

PRESS Plus 88 Attorney's Notes –

**Colette:**

I reviewed policy 3:40, 3:50, 3:60, 6:15 and 6:40 and the revisions suggested by PRESS are all fine.

**Belinda:**

5:40: This change is OK to adopt.

5:120: I suggest that the Board adopt the changes; the change accurately quotes the statute.

5:180: This change is OK to adopt, although it is unnecessary.

5:270: This change is OK to adopt.

5:290: I suggest the Board adopt the changes, which provide that the district will follow the law or applicable CBA when reducing staff.

Although not referenced as a change, I suggest that the Board delete the following paragraph, in its entirety, from this policy:

“Employees who are employed annually or have a contract, or otherwise have a legitimate expectation of continued employment, may be dismissed:....”

This paragraph is unnecessary and may be interpreted to give an employee an expectation of continued employment that the employee otherwise would not have, especially where the employee is an at-will employee. Also, the phrase “legitimate expectation of continued employment” is ambiguous and open to interpretation. Finally, as written, this paragraph seems to arguably limit an employer’s right to dismiss employees at times other than mid-year and at the end of the year. I suggest that the Board remove it.

**Gene:**

Please note that 4:45 (Press Plus 87) and 5:330 (Press Plus 80 and 86) have yet to be updated. Below are the notes that pertain to both policies . . .

4:45 Modifications OK, but note that these proposals include optional language regarding a possible IGA with the Comptroller. Postponing until Carol reviews Option.

5:330 The suggested revision (AP2) is advisable. I would not add in the optional comments in AP1 and AP3.

# REWRITTEN

2:250

## School Board

### Access to District Public Records

Full access to the District's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Superintendent or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the District's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of the District's response.

Comment [AP1]: This sentence allows a board to monitor the district's compliance with FOIA, which FOIA calls a *fundamental obligation* of the board.  
Issue 88, May 2015

### Freedom of Information Officer

The Superintendent shall serve as the District's Freedom of Information Officer and assumes all the duties and powers of that office as provided in FOIA and this policy. The Superintendent may delegate these duties and powers to one or more designees, but the delegation shall not relieve the Superintendent of the responsibility for the action that was delegated.

Comment [AP2]: OPTION 1: A board may alter this paragraph in one of three ways:  
A. Insert another job title in place of Superintendent. If so, please indicate on your Response Form or include district edits.  
B. Replace paragraph with: "The Board will appoint an employee to serve as the District's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy."  
C. Replace paragraph with: "The Superintendent shall appoint an employee, who may be himself or herself, to serve as the District's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy."  
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### Definition

The District's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary material pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the School District.

### Requesting Records

A request for inspection and/or copies of public records must be made in writing and may be submitted by personal delivery, mail, telefax, or email directed to the District's Freedom of Information Officer. Individuals making a request are not required to state a reason for the request other than to identify when the request is for a commercial purpose or when requesting a fee waiver. The Superintendent or designee shall instruct District employees to immediately forward any request for inspection and copying of a public record to the District's Freedom of Information Officer or designee.

Comment [AP3]: OPTION 2: Districts may, but are not required to, accept oral requests. The response to an oral request should be documented. Add this option after the first sentence if the district wants to accept oral requests: "Oral requests may be accepted provided personnel are available to handle them."  
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### Responding to Requests

The Freedom of Information Officer shall approve all requests for public records unless:

1. The requested material does not exist;
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; or
3. Complying with the request would be unduly burdensome.

Within 5 business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA. The Freedom of Information Officer may extend the time for a response for up to 5 business days from the original due date. If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made, or agree with the person in writing on a compliance period.

Comment [AP4]: This sentence is changed to help prevent inadvertent FOIA violations caused by staff members who informally respond to record requests.  
Issue 88, May 2015

The time periods are extended for responding to requests for records made for a *commercial purpose*, requests by a *recurrent requester*, or *voluminous requests*, as those terms are defined in Section 2 of FOIA. The time periods for responding to those requests are governed by Sections 3.1, 3.2, and 3.6 of FOIA.

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request.

#### Fees

Persons making a request for copies of public records must pay any and all applicable fees. The Freedom of Information Officer shall establish a fee schedule that complies with FOIA and this policy and is subject to the Board's review. The fee schedule shall include copying fees and all other fees to the maximum extent they are permitted by FOIA, including without limitation, search and review fees for responding to a request for a *commercial purpose* and fees, costs, and personnel hours in connection with responding to a *voluminous request*.

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse the District's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case shall the copying fees exceed the maximum fees permitted by FOIA. If the District's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as the District's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a *voluminous request*, as defined in FOIA.

A fee reduction is available if the request qualifies under Section 6 of FOIA. The Freedom of Information Officer shall set the amount of the reduction taking into consideration the amount of material requested and the cost of copying it.

Comment [AP5]: Time periods are now extended for *voluminous requests*.

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Comment [AP6]: This section is amended to increase efficiency and avoid paraphrasing a complex law. The first paragraph authorizes the FOIA Officer to establish a fee schedule without needing the board's prior approval. Section 6(a) states: "If a request is not a request for a commercial purpose or a voluminous request, a public body may not charge the requester for the costs of any search for and review of the records or other personnel costs associated with reproducing the records." This implies that a search and review fee may be charged when responding to a request for a *commercial purpose* or a *voluminous request*. However, Sec. 6(b) states that the search and review fee described in Sec. 6(f) may be charged *only* to someone making a *commercial request*. Sec. 6(f) contains the maximum amounts that may be charged for search and review but does not explain when they may be charged.

The FOIA Officer will need to consult the board attorney concerning fees.

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Comment [AP7]: This sentence is added to increase efficiency. To see the FOIA fee schedule, refer to 2.250-AP1, *Access to and Copying of District Public Records*.

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Comment [AP8]: 5 ILCS 140/6(c) makes it mandatory to furnish records "without charge or at a reduced charge" if the request is in the *public interest* as defined by FOIA.  
**OPTION 3:** If a board wants to indicate when a reduction is available by paraphrasing the statute, it may substitute the following alternative for the default paragraph:  
"A fee reduction is available if the person requesting the record states a specific purpose for the request and indicates that a fee reduction is in the public interest by having as its principal purpose the preservation of the general public's health, safety, welfare, or legal rights and is not for the principal purpose of personal or commercial benefit. The Freedom of Information Officer shall set the amount of the reduction, taking into consideration the amount of material requested and the cost of copying it."

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Provision of Copies and Access to Records

A public record that is the subject of an approved access request will be available for inspection or copying at the District's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer.

Many public records are immediately available from the District's website including, but not limited to, the process for requesting a public record. The Freedom of Information Officer shall direct a requester to the District's website if a requested record is available there. If the requester is unable to reasonably access the record online, he or she may resubmit the request for the record, stating his or her inability to reasonably access the record online, and the District shall make the requested record available for inspection and copying as otherwise provided in this policy.

Preserving Public Records

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

LEGAL REF.: 5 ILCS 140/, Illinois Freedom of Information Act,  
105 ILCS 5/10-16 and 5/24A-7.1,  
820 ILCS 40/11,  
820 ILCS 130/5.

CROSS REF.: 2:140 (Communications To and From the Board), 5:150 (Personnel Records),  
7:340 (Student Records)

ADOPTED:

Compare to current policy 2:250, or consider adding to your manual if not currently included.

Comment [AP9]: OPTION 4: Public bodies may adopt rules for the times and places where records will be made available (5 ILCS 140/3(h)). A board may amend this sentence to reflect other times and/or places where records will be made available. If so, please indicate on your Response Form or include district edits.

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Comment [AP10]: OPTION 5: A district may reduce FOIA requests by posting records on its website. Many records are required to be web-posted, see 2:250-E3, *Immediately Available District Public Records and Web-Posted Reports and Records*. If the district does not have a website, change this sentence as follows: "Some public records are available for immediate access including a description of the process for requesting a public record, and a list of all types or categories of records under its control."

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Comment [AP11]: The last two sentences in this paragraph are added in response to 5 ILCS 140/8.5, added by P.A. 98-1129.

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# DRAFT UPDATE

## General School Administration

### Superintendent

#### Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of the District schools in accordance with Board of Education policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Superintendent is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities. The Superintendent may delegate to other District staff members the exercise of any powers and the discharge of any duties imposed upon the Superintendent by Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action that was delegated.

#### Qualifications

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent ~~shall~~ **must** have **and maintain** a ~~valid administrative certificate~~ **Professional Educator License** with the superintendent endorsement issued by the Illinois State Educator Preparation and Licensure Board.

#### Evaluation

The Board will evaluate, at least annually, the Superintendent's performance and effectiveness, using standards and objectives developed by the Superintendent and Board that are consistent with the Board's policies and the Superintendent's contract. A specific time should be designated for a formal evaluation session with all Board members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Superintendent shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

#### Compensation and Benefits

The Board and the Superintendent shall enter into an employment agreement that conforms to Board policy and State law. This contract shall govern the employment relationship between the Board and the Superintendent. The terms of the Superintendent's employment agreement, when in conflict with this policy, will control.

**Comment [AP1]:** Policy language was edited in response to amendments that the Ill. State Board of Education (ISBE) made to 23 Ill. Admin. Code Part 25. Part 25 continues to incorporate P.A. 97-607, which changed teacher certification to educator licensure as of July 1, 2013.

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# ***DRAFT UPDATE***

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, ~~21-7.1~~, 5/21B-20, 5/21B-25,  
5/24-11, and 5/24A-3.  
23 Ill.Admin.Code §§1.310, 1.705, and 29.130.

CROSS REF: 2:20 (Powers and Duties of the Board of Education), 2:130 (Board-  
Superintendent Relationship), 2:240 (Board Policy Development), 3:10 (Goals  
and Objectives)

ADOPTED: ~~June 27, 2012~~

# DRAFT UPDATE

## General School Administration

### Administrative Personnel Other Than the Superintendent

#### Duties and Authority

The School Board establishes District administrative and supervisory positions in accordance with the District's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Superintendent's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

Comment [AP1]: Sentence added for clarity

Issue 88, May 2015

#### Qualifications

All administrative personnel shall be appropriately ~~certificated~~licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education ~~rules~~rules.

#### Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

Administrators shall annually present evidence to the Superintendent of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Superintendent.

#### Administrative Work Year

The work year for administrators shall be the same as the District's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Superintendent. All administrators shall be available for work when their services are necessary.

#### Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Board will consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board no later than the March Board meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewal issues.

Comment [AP2]: This paragraph is relocated from policy 3.60, *Administrative Responsibility of the Building Principal*. For more information regarding administrator contracts, see footnote 7 in the Policy Reference Manual Sample of policy 3.50.

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Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

# ***DRAFT UPDATE***

LEGAL REF: 105 ILCS 5/10-21.4a, ~~21-7-15/10-23.8a~~, ~~24A-15/10-23.8b~~, ~~24A-3, 5/24A-45/21B~~,  
and 5/24A. ~~-20~~  
23 Ill.Admin.Code §§1.310, ~~1.705~~, and ~~1-705~~50.300: and ~~Parts 25 and 29~~.

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 5:30 (Hiring  
Process and Criteria), 5:250 (Leaves of Absence)

ADOPTED: ~~May 3, 2011~~



# DRAFT UPDATE

Urbana School District Number 116

3:60

## General School Administration

### Administrative Responsibility of the Building Principal

#### Duties and Authority

The Board of Education, upon the recommendation of the Superintendent, employs Building Principals as the chief administrators and instructional leaders of their assigned schools, and may employ Assistant Principals. The primary responsibility of a Building Principal is the improvement of instruction. Each Building Principal shall perform all duties as described in State law as well as such other duties as specified in his or her employment agreement or as the Superintendent may assign, that are consistent with the Building Principal's education and training.

**Comment [AP1]:** Subheads were added to enhance readability and to refer to policy 3.50, *Administrative Personnel Other Than the Superintendent*.

Issue 88, May 2015

~~The Board and each Building Principal and Assistant Principal shall enter into an employment agreement that conforms to Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.~~

**Comment [AP2]:** This paragraph was relocated to policy 3.50, *Administrative Personnel Other Than the Superintendent*.

Issue 88, May 2015

Each Building Principal and Assistant Principal shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant principal.

#### Evaluation Plan

The Superintendent or designee shall implement an evaluation plan for Principals and Assistant Principals that complies with Section 24A-15 of the School Code and relevant Illinois State Board of Education rules. Using that plan, the Superintendent or designee shall evaluate each Building Principal and Assistant Principal. The Superintendent or designee who holds a type 75 state administrative certificate may conduct additional evaluations.

#### Qualifications and Other Terms and Conditions of Employment

Qualifications and other terms and conditions of employment are found in Board policy 3:50, *Administrative Personnel Other Than the Superintendent*.

LEGAL REF.: 10 ILCS 5/4-6.2.  
105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15.  
105 ILCS 127.  
23 Ill.Admin.Code Parts 35 and 50, Subpart D.

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 5:250 (Leave of Absence)

ADOPTED: **June 17, 2014**

# DRAFT UPDATE

Urbana School District Number 116

4:45

## Operational Services

### Insufficient Fund Checks and Debt Recovery

The Superintendent or designee may collect up to the maximum fee authorized by State law for returned checks written to the District that are not honored upon presentation to the respective bank or other depository institution for any reason. The Superintendent is authorized to contact the ~~District's Board~~ Attorney whenever necessary to collect the returned check amount, fee, collection costs and expenses, and interest.

### Delinquent Debt Recovery

The Superintendent is authorized to seek collection of delinquent debt owed the District to the fullest extent of the law.

To participate in the ~~A~~ Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC) in the future. To participate in it, an intergovernmental agreement (IGA) between the District and the IOC must be in existence. The IGA establishes the terms under which the District may refer a delinquent debt owed it over to the IOC for an offset (deduction). Then IOC may execute an offset of, in the amount of the delinquent debt owed to the District, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Superintendent or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Superintendent or designee is responsible, without limitation, for each of the following:

1. Providing a District-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (claim) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim. An individual or entity challenging a claim shall be provided an informal proceeding to refute the claim's existence, amount, or current collectability; the decision following this proceeding shall be reviewable. If a waiver of student fees is requested as a challenge to paying the claim, and the waiver of student fees is denied, an appeal of the denial of a fee waiver request shall be handled according to 4:140, Waiver of Student Fees. If no waiver of student fees is requested, reviews regarding payment of the claim shall be handled according to this policy before certification to the IOC for offset.
2. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
3. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.: 15 ILCS 405/10.05 and 10.05d.  
810 ILCS 5/3-806.

ADOPTED: January 19, 2010

**Comment [AKL1]:** This policy is renamed and updated; its Legal References are also updated. A section is added for **Delinquent Debt Recovery**. It authorizes the superintendent to seek collection of delinquent debt owed the district. The rest of the new section concerns the district's participation in an Offset Program operated by the Ill. Office of the Comptroller for collecting debt owed to school districts from persons receiving payments from the State. 15 ILCS 405/10.05 and 10.05d, amended by P.A. 97-632.  
**Issue 80, October 2012**

**Comment [AP2]:** This language was modified to allow more flexibility for the superintendent to charge less than the maximum fee for an insufficient funds check. Boards choosing to allow this flexibility should discuss equal protection issues with the board attorney.

**OPTION 1:** Boards that wish to charge the maximum fee in all circumstances should delete the words "up to" in the first sentence.

**Issue 87, October 2014**

**Comment [AP3]:** Edited for clarity.

**Issue 88, May 2015**

**Comment [AP4]:** This paragraph is edited to further clarify that an intergovernmental agreement with the Illinois Office of the Comptroller (IOC) is currently unavailable.

**Issue 88, May 2015**

**Comment [AKL5]:** For Boards that are interested in entering the Illinois Office of the Comptroller's Local Debt Recovery Program, this section was updated to clarify what districts need to do to enter the program. Adopting these materials will not enroll a District or ensure entry into the IOC's Local Debt Recovery Program. Contact your school board attorney for legal advice about possible entry into the Program. If the District has any interest in entering this program, this language should remain in this policy.

**OPTION 2:** Other methods to collect delinquent debts owed to the school district exist, i.e., small claims court, private collection agencies, etc. If the District has decided not to enter the IOC's Local Debt Recovery Program, everything but the first sentence under the Delinquent Debt Recovery subhead should be deleted.

**Issue 87, October 2014**

# DRAFT UPDATE

Urbana School District Number 116

5:40

## General Personnel

### Communicable and Chronic Infectious Disease

The Superintendent or designee shall develop and implement procedures for managing known or suspected cases of a communicable and chronic infectious disease involving District employees that are consistent with State and federal law, Illinois Department of Public Health rules, and Board of Education policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the Superintendent immediately and grant consent to being monitored by the District's Communicable and Chronic Infectious Disease Review Team. The Review Team, if used, provides information and recommendations to the Superintendent concerning the employee's conditions of employment and necessary accommodations. The Review Team shall hold the employee's medical condition and records in strictest confidence, except to the extent allowed by law.

An employee with a communicable or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; 29 C.F.R. §1630.1 et seq., amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325.  
Rehabilitation Act of 1973, 29 U.S.C. §791; 34 C.F.R. §104.1 et seq.  
Department of Public Health Act, 20 ILCS 2305/6.  
105 ILCS 5/24-5.  
Personnel Record Review Act, 820 ILCS 40/.  
Control of Communicable Diseases, 77 Ill.Admin.Code Part 690.

CROSS REF.: 2:150 (Committees), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

ADOPTED: ~~May 3, 2011~~

Comment [AP1]: The policy and Legal References are updated.

Issue 88, May 2015

Comment [AP2]: New language in the footnote for this paragraph states: Whether the Communicable and Chronic Infectious Disease Review Team (CIDRT) is an administrative committee organized by the superintendent and/or administrators or a board committee subject to the Open Meetings Act must be discussed with the board attorney (see also 2:150-AP, *Superintendent Committees*). The CIDRT is guided by the Board's policies, Ill. Dept. of Public Health rules and regulations, and all other applicable State and federal laws. The CIDRT also consults the employee's personal physician and local health department officials before making any recommendations.

# DRAFT UPDATE

## General Personnel

### Ethics and Conduct

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. Any employee who sexually harasses a student or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:

1. Superintendent;
2. Building Principal;
3. Head of any department;
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement agreement(s), in the amount of \$1,000 or greater.
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Comment [AP1]: Edited to enhance clarity.

Issue 88, May 2015

### Ethics and Gift Ban

School Board policy 2:105, *Ethics and Gift Ban*, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

### Prohibited Interests, Limitation of Authority, and Outside Employment and Conflict of Interest

~~No District employee~~ In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale, proceeds, or profits of any article-bybook, apparatus, or furniture used or to the District be used in any school with which such officer or teacher may be connected." except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the School Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

Comment [AP2]: This section is changed to quote the statute because the statute does not define important terms, making it difficult to paraphrase. No appellate decision defines *school officer* or *apparatus*, or what is meant by *connected*. The statute was enacted in 1961, but earlier versions were in the School Code much longer. A violation of this prohibition is a Class A misdemeanor.

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For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District.

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

# ***DRAFT UPDATE***

LEGAL REF.: U.S. Constitution, First Amendment.  
5 ILCS 420/4A-101 and 430/  
50 ILCS 135/  
105 ILCS 5/10-22.39, and 5/22-5, and 5/24-22.  
775 ILCS 5/5A-102.  
23 Ill.Admin.Code Part 22, Code of Ethics for Illinois Educators.  
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).  
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban); 5:100 (Staff Development Program)

ADOPTED: ~~December 14, 2010~~

# DRAFT UPDATE

Urbana School District Number 116

5:180

## General Personnel

### Temporary Illness or Temporary Incapacity

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The Board of Education's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of their gross salary.

Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. The Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the Board's authority to take any action concerning an employee that is authorized by State and federal law.

Any employee may be required to have an examination, at the District's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervisor to perform health examinations if the examination is job-related and consistent with business necessity.

**Comment [AP1]:** This sentence, previously optional, has been added as a permanent part of the policy.

Issue 88, May 2015

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §12102.  
105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.  
Elder v. School Dist. No. 127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).  
School District No. 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: ~~January 19, 2010~~

# DRAFT UPDATE

Urbana School District Number 116

5:270

## Educational Support Personnel

### Employment At-Will, Compensation, and Assignment

#### Employment At-Will

Unless otherwise specifically provided, District employment is at-will, meaning that employment may be terminated by the District or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in Board of Education policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Superintendent is authorized to make exceptions to employing ~~non-certificated~~ ~~nonlicensed~~ employees at-will but shall maintain a record of positions or employees who are not at-will, ~~and the reason for the exception.~~

#### Compensation

Please refer to the following current agreement:

Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.

For employees not covered by this agreement:

The Board will determine salary and wages for educational support personnel. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month.

#### Assignment

The Superintendent is authorized to make assignments and transfers of educational support personnel.

Please refer to the following current agreement:

Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.

**Comment [AP1]:** The policy and Legal References are edited to delete ~~certificated~~ and for efficiency reasons.

Issue 88, May 2015

# ***DRAFT UPDATE***

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.  
Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013).  
Cook v. Eldorado Community Unit School District, No. 03-MR-32 (Ill.App.5, 2004).  
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (Ill.App.1, 1985), *aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987).  
Kaiser v. Dixon, 468 N.E. 2d 822 (Ill.App.2, 1984).

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: ~~January 19, 2010~~



# DRAFT UPDATE

Urbana School District Number 116

5:290

## Educational Support Personnel

### Employment Termination and Suspensions

#### Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

Please refer to the Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education and the Board-approved Retirement Plan.

#### Non-RIF Dismissal

Please refer to the following current agreement:

Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.

For employees not covered by this agreement:

The District may terminate an at-will employee at any time for any reason, subject to State and federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Superintendent is responsible for making dismissal recommendations to the Board of Education consistent with the Board's goal of having a highly qualified, high performing staff.

#### Reduction in Force and Recall

Please refer to the following current agreement:

Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.

For employees not covered by this agreement:

~~This section is applicable whenever~~ The Board ~~decides~~ may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, ~~an educational support employee is removed, dismissed, or his or her hours are reduced~~ dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

The Board shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shows the length of continuing service of each full-time educational support

**Comment [AKL1]:** This section is updated, and the paragraphs paraphrasing the RIF statute (for nonlicensed employees) are omitted because it is unnecessary in a governance policy and is frequently superseded by collectively bargained provisions.

Issue 88, May 2015

# DRAFT UPDATE

~~employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.~~

~~Except as provided below, written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. The prior written notice will be extended to at least 90 days if the lay off is due to the District entering into a contract with a third party for non-instructional services. The prior written notice will be shortened to at least 5 days before an employee's hours are reduced as a result of an unforeseen reduction in the student population.~~

~~Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category or any other category of position provided they are qualified to hold such positions.~~

## Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

## Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

LEGAL REF.: 5 ILCS 430 et seq.  
105 ILCS 5/10-22.34c and 5/10-23.5.  
820 ILCS 105/4a.  
Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013).

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

ADOPTED: ~~December 14, 2010~~

# DRAFT UPDATE

## Educational Support Personnel

### Sick Days, Vacation, Holidays, and Leaves

Each of the provisions in this policy applies to all educational support personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual contract; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

#### Sick and Bereavement Leave

Please refer to the following current agreement:

Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.

#### For employees not covered by this agreement:

Full or part-time educational support personnel who work at least 600 hours per year receive 10 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 260 days, including the leave of the current year.

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Superintendent and/or designee shall monitor the use of sick leave.

The number of sick leave days are as follows:

- 40 week employees – ten (10) days
- 42 week employees – eleven (11) days
- 44 week employees – twelve (12) days
- 52 week employees – fifteen (15) days

As a condition for paying sick leave after 3 days absence for personal illness or 30 days for birth or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than 3 days for personal illness, the District shall pay the expenses incurred by the employee.

The use of paid sick leave for adoption or placement for adoption is limited to 30 days unless a longer leave is provided in an applicable collective bargaining agreement. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

#### **Comment [AP1]:**

**OPTION 1:** The Illinois Municipal Retirement Fund requires that public bodies have a written plan allowing eligible employees to convert their eligible accumulated sick leave to service credit upon retirement (40 ILCS 5/7-139(a)(8)). If the CBA referred to in this section contains this written plan, the subhead can be amended to add: IMRF Service Credit Plan

Issue 86, August 2014

**Comment [AP2]:** Due to subscriber feedback, the language in this section has been changed back to the version prior to Issue 86, August 2014.

**Please note:** As of May 1, 2015, your district has not yet responded to Issue 86; this change reverses the change offered in that issue.

Issue 88, May 2015

**Comment [AP3]:** **OPTION 2:** If the board wants to include in policy the IMRF requirement that public bodies have a written plan allowing eligible employees to convert their eligible accumulated sick leave to service credit upon their retirement, insert the following sentence at the end of this paragraph: This policy is the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a District employee's retirement under the Illinois Municipal Retirement Fund.

If the district maintains separate plans for those covered in a CBA and those not, choose both options.

If the board does not have a written sick leave plan for purposes of IMRF sick leave to service credit conversion or does not wish to include it in the policy, do not select either option.

If either one or both options are selected, 40 ILCS 5/7-139 will be added to the Legal References.

Issue 86, August 2014

# DRAFT UPDATE

## Vacation

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

| <u>Length of Employment<br/>in years</u> | <u>Days Per<br/>Month</u> | <u>Maximum Paid Vacation<br/>Earned Per Year</u> |
|--|---------------------------|--|
| 0 - 5                                    | .833                      | 10 days  |
| 6 - 10                                   | 1.25                      | 15 days  |
| 11 - 15                                  | 1.42                      | 17 days  |
| 16 - 20                                  | 1.66                      | 20 days  |
| over 20                                  | 1.83                      | 22 days  |

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

## Holidays

Please refer to the following current agreement:

**Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.**

**For employees not covered by this agreement:**

Unless the District has a waiver or modification of the School Code pursuant to Section 2-3.25g or 24-2(b) allowing it to schedule school on a holiday listed below, District employees will be paid for, but will not be required to work on:

|                                   |                  |
|-----------------------------------|------------------|
| New Year's Day                    | Labor Day        |
| Martin Luther King Jr.'s Birthday | Veteran's Day    |
| Abraham Lincoln's Birthday        | Thanksgiving Day |
| Memorial Day                      | Christmas Day    |
| Independence Day                  |                  |

The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

## Personal Leave

Please refer to the following current agreement:

**Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.**

**For employees not covered by this agreement:**

Two (2) days of personal leave shall be granted each year to all employees except lunchroom supervisors and ASCC workers, to conduct necessary personal business which cannot be handled during days or hours when the employee is not required to be working. Unused personal leave days may accumulate as sick leave.

The use of a personal day is subject to the following conditions:

# DRAFT UPDATE

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal 3 days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

## Association Leave, Leave of Absence Without Pay

Please refer to the following current agreement:

**Agreement between Urbana Education (Support) Association, IEA-NEA and Urbana School District #116 Board of Education.**

## Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

## Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the Military and General Assembly
2. School Visitation Leave
3. Leaves for Victims of Domestic or Sexual Violence
4. Leave to serve as an election judge

LEGAL REF.: 20 ILCS 1805/30.1 et seq.  
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.  
820 ILCS 147 and 1804 et seq.  
School Dist 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987); Elder v. School Dist. No.127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Professional Personnel - Leaves of Absence)

ADOPTED: ~~September 3, 2013~~

Comment [AP4]: A new type of leave is added pursuant to 105 ILCS 5/13-2.5, amended by P.A. 98-691.

Issue 88, May 2015

# DRAFT UPDATE

## Instruction

### School Accountability

According to the Illinois General Assembly, the primary purpose of schooling is the transmission of knowledge and culture through which students learn in areas necessary to their continuing development and entry into the world of work. To fulfill that purpose, the Illinois State Board of Education prepared State Goals for Learning with accompanying Illinois Learning Standards.

The Board of Education gives priority in the allocation of resources, including funds, time, personnel, and facilities, to fulfilling this purpose.

The Board continuously monitors student achievement and the quality of the District's work. The Superintendent shall supervise the following quality assurance components, in accordance with State statute and State Board of Education rules, and continuously keep the Board informed:

1. Prepare each school's annual recognition application and quality assurance appraisal, whether internal or external, to assess each school's continuous school improvement.
2. If applicable, implement a No Child Left Behind Act plan, including the completion of the NCLB Consolidated Application, and seek Board approval where necessary or advisable.
3. Continuously assess whether the District and its schools are making adequate yearly progress as defined by State law.
4. If applicable, develop District and School Improvement Plans, present them for Board approval, submit them to the State Superintendent for verification, and supervise their implementation. If applicable, develop a restructuring plan for any school that remains on academic watch status after a fifth annual calculation.
5. Prepare a school report card, present it at a regular Board meeting, and disseminate it as provided in State law.

6. In accordance with Sec. 2-3.153 of the School Code, administer at least biennially a survey of learning conditions on the instructional environment within the school to, at minimum, students in grades 6 through 12 and teachers.

### School Choice for Students Enrolled in a School Identified for Improvement, Corrective Action, or Restructuring

This section of the policy is effective only if the choice requirements in federal law are applicable to Illinois. When effective, This section applies to only those students enrolled in a school identified by the Board for school improvement, corrective action, or restructuring as defined by federal law. Those students may transfer to another public school within the District, if any, that has not been so identified. If there are no District schools available into which a student may transfer, the Superintendent or designee shall, to the extent practicable, establish a cooperative agreement with other districts in the area. A student who transfers to another school under this policy may remain at that school until the student completes the highest grade at that school. The District shall provide transportation only until the end of the school year in which the transferring school ceases to be identified for school improvement or subject to corrective action or restructuring. All transfers and notices provided to parents/guardians and transfer requests are governed by State and federal law.

**Comment [AP1]:** A new directive to the superintendent is required by 105 ILCS 5/2-3.153. The State Superintendent must publicly report on selected indicators of learning conditions resulting from the administration of the instrument at the individual school, district, and State levels.

Issue 88, May 2015

**Comment [AP2]:** ISBE received a waiver for school year 2015; the future status of choice depends on federal action on any applicable request(s) by ISBE for a Title I waiver. ISBE's website contains information at [www.isbe.net/grants/html/choice.htm](http://www.isbe.net/grants/html/choice.htm).

Issue 88, May 2015

# DRAFT UPDATE

When this section of the policy is effective, ~~§~~students from low-income families shall be provided supplemental educational services as provided in federal law if they attend any District school that: (1) failed to make adequate yearly progress for 3 consecutive years, or (2) is subject to corrective action or restructuring.

**Comment [AP3]:** ISBE received a waiver for school year 2015; the future status of supplemental educational services depends on federal action on any applicable request(s) by ISBE for a Title I waiver. ISBE's website contains information at [www.isbe.net/ces/](http://www.isbe.net/ces/).  
Issue 88, May 2015

- LEGAL REF.: No Child Left Behind Act, §1116, 20 U.S.C. §6316.  
34 C.F.R. §§200.32, 200.33, 200.42, and 200.43.  
105 ILCS 5/2-3.25d, 5/2-3.63, ~~5/2-3.64~~, 5/2-3.64a-5, 5/10-21.3a, and 5/27-1.  
23 Ill.Admin.Code Part 1, Subpart A: Recognition Requirements.
- CROSS REF.: 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program), 7:10 (Equal Educational Opportunities)
- ADOPTED: ~~January 19, 2010~~

# DRAFT UPDATE

## Instruction

### Curriculum Development

**Comment [AP1]:** This policy is unchanged. A cross-reference is added.

Issue 88, May 2015

#### Adoption

The Superintendent shall recommend a comprehensive curriculum that is aligned with:

1. The District's educational philosophy and goals,
2. Student needs as identified by research, demographics, and student achievement and other data,
3. The knowledge, skills, and abilities required for students to become life-long learners,
4. The minimum requirements of State and federal law and regulations for curriculum and graduation requirements,
5. The curriculum District-wide and articulated across all grade levels,
6. The Illinois State Learning Standards and any District learning standards, and
7. Any required State or federal student testing.

The Board of Education will adopt, upon recommendation of the Superintendent, a curriculum that meets the above criteria.

#### Experimental Educational Programs and Pilot Projects

The Superintendent may recommend experimental educational programs and/or pilot projects for Board consideration. Proposals must include goals, material needs, anticipated expenses, and an evaluation process. The Superintendent shall submit to the Board periodic progress reports for programs that exceed one year in duration and a final evaluation with recommendation upon the program's completion.

#### Development

The Superintendent shall develop a curriculum review program to monitor the current curriculum and promptly suggest changes to make the curriculum more effective, to take advantage of improved teaching methods and materials, and to be responsive to social change, technological developments, student needs, and community expectations.

The Superintendent shall report to the Board as appropriate, the curriculum review program's efforts to:

1. Regularly evaluate the curriculum and instructional program.
2. Ensure the curriculum continues to meet the stated adoption criteria.
3. Include input from a cross-section of teachers, administrators, parents/guardians, and students, representing all schools, grade levels, disciplines, and specialized and alternative programs.
4. Coordinate with the process for evaluating the instructional program and materials.



# ***DRAFT UPDATE***

## Curriculum Guides and Course Outlines

The Superintendent shall develop and provide subject area curriculum guides to appropriate staff members.

LEGAL REF.: 34 C.F.R. Part 106.  
105 ILCS 5/10-20.8 and 5/10-19.

CROSS REF.: 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:70 (Teaching About Religions), 6:80 (Teaching About Controversial Issues) 6:100 (Using Animals in the Educational Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 6:130 (Program for the Gifted), 6:140 (Education of Homeless Children), 6:145 (Migrant Students), 6:150 (Home and Hospital Instruction), 6:160 (English Language Learners), 6:170 (Title I Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights)

ADOPTED: ~~January 19, 2010~~