

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT 23 WORKING COMMITTEE MEETING
WEDNESDAY, MARCH 6, 2024
GRODSKY ADMINISTRATION BUILDING
700 N SCHOENBECK RD
PROSPECT HEIGHTS, IL 60070 at 11:30 AM**

Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.

AGENDA

- | | |
|---|---|
| I. Call to Order | |
| II. Roll Call | |
| III. Working Items | |
| A. Fund Balance Policy Discussion and DRAFT | 2 |
| B. Therapy Dog - Policy and Procedures Review | 4 |
| C. IGA - Sharing Video with Police | 8 |
| IV. Adjournment | |

DISTRICT ORGANIZATIONAL GOALS

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



Prospect Heights School District 23
Board of Education
Policy/Finance Committee - Discussion Item

Date: March 4, 2024

Subject: Recommendation for a Clarification to the Fund Balance Policy 4:20

Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations

BACKGROUND:

Following the District’s conversion to a modified accrual basis of accounting, Administration continues to look for additional opportunities to increase transparency in its financial reporting and policies. In doing so, it was determined that the current Board of Education Policy 4:20 on Fund Balances required some clarification with regard to funds used in the determination of “Operational Funds”.

In speaking with Baker Tilly, “Operating Funds” means different funds in different scenarios, and to different districts. There are also differing considerations as to the term “Operating Funds” in varying legislation and in what the bond rating agencies use. What is important is that the District 23 Board of Education and its Administration agree on what is included in the term “operating funds” and consistently measures, moving forward.

ISBE currently uses several funds based on different circumstances as noted in the Financial Profile Score calculation, primarily the Education Fund (10), Operations & Maintenance Fund (20), Transportation Fund (40) and Working Cash Fund (70). The one caveat to the utilization of the Working Cash Fund is in the event that a debt issuance takes place and the funds are not transferred out and into the Capital Projects Fund (60) (via Fund 20). This inaction would have an impact on the ratio of fund balances.

The Board will strive to adopt a balanced annual operating budget. To the extent that the Board determines that a balanced operating budget would result in expenditure reductions that would impact the educational program of the District, the District may adopt a budget wherein anticipated expenditures exceed anticipated revenues with the deficit being supported by fund balances.

Administration and the Board will continue to monitor the District's Illinois State profile score and comply with defined State requirements for financial management to maintain the District's score of Financial Recognition.

Administration will adhere to a target, though aspirational, goal of 40-45% Operational Fund Balances. In alignment with ISBE, the following funds will be utilized when calculating the fund balance ratio - 10, 20, 40, and 70. Working Cash funding already allocated for capital projects is to be transferred out as quickly as possible while retaining at least a balance of 0.05% of EAV in the Fund.

The establishment of tiers of Fund Balances and correlating Board of Education involvement as shown below will serve as an over-arching guide in directing and facilitating discussions and actions in developing more strategic measures to fend off any downgrade in the District’s status of Financial Recognition.

OPERATIONAL FUND BALANCE LEVEL	BOE ACTION
35% and above	No Action
30 - 35%	Admin. & Finance Discussion
Below 30%	Admin. & BOE Development of a Plan to Address

As the Administration meets with the Finance Committee regularly to provide updates on trends and actuals in its revenues and expenditures, transparent communication is essential in the success of this strategy. Ongoing discussions with our financial advisors, review and refinement of our projection models and constant monitoring of available fund balances while taking into account upcoming obligations will help to maintain the District’s fund balances. As a measure, Should the Fund Balances dip below 30% following the completion of the prior fiscal year's audit, corrective actions by both the BOE and Administration may be taken, in the form of budgetary adjustments in order to adjust and increase projected fund balances moving forward.

PROPOSED 2024-25 FUND BALANCE POLICY LANGUAGE:

Current Policy:

The Superintendent or designee shall maintain fund balances adequate to ensure the District's ability to maintain levels of service and pay its obligations in a prompt manner, in spite of unforeseen events or unexpected circumstances. The Superintendent or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

The School District seeks to maintain an operating fund balance to operating fund expenditure ratio equal to or greater than 33%. The School Board may direct Administration to prepare a debt reduction plan should fund balances fall below the designated range.

Proposed Policy:

The Superintendent or designee shall maintain fund balances adequate to ensure the District's ability to maintain levels of service and pay its obligations in a prompt manner, in spite of unforeseen events or unexpected circumstances. The Superintendent or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

The School District seeks to maintain an operating fund balance to operating fund expenditure ratio equal to or greater than 33%, when including funds 10, 20, 40 and 70 (in alignment with ISBE). The School Board may direct Administration to prepare a debt reduction plan should fund balances fall below the designated range.

CONCLUSION

The Administration recommends the approval of the proposed changes to Fund Balance Policy 4:20.

Instruction

Exhibit - Guidelines for Service Animals in School Facilities

For use by Superintendent and Building Principal only.

This exhibit’s guidelines are not intended for use as an agreement between the District and its students and their parents/guardians as a condition of the student using a service animal. It is intended for use by the Building Principals to:

1. Ensure that the legitimate safety interests of staff and students are met,
2. Inform their individual building staff of these guidelines when service animals are present in their individual buildings, and
3. Request that staff members inform the Building Principal if they observe a service animal that is not meeting any of the listed guidelines.

These guidelines are not based on speculation, stereotypes, or generalizations about students with disabilities. Each guideline includes an explanation based upon State and federal law with legal citations and resources that provide further information.

The animal is *individually trained* to perform tasks for the benefit of a student with a disability.

Explanation	Legal Citation(s) and Resources
<p>A service animal must perform work or an individualized task(s) for the benefit of a student with a disability. When it is not obvious what service the service animal provides, only the following questions may be asked:</p> <ol style="list-style-type: none"> 1. Is the animal a service animal required because of a disability? 2. What work or task has the service animal been trained to perform? 	<p>105 ILCS 5/14-6.02 requires the service animal to be <i>individually trained</i> to perform tasks for the benefit of a student with a disability.</p> <p>28 C.F.R. §§35.104 and 35.136 mirror state law and require that the work or tasks performed by a service animal be directly related to the student's disability. Section 36.104 defines work or tasks, which include but are not limited to, assisting a student who is blind or has low vision with navigation and other tasks; alerting a student who is deaf or hard of hearing to the presence of people or sounds; providing non-violent protection or rescue work; pulling a wheelchair; assisting a student during a seizure; alerting a student to the presence of allergens; retrieving items such as medicine or the telephone; providing physical support and assistance with balance and stability to a student with mobility disabilities; and helping a student with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. Note: Providing emotional support, well-being, comfort, companionship or being present to deter criminal behaviors does not satisfy the requirement to “perform work or tasks.”</p>

The animal has a current rabies vaccination tag.

Explanation	Legal Citation(s) and Resources
<p>A service animal must have a current rabies vaccination and tag for the safety interests of all individuals in the school environment.</p> <p>School officials must always assume that the service animal is properly licensed.</p>	<p>510 ILCS 5/8 requires a current rabies vaccination, which is verified through a current rabies vaccination tag. Because State law requires animals to receive this vaccination, it is a legitimate safety requirement that is based upon an actual risk for the service animal to access school facilities. 28 C.F.R. §35.130(h).</p> <p>Federal law does not allow the District to ask for proof of a license. This is true even when local municipalities, cities, or villages within the District’s boundaries have additional registration requirements. The U.S. Dept. of Justice opines that unlicensed animals do not pose the same safety concern as those that are not vaccinated, i.e., the fundamental nature of the school environment is not affected by failing to obtain a license. The District may call animal control if there is a legitimate suspicion that the animal is not licensed, and the animal’s owner may then be subject to a fine. However, the animal must still be allowed in the school.</p>

The handler(s) may lawfully:

- 1. Be on school property, and**
- 2. Have contact with children.**

Explanation	Legal Citation(s) and Resources
<p>The animal handler must not be a person who is a <i>sex offender</i>, as defined by the Sex Offender Registration Act, or a <i>violent offender against youth</i>, as defined in the Murderer and Violent Offender Against Youth Registration Act.</p>	<p>720 ILCS 5/11-9.3 prohibits a child sex offender from being present on school property when persons under the age of 18 are present. Because this requirement is State law, it is a legitimate safety requirement based upon an actual risk for the service animal’s handler to access school facilities. 28 C.F.R. §35.130(h).</p> <p>The U.S. Dept. of Justice opines that a service animal’s handler should be treated the same as the District treats all other resource persons and volunteers. Note: Some Board of Educations forbid the use of convicted felons as volunteers.</p> <p>Board policy 6:250, <i>Community Resource Persons and Volunteers</i>, requires the Superintendent to establish procedures for securing and screening resource persons and volunteers. 6:250-AP, <i>Securing and Screening Resource Persons and Volunteers</i>, requires criminal history records checks for individuals who work in direct contact with students or where a check would be prudent.</p>

The animal is under the control of the handler and housebroken.

Explanation	Legal Citation(s) and Resources
<p>A service animal must be under the control of its handler.</p> <p>A service animal must be housebroken.</p>	<p>Federal law allows exclusion of a service animal from the school environment when its handler is not able to take effective action to control the animal or the animal is not housebroken. The U.S. Dept. of Justice opines that one accident, however, will not be sufficient for exclusion of a service animal. 28 C.F.R. §35.136.</p> <p>For more examples and explanation regarding effective action to control a service animal and whether an animal is housebroken, see Americans with Disabilities Act, Title II Regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, <i>2010 Guidance and Section-by-Section Analysis</i> at: www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm .</p>

DATED: February 11, 2021

Instruction

Exhibit - Student Permission for Exposure to Animals(s)

To be used when animal(s) are brought into the classroom or learning center for educational purposes.

Student: _____ Grade/Teacher: _____

Dear Parent(s)/Guardian(s):

As allergies, asthma, immune problems, and/or other health concerns may make animal contact inappropriate for some students, District guidelines require prior parent/guardian permission for student contact with animal(s) in school.

On (insert date) , the following animal(s) will visit my classroom for educational purposes:

- | | | | |
|------------------------------|---------------------------------|----------------------------------|---|
| <input type="checkbox"/> Cat | <input type="checkbox"/> Bird | <input type="checkbox"/> Ferret | <input type="checkbox"/> Guinea Pig |
| <input type="checkbox"/> Dog | <input type="checkbox"/> Rabbit | <input type="checkbox"/> Hamster | <input type="checkbox"/> Reptile or amphibian |
| <input type="checkbox"/> Rat | <input type="checkbox"/> Mouse | <input type="checkbox"/> Gerbil | <input type="checkbox"/> Other _____ |

The following animals are prohibited in schools: venomous or toxin-producing animals (e.g., certain spiders, insects, reptiles, and amphibians), wild or exotic animals, mammals at high-risk for transmitting rabies (e.g., bats, raccoons, skunks, foxes, and coyotes), non-human primates, stray animals, or aggressive/unpredictable animals.

The Building Principal or designee will ensure that the District’s *Guidelines for Using Animals in School Facilities* are followed. You may find these *Guidelines* in the school office. I will also supervise the entire student-animal contact session, have a clean and disinfected area for showing the animal(s), not allow food or drink in the animal showing area, and appropriately dispose of animal waste. **Under no circumstances are students allowed to clean cages or handle animal waste.**

Please complete and return this form to me by (insert date) . If you have any questions or concerns, please feel free to contact me at (insert contact information) .

To Be Completed by Parent/Guardian:

- I **do** permit my student identified above to be exposed to the animal(s) listed above. I further agree to indemnify and hold harmless the School District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of my student’s exposure to the animal(s) listed above.
- I **do not** permit my student identified above to be exposed to the animal(s) listed above. I understand that when the animal(s) listed above are present, my student will be excused from classroom attendance without penalty and given an alternative educational activity.

Parent/Guardian Name *(please print)*

Parent/Guardian Signature

Date

DATED: February 11, 2021

**AGREEMENT & CONSENT TO INSTALL AND ACCESS
VIDEO SURVEILLANCE SYSTEMS**

THIS AGREEMENT AND CONSENT is made by the Board of Education of Township High School District 214, Cook County, Illinois (“**Owner**”), the owner or operator of Forest View Educational Center and John Hersey High School (“**School**”) located at 2121 S. Goebbert Road, Arlington Heights, Illinois and 1900 E. Thomas Street, Arlington Heights, Illinois (“**Property**”) as of this _____ day of _____, 2023.

WHEREAS, the Village of Arlington Heights (“**Agency**”) provides the School with emergency services, including police, fire, and paramedic services, as such are needed from time to time; and

WHEREAS, Owner has caused a privately-owned video surveillance camera system (“**System**”) to be installed throughout the School and Property to aid in the safety and security of Owner, and its employees, customers, residents, and property; and

WHEREAS, the System has the capability to share video from the School with designated third-parties, including the Agency’s Police Department; and

WHEREAS, Owner desires in specific circumstances as provided in this Agreement to share information quickly from the System with the Agency’s Police Department, allowing critical decisions to be made using real time awareness of such a situation; and

WHEREAS, this Agreement has as its objective the collaboration and participation of the Agency and Owner (collectively, the “**Parties**”) for the safety and security of those who are at Owner’s School and Property, and for this reason this Agreement facilitates the establishment of channels of communication and sharing of video sources that permit the creation and interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for the Agency’s Police Department on behalf of Owner;

NOW, THEREFORE, Owner hereby acknowledges and agrees as follows:

1. The foregoing Recitals are made a part hereof and incorporated into this Agreement.
2. Owner represents and warrants that they are the sole owner of the School and have the right to enter into this Agreement.
3. Cameras and Video Access:
 - a. In the case of Camera Registry, the location of Owner’s video sources is granted to the Agency.
 - b. In the case of video integration, video access is granted by Owner to video sources designated by Owner that are owned by or under management by Owner.

- c. Cameras that are shared with the Agency by the Owner must also be approved by the Agency as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Owner, the School, and the Property.
- d. Owner's cameras will not be routinely monitored in real-time by the Agency. Video sharing by Owner with the Agency is intended to be done when viewing is necessary for the Agency to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School property and in the spirit of partnership for improved situational awareness and efficiency of law enforcement purpose or emergency response by the Agency. The Owner's cameras shall not be used by Agency for routine monitoring or review of potential criminal conduct that does not impose an immediate security or safety risk at the School.
- e. Video access by the Agency does not constitute commitment on the part of the Agency that video will be viewed in emergencies or when requested by Owner.

4. Control and Access to System:

- a. Owner is the sole owner of the video at the time it is created by the System.
- b. The fususCORE device is connected to the System to act solely as a secure buffered video gateway. It is the means through which the Agency accesses video from the System for law enforcement or emergency purposes.
- c. The Agency has no access to or custody over video contained on the fususCORE at any time prior to making a digital request for video access via the fususONE software interfacing with the fususCORE. The purpose of this request is to allow the Agency access to the video for law enforcement or emergency purposes and consistent with the level of access granted to the video by Owner to the Agency. Video shall not be stored on any fususCORE system or Agency device for more than 48 hours, unless approved by Owner in writing.
- d. Once requested from Owner through fususONE, the video is transferred from the fususCORE into a cloud hosted environment which adheres to FBI Criminal Justice Information Services ("**CJIS**") standards and complies with applicable laws governing the storage, access, and dissemination of evidentiary data.

5. Agency's Representations:

- a. The Agency will only access video sources designated by Owner for fusion into Agency's video software.
- b. The Agency will not share access to Owner's camera locations or views with members of the public, or outside of the Agency, without the prior written consent of Owner.
- c. Individuals authorized to view images created by the video software shall be limited to the Agency Police Chief, Agency Police Department employees authorized by the

Chief or, in the absence of the Chief, the Chief's designee ("Authorized Viewers"). The City shall not permit any individual, including Authorized Viewers, to view images created by the School digital cameras on a routine basis. Authorized Viewers shall only view real time images created by the School digital cameras when viewing is necessary for the Agency to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School property. The Agency shall not create or retain any recordings of the School's digital images unless the Superintendent of the School or the Superintendent's designee consents to such retention. If the City receives a Freedom of Information Act request for any School digital images, the City shall immediately notify the School and work in good faith with the School before responding to the Freedom of Information Act request.

- d. Authorized login metadata will be tracked and logged.
 - e. The Agency will ensure any employee responsible for video access is trained on system use and security of access.
 - f. The Agency will direct any inquiries related to Owner or Owner's System to the appropriate designee as indicated by Owner pursuant to this Agreement.
 - g. The images created on the School's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2 or Section 375.10 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become student records if subsequently used by the School in a student disciplinary matter. If that is the case, the School shall notify the Agency Police Chief and the Agency shall erase any images that the Agency has retained and that have become school student records, unless such images are part of an active police investigation into actual or suspected criminal activity.
6. Owner will provide the Agency at least one point of contact with a basic understanding of Owner's inventory and locations of surveillance cameras as may be required for video registration or integration. In the case of video integration, typical configuration should take less than one hour and may require installation of additional hardware at the School. Owner will provide information needed by the Agency for the system to operate; including but not limited to, camera make, model, IP address, and System and/or associated DVR/NVR login information.
7. Nothing in this Agreement creates any special duty on the part of the Agency or the Agency's first responders to provide additional services, aid, or support beyond that provided to all residents, businesses and visitors of and to the Village. The decision to access the System remains at all times within the sole discretion of the Agency and the Agency will not be liable to Owner for any alleged failure to access the System, any decision not to access the System, or for providing emergency services to a greater or lesser extent than those offered to any other resident or property owner within the Village.

8. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.
9. This Agreement will take effect upon signing by both Parties and shall remain in effect for a period of five years from that date unless earlier terminated. This Agreement will automatically renew at the end of each five-year period, unless terminated as provided below.
10. Either Party may terminate this Agreement at any time and for any reason by giving written notice to the other Party.
11. Neither party may assign or transfer all or any portion of this Agreement without the prior written consent of the other party.
12. The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties.
13. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
14. This Agreement constitutes the entire agreement between Owner and the Agency with respect to the subject matter of this Agreement, and there are no representations, conditions, warranties, or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than contained herein.

OWNER

Name:

Signature:

Date:
