



PRESS PLUS POLICY UPDATES

Draft Updates

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

- Implemented as Presented by IASB
- Implemented with Additional District Edits
- Not Implemented
- Board Exhibit Deleted

4:80 Accounting and Audits - *UPDATE*

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

6:60 Curriculum Content - *UPDATE*

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

6:240 Field Trips - *UPDATE*

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

6:250 **Community Resource Persons and Volunteers - *UPDATE***

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

7:50 **School Admissions/Eligibility for Services - *UPDATE***

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

7:340 **Student Records - *UPDATE***

- Adopted as Presented by IASB
- Adopted with Additional District Edits
- Not Adopted
- Policy Deleted

Document Status: Draft Update - New

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

New/Unpublished Section

PRESSPlus¹ The School Board hires and employs the Superintendent. The Superintendent shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Superintendent. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent**, at: www.iasb.com/pdf/found_prin.pdf.

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: www.iasb.com/pdf/found_prin.pdf.

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.

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 retraining 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"> Are the statutory duties of the Superintendent listed? 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"> How will the Board define <i>outside activities</i>? 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?
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☐ Employment and Compensation

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duration of Contract	<p>A superintendent's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
Salary	<p>Special Considerations for the Board may include:</p> <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 prior to retirement? 2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary of \$177,412 (P.A. 100-23 now makes school districts responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds \$177,412)? 3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)? <p>Items the Board may see the successful superintendent candidate request of it:</p> <ol style="list-style-type: none"> 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary. 3. Compensation increases.
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> .
	<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 discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 <i>et seq.</i>, Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice</p>

Other Background Check Laws	<p>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 (<i>a/k/a ban the box law</i>).</p> <p>820 ILCS 55/, III. Right to Privacy in the Workplace Act, 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 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 or alcohol. <p>820 ILCS 70/, III. 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 ADA allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. Part 1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 16 and 17.</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> <p>See 105 ILCS 5/10-23.8 and the <i>Duration of Contract</i> row in the Employment and Compensation checkbox, above.</p>

Evaluations and Goals

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>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:

<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent</p>	<ul 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? <p>4. Set a timeline for achievement, and if so is it on an:</p> <ul style="list-style-type: none"> a. Annual basis? b. Prior to completion of the employment contract? <p>5. Set them as procedural, substantive, or a combination of both?</p> <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:</p> <p>IASB's <i>Field Services Catalog</i> at: www.iasb.com/pdf/fieldservicecatalog.pdf</p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for boards to hold their superintendents accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and superintendent to develop their own district-language for specific measurable, and attainable goals and indicators)</p> <p><i>The Superintendent Evaluation Process</i> (describes an effective method of holding the superintendent accountable)</p> <p><i>The Board and its Superintendent</i> (workshop assisting a board in developing an effective relationship with its superintendent).</p>
<p>Superintendent Evaluation</p>	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 LCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to:</p> <ul 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/training/superintendent-evaluation-process.pdf</p> <p>IASB's <i>Foundational Principles of Effective Governance</i>, Principle 3. The board employs a superintendent, at: www.iasb.com/principles.cfm; 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	<p>How will the Board address expenses 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 unused days?
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? 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?
	<p>Will the Board address any type of payment(s) upon the Superintendent's retirement? If yes, then:</p>

Retirement	<ol style="list-style-type: none"> 1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful superintendent candidate's attorney has interest in the following issues: <ol style="list-style-type: none"> a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
Annuities and Other Deferred Compensation	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p> <ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Superintendent's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?

☐ Changes to the Superintendent's Employment Contract

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

Terminations	<p>4. Will the Board terminate the employment contract for permanent disability of the Superintendent?</p> <ol style="list-style-type: none"> How will the Board define permanent disability in the contract? Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or Will the Board consider duration of absence; e.g., 90-days or exhaustion of sick leave, whichever is greater? <p>See PRESS sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p> <p>5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:</p> <ol style="list-style-type: none"> Any conduct detrimental/prejudicial to the District; Just cause; Sufficient to dismiss a tenured teacher; Material breach of contract; or Not arbitrary and capricious. <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>
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"> Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys? 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
Technical clauses (common in contracts)	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent's attorney reviewed them?</p> <ol style="list-style-type: none"> Notice Applicable law Headings and numbers Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract? Counterparts Effect of Policy Amendments Severability Advice of Counsel

Miscellaneous Issues

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	Do all members of the Board understand the District's obligations under the employment contract and

Board Obligations Under the Employment Contract	<p>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	<p>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?</p>
Legislative Issues	<p>How might pending pension reform legislation or other trending legislation affect the employment contract?</p>

PRESSPlus Comments

PRESSPlus 1. This new exhibit is intended to serve as a resource to educate and guide the board through the superintendent employment contract negotiation process, encouraging both the board and superintendent to hire their own attorneys. The General Counsels of the Ill. Association of School Administrators (IASA) and Ill. Association of School Boards (IASB) collaborated on the content of this document. **Issue 98, May/June, 2018**

Document Status: Draft Update

OPERATIONAL SERVICES

4:80 Accounting and Audits

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

Annual Audit

At the close of each fiscal year, the Superintendent shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Governing Board member and to the Superintendent. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Appropriate Intermediate Service Center.

Annual Financial Report

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

Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost.

Disposition of District Property

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

Taxable Fringe Benefits

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

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Superintendent consistent with the annual budget. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Township Treasurer is responsible for establishing all bank accounts opened in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School District must be signed by the Township Treasurer, except that checks from an account containing student activity funds and revolving accounts may be signed

by the Superintendent or Director of Business and Finance.

Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or other imprudent employee action. [PRESSPlus1](#)

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

1. All financial transactions must be properly authorized and documented.
2. Financial records and data must be accurate and complete.
3. Accounts payable must be accurate and punctual.
4. District assets must be protected from loss or misuse.
5. Incompatible duties should be segregated, if possible.
6. Accounting records must be periodically reconciled.
7. Equipment and supplies must be safeguarded.
8. Staff members with financial or business responsibilities must be properly trained and supervised, and must perform their responsibilities with utmost care and competence.
9. Any unnecessary weaknesses or financial risks must be promptly corrected.

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

LEGAL REF.:

[2 C.F.R. §200 et seq.](#)

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

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

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

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

~~ADOPTED March 29, 2012~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to ISBE best practice recommendations concerning the prevention of fraud, waste, and abuse in the administration of grants covered by the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/. **Issue 98, May/June, 2018**

Document Status: Draft Update

INSTRUCTION

6:60 Curriculum Content

The curriculum shall be in accordance with the Plan of Services developed by the Superintendent, and aligned with Illinois State Standards.

Instruction in all grades should include educating students about behaviors that violate Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

LEGAL REF.: [PRESSPlus1](#)

5 ILCS 465/3 and 465/3a.

20 ILCS 2605/2605-480.

105 ILCS 5/2-3.80(e) and (f), 5/27-3, 5/27-3.5, 5/27-5, 5/27-6, 5/27-6.5, 5/27-7, 5/27-12, 5/27-12.1, 5/27-13.1, 5/27-13.2, 5/27-20.3, 5/27-20.4, 5/27-20.5, 5/27-20.7, 5/27-21, 5/27-22, 5/27-23.3, 5/27-23.4, 5/27-23.7, 5/27-23.8, 5/27-23.10, 5/27-24.2, 435/, and 110/3.

625 ILCS 5/6-408.5.

23 Ill.Admin.Code §§1.420, 1.430, and 1.440.

Consolidated Appropriations Act of 2005, Pub. L. No. 108-447, Section 111 of Division J.

Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, 122 stat. 4096 (2008).

47 C.F.R. §54.520.

CROSS REF.:6:40 (Program and Curriculum Development), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment, 7:260 (Exemption from Physical Activity)

~~ADOPTED: January 20, 2015~~

PRESSPlus Comments

PRESSPlus 1. The Legal References have been updated. **Issue 98, May/June 2018**

Document Status: Draft Update

INSTRUCTION

6:240 Field Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the District's educational objectives.

All field trips must have the Superintendent or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Governing Board. The Superintendent or designee shall analyze the following factors to determine whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Superintendent or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) shall be given the opportunity to consent to their child's participation in any field trip; and (2) are responsible for all entrance fees, food, lodging, or other costs, except that the District will pay such costs for students who qualify for a fee waiver under Board policy 4:140, *Waiver of Student Fees* free or reduced school lunches, [PRESSPlus1](#). All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition.

Privately arranged trips, including those led by District staff members, shall not be represented as or construed to be sponsored by the District or school. The District does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

LEGAL REF.:

105 LCS 5/29-3.1.

CROSS REF.: 4:140 (Waiver of Student Fees), 6:10 (Educational Philosophy and Objectives), 7:10 (Equal Educational Opportunities), 7:270 (Administering Medicines to Students)

~~ADOPTED: August 29, 2013~~

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. **Issue 98, May/June 2018**

Document Status: Draft Update

INSTRUCTION

6:250 Community Resource Persons and Volunteers

The Governing Board encourages the use of resource persons and volunteers to: (1) increase students' educational attainment; (2) provide enrichment experiences for students; (3) increase the effective utilization of staff time and skills; (4) give more individual attention to students; and (5) promote greater community involvement.

Resource persons and volunteers may be used:

1. For non-teaching duties not requiring instructional judgment or evaluation of students;
2. To assist with academic programs under a certificated teacher's immediate supervision;
3. To assist in times of violence or other traumatic incidents within the District by providing crisis intervention services to lessen the effects of emotional trauma on staff, students, and the community, provided the volunteer meets the qualifications established by the III. School Crisis Assistance Team Steering Committee, [PRESSPlus1](#)
4. As a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval; or
5. As supervisors, chaperones, or sponsors for non-academic school activities.

The Superintendent shall follow Board policy 4:175, [Convicted Child Sex Offender; Screening; Notifications](#), to establish procedures for securing and screening resource persons and volunteers. A person who is a *sex offender*, as defined by the Sex Offender Registration Act, or a *violent offender against youth*, as defined in the [CHIG](#) Murderer and Violent Offender Against Youth Registration Act, or has otherwise been convicted of a felony, is prohibited from being a resource person or volunteer. All volunteer coaches must comply with the requirement to report hazing in policy 5:90, [Abused and Neglected Child Reporting](#).

LEGAL REF.:

105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.

720 ILCS 5/12C-50.1, [Failure to Report Hazing](#).

730 ILCS 150/1 [et seq.](#), Sex Offender Registration Act.

730 ILCS 152/101 [et seq.](#), Sex Offender Community Notification Law. ~~6306~~

730 ILCS 154/75 [et seq.](#) ~~105~~, Murderer and Violent Offender Against Youth Community Notification Law.

730 ILCS 154/101 [et seq.](#), Murderer and Violent Offender Against Youth Registration Act.

CROSS REF.: 4:170 (Safety), 4:175 ([Convicted Child Sex Offender; Screening; Notifications](#)), 5:90 ([Abused and Neglected Child Reporting](#)), 5:280 (Duties and Qualifications), 8:30 (Visitors to and Conduct on School Property), 8:95 (Parental Involvement)

[ADOPTED 103-February 10, 2014](#)

PRESSPlus Comments

PRESSPlus 1. Updated to reflect a long-standing School Code provision that schools may use resource persons and volunteers for crisis intervention services. **Issue 98, May/June 2018**

Document Status: Draft Update

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LEGAL REF.:

105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.

720 ILCS 5/12C-50.1, Failure to Report Hazing.

730 ILCS 150/1 et seq., Sex Offender Registration Act.

730 ILCS 152/101 et seq., Sex Offender Community Notification Law. ~~and~~

730 ILCS 154/75 et seq. ~~105~~, Murderer and Violent Offender Against Youth Community Notification Law.

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CROSS REF.: 4:170 (Safety), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:280 (Duties and Qualifications), 8:30 (Visitors to and Conduct on School Property), 8:95 (Parental Involvement)

ADOPTED February 19, 2014

PRESSPlus Comments

PRESSPlus 1. Updated to reflect a long-standing School Code provision that schools may use resource persons and volunteers for crisis intervention services. **Issue 98, May/June 2018**

Document Status: Draft Update

STUDENTS

7:50 School Admissions/Eligibility for Services

Special education services shall be available to identified children with disabilities between the ages of three (3) and twenty-one (21) years who are enrolled in the Member Districts. The special education student who becomes twenty-one (21) years of age during the school year shall be allowed to finish the school year and extended school year if so determined by the IEP team.

The student who has successfully completed a secondary program shall be granted a diploma by the student's resident school district and all eligibility for public school education is terminated. The parent, and, if appropriate, the student shall participate in the decision to terminate public school responsibility prior to age twenty-one (21) by accepting a high school diploma.

Certificate of Completion

A student with a disability who has an Individualized Education Program prescribing special education, transition planning, transition services, or related services beyond the student's 4 years of high school, qualifies for a certificate of completion after the student has completed 4 years of high school. The student is encouraged to participate in the graduation ceremony of his or her high school graduation class.

LEGAL REF.: PRESSPlus1

McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.

Family Educational Rights and Privacy Act, 20 U.S.C. §1232.

Illegal Immigrant and Immigrant Responsibility Act of 1996, 8 U.S.C. §1101.

Individuals With Disabilities Education Improvement Act, 20 U.S.C. §1400 et seq.

Rehabilitation Act, Section 504, 29 U.S.C. §794.

105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/26-1, 5/26-2, 5/27-8.1, 10/8.1, 45/.

325 ILCS 50/ and 55/.

410 ILCS 315/2e.

20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.

23 Ill.Admin.Code Part 226, Special Education.

23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 7:60 (Residence), 7:340 (Student Records)

ADOPTED: September 3, 2008

PRESSPlus Comments

PRESSPlus 1. The Legal References have been updated. **Issue 98, May/June 2018**

Document Status: Draft Update

STUDENTS

7:340 Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. [PRESSPlus1](#) The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but a parent/guardian shall have the right to object to the release of information regarding his or her child. However, the District will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the student's parent/guardian. Upon request, the District discloses school student records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law.

The Superintendent shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

LEGAL REF.:

Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g implemented by 34 C.F.R. Part 99.

Children's Privacy Protection and Parental Empowerment Act, 325 ILCS 17/.

105 ILCS 5/10-20.21b, 5/20.37, 5/20.40, and 5/14-1.01 et seq.

105 ILCS 10/, Illinois School Student Records Act.

50 ILCS 205/7.

750 ILCS 5/602.11.

23 Ill.Admin.Code Parts 226 and 375.

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:50 (School Admissions/Eligibility for Services), 7:220 (Bus Conduct)

ADOPTED: ~~_____~~ January 25, 2018

Question 1. See Comment PRESSPlus 1. If the Board has adopted the additional optional sentence, type Yes and select Adopted as Presented as the Save Status. If no, type No and select Not Adopted as the Save Status.

Answer:

PRESSPlus Comments

PRESSPlus 1. 23 Ill.Admin.Code §375.10, amended at 45 Ill. Reg. 5899, provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board wants to allow this, insert:

A student or the student's parent/guardian may request, in writing, that scores received on college entrance examinations be included on the student's academic transcript.

See **Question 1** to indicate whether the Board has adopted this optional sentence.

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase “student, parent or person who enrolled the student,” student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to “a person who enrolled the student” (though that person is typically a parent or guardian).

If a board allows for the inclusion of college entrance examination scores on academic transcripts, amend the district’s notification to parents/guardians and students of their school student records rights with the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5), amended at 45 Ill. Reg. 5899. See 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student’s School Records*, for an example.

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