

Document Status: Draft Update

2:110 Qualifications, Term, and Duties of Board Officers

The Board of Education officers are: President, Vice President, Secretary, and Treasurer. These officers are elected or appointed by the Board at its organizational meeting.

President

The Board elects a President from its members for a one-year term. The duties of the President are to:

1. Preside at all meetings;
2. Focus the Board meeting agendas on appropriate content;
3. Make all Board committee appointments, unless specifically stated otherwise;
4. Attend and observe any Board committee meeting at his or her discretion;
5. Represent the Board on other boards or agencies;
6. Sign official District documents requiring the President's signature, including Board minutes and Certificate of Tax Levy;
7. Call special meetings of the Board;
8. Serve as the *head of the public body* for purposes of the Open Meetings Act and Freedom of Information Act;
9. Ensure that a quorum of the Board is physically present at all Board meetings, except as otherwise provided by the Open Meetings Act;
10. Administer the oath of office to new Board members;
11. Serve as or appoint the Board's official spokesperson to the media;
12. Except when the Board President is the subject of a complaint of sexual harassment, a witness, or otherwise conflicted, appoint a qualified outside investigator to conduct an independent review of allegations of sexual harassment made against a Board member by another Board member or elected official; and
13. Ensure that all the fingerprint-based criminal history records information checks, and/or screenings, and sexual misconduct related employment history reviews (EHRs) [PRESSPlus1](#) required by State law and policy 5:30, *Hiring Process and Criteria*, are completed for the Superintendent.

The President is permitted to participate in all Board meetings in a manner equal to all other Board members, including the ability to make and second motions.

The Vice President fills a vacancy in the Presidency.

Vice President

The Board elects a Vice President from its members for a one-year term. The Vice President performs the duties of the President if:

1. The office of President is vacant;

2. The President is absent; or
3. The President is unable to perform the office's duties.

A vacancy in the Vice Presidency is filled by a special Board election.

Secretary

The Board elects a Secretary for a one-year term. The Secretary may be, but is not required to be, a Board member. The Secretary may receive reasonable compensation as determined by the Board before appointment. However, if the Secretary is a Board member, the compensation shall not exceed \$500 per year, as fixed by the Board at least 180 days before the beginning of the term. The duties of the Secretary are to:

1. Report to the Treasurer on or before July 7, annually, such information as the Treasurer is required to include in the Treasurer's report to the Regional Superintendent;
2. Keep records of the Board's official acts, and sign them, along with the President, before submitting them to the Treasurer at such times as the Treasurer may require;
3. Arrange public inspection of the budget before adoption; and
4. Sign official District documents requiring the Secretary's signature.

The Secretary may delegate some or all of these duties, except when State law prohibits the delegation. The Board appoints a Secretary pro tempore, who may or may not be a Board member, if the Secretary is absent from any meeting or refuses to perform the duties of the office. A permanent vacancy in the office of Secretary is filled by special Board election.

Recording Secretary

The Board may appoint a Recording Secretary who is a staff member. The Recording Secretary shall:

1. Keep minutes for all Board meetings, and keep the verbatim record for all closed Board meetings;
2. Mail meeting notification and agenda to news media who have officially requested copies;
3. Act as the local election official for the District;
4. Publish required notices;
5. Maintain Board policy, financial reports, publicity, and correspondence as directed by the President, Secretary of the Superintendent;
6. Assist the Secretary by taking the minutes for all open Board meetings;
7. Assemble Board meeting material and provide it, along with prior meeting minutes, to Board members before the next meeting; and
8. Perform the Secretary's duties, as assigned, except when State law prohibits the delegation.

In addition, the Recording Secretary or Superintendent receives notification from Board members who desire to attend a Board meeting by video or audio means.

Treasurer

The Treasurer of the Board shall be either a member of the Board who serves a one-year term or a non-Board member who serves at the Board's pleasure. A Treasurer who is a Board member may not be compensated. A Treasurer who is not a Board member may be compensated provided it is established before the appointment. The Treasurer must:

1. Be at least 21 years old;
2. Not be a member of the County Board of School Trustees; and
3. Have a financial background or related experience, or 12 credit hours of college-level accounting.

The Treasurer shall:

1. Furnish a bond, which shall be approved by a majority of the full Board;
2. Maintain custody of school funds;
3. Maintain records of school funds and balances;
4. Prepare a monthly reconciliation report for the Superintendent and Board; and
5. Receive, hold, and expend District funds only upon the order of the Board.

A vacancy in the Treasurer's office is filled by Board appointment.

LEGAL REF.:

~~5 ILCS 120/7 and 420/4A-106.~~

105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1, 5/10-14, 5/10-16.5, 5/10-21.9, 5/17-1, ~~and 5/21B-85,~~ and 5/22-94.

5 ILCS 120/7, Open Meetings Act.

5 ILCS 420/4A-106, III. Governmental Ethics Act.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Board of Education Meeting), 2:220 (Board of Education Meeting Procedure), 5:30 (Hiring Process and Criteria)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/22-94, amended by P.A. 102-702, eff. 7-1-23, requiring a sexual misconduct related employment history review (EHR) to be initiated prior to hiring an applicant that will have direct contact with children or students. *Direct contact with children or students* is defined as “the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students.” **Issue 111, March 2023**

Document Status: Draft Update - Rewritten

3:40-E Exhibit - Checklist for the Superintendent Employment Contract Negotiation Process

The Board of Education hires and employs the Superintendent. The Superintendent shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Superintendent. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent, at:**

www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/. [PRESSPlus1](#)

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

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

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

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

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

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

☐ **Power and Duties of the Superintendent**

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

☐ **Employment and Compensation**

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

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

☐ **Conditions of Employment**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful superintendent candidate to guarantee that as the future Superintendent of the District, he or she has and will maintain the appropriate licensure throughout

	the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> , and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, <i>Investigations</i> .
Sexual Misconduct Related Employment History Review Law	105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> and PRESS sample administrative procedure 5:30-AP3, <i>Sexual Misconduct Related Employment History Review (EHR)</i> .
Other Background Check Laws	<p>Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9 and sexual misconduct related employment history review required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23 and discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 et seq., Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.</p> <p>820 ILCS 75/, III. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant's criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (a/k/a <i>ban the box</i> law).</p> <p>820 ILCS 55/, III. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:</p> <ol style="list-style-type: none"> 1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account; 2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and 3. Taking an adverse employment action against

	<p>an individual (including refusal to hire) based on that individual's use of a lawful product off District property during nonworking hours, i.e., tobacco, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, <i>Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</i>, and its f/ns).</p> <p>820 ILCS 70/, Ill. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a <i>bona fide occupational requirement</i>, which is further defined in the statute. The job descriptions of superintendents generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory power over more than \$100; and (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.</p>
Medical Examination	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 25 and 26.</p>
Tenure	<p>Suspension of Tenure</p> <p>With multi-year contracts and multi-year extensions, superintendents waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p> <p>Continued Tenure</p> <p>Superintendents serving multiple one year contracts may still accrue service toward and acquire tenure.</p>

See 105 ILCS 5/10-23.8 and the *Duration of Contract* row in the Employment and Compensation checkbox, above.

☐ **Evaluations and Goals**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent</p>	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Superintendent and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p> <ol style="list-style-type: none"> 1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states “and other information as the Board may determine”)? 2. Included them in the body of the employment contract? Or as an exhibit to it? 3. Set them to be: <ol style="list-style-type: none"> a. Measurable and achievable, i.e., are they within the Superintendent’s control? b. Objective, subjective or a combination of both? 4. Set a timeline for achievement, and if so is it on an: <ol style="list-style-type: none"> a. Annual basis? b. Prior to completion of the employment contract? 5. Set them as procedural, substantive, or a combination of both? <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:</p> <p>www.iasb.com/conference-training-and-events/training/workshops/</p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their superintendents accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and superintendent to develop their own district language for specific measurable, and attainable goals and indicators)</p> <p><i>The Superintendent Evaluation Process</i> (describes an effective method of holding the superintendent accountable)</p>
	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and</p>

<p>Superintendent Evaluation</p>	<p>5/10-23.8 require the Board to:</p> <ol style="list-style-type: none"> 1. "Direct, through policy, its superintendent in his or her charge of the administration of the school district;" and 2. Evaluate the superintendent in his or her "administration of school board policies and his or her stewardship of the assets of the district." <p>How will the Board evaluate the successful superintendent candidate upon its outlined goals and indicators?</p> <p>Does the Board state when it will evaluate the successful superintendent candidate upon the goals and indicators that it set? Note: Some districts do not consider the superintendent evaluation to be a <i>one-time event</i> and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.</p> <p>Is the Board or the successful superintendent candidate responsible to trigger the components of the Superintendent's evaluation process?</p> <p>What evaluation instrument will be used? How will the evaluation be documented?</p> <p>Will an evaluation instrument be outlined by the Board in its employment contract with the successful superintendent candidate?</p> <p>Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?</p> <p>For more information about best practices when planning for and evaluating the Superintendent, see:</p> <p><i>The Superintendent Evaluation Process</i> at: www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf;</p> <p>IASB's <i>Foundational Principles of Effective Governance</i>, Principle 3. The board employs a superintendent, at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/; stating "the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy."</p>
----------------------------------	---

☐ **Expenses and Benefits**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
---	--

Expenses and Allowances	<p>How will the Board address expenses and allowances in its employment contract negotiations with the successful superintendent candidate?</p> <p>Business</p> <ol style="list-style-type: none"> 1. What standard will the Board use, e.g., reasonable, itemized, etc.? 2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent's expenses? <p>Transportation</p> <p>Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful superintendent candidates request discussion about include:</p> <ol style="list-style-type: none"> 1. Vehicle insurance reimbursement(s) 2. Vehicle repair reimbursement(s) 3. A travel allowance only at either a set amount or the District's per mile rate 4. A vehicle 5. Out-of-district travel
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful superintendent candidate?</p> <p>Some items successful superintendent candidates request include:</p> <ol style="list-style-type: none"> 1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums. 2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many days? 2. Will vacation days accumulate? And, if so, how? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking a vacation? If yes, describe the process. 4. Will the Board address reimbursement for

	<p>unused days?</p> <p>5. Will vacation days need to be used for days off during winter or spring breaks?</p>
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided? 2. How will sick day accumulation be addressed? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking or upon returning from a sick day? If yes, describe the process.
Professional Activities and Organizations Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many organizations will the Board allow the Superintendent to join? 2. Which organizations will be allowed? 3. What is the Board's limit for the cost of dues to professional organizations?
Retirement	<p>Will the Board address any type of payment(s) upon the Superintendent's retirement? If yes, then:</p> <ol style="list-style-type: none"> 1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful superintendent candidate's attorney has interest in the following issues: <ol style="list-style-type: none"> a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p>

Annuities and Other Deferred Compensation	<ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Superintendent's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?
---	---

☐ **Changes to the Superintendent's Employment Contract**

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

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

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

☐ **What technical clauses need to be in the Superintendent’s employment contract?**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent’s attorney reviewed them?</p> <ol style="list-style-type: none"> 1. Notice 2. Applicable law 3. Headings and numbers

Technical clauses (common in contracts)

Technical clauses (common in contracts)	<ol style="list-style-type: none"> 4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract? 5. Counterparts 6. Effect of Policy Amendments 7. Severability 8. Advice of Counsel
---	---

☐ **Miscellaneous Issues**

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

PRESSPlus Comments

PRESSPlus 1. This Board exhibit is **Rewritten** for PRESS Plus Issue 111. Updates were made in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23, requiring a board to conduct a sexual misconduct related employment history review (EHR) when they hire an employee who will have direct contact with children or students, including a superintendent, and for continuous improvement. A redlined version showing the changes made is available at **PRESS** Online by logging in at www.iasb.com. **Issue 111, March 2023**

Document Status: Review and Monitoring

4:40 Incurring Debt

The Superintendent shall provide early notice to the Board of Education of the District's need to borrow money. The Superintendent or designee shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue State Aid Anticipation Certificates, tax anticipation warrants, working cash fund bonds, bonds, notes, and other evidence of indebtedness, or (2) establish a line of credit with a bank or other financial institution. The Superintendent shall notify the State Board of Education before the District issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law. [PRESSPlus1](#)

Bond Issue Obligations

In connection with the Board's issuance of bonds, the Superintendent shall be responsible for ensuring the District's compliance with federal securities laws, including the anti-fraud provisions of the Securities Act of 1933, as amended and, if applicable, the continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Additionally, in connection with the Board's issuance of bonds, the interest on which is excludable from *gross income* for federal income tax purposes, or which enable the District or bond holder to receive other federal tax benefits, the Board authorizes the Superintendent to establish written procedures for post-issuance compliance monitoring for such bonds to protect their tax-exempt (or tax-advantaged) status.

The Board may contract with outside professionals, such as bond counsel and/or a qualified financial consulting firm, to assist it in meeting the requirements of this subsection.

LEGAL REF.:

Securities Act of 1933, 15 U.S.C. §77a et seq.

Securities Exchange Act of 1934, 15 U.S.C. §78a et seq.

17 C.F.R. §240.15c2-12.

Bond Authorization Act, 30 ILCS 305/2

Bond Issue Notification Act, 30 ILCS 352/

Local Government Debt Reform Act, 30 ILCS 350/.

Tax Anticipation Note Act, 50 ILCS 420/.

105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

CROSS REF.: 4:10 (Fiscal and Business Management)

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 111, March 2023

Document Status: Draft Update

4:60 Purchases and Contracts

The Superintendent shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable Board of Education policies.

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. Each contractor with the District is bound by each of the following:
 - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact

with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

- b. In accordance with 105 ILCS 5/22-94: (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g). [PRESSPlus1](#)
 - c. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease ~~if the employee will have direct, daily contact with one or more student(s);~~ and (2) require any new or existing employee who ~~has and will have direct, daily contact with one or more~~ provides services to student(s) or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept. ~~artment~~ of Public Health rules or order of a local health official.
9. ~~After 1-1-23, a~~ Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. Purchases made with federal or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

2 C.F.R. Part 200.

105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., 5/22-94, and 5/24-5.

30 ILCS 708/, Grant Accountability and Transparency Act.

410 ILCS 170/, Coal Tar Sealant Disclosure Act.

820 ILCS 130/, Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See 4:60-AP4, *Sexual Misconduct Related Employment History Review(EHR) of Contractor Employees*, available at PRESS Online by logging in at www.iasb.com.

For the definition of *sexual misconduct*, see 105 ILCS 5/22-85.5(c), added by P.A. 102-676 and policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*.

Direct contact with children or students is defined as “the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students.” 105 ILCS 5/22-94(b), added by P.A. 102-702, eff. 7-1-23. This standard, which triggers the EHR, appears on its face to be broader than the *direct, daily contact* standard that triggers the *complete criminal history records check* in 105 ILCS 5/10-21.9(f). See 5:30-AP2, *Investigations*, 4:60-AP3, *Criminal History Records Check of Contractor Employees*, and 4:60-AP4, *Sexual Misconduct Related Employment History Review(EHR) of Contractor Employees*, for more information. For example, a contracted night custodian who may have some passing, routine interaction with students who are on campus for afterschool events, but does not have direct, daily contact with students triggers an EHR but not necessarily a *complete criminal history records check*. It is less clear if the reverse scenario could arise where a *complete criminal history records check* under 105 ILCS 5/10-21.9(f) would be required but an EHR would not be required. For ease of administration, a district may wish to require contractors to undergo a *complete criminal history records check* whenever the obligation to conduct an EHR is triggered, and vice versa.

105 ILCS 5/22-94(g), added by P.A. 102-702, eff. 7-1-23, prohibits contractors from entering any agreement that: (1) has the effect of suppressing information concerning a pending or completed investigation in which an allegation of sexual misconduct was substantiated, (2) affects the ability of the contractor to report sexual misconduct to the appropriate authorities, or (3) requires the contractor to expunge information about allegations or findings of suspected sexual misconduct, unless an allegation is found to be false, unfounded, or unsubstantiated following an investigation. **Issue 111, March 2023**

Document Status: Draft Update

5:30 Hiring Process and Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Education policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

All applicants must complete a District application in order to be considered for employment.

Job Descriptions

The Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration.

The Superintendent shall develop and maintain a current comprehensive job description for each position or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. Dept. of State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80 or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Superintendent shall ensure that the District does not engage in any investigation or inquiry

prohibited by law and complies with each of the following:

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR) [PRESSPlus1](#)

Prior to hiring an applicant for a position involving *direct contact with children or students*, [PRESSPlus2](#) the Superintendent shall ensure that an EHR is performed as required by State law. When the applicant is a superintendent candidate, the Board President shall ensure that the EHR is initiated before a successful superintendent candidate is offered employment by the Board.

Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the District.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board will pay the expenses of any such examination.

Orientation Program

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of*

Mandated Reporter Status form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.:

42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.

15 U.S.C. § 1681 et seq., Fair Credit Reporting Act.

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/21B-10, 5/21B-80, 5/21B-85, 5/22-6.5, 5/22-94, and 5/24-5.

20 ILCS 2630/3.3, Criminal Identification Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23, requiring districts to initiate an EHR prior to hiring an applicant who will have *direct contact with children or students*. See sample administrative procedure 5:30-AP3, *Sexual Misconduct Related Employment History Review(EHR)*, available at PRESS Online by logging in at www.iasb.com, for the process, timing, and positions requiring an EHR. See policy 4:60, *Purchases and Contracts*, and sample administrative procedure 4:60-AP4, *Sexual Misconduct Related Employment History Review(EHR) of Contractor Employees*, for EHR requirements for employees of contractors who have *direct contact with children or students*. **Issue 111, March 2023**

PRESSPlus 2. *Direct contact with children or students* is defined as “the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students.” 105 ILCS 5/22-94(b), added by P.A. 102-702, eff. 7-1-23. **Issue 111, March 2023**

Document Status: Draft Update

5:90 Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 22, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any District employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made.

Negligent failure to report occurs when a District employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at report.cybertip.org/ or www.missingkids.org. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors (including sexual misconduct as defined in *Faith's Law*), [PRESSPlus1](#) and boundary

violations as required by law and policy 5:100, *Staff Development Program*.

Alleged Incidents of Sexual Abuse: Investigations

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A, 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.

If a District employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Superintendent or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the District when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the District from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

Special Superintendent Responsibilities

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

When the Superintendent has reasonable cause to believe that a license holder (1) committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA or an act of sexual misconduct under *Faith's Law*, [PRESSPlus2](#) and (2) that act resulted in the license holder's dismissal or resignation from the District, ~~he or she~~ the Superintendent shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

The Superintendent shall develop procedures for notifying a student's parents/guardians when a District employee, contractor, or agent is alleged to have engaged in sexual misconduct with the student as defined in *Faith's Law*. The Superintendent shall also develop procedures for notifying the student's parents/guardians when the Board takes action relating to the employment of the employee, contractor, or agent following the investigation of sexual misconduct. Notification shall not occur when the employee, contractor, or agent alleged to have engaged in sexual misconduct is the student's parent/guardian, and/or when the student is at least 18 years of age or emancipated. [PRESSPlus3](#)

The Superintendent shall execute the recordkeeping requirements of *Faith's Law*. [PRESSPlus4](#)

Special Board of Education Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board determines that any District employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as

required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, *Powers and Duties of the Board of Education; Indemnification*.

LEGAL REF.:

20 U.S.C. §7926, Elementary and Secondary Education Act.

105 ILCS 5/10-21.9, 5/10-23.13, ~~and 5/21B-85~~, 5/22-85.5, and 5/22-85.10.

20 ILCS 1305/1-1 et seq., Department of Human Services Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Termination and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

PRESSPlus Comments

PRESSPlus 1. *Sexual misconduct* under *Faith's Law* is defined in 105 ILCS 5/22-85.5(c), added by P.A. 102-676.

The Abused and Neglected Child Reporting Act (ANCRA) covers abuse and neglect of children. 325 ILCS 5/3. The Dept. of Human Services Act (DHSA) covers abuse and neglect of adult students with a disability. 20 ILCS 1305/1-17(b). Abuse may be generally understood as any physical or mental injury or sexual abuse inflicted on a child or adult student with a disability other than by accidental means or creation of a risk of such injury or abuse by a person who is responsible for the welfare of a child or adult student with a disability. Neglect may be generally understood as abandoning a child or adult student with a disability or failing to provide the proper support, education, medical, or remedial care required by law by one who is responsible for the child's or adult student with a disability's welfare.

Abuse covered by ANCRA also includes *grooming* as defined in the Ill. Criminal Code of 2012 (720 ILCS 5/11-25). 325 ILCS 5/3(i), added by P.A. 102-676 (a/k/a *Faith's Law*).

The School Code goes further and prohibits school employees from engaging in *grooming behaviors* and *sexual misconduct*. 105 ILCS 5/10-23.13(b), amended by P.A. 102-610 (a/k/a *Erin's Law*); 105 ILCS 5/22-85.5(c), added by P.A. 102-676 (a/k/a *Faith's Law*). To streamline implementation, policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, defines prohibited *grooming behaviors* to include *sexual misconduct* and it explicitly prohibits employees from engaging in *grooming*, *grooming behaviors*, and *sexual misconduct*. While it is possible for low-level *grooming*

behaviors and/or sexual misconduct to not amount to grooming prohibited by ANCRA, best practice is to report suspected *grooming behaviors* and *sexual misconduct* to DCFS. **Issue 111, March 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/10-21.9(e-5), amended by P.A. 102-702, eff. 7-1-23. **Issue 111, March 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/22-85.10, added by P.A. 102-702, eff. 7-1-23. See sample procedure 5:90-AP2, *Parent/Guardian Notification of Sexual Misconduct*, available at PRESS Online by logging in at www.iasb.com. **Issue 111, March 2023**

PRESSPlus 4. Updated in response to 105 ILCS 5/22-94(e), added by P.A. 102-702, eff. 7-1-23. See sample procedure 5:150-AP, *Personnel Records*, available at PRESS Online by logging in at www.iasb.com. **Issue 111, March 2023**

Document Status: Draft Update

5:125 Personal Technology and Social Media; Usage and Conduct

Definitions

Includes - Means "includes without limitation" or "includes, but is not limited to."

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and/or mobile technologies that allow users to turn communication into share content and/or engage in interactive dialogue communication through online communities. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, TikTok, Snapchat, and YouTube.* [PRESSPlus1](#)

Personal technology - Any device that is not owned or leased by the District or otherwise authorized for District use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g. iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones, e.g. iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g. iPod®).

Usage and Conduct

All District employees who use personal technology and/or social media shall:

1. Adhere to the high standards for **Professional and Appropriate Conduct** required by policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes District employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policies 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; and 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a District-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting* ~~Child Reporting~~.
6. Not disclose student record confidential information, including but not limited to school student records (e.g., student work, photographs of students, names of students, or any other personally identifiable information about students) or personnel records, in compliance with policy 5:130,

Responsibilities Concerning Internal Information. For District employees, proper approval may include implied consent under the circumstances.

7. Refrain from using the District's logos without permission and follow Board policy 5:170, *Copyright*, and all District copyright compliance procedures.
8. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
9. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the District employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
10. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of 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 this policy.

Superintendent Responsibilities

The Superintendent shall:

1. Inform District employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by ~~Board~~ policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*.
2. Direct Building Principals to annually:
 - a. Provide staff with information pertaining to this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that neither the District, nor anyone on its behalf, commits an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the *Facebook Password Law*.
5. Periodically review this policy and any implementing procedures with District employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.:

105 ILCS 5/ 21B-75 and 5/ 21B-80.

775 ILCS 5/5A-102, Ill. Human Rights Act.

820 ILCS 55/10, Right to Privacy in the Workplace Act.

23 Ill.Admin.Code §22.20, Code of Ethics for Ill. Educators.

Garcetti v. Ceballos, 547 U.S. 410 (2006).

Pickering v. High School Dist. 205, 391 U.S. 563 (1968).

Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. Updated throughout for continuous improvement. **Issue 111, March 2023**

Document Status: Draft Update

5:150 Personnel Records

Maintenance and Access to Records

Please refer to the following current agreement:

Collective Bargaining Agreement between Oregon Community Unit School District #220 and Oregon Educational Support Personnel Association, IEA/NEA, Oregon, Illinois

For employees not covered by this agreement:

The Superintendent or designee shall manage the maintenance of personnel records in accordance with State and federal law and Board of Education policy. Records, as determined by the Superintendent, are retained for all employment applicants, employees, and former employees given the need for the District to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Superintendent.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance

The Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Superintendent shall:

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to Ill. Dept. of Children and Family Services (DCFS); and
2. Comply with the federal law prohibiting the District from providing a recommendation of employment for an employee, contractor, or agent that District knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Superintendent or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.
3. Manage the District's responses to employer requests for sexual misconduct related

employment history review (EHR) information in accordance with *Faith's Law* [PRESSPlus1](#)

When requested for information about an employee by an entity other than a prospective employer, the District will only confirm position and employment dates unless the employee has submitted a written request to the Superintendent or designee.

LEGAL REF.:

20 U.S.C. §7926.

105 ILCS 5/22-94.

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 46/10, Employment Record Disclosure Act.

820 ILCS 40/, Personnel Record Review Act.

23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to District Public Records), 5:90 (Abused and Neglected Child Reporting), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/22-94(e), added by P.A. 102-702, eff. 7-1-23. **Issue 111, March 2023**

Document Status: Draft Update

5:260 Student Teachers

The Superintendent is authorized to accept students from university-approved teacher-training programs to do student teaching in the District. No individual who has been convicted of a criminal offense that would subject him or her to license suspension or revocation pursuant to Section 5/21B-80 of the School Code [PRESSPlus1](#) or who has been found to be the perpetrator of sexual or physical abuse of a minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 is permitted to student teach.

Before permitting an individual to student teach, begin a required internship, or participate in any field experience in the District, the Superintendent or designee shall ensure that:

1. The District performed a *105 ILCS 5/10-21.9(g) Check* as described below; and
2. The individual furnished evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to 105 ILCS 5/24-5.

A *105 ILCS 5/10-21.9(g) Check* shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth ~~Community Notification Law~~ [Registration Act](#) (730 ILCS 154/75-105).

The School Code requires each individual student teaching or beginning a required internship to provide the District with written authorization for, and pay the costs of, his or her 105 ILCS 5/10-21.9(g) check (including any applicable vendor's fees). Upon receipt of this authorization and payment, the Superintendent or designee will submit the student teacher's name, sex, race, date of birth, social security number, fingerprint images, and other identifiers, as prescribed by the ~~Department of Ill.~~ State Police ([ISP](#)), to the ~~Department of State Police~~ [ISP](#). The Superintendent or designee will provide each student teacher with a copy of his or her report.

Assignment

The Superintendent or designee shall be responsible for coordinating placements of all student teachers within the District. Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the District and the students' respective colleges or universities.

LEGAL REF.:

[34 U.S.C. §20901 et seq.](#), Adam Walsh Child Protection and Safety Act, P.L. 109-248.

~~Uniform Conviction Information Act~~, 20 ILCS 2635/1, [Uniform Conviction Information Act](#).

105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:190 (Teacher Qualifications)

PRESSPlus Comments

PRESSPlus 1. Consult the board attorney for guidance regarding whether student teachers or interns, who are typically unpaid, qualify as *employees* who must also undergo the sexual misconduct related employment history review (EHR) required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. Whether or not a student or intern is paid by a district may be determinative. See 5:30-AP3, *Sexual Misconduct Related Employment History Review(EHR)*, available at PRESS Online by logging in at www.iasb.com. If a district has an agreement with a post-secondary institution for the placement of student interns, consult the board attorney regarding whether the institution qualifies as a contractor under 105 ILCS 5/22-94(b) that must perform an EHR of the intern. See 4:60-AP4, *Sexual Misconduct Related Employment History Review(EHR) of Contractor Employees*. **Issue 111, March 2023**

Document Status: Review and Monitoring

5:285 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing. [PRESSPlus1](#)

LEGAL REF.:

625 ILCS 5/6-106.1 and 5/6-106.1c.

49 U.S.C. §31306, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, P.L. 102-143).

49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

~~ADOPTED: April 17, 2017~~

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 111, March 2023

Document Status: Draft Update

6:135 Accelerated Placement Program

The District provides an Accelerated Placement Program (APP). The APP advances the District's goal of providing educational programs with opportunities for each student to develop to his or her maximum potential. The APP provides an educational setting with curriculum options usually reserved for students who are older or in higher grades than the student participating in the APP. APP options include, but may not be limited to: (a) accelerating a student in a single subject; (b) other grade-level acceleration; and (c) early entrance to kindergarten or first grade. Participation in the APP is open to all students who demonstrate high ability and who may benefit from accelerated placement. It is not limited to students who have been identified as gifted and talented. Eligibility to participate in the District's APP shall not be conditioned upon the protected classifications identified in Board policy 7:10, *Equal Educational Opportunities*, or any factor other than the student's identification as an accelerated learner.

The Superintendent or designee shall implement an APP that includes:

1. Decision-making processes that are fair, equitable, and involve multiple individuals, e.g. District administrators, teachers, and school support personnel, and a student's parent(s)/guardian(s);
2. Notification processes that notify a student's parent(s)/guardian(s) of a decision affecting a student's participation in the APP;
3. Assessment processes that include multiple valid, reliable indicators; and
4. ~~By the fall of 2023, the~~ automatic enrollment, in the following school term, [PRESSPlus1](#) of a student into the next most rigorous level of advanced coursework offered by the high school if the student meets or exceeds State standards in English language arts, mathematics, or science on a State assessment administered under 105 ILCS 5/2-3.64a-5, as follows:
 - a. A student who meets or exceeds State standards in English language arts shall be automatically enrolled into the next most rigorous level of advanced coursework in English, social studies, humanities, or related subjects.
 - b. A student who meets or exceeds State standards in mathematics shall be automatically enrolled into the next most rigorous level of advanced coursework in mathematics.
 - c. A student who meets or exceeds State standards in science shall be automatically enrolled into the next most rigorous level of advanced coursework in science.

The Superintendent or designee shall annually notify the community, parent(s)/guardian(s), students, and school personnel about the APP, the process for referring a student for possible evaluation for accelerated placement, and the methods used to determine whether a student is eligible for accelerated placement, including strategies to reach groups of students and families who have been historically underrepresented in accelerated placement programs and advanced coursework. Notification may: (a) include varied communication methods, such as student handbooks and District or school websites; and (b) be provided in multiple languages, as appropriate.

LEGAL REF.:

105 ILCS 5/14A.

23 Ill.Admin.Code Part 227, Gifted Education.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 6:130 (Program for the Gifted), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools)

PRESSPlus Comments

PRESSPlus 1. Updated in response to ISBE's *Accelerated Placement Policy Guidance for Districts Frequently Asked Questions* (September 2022), at: www.isbe.net/Documents/Accelerated-Placement-Act-FAQ.pdf, which explains that districts must “have the automatic enrollment policy in place prior to the start of the school year 2023-24 and districts will use scores from that school year to automatically enroll students during school year 2024-25.” **Issue 111, March 2023**

Document Status: Review and Monitoring

6:210 Instructional Materials

All District classrooms and learning centers should be equipped with an evenly-proportioned, wide assortment of instructional materials, including textbooks, workbooks, audio-visual materials, and electronic materials. These materials should provide quality learning experiences for students and: [PRESSPlus1](#)

1. Enrich and support the curriculum;
2. Stimulate growth in knowledge, literary appreciation, aesthetic values, and ethical standards;
3. Provide background information to enable students to make informed judgments and promote critical reading and thinking;
4. Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society; and
5. Contribute to a sense of the worth of all people regardless of sex, race, religion, nationality, ethnic origin, sexual orientation, disability, or any other differences that may exist.

The Superintendent or designee shall annually provide a list or description of textbooks and instructional materials used in the District to the School Board. Anyone may inspect any textbook or instructional material.

Teachers are encouraged to use age-appropriate supplemental material only when it will enhance, or otherwise illustrate, the subjects being taught. No R-rated movie shall be shown to students unless prior approval is received from the Superintendent or designee, and no movie rated NC-17 (no one 17 and under admitted) shall be shown under any circumstances. These restrictions apply to television programs and other media with equivalent ratings. The Superintendent or designee shall give parents/guardians an opportunity to request that their child not participate in a class showing a movie, television program, or other media with an R or equivalent rating.

Instructional Materials Selection and Adoption

The Superintendent shall recommend to the Board for consideration and adoption all textbooks and instructional materials and shall include the following information: (1) title, publisher, copyright dates, number of copies desired, and cost; (2) any texts being replaced; and (3) rationale for recommendation. The School Code governs the adoption and purchase of textbooks and instructional materials.

LEGAL REF.:

105 ILCS 5/10-20.8 and 5/28-19.1.

CROSS REF.: 6:30 (Organization of Instruction), 6:40 (Curriculum Development), 6:80 (Teaching About Controversial Issues), 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), 8:110 (Public Suggestions and Concerns)

ADOPTED: August 21, 2017

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 111, March 2023

Document Status: Draft Update

6:230 Library Media Program

The Superintendent or designee shall manage the District's library media program to comply with (1) State law and Ill. State Board of Education (ISBE) rule and (2) the following standards:

1. The program includes an organized collection of resources available to students and staff to supplement classroom instruction, foster reading for pleasure, enhance information literacy, and support research, as appropriate to students of all abilities in the grade levels served.
2. Financial resources for the program's resources and supplies are allocated to meet students' needs.
3. Students in all grades served have equitable access to library media resources.
4. The advice of an individual who is qualified according to ISBE rule is sought regarding the overall direction of the program, including the selection and organization of materials, provision of instruction in information and technology literacy, and structuring the work of library paraprofessionals.
5. The program is guided by the principles of the American Library Association's *Library Bill of Rights* and its interpretation for school libraries. [PRESSPlus1](#)

Parents/guardians, employees, and community members who believe that library media program resources violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance Procedure*. [PRESSPlus2](#)

The Superintendent or designee shall establish criteria consistent with this policy for the review of objections. Parents/guardians, employees, and community members with suggestions or complaints about library media program resources may complete a *Library Media Resource Objection Form*. The Superintendent or designee shall inform the parent/guardian, employee, or community member, as applicable, of the District's decision. [PRESSPlus3](#)

LEGAL REF.:

23 Ill.Admin.Code §1.420(o).

CROSS REF.: 6:60 (Curriculum Content), 6:170 (Title I Programs), 6:210 (Instructional Materials)

PRESSPlus Comments

PRESSPlus 1. Optional. The American Library Association's (ALA) *Library Bill of Rights* includes the following:

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or

doctrinal disapproval.

3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
7. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use.
8. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

See <https://www.ala.org/advocacy/intfreedom/librarybill> and its interpretation for school libraries at: <https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/accessresources>. The ALA's interpretation of its *Library Bill of Rights* acknowledges that the educational level and program of the school necessarily shape the resources and services of a school library, but it states that the principles of the *Library Bill of Rights* apply equally to all libraries, including school libraries. **Issue 111, March 2023**

PRESSPlus 2. Limiting the scope of complainants in this policy to parents/guardians, employees, and community members aligns with sample policy 2:260, *Uniform Grievance Procedure*. **Issue 111, March 2023**

PRESSPlus 3. Updated in response to subscriber and Ill. Council of School Attorneys member feedback regarding management of library book challenges. The issue of school library book removals is an unsettled area of law that is often litigated; consult the board attorney for advice regarding challenges to school library books or other library resources. In the only U.S. Supreme Court case to address this issue, Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 852 (1982), the Court issued a plurality (not a majority) opinion finding a board could not remove books it had characterized as "anti-American, anti-Christian, anti-Semitic, and just plain filthy," if the removal was motivated by partisan or political reasons; to do so would violate students' Constitutional right to receive information and ideas. Four dissenting justices, however, disagreed that students have a right to receive information and ideas under the First Amendment and would have deferred to the judgment of the local school board.

See sample administrative procedure 6:230-AP, *Responding to Complaints About Library Media Resources*, and sample exhibit 6:230-AP, E, *Library Media Resource Objection Form*, available at PRESS Online by logging in at www.iasb.com. **Issue 111, March 2023**

Document Status: Draft Update

8:20 Community Use of School Facilities

School facilities are available to community organizations during non-school hours when such use does not: (1) interfere with any school function or affect the safety of students or employees, or (2) affect the property or liability of the School District. The use of school facilities for school purposes has precedence over all other uses. The District reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school facilities requires the prior approval of the Superintendent or designee and is subject to applicable procedures.

Persons on school premises must abide by the District's conduct rules at all times.

Student groups, school-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no costs during regularly staffed hours. Facilities and grounds will not be made available to individuals for personal or social reasons or to business enterprises for commercial gain. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities at any time. A fee schedule and other terms of use shall be prepared by the Superintendent and be subject to annual approval by the Board.

LEGAL REF.: [PRESSPlus1](#)

~~Boy Scouts of America Equal Access Act~~, 20 U.S.C. §7905, [Boy Scouts of America Equal Access Act](#).

10 ILCS 5/11-4.19-2.2, [Election Code](#).

105 ILCS 5/10-20.410, 5/10-22.10, and 5/29-3.5.

[Good News Club v. Milford Central School](#), ~~121 S.Ct. 2093~~ [533 U.S. 98](#) (2001).

[Lamb's Chapel v. Center Moriches Union Free School District](#), ~~113 S.Ct. 2141~~ [508 U.S. 384](#) (1993).

[Rosenberger v. Rector and Visitors of Univ. of Va.](#), 515 U.S. 819 (1995).

CROSS REF.: 7:330 (Student Use of Buildings - Equal Access), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on School Property)

~~ADOPTED: May 20, 2013~~

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 111, March 2023**

Document Status: Review and Monitoring

8:70 Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others. [PRESSPlus1](#)

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

LEGAL REF.:

Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131et seq.; 28 C.F.R. Part 35.

Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).

105 ILCS 5/10-20.51.

410 ILCS 25/, Environmental Barriers Act.

71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Building Programs)

ADOPTED: August 21, 2017

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 111, March 2023

