 ILCS 10/5. A request to inspect or copy school student records shall be made in writing and directed to the Building Principal. Access to the records shall be granted within 10 business days after the receipt of such a request. 105 ILCS 10/5(c). The District may extend this timeline by up to five additional business days if one or more of these six reasons applies:

    a. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;

    b. The request required the collection of a substantial number of specified records;

    c. The request is couched in categorical terms and requires an extensive search for the records responsive to it;

    d. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;

    e. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or

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f. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.

105 ILCS 10/5(c-5).

The District and the person making the request may also agree in writing to extend the timeline for response. Id. The response to an access request for a special education student's records shall include those school student records located in the special education office.

2. The parent(s)/guardian(s), DCFS, if applicable, or the District may request a qualified professional to be present to interpret the student's records. 105 ILCS 10/5(b)~~, amended by P.A. 102-199~~. If the District makes the request, it is responsible for securing and bearing the cost of the professional's presence.

3. Unless the District has actual notice of a court order or a notice of a *parenting plan* under the Ill. Marriage and Dissolution of Marriage Act, indicating otherwise:

   a. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records. 750 ILCS 5/602.11.

   b. The Building Principal shall send copies of the documents listed below to both divorced or separated parents/guardians, or if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, at their~~either~~'s request. 105 ILCS 5/10-21.8.

      i. Academic progress reports or records

      ii. Emotional and physical health reports

      iii. Notices of school-initiated parent-teacher conferences

      iv. School calendar regarding the student

      v. Notices about open houses, graduations, and other major school-sponsored events including student-parent/guardian interaction

4. The school will deny access to a student's school records to a parent against whom an *order of protection* (OP) was issued if the OP prohibits the parent from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. See the Ill. Marriage and Dissolution of Marriage Act, 750 ILCS 5/602.11(a), and 750 ILCS 60/214(b)(15), and 222(f). Also see **Orders of Protection**, below. [6]

5. Parent(s)/guardian(s) or the student, or if applicable, DCFS' Office of Education and Transition Services, shall not be granted access to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment or the receipt of an honor or award which were placed in the records prior to 1-1-75, provided such letters and statements are not used for purposes other than those for which they were specifically intended. Access shall not be granted to such letters and statements entered into the record at any time if the student has waived his or her right of access after being advised of

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[6] This may conflict with FERPA in that it restricts a parent/guardian's right to access his or her child's school records more than is expressly permitted by FERPA. 20 U.S.C. §1232g(a)(1)(A), (B); 34 C.F.R. §99.10(a). Contact the board attorney for guidance.

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his or her right to obtain the names of all persons making such confidential letters and statements. 105 ILCS 10/5(e)~~, amended by P.A. 102-199~~.

Access With Consent of Parent/Guardian or Eligible Student

1. Access will be granted to any person possessing a written, dated consent, signed by the parent(s)/guardian(s) or eligible student, stating to whom the records may be released, the information or record to be released, and the reason for the release. 105 ILCS 10/6(a)(8); 23 Ill.Admin.Code §375.70(e). Whenever the District requests the consent to release records, the Building Principal shall inform the parent(s)/guardian(s) or eligible student in writing of the right to inspect, copy, and challenge their contents and to limit such consent to designated portions of the records. 105 ILCS 10/6(a)(8).

2. Access to any record that is protected by the MHDDCA, specifically that of a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services to a student, will be granted according to the consent requirements contained in MHDDCA. 740 ILCS 110/4 and 5.

Access Without Notification to or Consent of Parent/Guardian or Eligible Student

1. District employees or officials of the ISBE will be granted access, without parental/guardian consent or notification, when a current, demonstrable, educational, or administrative need is shown. Access in such cases is limited to the satisfaction of that need. 105 ILCS 10/6(a)(2). Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest. 105 ILCS 10/6(a)(2).

2. Access will be granted, without parental/guardian consent or notification, to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent/guardian can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. 105 ILCS 10/6(a)(4).

3. Access will be granted, without parental/guardian consent or notification, to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information between them. 105 ILCS 10/6(a)(13)~~, added by P.A. 102-557~~. [7]

4. The District will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or the consent of the student's parent(s)/guardian(s). 20 U.S.C. §1232(g)(j), as added by the Sec. 507 of the U.S.A. Patriot Act of 2001. An *ex parte* order is an order issued by a court of competent jurisdiction without notice to an adverse party.

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[7] For elementary or high school districts only. Intergovernmental agreements must meet the following requirements: (1) the sharing must be voluntary and at the discretion of each district; (2) the sharing of student information only applies to students that have a) been enrolled in both districts or b) would have been enrolled in both districts based on attendance boundaries, provided the parent/guardian has confirmed in writing that the student intends to enroll or has enrolled in the high school district; and (3) the sharing of student information does not exceed the scope of information that is shared among schools in a unit district. 105 ILCS 10/6(a)(13)~~, added by P.A. 102-557~~.

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5. A Serious Habitual Offender Comprehensive Action Program (SHOCAP) committee member will be granted access, but only to the extent that the release, transfer, disclosure, or dissemination is consistent with the Family Educational Rights and Privacy Act (FERPA). 105 ILCS 10/6(a)(10) allows disclosure to SHOCAP committee members who are "state and local officials and authorities" as those terms are used in FERPA. This federal law does not define "state and local officials and authorities;" rather, it limits when disclosure may be made to such officials and authorities.

6. Juvenile authorities will be granted access when necessary for the discharge of their official duties upon their request before the student's adjudication, provided they certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. *Juvenile authorities* means: (a) a circuit court judge and court staff members designated by the judge; (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case; (d) any individual, public or private agency having court-ordered custody of the child; (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (f) any potential placement provider when such release is authorized by the court to determine the appropriateness of the potential placement; (g) law enforcement officers and prosecutors; (h) adult and juvenile prisoner review boards; (i) authorized military personnel; and (j) individuals authorized by court. 105 ILCS 10/6(a)(6.5).

7. Military recruiters and institutions of higher learning will be granted access to secondary students' names, addresses, and telephone listings, unless the student's parent/guardian submits a written request that such information not be released without the prior written consent of the parent/guardian or eligible student. Only this written consent process may be used, no other processes, such as an opt-in process, etc., may be used. Military recruiters and institutions of higher learning have access to students' names, addresses, and phone numbers even if the District does not release directory information. 20 U.S.C. §7908. For more information, see exhibits 7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information;* 7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiters Access to Students and Student Information;* ISBE Military Recruitment Access Reminder, announced in State Superintendent Smith's *Weekly Message*, 11-27-18, at: www.isbe.net/Documents/Military-Access-Reminder.pdf. The requirements in this paragraph apply only if the District receives funds under the Elementary and Secondary Education Act. Id.

8. DCFS' Office of Education and Transition Services will be granted access if the student is in the legal custody of DCFS. 105 ILCS 10/6(a)(12.5)~~, added by P.A. 102-199 and renumbered by P.A. 102-813~~.

Access Without Consent of, but With Notification to, Parent/Guardian or Eligible Student

1. In accordance with the procedures described in Section L below (Transmission of Records for Transfer Students), access will be granted, without parental/guardian consent, to the official records custodian of another school within Illinois or an official with similar responsibilities of a school outside Illinois, in which the student has enrolled or intends to enroll, upon the request of such official or student. 105 ILCS 10/6(a)(3).

2. Access will be granted pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice of such order's terms, the nature and substance of the

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information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. 105 ILCS 10/6(a)(5). Parents of students who are named in a court order or parenting plan shall be deemed to have received the required written notice. The Building Principal shall respond to the order no earlier than five school days after its receipt in order to afford parents/guardians the opportunity to review, inspect, and challenge the records if the parents choose to do so. 23 Ill.Admin.Code §375.70(d).

For the purposes of these procedures, a court order is a document signed by a judge. A subpoena signed by a court clerk, an attorney, or an administrative agency official shall not be considered a court order unless signed by a judge. 23 Ill.Admin.Code §375.40(a).

3. Information may be released without parental consent, in connection with an articulable and significant threat to the health or safety of a student or other individuals, to appropriate persons if the knowledge of the requested information is necessary to protect the health or safety of the student or other individuals. The Building Principal shall make this decision taking into consideration the seriousness of the threat to the health or safety of the student or other individuals, the need for such records to meet the emergency, whether the persons to whom such records are released are in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6(a)(7); 23 Ill.Admin.Code §375.60. The Building Principal shall notify the parent(s)/guardian(s) or eligible student, no later than the next school day after the date that the information is released, of the date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.

4. The District will grant access as specifically required by federal or State statute, provided the individual complies with the requirements in 23 Ill.Admin.Code §375.70(b). 105 ILCS 10/6(a)(6). Prior to granting access, the Building Principal shall provide prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. 105 ILCS 10/6(b); 23 Ill.Admin.Code §375.70. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents. If the release relates to more than 25 students, a notice published in the newspaper is sufficient.

   The District charges $.35 per page for copying information from a student's records.[8] No parent/guardian or student shall be precluded from copying information because of financial hardship. 23 Ill.Admin.Code §375.50. **Note:** The ISBE rule allows a school to "charge the actual cost for providing a copy of school student records or any portion of such records to parents and students upon request for such copies, provided that such costs shall not exceed $.35 per page." 23 Ill.Admin.Code §375.50.

I. Record of Release

Except as provided below, a record of all releases of information from school student records (including all instances of access granted whether or not records were copied) shall be kept and maintained as part of such records. 105 ILCS 10/6(c). This record shall be maintained for the life of the school student record and shall be accessible only to the parent(s)/guardian(s) or eligible student, Building Principal, or other authorized person. The record of release shall include each of the following:

1. The nature and substance of the information released;

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[8] Districts may substitute the following alternative: "The District charges a fee for copying school student records that corresponds to the fee schedule for copies of records requested under the Freedom of Information Act."

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2. The name and signature of the official records custodian releasing such information;
3. The name of the person requesting the information, in what capacity the request was made, and the purpose for the request;
4. The date of release; and
5. A copy of any consent to a release.

No record of a disclosure is maintained when records are disclosed according to the terms of an *ex parte* court order entered under 20 U.S.C. §1232g(j), *Investigation and prosecution of terrorism*. 20 U.S.C. §1232g(j)(4).

J. Orders of Protection

Upon receipt of a court OP that prohibits a Respondent's access to records, the Building Principal shall file it in the temporary record of a student who is the *protected person* under the OP. No information or records shall be released to the Respondent named in the OP. 750 ILCS 60/222(f).[9]

K. Parenting Plans

Upon receipt of a parenting plan under the Ill. Marriage and Dissolution of Marriage Act (750 ILCS 5/), the Building Principal shall file it in the temporary record of a student who is the subject of the parenting plan.

L. Transmission of Records for Transfer Students 105 ILCS 10/6(a)(3); 23 Ill.Admin.Code §§375.70 and 375.75.

The Building Principal shall:

1. Within 14 calendar days after enrolling a transfer student, request directly from the student's previous school a certified copy of the student's record. The District shall exercise due diligence in obtaining the copy of the record requested.
2. Upon the student's request or that of the official records custodian of another school in which the student has enrolled or intends to enroll, within 10 calendar days, transfer a certified copy of the student's record (that is, the student's permanent and temporary record) to the official records custodian of the appropriate school and retain the original records. The records transfer is subject to prior notice to the student's parent(s)/guardian(s) as described above in Section H (Access to School Student Records). See Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
3. Determine if the school or special education office has any record that is protected by the MHDDCA concerning the transferring student, specifically a record or report made by a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services. If so, ask the appropriate person as identified in 740 ILCS 110/4 whether to send the record protected by MHDDCA to the new school and, if *yes*, obtain a written consent for disclosure as provided in 740 ILCS 110/5.

   This requirement does not apply to special education records and reports that are related to the identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities. 23 Ill.Admin.Code §375.10.

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[9] See f/n 6 above.

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4. Provide the parent/guardian or eligible student prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge it. If the parent's/guardian's address is unknown, notice may be served upon the official records custodian of the requesting school for transmittal to the parent/guardian. This service is deemed conclusive, and 10 calendar days after this service, if the parents/guardians make no objection, the records may be transferred to the requesting school.
5. Destroy any biometric information collected and do not transfer it to another school district.
6. Refrain from transferring the records if a student's record has been flagged as a "missing child" as provided in Section 5 of the Missing Children Records Act and Section 5 of the Missing Children Registration Law. The District shall notify the Ill. State Police or the local law enforcement authority of the request.
7. Retain the original records in accordance with the requirements of 105 ILCS 10/4.
8. Include information about whether or not the student is *in good standing* and whether or not the student's medical records are up-to-date and complete. 105 ILCS 5/2-3.13a.
9. Maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record.

If the student has unpaid fines, fees, or tuition charged pursuant to 105 ILCS 5/10-20.12a and is transferring to a public school located in Illinois or any other state, the Building Principal shall, unless otherwise prohibited by State law (23 Ill.Admin.Code §375.75(i)): [10]

1. Transfer the student's *unofficial record of student grades* in lieu of the student's official transcript of scholastic records. The *unofficial record of student grades* means written information relative to the grade levels and subjects in which a student was enrolled and the record of academic grades achieved by that student prior to transfer. These records shall also include the school's name and address, the student's name, the name and title of the school official transmitting the records, and the transmittal date.
2. Within 10 calendar days after the student has paid all of his or her unpaid fines or fees and at this District's own expense, forward the student's official transcript of scholastic records to the student's new school.

The Building Principal shall include the following information with the transferred records if the student is transferring to another public school located in Illinois or any other state and at the time of the transfer is currently serving a term of suspension or expulsion for any reason: 105 ILCS 5/2-3.13a; 23 Ill.Admin.Code §375.75(j).

1. The date and duration of the period of any current suspension or expulsion; and

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The footnotes should be removed before the material is used.

[10] Optional. 105 ILCS 5/10-20.9a(c) and (d), ~~added by P.A. 102-727, and~~ inoperative "on and after three years" from 5-6-22, prohibits public high schools from withholding a student's grades, transcripts, or diploma because of an unpaid balance on the student's school account. See sample policy 6:280, *Grading and Promotion*, at f/n 3, for a discussion about the expiration date of this law. Districts are also prohibited from withholding student records, transcripts, or diplomas because the student's parents are unable to pay required *fees*. 105 ILCS 5/28-19.2~~, amended by P.A. 102-805~~. See sample policy 4:140, *Waiver of Student Fees*, at f/n 1, for more information about the definition of *fees*. Fees, for example, do not include library fines, which could be reflected in a student's account. 23 Ill.Admin.Code §1.245(a)(2). These statutes refer generically to *transcripts*; they do not distinguish between *unofficial* and *official transcripts*. Consult the board attorney for advice on a district's ability to withhold official transcripts from students under 23 Ill.Admin.Code §375.75(i).

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2. Whether the suspension or expulsion is for: (a) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.); (b) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (c) battering a school staff member.

M. Directory Information[11] 23 Ill.Admin.Code §375.80

The District may release certain directory information regarding students as permitted by law, except that a student's parent(s)/guardian(s) may prohibit the release of the student's directory information. Directory information is limited to: [12]

1. Student's Name
2. Student's Address
3. Student's Grade level
4. Student's Birth date and place
5. Parent(s)/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
6. Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
7. Academic awards, degrees, and honors
8. Information in relation to school-sponsored activities, organizations, and athletics
9. Major field of study

The footnotes should be removed before the material is used.

[11] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this section.** See sample policy 7:340, *Student Records*. There has been at least one instance in Illinois in which parents were upset that their school district released students' names and addresses pursuant to a Freedom of Information Act (FOIA) request. FOIA contains an exemption for home addresses. Many lawyers, however, say that a district must release student information pursuant to a FOIA request when each of the following has occurred: the FOIA request seeks information that is included in the district's definition of student directory information, the district notified parents that it releases directory information, and the parents did not opt out of allowing directory information to be released concerning their child. An opinion from the Ill. Public Access Counselor (PAC) supports that a district may not rely on the FOIA exemption for home addresses. PAO 12-3.

Delete the specific types of information that the district does not want released, such as *address*, from the list of information designated as *directory information*. Realize, however, that if the information identified as directory information is too limited, the district may be prohibited from publishing information about specific students.

[12] 23 Ill.Admin.Code 375.80(a)(1) no longer includes *gender* as information which may be designated as directory information. This is consistent with attorneys' views that Illinois' past practice of including *gender* within directory information may have violated FERPA. FERPA regulations provide that directory information "means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed" and it "includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status, e.g., undergraduate or graduate, full-time or part-time; dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended." 34 C.F.R. §99.3. Though FERPA regulations do not explicitly preclude the designation of *gender* as directory information, U.S. Dept. of Educ. (DOE) guidance has consistently advised schools not to disclose a student's sex as directory information because it would be considered harmful or an invasion of privacy. See *Letter to Institutions of Postsecondary Education*, DOE Family Policy Compliance Office (Sept. 2009). Consult the board attorney about the practical implementation of this issue. Some attorneys, for example, believe photos of the "Girls Volleyball Team" may contradict DOE guidance.

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10. Period of attendance in school

No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion, or fundraising, without the prior, specific, dated, and written consent of the parent or eligible student (see 765 ILCS 1075/30). 23 Ill.Admin.Code §375.80. The following shall not be designated as directory information: (a) an image on a school security video, or (b) student social security number or student identification or unique student identifier. Id.

The notification to parents/guardians and students concerning school student records will inform them of their right to opt out of the release of directory information. See exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.

N. Student Record Challenges

Parents/guardians have the right to a hearing to challenge the accuracy, relevancy, or propriety of any entry in their student's school records, exclusive of academic grades and references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring. 105 ILCS 10/7; 23 Ill.Admin.Code §375.90. A request for a hearing should be submitted to the Superintendent and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge. The following procedures apply to a challenge: Id.

1. The Superintendent or designee will invite the parent(s)/guardian(s) to an initial informal conference, within 15 school days of receipt of the request for a hearing.
2. If the challenge is not resolved by the informal conference, formal procedures shall be initiated. The Superintendent will appoint a hearing officer, who is not employed in the attendance center in which the student is enrolled.
3. The hearing officer will conduct a hearing within a reasonable time, but no later than 15 days after the informal conference, unless an extension of time is agreed upon by the parent(s)/guardian(s) and school officials. The hearing officer shall notify parents and school officials of the time and place of the hearing.
4. At the hearing, each party shall have the right to:
   a. Present evidence and to call witnesses;
   b. Cross-examine witnesses;
   c. Counsel;
   d. A written statement of any decision and the reasons therefore; and
   e. Appeal an adverse decision to an administrative tribunal or official to be established or designated by the State Board.
5. A verbatim record of the hearing shall be made by a tape recorder or a court reporter. A transcript may be prepared by either party in the event of an appeal of the hearing officer's decision. However, a transcript is not required in an appeal.
6. The written decision of the hearing officer shall, no later than 10 school days after the conclusion of the hearing, be transmitted to the parent(s)/guardian(s) and the School District. It shall be based solely on the information presented at the hearing and shall be one of the following:
   a. To retain the challenged contents of the school student record;

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b. To remove the challenged contents of the school student record; or

c. To change, clarify, or add to the challenged contents of the school student record.

7. Any party has the right to appeal the decision of the local hearing officer to the Regional Superintendent or appropriate Intermediate Service Center Executive Director, within 20 school days after the decision is transmitted to the parties. The parent(s)/guardian(s), if they appeal, shall so inform the District and within 10 school days the school shall forward a transcript of the hearing, a copy of the record entry in question, and any other pertinent materials to the Regional Superintendent or appropriate Intermediate Service Center. The District may initiate an appeal by the same procedures.

8. The final decision of the Regional Superintendent or appropriate Intermediate Service Center Executive Director may be appealed to the circuit court of the county in which the District is located.

9. The parent(s)/guardian(s) may insert a written statement of reasonable length describing their position on disputed information. The District will include a copy of the statement in any release of the information in dispute. 105 ILCS 10/7(d).

LEGAL REF.: 20 U.S.C. §1232g, Family Education Rights and Privacy Act; 34 C.F.R. Part 99.
105 ILCS 10/, Illinois School Student Records Act; 23 Ill.Admin.Code Part 375.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
750 ILCS 5/, Illinois Marriage and Dissolution of Marriage Act.

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Article 26a guidelines & information Related to Records about victims

Students

Exhibit - Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records [1]

Upon the initial enrollment or transfer of a student to the school, the school must notify the student and the student's parents/guardians of their rights concerning school student records. This notification may be distributed by any means likely to reach parents/guardians.

The contact information for each School's Official Records Custodian follows:

_____

_____

_____

This notice contains a description of your and your child's rights concerning school student records.

A *school student record* is any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses. The District maintains two types of school records for each student: *permanent* record and *temporary* record.

The *permanent record* includes:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parents/guardians.
2. Evidence required under the Missing Children Records Act. 325 ILCS 50/5(b)(1).
3. Academic transcripts, including: grades, graduation date, and grade level achieved;[2] the unique student identifier assigned and used by the Ill. State Board of Education (ISBE) Student

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The footnotes should be removed before the material is used.

[1] This notification is based on the *Model Notification* published by the U.S. Dept. of Education. Changes were made to comply with the Ill. School Student Records Act (ISSRA, 105 ILCS 10/) and the ISBE rule mandating this notification (23 Ill.Admin.Code §375.30(d)). To obtain the legal citations for this exhibit's provisions, see sample administrative procedure 7:340-AP1, *School Student Records*, which is annotated with citations to controlling rules and statutes.

Customize this notice to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) permits to be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.

[2] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following phrase into #3:

> scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian;

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Information System ~~(SIS)~~; as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-22; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy; and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169.

4. Attendance record.
5. Health record defined by ~~the Ill. State Board of Education (~~ISBE~~)~~ as "medical documentation necessary for enrollment and proof of dental examinations, as may be required under Section 27-8.1 of the School Code."
6. Record of release of permanent record information that includes each of the following:
    a. The nature and substance of the information released;
    b. The name and signature of the official records custodian releasing such information;
    c. The name and capacity of the requesting person and the purpose for the request;
    d. The date of release; and
    e. A copy of any consent to a release.
7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the *temporary record*, the *permanent record* may include:

1. Honors and awards received.
2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

All information not required to be kept in the student permanent record is kept in the student *temporary record* and must include:

1. Record of release of temporary record information that includes the same information as listed above for the record of release of permanent records.
2. Scores received on the State assessment tests administered in the elementary grade levels (that is, kindergarten through grade 8).
3. Completed home language survey.
4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.
5. Any final finding report received from a Child Protective Service Unit provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record.
6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status.
7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.

The footnotes should be removed before the material is used.

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and the federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g) attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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~~6.~~8. Health-related information, defined by the ISBE as "current documentation of a student's health information, not otherwise governed by the Mental Health and Developmental Disabilities Confidentiality Act or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete and his or her parent/guardian's acknowledgment of the District's concussion policy adopted under 105 ILCS 5/22-80 and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."

~~7.~~9. Accident report, defined by the ISBE as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event, or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied homeless youth … has followed through on that request."

~~8.~~10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred.

~~9.~~11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement.

~~10.~~12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d)~~, amended by P.A. 101-643~~, including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.[3]

The temporary record may include:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973

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[3] 105 ILCS 10/2(f)~~, amended by P.A. 101-515~~.

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12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

The Family Educational Rights and Privacy Act (FERPA) and the Ill. School Student Records Act (ISSRA) afford parents/guardians and students over 18 years of age (*eligible students*) certain rights with respect to the student's school records. They are:

1. **The right to inspect and copy the student's education records within 10 business days after the date the District receives a request for access.**
   The degree of access a student has to his or her records depends on the student's age. Students less than 18 years of age have the right to inspect and copy only their permanent record. Students 18 years of age or older have access and copy rights to both permanent and temporary records. Parents/guardians or students should submit to the Building Principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parent(s)/guardian(s) or student of the time and place where the records may be inspected. The District shall make the records available to inspect and copy within 10 business days, unless the District extends the response timeline to 15 business days in accordance with ISSRA. The District charges $.35 per page for copying but no one will be denied their right to copies of their records for inability to pay this cost.
   These rights are denied to any person against whom an order of protection has been entered concerning a student. 105 ILCS 5/10-22.3c and 10/5(a); 750 ILCS 60/214(b)(15). [4]
2. **The right to request the amendment of the student's education records that the parent(s)/ guardian(s) or eligible student believes are inaccurate, irrelevant, or improper.**
   Parents/guardians or eligible students may ask the District to amend a record that they believe is inaccurate, irrelevant, or improper. They should write the Building Principal or the Official Records Custodian, clearly identify the record they want changed, and specify the reason.
   If the District decides not to amend the record as requested by the parents/guardians or eligible student, the District will notify the parents/guardians or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.
3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that the FERPA or ISSRA authorizes disclosure without consent.**

The footnotes should be removed before the material is used.

[4] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following as right #2:

2. **The right to have one or more scores received on college entrance examinations included on the student's academic transcript.**
   Parents/guardians or eligible students may have one or more scores on college entrance exams included on their student's academic transcript. Students often take college entrance examinations multiple times to improve their results. Test publishers provide the results from each examination taken to the student's high school. A parent/guardian or eligible student may want certain scores to be included on academic transcripts sent to postsecondary institutions to which the student applies. The District will include scores on college entrance examinations upon the written request of the parent/guardian or eligible student stating the name of each college entrance examination that is the subject of the request and the dates of the scores that are to be included.

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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Disclosure without consent is permitted to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board. A school official may also include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (such as an attorney, auditor, medical consultant, therapist, or educational technology vendor); or any parents/guardians or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility or contractual obligations with the District.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to these individuals, the parents/guardians will receive prior written notice of the nature and substance of the information, and an opportunity to inspect, copy, and challenge such records.

When a challenge is made at the time the student's records are being forwarded to another school to which the student is transferring, there is no right to challenge: (1) academic grades, or (2) references to expulsions or out-of-school suspensions.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent(s)/guardian(s) can be identified; to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information with the other district;[5] any person named in a court order; appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons; and juvenile authorities when necessary for the discharge of their official duties who request information before adjudication of the student.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.** The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the student, if the student has succeeded to the rights of the parent(s)/guardian(s). Student temporary records are reviewed every four years or upon a student's change in attendance centers, whichever occurs first.
5. **The right to prohibit the release of directory information concerning the parent's/ guardian's child.** [6]

The footnotes should be removed before the material is used.

[5] For elementary and high school districts only.

[6] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this right.** See sample policy 7:340, *Student Records*.

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Throughout the school year, the District may release directory information regarding its students, limited to:

Name
Address
Grade level
Birth date and place
Parent(s)'/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
Academic awards, degrees, and honors
Information in relation to school-sponsored activities, organizations, and athletics
Major field of study
Period of attendance in school

Any parent/guardian or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the Building Principal within 30 days of the date of this notice. No directory information will be released within this time period, unless the parent/guardian or eligible student is specifically informed otherwise.

No photograph highlighting individual faces is allowed for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, as applicable; and no image on a school security video recording shall be designated as directory information.

6. **The right to request that military recruiters or institutions of higher learning not be granted access to your secondary school student's name, address, and telephone numbers without your prior written consent.**
   Federal law requires a secondary school to grant military recruiters and institutions of higher learning, upon their request, access to secondary school students' names, addresses, and telephone numbers, unless the student's parent/guardian, or a student who is 18 years of age or older, submits a written request that the information not be released without the prior written consent of the parent/guardian or eligible student. If you wish to exercise this option, notify the Building Principal where your student is enrolled for further instructions.
7. **The right contained in this statement: No person may condition the granting or withholding of any right, privilege or benefits or make as a condition of employment, credit, or insurance the securing by any individual of any information from a student's temporary record which such individual may obtain through the exercise of any right secured under State law.**
8. **The right to file a complaint with the U.S. Dept. of Education concerning alleged failures by the District to comply with the requirements of FERPA.**
   The name and address of the Office that administers FERPA is:
   U.S. Department of Education
   Student Privacy Policy Office
   400 Maryland Avenue, SW
   Washington DC 20202-8520

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Students

Exhibit – Student Covered Information Reporting Form

Use this sample form to implement the requirements of the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/27(a)(1)~~), added by P.A. 101-516, eff. 7-1-21~~). SOPPA requires a district to provide a clear and understandable layperson explanation on the district's website (or at the district administrative office, if it does not maintain a website) of the data elements of covered information that a district collects, maintains, or discloses to any person, entity, third party, or governmental agency, as well as other operator-related information.

Covered Information (CI) Disclosed to Operators							
Operator Name	Site/Application /Service	Data Elements of CI	How the CI is Used	Purpose of Disclosure	Link to Copy of Contract	Operator Business Address	Subcontractors to Whom CI is Disclosed

Sugar Review

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Covered Information (CI) Disclosed to Other Third Parties, Including Government Agencies				
Other Third Party/Gov't Agency	Site/Application/Service	Data Elements of CI [1]	How the CI is Used	Purpose of Disclosure

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The footnotes should be removed before the material is used.

[1] A listing of the "data elements" that the Ill. State Board of Education (ISBE) collects from school districts for its Student Information System (SIS) (which districts submit through their ISBE Web Application Security (IWAS) accounts) is available at: www.isbe.net/Pages/SIS-Data-Elements-approved-codes-and-indicators.aspx, at the "All Data Elements and Validations" tab. SOPPA does not specify whether links to data elements are permitted as a means of compliance. Consult the board attorney for guidance.

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5 year Review

Students

Exhibit – Student Data Privacy; Notice to Parents About Educational Technology Vendors

Use the sample text below to provide notice to parents/guardians about educational technology vendors pursuant to the Student Online Personal Protection Act, 105 ILCS 85/28(e)~~, added by P.A. 101-516, eff. 7-1-21. Beginning with the 2021-2022 school year, school d~~Districts must provide this notice to parents/guardians at the beginning of each school year through distribution of school handbooks or other means generally used by a district to provide such notices to parents/guardians.

Annual Notice to Parents about Educational Technology Vendors Under the Student Online Personal Protection Act

~~School districts throughout the State of Illinois contract with~~The District has contracts with ~~different~~ educational technology vendors ~~for beneficial K-12~~to support and enhance student learning and ~~purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in~~ school operations.

Under Illinois' Student Online Personal Protection Act~~, or (~~SOPPA~~). (105 ILCS 85/), educational technology~~ vendors ~~and other entities~~ that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are ~~referred to in SOPPA as~~called *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take ~~a number of~~ actions to safeguard~~protect online~~ student data.

Depending upon the ~~particular educational~~ technology being used, the~~our~~ District may need to collect different types of student data, which is then shared with ~~educational technology~~ vendors through their online sites, services, and/or applications. ~~Under SOPPA, educational technology~~SOPPA ~~vendors~~prohibits vendors ~~are prohibited~~ from selling or renting a student's information or from engaging in targeted advertising using a student's information. ~~Such~~ Vvendors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information

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- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications
- Application metadata and application use statistics
- Permanent and temporary school student record information
-

Operators may collect and use student data only for K-12 purposes~~, which are purposes that aid in the administration of school activities.~~ such as:

- Classroom instruction~~Instruction in the classroom or at home (including remote learning)~~
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the ~~school d~~District

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5 year review

Students

Exhibit – Parent Notification Letter for Student Data Breach

~~Beginning July 1, 2021, u~~Use this sample letter to comply with the Student Online Personal Protection Act's requirement that a school district must notify the parent/guardian when the covered information of his/her child has been breached. 105 ILCS 85/27(d)~~, added by P.A. 101-516, eff. 7-1-21.~~

On District Letterhead

Re: Student Data Breach Notification

Dear Parent(s)/Guardian(s):

Despite the District's ongoing efforts to ensure high levels of security and privacy in the use of online student data, we regret to inform you that certain data about your child [was] **OR** [may have been] compromised in a recent breach of [*insert name of online site, service, or application and name of operator*] **OR** [the District's network]. The breach [is estimated to have] occurred on [*insert date or date range*]. The following information about your child was compromised:

[*Insert description of student's covered information that was compromised or reasonably believed to have been compromised*]

The District [, in cooperation with the operator,] is actively investigating the causes and extent of the breach, and we will keep you apprised of any relevant updates. If you have questions or concerns in the meantime, you may contact me [or directly contact the operator involved]:

[*Insert Superintendent contact information*]

[*Insert operator contact information, if applicable*]

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You may also obtain information from the Federal Trade Commission (FTC) and consumer reporting agencies about fraud alerts and security freezes at:

FTC
www.consumer.ftc.gov/articles/0279-extended-fraud-alerts-and-credit-freezes
877-FTC-HELP (382-4537)
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20680

Equifax
www.equifax.com/personal/credit-report-services/
800-685-1111

Equifax Information Services LLC (fraud alert)
P.O. Box 105069
Atlanta, GA 30348-5069

Equifax Information Services LLC (security freeze)
P.O. Box 105788
Atlanta, GA 30348-5069

Experian
www.experian.com/help/
888-EXPERIAN (888-397-3742)

Transunion
~~https://www.transunion.com/credit-help~~www.transunion.com/credit-help
888-909-8872

Transunion Fraud Victim Assistance (fraud alert)
P.O. Box 2000
Chester, PA 19016

Transunion (security freeze)
P.O. Box 160
Woodlyn, PA 19094

Sincerely,

Superintendent

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footnotes updated
language change

Community Relations

Visitors to and Conduct on School Property [1]

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. [2]

Visitor - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution. [3]

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the

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[1] State or federal law controls this policy's content. Boards may make and enforce reasonable rules of conduct and sportsmanship for school events and deny future admission to school events to violators for up to one year provided a notice and hearing are given. 105 ILCS 5/24-24. See f/n 20 below.

This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

[2] School-sponsored or school-sanctioned events or activities aligns with the text of 105 ILCS 5/27-23.7(a).

[3] This paragraph is up to the local board's discretion. Many public school buildings were built before school security was the concern it is now. A first step in creating a secure environment is to manage access to school buildings. Along with limiting the entrances that may be used, school officials should post signs with instructions for visitors and a warning to trespassers. Signs may be as simple as "Visitors Must Report to Office" and "No Trespassing – Violators will be Prosecuted." Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property), 5/21-1.2 (institutional vandalism), 5/21-3 (criminal trespass to real property), 5/21-5 (criminal trespass to State supported land), 5/21-5.5 (criminal trespass to a safe school zone), 5/21-9 (criminal trespass to a place of public amusement), 5/21-11 (distributing or delivering written or printed solicitation on school property). This sample policy identifies board members as visitors.

The following optional provisions must be modified according to local conditions.

Option 1: The Superintendent or designee may post certain school facilities for the community's use on non-school days when they are not being used for school purposes.

Option 2: The Superintendent or designee shall manage a program to allow community use of the following facilities on non-school days, during the daylight, provided they are not being used for school purposes: tennis courts, playground, and track.

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appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee. [4]

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person. [5]
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. [6]
4. Damage or threaten to damage another's property. [7]
5. Damage or deface school property. [8]
6. Violate any Illinois law,[9] or town or county ordinance.
7. Smoke or otherwise use tobacco products. [10]

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[4] 105 ILCS 5/14-8.02(g-5). See sample administrative procedure 6:120-AP2, *Access to Classrooms and Personnel*, and sample exhibit 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*.

[5] See e.g., 720 ILCS 5/12-2 (aggravated assault); 5/12-2(b)(9) (aggravated assault against a sports official or coach); 5/12-3.05(c) (aggravated battery on public property); 5/12-3.05(d)(3) (aggravated battery against a school employee); 5/12-9 (threats to public officials); 5/24-1.2 (discharge of a firearm).

[6] With one exception, a license to carry a firearm does not permit an individual to carry a concealed firearm on or into any building, real property, and/or parking area under the control of an elementary or secondary school, or any bus paid for in whole or part with public funds. 430 ILCS 66/65(a). The following optional provision adds that exception, which is a restatement of 430 ILCS 66/65(b), to the text in number 3:

> An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Other relevant weapons laws include 705 ILCS 405/5-407 (juvenile in possession of a firearm), 720 ILCS 5/24-9 (firearms, child protection), 720 ILCS 5/24-1(c) (unlawful use of weapons in schools), 720 ILCS 5/24-1.2, 5/24-3 (~~discharge of firearm and~~ unlawful delivery or sale of a firearm near school), 705 ILCS 405/5-130, 405/5-805 (minor 15 years or older who commits aggravated battery with a firearm at school is tried as an adult).

[7] See e.g., 720 ILCS 5/2-19.5 (definition of school), 5/16-1 (theft), 5/18-1 (robbery; aggravated robbery), 5/19-1 (burglary), and 21-1 (criminal damage to property).

[8] See e.g., 720 ILCS 5/21-1.01 (criminal damage to government supported property), 21-1.2 (institutional vandalism), and 21-1.3 (criminal defacement of property).

[9] See e.g., 720 ILCS 5/11-9.3 (presence within school zone by child sex offenders prohibited), 5/11-14 (prostitution), and 5/11-18, amended by P.A. 103-1071, eff. 7-1-25 (patronizing a ~~prostitute~~person engaged in the sex trade), 720 ILCS 5/21-11 (soliciting students to commit illegal acts).

[10] Required by 105 ILCS 5/10-20.5b and 410 ILCS 82/1 et seq. Federal law prohibits smoking inside schools (20 U.S.C. §7973), districts failing to comply with the federal no-smoking ban risk a civil penalty of up to $1000 per violation per day.

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8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug. [11]
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectible, regardless of when and/or where the use occurred. [12]
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*. [13]
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner). [14]
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive. [15]
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding. [16]
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

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[11] See 720 ILCS 570/407 (delivery of controlled substance on or within 1000 feet of a school) and 410 ILCS 705/ (Cannabis Regulation and Tax Act). See also the discussion in f/ns 5 and 6 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; this statement must be consistent with employee working conditions and employee conduct standards (see sample administrative procedure 5:120-AP2, *Employee Conduct Standards*)

[12] Each board and superintendent may want to engage in a conversation regarding how the district might partner with local law enforcement to enforce this policy and the penalties available under the Cannabis Regulation and Tax Act, e.g., posting signs barring community members from bringing in weapons, alcohol, cannabis, tobacco, etc. Signage reminding visitors of the policy may make it easier for staff and/or local law enforcement to enforce.

[13] Managing cannabis on district property and the school setting presents many unsettled and complex legal issues. To legally use medical cannabis in Illinois, an individual must first become a *registered qualifying patient*. The use of cannabis by a *registered qualifying patient* is permitted only in accordance with the Compassionate Use of Medical Cannabis Program Act (Medical Cannabis Program Act (MCPA)) 410 ILCS 130/. There are many situations in which no one, even a *registered qualifying patient*, may possess or use cannabis, including (a) in a school bus, (b) on the grounds of any preschool or primary or secondary school, or (c) in close physical proximity to anyone under the age of 18 years of age. 410 ILCS 130/30(a)(2), (3), and (4). However, *Ashley's Law*, 105 ILCS 5/22-33(b) and (g), allows parents/guardians and other *designated caregivers* to administer medical cannabis infused products to students who are *registered qualifying patients* at school or on the school bus, and requires school boards to adopt a policy to implement the law unless the district would lose federal funding. See sample policy 7:270, *Administering Medicines to Students* and its f/n 2~~1~~.

Remember that *Ashley's Law* requires the designated caregiver to remove the product from the school premises or the school bus after administering it to the student, so as a result, sample policy 7:270, *Administering Medicines to Students*, requires immediate removal of medical cannabis infused products after administering them to the student (see f/n 2~~6~~ of that policy for further discussions).

[14] See e.g., 720 ILCS 5/21 2-1 et seq. (interference with a public institution of education).

[15] See e.g., 625 ILCS 5/11-605 (special speed limit zones). 625 ILCS 5/12-610.1(e) prohibits wireless telephone use while operating a motor vehicle on a roadway in a school speed zone except for emergency purposes. 625 ILCS 5/12-803(f), added by P.A. 103-404, prohibits motor vehicle drivers from making contact with any portion of a stopped school bus or making contact with a school child within 30 feet of the school bus.

[16] The pivotal question in a negligence case is whether the defendant acted reasonably. A ban on roller-blading demonstrates that the district took reasonable steps to reduce the risk of injury.

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Convicted Child Sex Offender [17]

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Exclusive Bargaining Representative Agent [18]

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

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[17] 720 ILCS 5/11-9.3(a). The definition of *child sex offender* is found at 720 ILCS 11-9.3(d), amended by P.A. 103-1071, eff. 7-1-25. The statute assigns the child sex offender the "duty to remain under the direct supervision of a school official." In order to ensure this happens and to protect students, the sample policy requires the superintendent, or designee who is a certified employee, to supervise a child sex offender whenever the offender is in a child's vicinity. See also the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.), Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75 - 154/105); sample policy 4:170, *Safety*; and sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*.

[18] 105 ILCS 5/24-25; 115 ILCS 5/3(c). If a provision contained in a collective bargaining agreement addresses this issue, it will supersede this policy for those covered employees. In such cases, the board policy should be amended to state, "Please refer to the applicable collective bargaining agreement." For employees whose collective bargaining agreement does not address this subject, the policy should reflect the board's current practice. Consult the board attorney about this subhead. It is an item on which collective bargaining may be required. Any policy that impacts wages, hours, or terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Amend the language to reflect what is recommended by the board attorney.

The School Code permits bargaining representatives to meet with employees during *duty-free time* upon notice to the school office. The Ill. Educational Labor Relations Act expanded the rights of access by bargaining representatives to also include meeting with employees during the employee work day if the meeting: (1) is to investigate and discuss grievances and workplace-related complaints (no time limit is specified) or (2) is with a newly hired employee within the first two weeks of employment (or on a later date if mutually agreed upon by the employee and bargaining representative) for one hour or less. In those circumstances, the district may not dock employee pay or charge leave time. 115 ILCS 5/3(c). However, the access must be *reasonable* and "shall at all times be conducted in a manner so as not to impede normal operations." Id. Consult the board attorney for guidance regarding specific requests and whether, if granted, they would impede normal operations, e.g., requests for access to staff while they are performing instructional or supervisory duties. Determining whether normal operations are impeded will likely depend upon the position and duties of the employee in the district.

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Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act.[19] The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law.[20] The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.[21]

Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain:[22]

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and

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[19] 105 ILCS 5/24-25. Refusal to provide such information is a Class A misdemeanor.

[20] 105 ILCS 5/10-20.5 (rules), 5/10-22.10 (control and supervision of school houses and school grounds), 720 ILCS 5/21-3 (criminal trespass to real property), 5/21-5 (criminal trespass to State supported land), 5/21-5.5 (criminal trespass to a safe school zone). See f/n 3, above.

[21] See Nuding v. Cerro Gordo Comm. Unit Sch. Dist., 313 Ill. App.3d 344 (4th Dist. 2000) (board was authorized to ban parent from attending all school events and extracurricular activities by 105 ILCS 5/24-24 and to enforce conduct rules at its meetings by 105 ILCS 5/10-20.5, the ban was based on the parent's exposing a toy gun and a pocketknife at a board meeting), Jordan ex rel. Edwards v. O'Fallon Tp. High Sch. Dist., 302 Ill.App.3d 1070 (5th Dist. 1999) (105 ILCS 5/24-24 did not give a high school athlete the right, under the due process clause, to a notice and hearing before he could be suspended from participating in interscholastic athletics, the statute expands the schools' authority to ban people from attending school events for breaching conduct and sportsmanship code).

[22] 105 ILCS 5/24-24. If a violator is a student, the hearing should be held in a closed meeting. 5 ILCS 120/2(c)(9). Otherwise, a hearing regarding denial of admission to *school events or property* pursuant to 105 ILCS 5/24-24 may take place in an open meeting or in a closed meeting so long as the board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. Note, while 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, refers to *school events or property*, 105 ILCS 5/24-24 only authorizes boards to deny admission to athletic and extracurricular *events*. The term *events* is arguably broader than *property* as school events may take place offsite, consult the board attorney for guidance.

Some boards prefer an open meeting hearing to make it publicly known what alleged conduct could result in someone being denied admission to athletic or extracurricular events, while others prefer a closed meeting hearing so as not to provide a public platform to someone alleged to have engaged in prohibited conduct. Consult the board attorney to determine the best approach for the district and to ensure alignment with local practices and conditions.

This text aligns with 105 ILCS 5/24-24 and only requires a hearing for denying admission to *school events*. The court in Nuding (see f/n 20, above) did not specifically answer whether a board meeting qualified as a *school event* under 105 ILCS 5/24-24, but it upheld the board's right to enforce conduct rules at its meetings under 105 ILCS 5/10-20.5.

Consult the board attorney if the district would like to deny an individual admission to board meetings. This issue involves a balancing of a board's interest in the orderly transaction of its public business and the efficiency of its meetings against an individual's (a) statutory rights to attend meetings and/or comment to and ask questions of the board (105 ILCS 5/10-16 and 5 ILCS 120/2.06(g)), and (b) constitutional freedoms and rights of speech, the press, assembly, and to petition the government (U.S. Constitution, First Amendment and Ill. Constitution, Art. I, §§ 1, 2, 4, and 5).

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4. Instructions on how to waive a hearing.[23]

LEGAL REF.: ~~Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).~~

20 U.S.C. §7971 et seq., Pro-Children Act of 2001.
Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).
105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).
115 ILCS 5/3(c), Ill. Educational Labor Relations Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 705/, Cannabis Tax and Regulation Act.
430 ILCS 66/, Firearm Concealed Carry Act.
720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

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CROSS REF.: 2:200 (Types of School Board Meetings), 2:230 (Public Participation at School Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

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[23] The hearing requirement is for the violator's benefit and, consequently, the violator should be able to waive it

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5 year review

Community Relations

Exhibit - Letter to Parent Regarding Visits to School by Child Sex Offenders

Date:

Dear Parent/Guardian:

_____ _____

Student's Name (*Please print*) School

State law places restrictions on child sex offenders' access to school property. See 720 ILCS 5/11-9.3. It prohibits a child sex offender from knowingly being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender: (1) is a parent/guardian of a student and the parent/guardian is: (a) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (b) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (c) attending conferences to discuss other student issues concerning his or her child (such as retention and promotion) and notifies the Building Principal of his or her presence at the school~~;~~ or ~~(2)~~ has permission to be present from the Superintendent or the School Board. If permission is granted, ~~and~~ the Superintendent or Board President must~~have~~ inform~~ed~~ the Building Principal where the offender will be, the nature of the offender's visit, and the hours in which the offender will be present in the school. A child sex offender must notify the Building Principal's office upon arrival on school property.~~present on school property must~~ remain under the direct supervision of a school official at all times, and notify the Building Principal's office upon departure from school property. A child sex offender who violates these provisions of the law is guilty of a Class 4 felony.

Instructions for Child Sex Offenders

To lawfully visit school property, a child sex offender must complete 8:30-E2, *Child Sex Offender's Request for Permission to Visit School Property*, for each visit to school property.

Sincerely,

School Administrator

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5 year review

Community Relations

Exhibit - Child Sex Offender's Request for Permission to Visit School Property

State law places restrictions on child sex offenders' access to school property. See 720 ILCS 5/11-9.3. If you are a child sex offender, you must complete this form to lawfully visit school property whenever students are present. After a decision is made whether to grant or deny your request for permission to visit, a copy will be returned to you. This information will be kept in the District's main office as well as in the Building Principal's office where you are seeking permission to visit.

Name (*Please print*)	Address
Signature	Date
School (Visit Location)	Date and Time of Visit

Complete the following if you are a parent/guardian of a student attending the above-listed school.

I request permission to visit the school for the following reason(s):

- ☐ To attend a conference with school personnel to discuss the academic or social progress of my child.
- ☐ To participate in my child's review conference in which evaluation and placement decisions may be made with respect to my child regarding special education services.
- ☐ To attend a conference to discuss other student issues concerning my child such as retention and promotion.
- ☐ Other (*Please be specific*):_____

Complete the following if you are **not** a parent/guardian of a student who attends the school you are requesting to visit.

- ☐ I request permission to visit the school for the following reason(s) (*Please be specific*):_____

DRAFT

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The following is to be completed by District personnel only:

☐ **Permission Granted** ☐ **Permission Denied**

_____ _____

Date Signature (*Superintendent, Designee, or Board President*)

Visit Supervision (*To be completed by the staff member supervising the child sex offender*)

Supervisor's Name (*Please print*) _____

Visitor's Time In _____ Visitor's Time Out _____

_____ _____

Date Supervisor's Signature

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Contract through 2026 w/ QFB/Constellation

Understanding MISO Capacity Costs

Capacity is one of the many electric service components affecting energy prices for consumers. Due to how capacity prices are determined, prices can change greatly year-over-year.

Who is MISO?
MISO also known as Midcontinent Independent System Operator (ISO) is an independent system operator who coordinates the movement of wholesale electricity in all or parts of 15 states including: Arkansas, Illinois, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, North Dakota, South Dakota, Texas, Wisconsin, as well as, the province of Manitoba, Canada.

Capacity costs are paid to power generators by electricity consumers to ensure generation supply meets demand during peak periods. Capacity rates can differ from one utility to the next; therefore, the cost of capacity can vary by location.

The higher cost in capacity is a result of the inability to replace the generation lost due to recent coal burning generation plant closures along with the increased demand put on capacity by larger commercial users like AI Data centers. Unfortunately, renewable energy sources like wind and solar have not been able to replace the loss of generation and the new demands.

Local Resource Zone (LRZ) MISO currently has ten LRZ's that have the potential to bid in the PRA, This results in the potential for in price divergence between the LRZ's. Ameren IL is located in LRZ four (4).
Zonal Resource Credit (ZRC) This is the transactional unit of capacity measurement that are utilized in the PRA and represent one MW of unforced capacity (UCAP) credit for the respective season.

* Capacity costs are determined in April of the previous year *

QFBEnc

Understanding MISO Capacity Costs

What factors define Capacity?
Planning Resource Auction (PRA) is MISO's annual, residual capacity auction that sets capacity prices for the Summer, Fall, Winter, and Spring seasons subject to transmission constraints between defined capacity zones. The capacity rates vary by LRZ and season. The delivery of capacity associated with a new auction begins the first of June through the last day of May the next year. The seasons are:

Summer: June through August
Fall: September through November
Winter: December through February
Spring: March through May

Peak Load Contribution (PLC) is unique to each customer and is determined by the utility for each season. Ameren assigns the customer's PLC based on a one (1) Coincident Peak (CP) method for each season. They assign each customer's share of MISO's Zonal 4 CP multiplied by a factor to meet MISO's peak forecast for each season of the coming planning year.

They assign each customer's share of MISO's Zonal 1 CP plus an expansion factor that includes reserve margin to meet MISO's peak forecast for the coming planning year.

Budget Impact

Estimated Capacity Costs – June 2025 – May 2026		$9,336.35
Capacity Costs – June 2024 – May 2025		$772.73
Difference	$8,563.61	

Electric – Capacity Cost Increase

	Spring	Summer	Fall	Winter
June 2022 – May 2023	$236.66	$236.66	$236.66	$236.66
June 2023 - May 2024	$10.00	$10.00	$15.00	$2.00
June 2024 – May 2025	$34.10	$30.00	$15.00	$0.75
June 2025 – May 2026	$69.88	$666.50	$91.60	$33.20

HPF HIMES PETRARCA & FESTER

YOU CAN'T MAKE UP THIS STUFF: LEGAL ISSUES IN 2025

IASBO ANNUAL CONFERENCE

APRIL 30, 2025

A. LYNN HIMES **JOHN FESTER**

I. Supreme Court Cases to Watch.

A. *Mahmoud v. Taylor – Opting out For Religious Objections*

a. Argues that parents should be able to opt their children out of lessons containing LGBTQ content under a theory of religious freedom to raise their children.

b. Arguments were held last week and a decision is expected by the end of June.

c. Several justices appeared to support the parents and it is likely some level of opting out will be allowed.

d. Start thinking practically about how you will accommodate, especially under Grade 6.

i. Where will the kids go and who will watch them?
ii. Need to create a system to inform parents ahead of time so opting out can happen.

iii. Teachers will need to know who is opted out.
iv. What if parents request opt outs beyond LGBTQ content based on their religious beliefs?
v. Who decides what is LGBTQ content?

B. *St. Isidore v. Drummond – Oklahoma Catholic charter school*

a. Pushing for state-supported religious charter school. School would require it's leader to be Catholic and students would attend mass as part of the school day.

b. Even Oklahoma's courts said this crosses the line.

c. Recent Supreme Court decisions trending to supporting religion in public education.

i. Eligibility for public funding for projects like playgrounds.
ii. Coach can pray with students on the 50-yard line.
iii. Work rule exceptions must be made to accommodate religious practices unless undue burden can be shown.

d. If religious schools can get public funding, will the pie get enlarged or your slice get smaller?

e. If religious schools can lower tuition due to State funding, how many kids will you lose and what will that do to EBF?

f. Presumably if a Catholic school can be a public charter school, so can schools of other religions.

C. Keep an eye out for attempts to overturn *Plyler v. Doe*, which guarantees children the right to a public education regardless of their immigration status or that of their parents.

HPF HIMES PETRARCA & FESTER CHTD

II. Federal Level

A. Office of Civil Rights in Chicago – The staff is mostly gone, but if there are complaints about transgender students or DEI they seem ready to respond.

B. EEOC – Seems to be dismissing discrimination complaints much more readily.

C. U.S. Dept of Ed – Also seeing mass layoffs with the stated goal of effectively making the Department exist in name only.

a. DEI pledge requirements being litigated around the country.
b. ISBE responded that it would not be signing.
c. If you haven't yet, start looking at your reliance on federal funding and how you might live with less or none.

D. Tariffs and Volatility

a. Will your purchases cost more?
b. Remember what a recession brings: unemployment, EAV reductions, and hypersensitivity to property taxes.
c. If inflation takes off, back to high salary demands but tax-capped revenue.

E. A.I. – Two points: (1) You will be pushed to incorporate its use in the educational program; and (2) please stop using it to write letters that sound nothing like you, or anyone else for that matter.

III. State Level

A. Transgender protections unlikely to be impacted due to Illinois Human Rights Act.

B. If the EEOC is not friendly to certain types of discrimination claims, employees can switch over to the filing with the IL Dept. of Human Rights.

C. New Laws/Pending Legislation

a. Whistleblowers used to have to report their claims outside the organization to be protected (e.g. to regulators, law enforcement, etc.) Now a person can claim whistleblower protections when they report to you a good faith belief that an activity, policy, or practice (i) violates a State or federal law, rule, or regulation or (ii) poses a substantial and specific danger to employees, public health, or safety.

b. Proposed evaluation changes.

c. Notice to Remedy grievances.

Principal Report

Awards Night Recap

The Awards night with the JH for Athletics and Academics went great! The staff really put in time creating many different awards and I could tell that the students and parents were very appreciative. The Elementary Awards went great as well!

PTO Summer Send Off – Update will come at the meeting.

Field Day is Wednesday, May 21st

Aimsweb Testing is complete and Data meetings began this week

4th Quarter Attendance Incentive – JH went to Fun City Courts in Burling and Elem went to Ball Fore in Macomb – roughly 80% of the students were able to attend.

AD – 3 LaHarpe students advanced to state in Track. We have ~~50~~ 60 kids signed up for basketball camp this summer.

Transportation – Everything is running smooth

4 Schedules for 25-26 out
Dustin / Joni for diplom

KINGS
FINANCIAL CONSULTING INC.

2037 Shady Rest Road
Monticello, IL 61856
217-762-4578

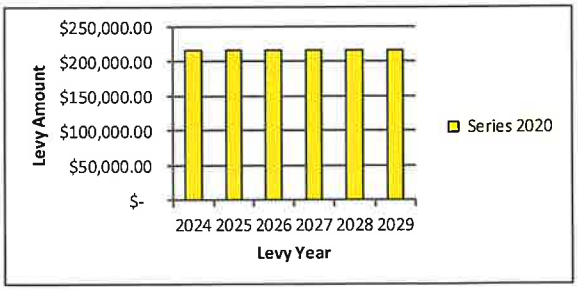
Hancock Co. SD 347 (LaHarpe)
Debt Limitations

District Debt Limit	EAV 2023	$67,328,884		
	TIF	$0		
	EZ	$0		
		$67,328,884	x 6.90% =	$ 4,645,693
Less Bonds Outstanding	Series 2020	$1,215,000		
				$ 1,215,000
Remaining Debt Capacity				$ 3,430,693

Working Cash Fund/Bonding Limits			
EAV 2023	$67,328,884		
Maximum Education Fund Rate/$100 EAV	$1.80		
Maximum Education Fund Levy		$ 1,211,920	
Plus Evidence Based Funding		$ 517,723	
Plus Corporate Personal Property Replacement Tax		$ 79,809	
Total			$1,809,452
x 85%			85%
Maximum Working Cash Fund Balance			$1,538,034
less: greater of outstanding working cash bonds or minimum fund balance (5¢ levy)			$33,664
Maximum Working Cash Bond Issue			$1,504,370

Hancock Co SD 347 (LaHarpe)
Existing Debt

		Series 2020 Working Cash/Refunding Bonds *callable 12/1/2025*			
Levy Year	Due 12/1	Principal	Rate	P&I	Total Levy
2024	2025	$ 192,000	1.83%	$ 216,103.20	$ 216,103.20
2025	2026	$ 196,000	1.98%	$ 216,406.00	$ 216,406.00
2026	2027	$ 200,000	2.08%	$ 216,385.60	$ 216,385.60
2027	2028	$ 204,000	2.18%	$ 216,082.00	$ 216,082.00
2028	2029	$ 209,000	2.28%	$ 216,475.80	$ 216,475.80
2029	2030	$ 214,000	2.38%	$ 216,546.60	$ 216,546.60
		$1,215,000		$1,297,999.20	$ 1,297,999



KINGS
FINANCIAL CONSULTING INC.

2037 Shady Rest Road
Monticello, IL 61856
217-762-4578

Hancock Co SD 347 (LaHarpe)
EAV & Rate History *

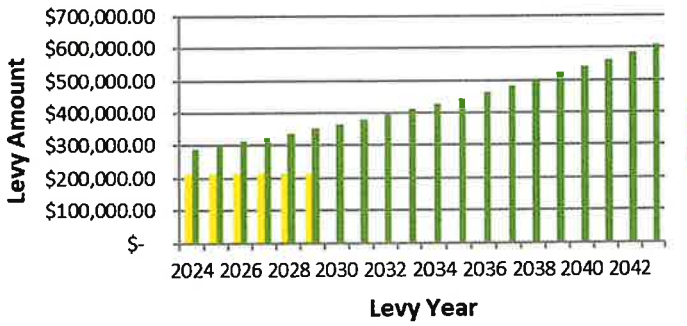
Levy Year	Rate-Setting	% Incr	B & I Rate	B & I Levy	Total Rate
2012	35,631,364		0.50	175,180	3.56
2013	38,923,579	9.24%	0.56	212,540	3.65
2014	40,894,375	5.06%	0.54	214,818	3.61
2015	41,707,276	1.99%	0.53	214,928	3.82
2016	43,485,041	4.26%	0.51	217,815	3.79
2017	45,781,043	5.28%	0.48	215,515	3.74
2018	47,771,079	4.35%	0.45	212,990	3.66
2019	49,389,880	3.39%	0.44	214,940	3.58
2020	51,716,636	4.71%	0.42	213,630	3.56
2021	55,106,687	6.56%	0.40	215,960	3.49
2022	61,624,081	11.83%	0.35	216,412	3.25
~~2023~~ 2023	67,328,884	9.26%	0.32	216,448	3.16
~~2024~~ 2024	71,526,580	6.23%	0.31	216,104	3.15

5 year growth rate	7.69%
12 year growth rate	5.98%

*Source: Hancock County Clerk's Office.

Kings Financial Consulting Inc. 20-May-2025

Series 2025 Estimate



Can invest bond money until needed

Average 4% bond interest rate

Proposed Issuance Timeline

May –	**Confirm election results with county clerks**
June -	**Hold required public hearing at June 24 regular meeting**
June/July	**Prepare Bond Offering documents / Market issuance locally or public offering**
	Adopt sale resolution at July 15 regular meeting
August -	**Closing – District receives $3.9M Bond proceeds**