

REGULAR MEETING  
Wednesday, June 24, 2026 5:00 PM

Gurnee School District 56 Board Room  
3706 Florida Avenue  
Gurnee, Illinois 60031

## **Agenda**

### **A. ROUTINE**

- A.1. **Call to Order** - The President of the Board of Education will call the meeting to order and will ask those in attendance to join him in reciting the Pledge of Allegiance.

**Presenter:** Board President

- A.2. **Approval of the Minutes of the Regular Meeting of the Board of Education on May 27,2026**

**Presenter:** Board President

- A.3. **May Financial Reports**

**Presenter:** Mr. Da Costa

- A.3.a. **Financial Summary Report**

- A.3.b. **Treasurer's Report**

- A.3.c. **Investment Report**

- A.3.d. **Revenue Report**

- A.3.e. **Expenditure Report**

- A.3.f. **Activity Fund Report**

- A.3.g. **Bills for Payment for June**

**Presenter:** Martin Da Costa

- A.4. **Public Participation** - Public Participation is the time during the meeting when anyone who wishes to address the Board may do so. The Board of Education welcomes public comment and encourages patrons to participate in District 56 Board meetings. Patrons who wish to address the Board are asked to state the following:

- Name and address of participant,
- Group affiliation if and when appropriate, and
- Item to be addressed.

**Presenter:** Board President

### **B. REPORT OF THE SUPERINTENDENT**

**Presenter:** Dr. Correa

- B.1. **District Highlights**

**Presenter:** Dr. Correa

- B.2. **Department Updates**

**Presenter:** Dr. Correa

- B.3. **District 56 Learning Framework**

**Presenter:** Dr. Correa

- B.4. **2026 - 2027 Board Meeting Calendar**

**Presenter:** Dr. Correa

- B.5. **Freedom of Information Act (FOIA) Request**

**Presenter:** Dr. Correa

- B.6. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- B.7. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- B.8. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- B.9. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- B.10. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- B.11. **Freedom of Information Act (FOIA) Request**  
**Presenter:** Dr. Correa
- C. **OLD BUSINESS**  
**Presenter:** Dr. Correa
  - C.1. **Second Reading Board Policy Monitoring**  
**Presenter:** Dr. Correa
  - C.2. **Second Reading Board Policies Issue 121 March 2026**  
**Presenter:** Dr. Correa
- D. **NEW BUSINESS**  
**Presenter:** Dr. Correa
  - D.1. **Authorization to Pay FY27 Bills**  
**Presenter:** Mr. Da Costa
  - D.2. **CESO Communications Support Agreement**  
**Presenter:** Dr. Correa
  - D.3. **Strategic Plan Partnership with AASA**  
**Presenter:** Dr. Correa
  - D.4. **Middle School Device Refresh**  
**Presenter:** Mr. Esteban
  - D.5. **Teacher Device Refresh**  
**Presenter:** Mr. Esteban
  - D.6. **Public Comment** - The Board of Education has reserved this time to provide patrons an opportunity to comment on any business conducted by the Board during this evening's meeting.  
**Presenter:** Board President
- E. **CLOSED SESSION**
  - E.1. A closed session of the Board of Education will convene on June 24, 2026, in the Board Room of the District Office located at 3706 Florida Avenue, Gurnee. The closed session will be held pursuant to 5 ILCS 120/2(c)(1) personnel, (9) student discipline, (10) student information, (11) potential litigation, and (21) discussion of minutes.  
**Presenter:** Board President
- F. **OPEN SESSION**
  - F.1. **Personnel** - The Board will formally act on personnel recommendations from the Superintendent.  
**Presenter:** Dr. Correa
    - F.1.a. **Rina Bala** - Resignation

- F.1.b. **Jennifer Basgall** - Resignation
- F.1.c. **Danielle Bonngard** - Resignation
- F.1.d. **Blanca Gomez** - Resignation
- F.1.e. **Bobbie Longmire** - Resignation
- F.1.f. **Ariana Lopez** - Resignation
- F.1.g. **Emilio Lopez** - Resignation
- F.1.h. **Graciela Sancha de Escobar** - Resignation
- F.1.i. **Rosa Berrios** - New Hire
- F.1.j. **Coral Leal** - New Hire
- F.1.k. **Rosio Salgado** - New Hire

F.2. **Closed Session Minutes** - The Board will formally act on closed session minutes for May 27, 2026.

**Presenter:** Dr. Correa

F.3. **Adjournment**

**Presenter:** Board President

**Minutes of Gurnee School District 56  
Board of Education Meeting  
May 27, 2026**

The following Board members were in attendance: Odie Pahl, Mark Pos, Cesar Garcia, Jim Blockinger, Becky Kotsinis, Mandi Florip, and Germain Castellanos

Also in attendance:

Luis Correa, Superintendent  
Martin Da Costa, Director of Business | CSBO  
Eric Esteban, Director of Technology  
Pete Helfers, Director of Curriculum & Instruction  
Sean Smith, Director of Facilities & Grounds  
Rachel Solomon, Director of Student Services  
Principals: Dominique Geocaris, Jen Glickley, and Allison Waller  
Aurora Orozco, Board Clerk

Board President Pos called the regular meeting to order at 5:00 p.m. and asked that everyone join him in reciting the Pledge of Allegiance.

Rachel Solomon, Director of Student Services, recognized a Laremont School graduating student and presented information regarding the student's accomplishments. The student was unable to attend the meeting.

At this time, recognition was given to the following District track students for qualifying for the State competition: **Girls Team** - Anna Sorge, Diamond Wilson, Sophia Torres, Olivia Wilson, Addison Dearth, and Malaya Frazier. **Boys Team** - Gavi Arispe, Kayden Hudgins, KeSean Brown, Yayra Kuma, Haddin English, Eli Egar, Eli Parrish, G'Yanni Zell, Jacob McBride, Tristan Hood. Board President Mark Pos congratulated the students on their accomplishments and thanked them for representing Gurnee School District 56 at the State competition.

Dr. Glickey presented the Teacher of the Year Award to Betsy Sincora and the Support Staff of the Year Award to Miriam Yaquian. Both recipients are from River Trail School. Board President Mark Pos congratulated them on their achievements and thanked them for their dedication and service to the students and families of Gurnee School District 56.

Rachel Solomon, Director of Student Services, presented the Verna Rocheleau Service Award to David Schopf in recognition of his dedication, service, and contributions to the students. Board President Mark Pos congratulated Mr. Schopf and thanked him for his commitment to serving the students of Gurnee School District 56.

Board Member Blockinger made a motion, seconded by Board Member Pahl, to accept the minutes from the regular meeting on April 22, 2026, as presented. Motion carried

on a roll call vote. Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, Mandi Florip, and Odie Pahl.

The regular April 30, 2026, Treasurer's Report identified cash and investments of \$20,204,018.09. The Revenue Report identified receipts of \$1,218,941.17, and the Expenditure Report identified expenses totaling \$2,854,098.88. The cash balance in the Activity Fund for April was \$126,283.86. The Financial Reports, plus the Revised April (\$1,571,228.14) and Regular May (\$1,894,967.79) Bills for Payment Reports, were approved on a motion by Board Member Pahl and seconded by President Pos. Motion carried on a roll call vote. Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, Mandi Florip, and Odie Pahl.

During the *Public Participation* portion of the meeting: During the *Public Participation* portion of the hearing, no one wished to address the Board of Education.

Dr. Correa requested that each building principal provide the Board of Education with highlights that had occurred at their building since the previous Board of Education meeting. This included pictures from:

Viking: Mrs. Dominique Geocaris, Principal of Viking Middle School, presented the Viking District Highlights. Through a slideshow presentation, she shared examples of student learning, school activities, special events, and student accomplishments. Highlights included the collaboration between Viking and Spaulding students, student participation in the annual 5K and one-mile run, student artwork and classroom projects, the American Asian Pacific Islander Heritage Night, science and engineering activities, and end-of-year celebrations.

River Trail: Dr. Glickley, Principal of River Trail School, presented the River Trail District Highlights through a slideshow presentation showcasing student achievements, service projects, and school activities. Highlights included the Great Americans recognition program, choir performances, the Gardening Club's community service project with Gurnee Community Church, free student haircuts provided through a community partnership, student recognition assemblies, perfect attendance and reading awards, a student-led cereal box drive benefiting the Warren Township Food Pantry, and other end-of-year celebrations.

Spaulding: Mrs. Sara Rosheger, Principal of Spaulding School, presented the Spaulding District Highlights through a slideshow presentation showcasing student learning and school activities. Highlights included the Reading Power Celebration of Writers, where students shared fiction and nonfiction writing projects developed with their Reading Power tutors, the collaboration between Viking and Spaulding students through a student-created book reading project, and classroom learning experiences focused on science and nature. Mrs. Rosheger shared examples of students observing plant life cycles and studying the metamorphosis of caterpillars into butterflies. The Board thanked Mrs. Rosheger for her presentation and recognized the accomplishments of Spaulding students and staff.

Prairie Trail: Mrs. Allison Waller, Principal of Prairie Trail School, presented the Prairie Trail District Highlights through a slideshow presentation showcasing student achievements, staff recognitions, and school activities. Highlights included student learning experiences involving butterfly life cycles, the Great Americans Assembly, classroom presentations focused on community improvement and leadership, staff recognition events, Teacher Appreciation Week activities, and ongoing school improvement initiatives related to Universal Design for Learning (UDL). Mrs. Waller also highlighted the fifth-grade band concert and shared updates on Prairie Trail's annual duck nesting project, which provides students with opportunities to observe wildlife and learn about nature.

Mrs. Rachel Solomon, Director of Student Services, presented the Student Services District Highlights through a slideshow presentation. Highlights included recognition of the District's school nurses during National School Nurse Day, Laremont School's designation as an official MOVE Model School, and the celebration of student achievements and accomplishments. Mrs. Solomon shared photos from Laremont School's MOVE recognition event and highlighted the inclusive opportunities provided to students with diverse abilities. She also recognized a graduating Laremont School student and shared highlights from the student's graduation ceremony.

In the absence of Mrs. Miriam Torres, Director of Multilingual Programs, Mrs. Rachel Solomon, Director of Student Services, presented the Multilingual Programs District Highlights through a slideshow presentation. Highlights included the District's celebration of El Día del Niño, which recognized the joy, culture, and talents of students and families through a variety of activities and community engagement opportunities. Mrs. Solomon also shared information regarding a transition meeting for eighth-grade multilingual learners and their families in partnership with Warren Township High School to support a successful transition to high school. In addition, she highlighted the second annual Mother's Day Celebration, which was attended by approximately 350 family members, students, and staff and featured student performances, poetry, dances, and special presentations honoring mothers and caregivers. During the event, the District also recognized Lissette Quiñones for her many years of dedicated service as she prepares for retirement.

Dr. Luis Correa presented additional District Highlights through a slideshow presentation. He shared photos from the District's end-of-year staff celebration, where retirees were recognized and the Verna Rocheleau Service Award recipient was honored. Dr. Correa thanked the planning committee for organizing the event and highlighted the opportunity for staff to celebrate together.

Dr. Correa also shared photos from a visit by Mayor Tom Hood and Village Trustee Kevin Woodside to the Boys & Girls Club program at Viking Middle School. During the visit, Village representatives interacted with students and learned more about the program and its impact on participants.

In addition, Dr. Correa recognized Mrs. Rachel Solomon for her presentation to the Gurnee Exchange Club regarding the District's Team Lead program. He noted that the Exchange Club continues to support the program and recently presented the District with an award recognizing the partnership.

Board President Mark Pos thanked the principals, administrators, and staff for their presentations and for their dedication throughout the school year. He commended their leadership and commitment to students, noting that their efforts are evident both within the schools and throughout the community. President Pos expressed appreciation for the positive impact they have on students and families and thanked them for their outstanding work.

Representatives from the Boys & Girls Club of Lake County, Cindy Apuli, Chief Program Officer, and J.P, Director of Operations, provided an update on the District's partnership with the organization. The presenters shared enrollment, attendance, and survey data from the Viking Middle School and Spaulding School sites and highlighted the positive impact of the after-school program on students and families. The presenters reviewed family engagement activities, holiday celebrations, cultural events, student enrichment clubs, and community partnerships that took place throughout the school year. They also shared feedback from students, parents, and District partners regarding the program's success in providing a safe, supportive, and engaging environment for students. In addition, the Boys & Girls Club representatives provided an overview of the upcoming summer program, which will be hosted at Viking Middle School and is expected to serve approximately 160 students. The Board thanked the presenters for their partnership and continued support of District 56 students and families.

At this time, Dr. Correa requested that each administrator report on department projects/tasks that they were currently focused on:

Mr. Da Costa: Mr. Martin da Costa, Chief School Business Official, provided a Business Office update. He reported that teacher salary notices, support staff salary notices, and reasonable assurance letters had been distributed. Mr. da Costa also shared that the District's annual benefits open enrollment period is underway and will continue through May 29, 2026. In addition, he noted that the Business Office is supporting employee retirements and onboarding efforts for the 2026–2027 school year and thanked the principals for their work in recruiting and hiring staff.

Mr. Helfers: Mr. Pete Helfers, Director for Curriculum and Instruction, provided a department update. He reported that planning for summer curriculum work is underway, including English Language Arts initiatives for grades K–2 and 3–5. Dr. Helfers also shared that curriculum and instructional materials are being ordered for the 2026–2027 school year and noted that he is preparing for the transition of responsibilities and information to Dr. Lisa West as she assumes her new role with the District.

Mrs. Solomon: Mrs. Rachel Solomon, Director of Student Services, provided a department update. She reported attending graduation ceremonies and celebrations for District students enrolled in public and private therapeutic day schools. Mrs. Solomon also shared that she participated in a legal learning session focused on the education of students with disabilities. In addition, she reported that special education staff participated in Institute Day professional development focused on writing instruction. Mrs. Solomon concluded by announcing that the District's schools have been designated as Heart Safe Schools through Project ADAM.

Mr. Smith: Mr. Sean Smith, Director of Buildings and Grounds, provided a department update. He reported that planning for the Prairie Trail Central Kitchen project is progressing well and that preparations are underway for summer construction activities. Mr. Smith also shared that annual state inspections for District facilities are being scheduled and that he is working on a transition plan to support the incoming Director of Buildings and Grounds.

Mr. Esteban: Mr. Eric Esteban, Director of Technology, provided a department update. He reported that the Village has approved the permit for the fiber construction project connecting the Transportation Department to the District network, with work expected to begin in the coming weeks. Mr. Esteban also shared that planning continues for the District's network switch upgrade project and that preparations are underway to improve network security, redundancy, and operations. In addition, he noted that summer technology staff will be assisting with device inspections, cleaning, upgrades, and the renewal of District technology systems and software.

Dr. Correa followed up with the Board regarding participation in the Gurnee Days Parade scheduled for August 8, 2026. He shared that the District's PTO has secured a place in the parade and invited Board members to participate. Dr. Correa noted that the event will be held as part of the revised two-day Gurnee Days celebration and opened the discussion to gather Board member interest and coordinate participation. The Board discussed the opportunity and expressed interest in participating in the event.

The Board held discussion as to whether they wanted to attend the Triple I Conference this year that was being held on November 20 - 22, 2026.

Dr. Correa requested that the Board of Education make the Professional Leave and Conferences report a matter of record of the minutes of the regular May 27, 2026, Board of Education meeting.

A Freedom of Information Act (FOIA) request was received by Dr. Correa from Catherine Merrill (databranchusa.com), via email on May 4, 2026 requesting all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: All products from: Primex, American Time, and/or Sapling.

Mrs. Orozco sent the information request via email to Avah Norton on May 6, 2026, as requested in the FOIA request.

A Second Freedom of Information Act (FOIA) request was received by Dr. Luis Correa on May 4, 2026, from Jayden Swan (databranchusa.com) via email requesting all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: All products from: Blackboard Inc, Finalsite, DMX, Funds for Learning, E-Rate Consulting, N-Able, Raptor Technologies, and/or CSM Consulting. Mrs. Orozco responded on May 6, 2025, via email with the requested information to Angela Capone as requested in the FOIA.

A third Freedom of Information Act (FOIA) request was received by Dr. Luis Correa on May 6, 2026, from Ms. Sophia Price (databranchusa.com) via email requesting all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: All products from Absolute Software, Incident IQ, Hazel Health, Brandon Industries, CSM Consulting, and Funds for Learning. Mrs. Orozco responded on May 6, 2026, via email with the requested information to Kendrick Shaw as requested in the FOIA.

A fourth Freedom of Information Act (FOIA) request was received by Mr. Martin Da Costa on May 15, 2026, from Mr. Mark Chlebowki (Sheet Metal Workers Local 73) requesting records and information regarding any new construction, renovation, maintenance, repair, replacement, and/or capital improvement work planned, currently out for bid, awarded, and/or scheduled for 2026 for school district 56. This request includes, but is not limited to, records relating to the following scopes of work: HVAC (Heating, Ventilation, Air Conditioning, Exhaust Systems), Architectural sheet metal and/or architectural metals, Roofing, Gutters, Downspouts, flashing, coping, and metal wall panels, Kitchen renovations, Toilet partition replacement and/or installation, Locker replacement and/or installation, Mechanical renovations, Energy efficiency upgrades, Maintenance contracts related to HVAC and/or sheet metal systems. Any additions, remodels, buildouts, or facility upgrades involving the above scopes. For any projects identified, please provide, if available: Proposed project designation/name, Scope of work, Bid documents/specifications, Bid results/tabulations, Awarded contractor(s), Awarded subcontractor(s), if known, Contact information for contractors and/or construction managers. Project timelines or anticipated start dates, and current HVAC maintenance contract information. Mrs. Orozco responded to Mr. Mark Chlebowski via email on May 19, 2026, with the requested information.

A fifth Freedom of Information Act (FOIA) request was received by Dr. Correa on May 21, 2026, from Carla Carlos (Employee Research Data LLC) requesting information for district employees: first and last names, job titles/positions, work email addresses, and primary campus or department. Mrs. Orozco responded to Mrs. Carla Carlos via email on May 21, 2026, with the requested information.

Board Member Odie Pahl left the meeting at 5:48 p.m. and was absent for the remainder of the meeting.

On a motion from Board Member Florip with a second from Board Member Castellanos, the Board voted to approve Board policies under review (Policies 7:260, 7:270, 7:275, 7:280, 7:285, 7:290, and 7:300) and to adopt those policies as presented by the administration. Motion carried on a roll call vote. Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, Mandi Florip, and Odie Pahl (absent).

Dr. Correa provided the Board of Education with a group of policies to review to ensure that those policies reflected the intent of the Board. This was a goal of the Board made during training provided by the Illinois Association of School Boards (IASB). Ultimately, all Board policies would be reviewed during a three-year cycle. Current policies for review are 7:305 and 7:310. The Board would officially approve the recommended changes at the next Board of Education meeting.

Dr. Correa presented to the Board of Education for first reading the recommended new policies, Issue 121, March 2026, from the Illinois Association of School Boards. No Board action on these policies was necessary at this time.

Board Member Pahl made a motion to approve the Consolidated District Plan as presented by the administration. Board President Pos seconded the motion. Motion carried on a roll call vote. Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Mandi Florip, Germain Castellano, and Odie Pahl (absent).

Mr. Da Costa shared with the Board of Education the 2025 levy and tax extension information provided by the Lake County Clerk's Office. The maximum capped levy available to the District was \$27,902,400.32. The tax rate for all levies was set at 4.085569 per \$100 of EAV (Equalized Assessed Valuation).

On a motion from Board Member Blockinger with a second from Board Member Kotsinis, the Board voted to make the Post-Issuance Tax Compliance Report a part of the minutes of the May 27, 2026, meeting of the Board of Education. Motion carried on a roll call vote. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip, and Odie Pahl (absent).

Due to the huge success, this proposal is for the Boys & Girls Club of Lake County (BGCLC) to continue operating the Great Futures Academy at Viking Middle School and Spaulding School for students in grades K-8 from July 1, 2026, through June 30, 2027. Upon mutual written agreement between both parties, the term may be extended. This proposal outlines the roles, responsibilities, and collaborative planning efforts of BGCLC and Gurnee District 56. On a motion from Board President Pos with a second from Board Member Blockinger, the Board voted to accept the proposal to operate a Great Futures Academy at both Viking Middle School and Spaulding School for District 56 students as presented by the administration. Motion carried on a roll call vote.

Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Mandi Florip, Germain Castellano, and Odie Pahl (absent).

Dr. Correa will provide the Board with information regarding the proposed Lake County School Facility Occupation Tax (CSFT), a potential 1% sales tax on specific retail purchases within Lake County that would require voter approval in the November elections.

Dr. Correa will present a potential partnership with the American Association of School Administrators (AASA) to develop the District's Strategic Plan next school year. Dr. Correa presented information regarding a potential partnership with the American Association of School Administrators (AASA) to support the District's next strategic planning process. He explained that the work would align the District's strategic plan with AASA's Public Education Promise framework while building upon the District's Portrait of a Graduate and Learning Framework. Dr. Correa stated that a formal proposal and timeline would be presented to the Board in June. If approved, stakeholder recruitment and planning activities would begin in July, followed by community engagement opportunities, surveys, and leadership discussions. The goal is to present a final strategic plan for Board consideration in spring 2027.

Board members asked questions regarding the timeline and framework. No formal action was taken.

Mrs. Solomon reported to the Board details from the meeting that she attended with Ms. Rebecca Chorazy, special education teacher at St. Patrick School, and the Occupational Therapist at St. Patrick School, on May 21, 2026, to discuss the utilization of proportionate share funds. The preliminary allocation amount was unknown at the time of the meeting. Ms. Vitulli, Principal at St. Patrick School, proposed that the money be used to support speech-language, occupational therapy, and physical therapy services for eligible students attending the school. Ms. Vitulli also requested that a portion of the funds be allocated toward funding the services provided by the school counselor, Ms. Bridget McKinnon. On a motion from Board Member Kotsinis with a second from Board President Pos, the Board of Education voted to approve the use of the proportionate share monies to provide speech and language services, occupational therapy services, and physical therapy services for eligible students at St. Patrick School along with the salary for their school counselor. Motion carried on a roll call vote. . Roll Call: Ayes: Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Mandi Florip, Germain Castellano, and Odie Pahl (absent).

Mrs. Solomon presented the updated Memorandum of Understanding (MOU) between Gurnee School District 56 and the Lake County Sheriff's Department. The agreement outlines procedures for communication regarding serious student safety concerns,

including incidents involving weapons, drugs, and assaults, while maintaining student confidentiality as required by law.

On a motion from Board Member Blockinger with a second from Board President Pos, the Board voted to approve the Reciprocal Reporting System Agreement between the Lake County Sheriff's Department and Gurnee School District 56, as presented by the administration. Motion carried on a roll call vote. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip, and Odie Pahl (absent).

During the *Public Comment* portion of the meeting, no one wished to address the Board of Education.

Board President Mark Pos recognized Dr. Pete Helfers during his final Board meeting in his administrative role. Mr. Pos thanked Dr. Helfers for his leadership, service, and dedication to Gurnee School District 56 and expressed appreciation for his continued commitment to students as he returns to the classroom. The Board wished Dr. Helfer success in his new role.

On a motion by Board Member Kotsinis and seconded by Board Member Castellanos, the Board voted to adjourn open session at 7:07 p.m. The Board went into closed session at 7:12 p.m. to discuss the following items on a roll call vote:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District, to determine its validity. 5 ILCS 120/2(c)(1), as amended by P.A. 93-0057.
- Student disciplinary cases. 5 ILCS 120/2(c)(9).
- The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- Discussion of lawfully closed meeting minutes, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).

Motion carried on a roll call vote. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip, and Odie Pahl (absent).

The Board of Education came out of closed session at 8:02 p.m on a motion from Board Member Blockinger and seconded by Board Member Kotsinis. Motion carried on a roll

call vote. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip (absent), and Odie Pahl (absent).

On a motion from Board Member Blockinger, with a second from Board Member Kotsinis, the Board voted to approve the personnel recommendations as presented by the Superintendent. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip (absent), and Odie Pahl (absent).

On a motion from Board Member Kotsinis with a second from Board President Pos, the Board voted to approve closed session minutes for the meeting on April 22, 2026, as presented. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip (absent), and Odie Pahl (absent).

A motion was made by Board Member Kotsinis and seconded by Board Member Garcia to adjourn the meeting at 8:02 p.m. Motion carried on a roll call vote. Roll Call: Ayes: Odie Pahl, Becky Kotsinis, Cesar Garcia, Mark Pos, Jim Blockinger, Germain Castellanos, and Mandi Florip (absent), and Odie Pahl (absent).

Respectfully submitted:

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Mark Pos, President

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Odie Pahl, Secretary  
Board of Education, District #56  
Lake County, IL

## **FINANCIAL SUMMARY REPORT**

**June 24, 2026**

### **Treasurer's Report**

Cash on Hand – \$19,882,250.22

### **Revenue Report**

| <b><u>2025-2026<br/>Budget</u></b> | <b><u>May<br/>Revenue</u></b> | <b><u>2025-2026<br/>YTD Revenue</u></b> | <b><u>2025-2026<br/>YTD %</u></b> | <b><u>Unreceived<br/>Balance</u></b> |
|------------------------------------|-------------------------------|-----------------------------------------|-----------------------------------|--------------------------------------|
|                                    |                               |                                         |                                   |                                      |
| \$41,706,974.68                    | \$2,693,901.36                | \$25,026,847.10                         | 60.01%                            | \$16,680,127.58                      |

### **Expenditure Report**

| <b><u>2025-2026<br/>Budget</u></b> | <b><u>May<br/>Activity</u></b> | <b><u>2025-2026<br/>YTD Activity</u></b> | <b><u>2025-2026<br/>YTD %</u></b> | <b><u>Encumbered<br/>Balance</u></b> | <b><u>Unencumbered<br/>Balance</u></b> |
|------------------------------------|--------------------------------|------------------------------------------|-----------------------------------|--------------------------------------|----------------------------------------|
|                                    |                                |                                          |                                   |                                      |                                        |
| \$45,601,223.77                    | \$3,222,160.95                 | \$39,775,052.97                          | 87.22%                            | \$41,776.29                          | \$5,784,394.51                         |

### **Student Activity Fund Report**

| <b><u>Monthly<br/>Beginning Balance</u></b> | <b><u>May<br/>Revenues</u></b> | <b><u>May<br/>Expenditures</u></b> | <b><u>Monthly<br/>Ending Balance</u></b> |
|---------------------------------------------|--------------------------------|------------------------------------|------------------------------------------|
|                                             |                                |                                    |                                          |
| \$129,198.90                                | \$16,866.22                    | \$30,554.16                        | \$115,510.96                             |

### **Bills for Payment Report**

|                            | <b><u>June<br/>Balance Sheet</u></b> | <b><u>June<br/>Revenue</u></b> | <b><u>June<br/>Expense</u></b> | <b><u>Total</u></b> |
|----------------------------|--------------------------------------|--------------------------------|--------------------------------|---------------------|
| <b>Fund Summary Totals</b> | \$571,715.04                         | \$0.00                         | \$989,880.22                   | \$1,561,595.26      |

**Gurnee School District #56**  
**Treasurer's Report as of May 31, 2026**

| Fund Name                     | Fund/Cash<br>Balance<br>4/30/26 | Actual Cash<br>Balance<br>4/30/26 | Cash Receipts<br>This<br>Month | Cash Disburse<br>This<br>Month | Fund/Cash<br>Balance<br>5/31/26 | Actual Cash<br>Balance<br>5/31/26 |
|-------------------------------|---------------------------------|-----------------------------------|--------------------------------|--------------------------------|---------------------------------|-----------------------------------|
| Education                     | \$5,714,628.50                  | \$12,622,718.22                   | \$2,080,243.46                 | \$2,679,870.71                 | \$5,115,001.25                  | \$12,023,090.97                   |
| Oper/Maint                    | \$452,898.06                    | \$930,832.56                      | \$125,832.96                   | \$253,702.51                   | \$325,028.51                    | \$802,963.01                      |
| Debt Service                  | -\$661,367.03                   | -\$650,905.55                     | \$205,870.66                   | \$16,428.36                    | -\$471,924.73                   | -\$461,463.25                     |
| Transportation                | -\$400,427.30                   | \$668,275.76                      | \$83,260.46                    | \$181,955.34                   | -\$499,122.18                   | \$569,580.88                      |
| Retirement                    | -\$47,258.56                    | \$676,075.73                      | \$69,475.80                    | \$73,458.27                    | -\$51,241.03                    | \$672,093.26                      |
| Capital Projects              | -\$7,344,338.58                 | \$9,172.72                        | \$14,075.29                    | \$13,617.80                    | -\$7,343,881.09                 | \$9,630.21                        |
| Working Cash                  | -\$113,680.20                   | \$7,476,570.62                    | \$88,971.64                    | \$0.00                         | -\$24,708.56                    | \$7,565,542.26                    |
| Tort                          | \$172,005.07                    | \$497,980.72                      | \$26,171.09                    | \$3,127.96                     | \$195,048.20                    | \$521,023.85                      |
| Fire/Prevention & Safety      | \$4,403.77                      | \$14,403.77                       | \$0.00                         | \$0.00                         | \$4,403.77                      | \$14,403.77                       |
| Sub-total                     |                                 |                                   |                                |                                |                                 |                                   |
|                               | -\$2,223,136.27                 | \$22,245,124.55                   | \$2,693,901.36                 | \$3,222,160.95                 | -\$2,751,395.86                 | \$21,716,864.96                   |
| <b><u>Petty Cash</u></b>      |                                 |                                   |                                |                                |                                 |                                   |
| <b><u>Imprest Account</u></b> | \$3,500.00                      | \$0.00                            | \$0.00                         | \$0.00                         | \$3,500.00                      | \$0.00                            |
| Grand Totals                  | -\$2,219,636.27                 | \$22,245,124.55                   | \$2,693,901.36                 | \$3,222,160.95                 | -\$2,747,895.86                 | \$21,716,864.96                   |

|                                 |                  |
|---------------------------------|------------------|
| <b><u>Checking Accounts</u></b> | <b>5/31/26</b>   |
| Money Market                    | \$ 3,160,606.31  |
| Payroll Account                 | \$ -             |
| Board Account                   | \$ -             |
| Investment Account              | \$ 16,721,643.91 |
| Total                           | \$ 19,882,250.22 |



# Master Total Portfolio Report

Report as of 5/31/2026

PTMA Financial Solutions  
2135 City Gate Lane  
7th Floor  
Naperville, IL 60563  
Phone: 630-657-6400  
Fax: 630-718-8701

## Gurnee School District #56 (10247-0101 - General Fund)

| Type         | Holding ID   | Settle Date | Maturity   | FDIC # | Instrument                                           | Cost            | Par-Val/Mat. Val | Rate  |
|--------------|--------------|-------------|------------|--------|------------------------------------------------------|-----------------|------------------|-------|
| LIQ          |              | 05/31/2026  |            |        | LIQ Balance                                          | \$1,055,494.04  | \$1,055,494.04   |       |
| MAX          |              | 05/31/2026  |            |        | MAX Balance                                          | \$2,492,603.13  | \$2,492,603.13   |       |
| CD           | CD-1390274-1 | 10/22/2025  | 06/03/2026 | 57512  | Western Alliance Bank                                | \$1,000,000.00  | \$1,021,909.04   | 3.570 |
| CD           | CD-1388573-1 | 09/22/2025  | 06/04/2026 | 58481  | First Bank                                           | \$243,700.00    | \$249,911.51     | 3.648 |
| CD           | CD-1388574-1 | 09/22/2025  | 06/04/2026 | 3387   | FirstBank Southwest                                  | \$243,400.00    | \$249,934.04     | 3.842 |
| CD           | CD-1391236-1 | 11/17/2025  | 06/18/2026 | 35497  | Quaint Oak Bank                                      | \$244,600.00    | \$249,854.39     | 3.681 |
| CD           | CD-1391237-1 | 11/17/2025  | 06/18/2026 | 33653  | Bank of China                                        | \$244,200.00    | \$249,841.80     | 3.959 |
| CD           | CD-1391238-1 | 11/17/2025  | 06/18/2026 | 23749  | Mission National Bank                                | \$244,600.00    | \$249,799.27     | 3.643 |
| CD           | CD-1391239-1 | 11/17/2025  | 06/18/2026 | 57512  | Western Alliance Bank                                | \$1,866,600.00  | \$1,905,661.44   | 3.586 |
| CD           | CD-1392765-1 | 12/10/2025  | 12/17/2026 | 21805  | First State Bank of DeQueen                          | \$240,500.00    | \$249,737.53     | 3.769 |
| CD           | CD-1392766-1 | 12/10/2025  | 12/17/2026 | 58534  | Solera National Bank                                 | \$240,700.00    | \$249,745.07     | 3.687 |
| CD           | CD-1392767-1 | 12/10/2025  | 12/17/2026 | 68588  | Consumers Credit Union                               | \$240,600.00    | \$249,844.81     | 3.770 |
| CD           | CD-1392768-1 | 12/10/2025  | 12/17/2026 | 32541  | Flagstar Bank, National Association                  | \$241,000.00    | \$249,903.79     | 3.625 |
| CD           | CD-1392769-1 | 12/10/2025  | 12/17/2026 | 58234  | Pacific Alliance Bank                                | \$240,000.00    | \$248,928.00     | 3.650 |
| TS           | TS-1404434-1 | 05/29/2026  | 04/05/2027 |        | ISDLAF TERM SERIES                                   | \$500,000.00    | \$515,805.62     | 3.710 |
| CD           | CD-1404443-1 | 05/29/2026  | 04/22/2027 | 10643  | Dundee Bank                                          | \$241,700.00    | \$249,850.39     | 3.752 |
| CD           | CD-1404444-1 | 05/29/2026  | 04/22/2027 | 58626  | GBank                                                | \$241,700.00    | \$249,920.98     | 3.785 |
| CD           | CD-1404445-1 | 05/29/2026  | 04/22/2027 | 16866  | West Texas State Bank                                | \$241,700.00    | \$249,758.19     | 3.710 |
| CD           | CD-1404446-1 | 05/29/2026  | 04/22/2027 | 34519  | Merrick Bank                                         | \$241,600.00    | \$249,779.48     | 3.768 |
| TS           | TS-1404435-1 | 05/29/2026  | 05/03/2027 |        | ISDLAF TERM SERIES                                   | \$800,000.00    | \$827,640.11     | 3.720 |
| CD           | CD-1404439-1 | 05/29/2026  | 05/20/2027 | 29293  | Cumberland Federal Bank, FSB                         | \$241,000.00    | \$249,925.13     | 3.797 |
| CD           | CD-1404440-1 | 05/29/2026  | 05/20/2027 | 1373   | BOM Bank                                             | \$240,900.00    | \$249,815.85     | 3.795 |
| CD           | CD-1404441-1 | 05/29/2026  | 05/20/2027 | 34294  | CFG Bank                                             | \$241,000.00    | \$249,914.56     | 3.792 |
| CD           | CD-1404442-1 | 05/29/2026  | 05/20/2027 | 34781  | Transportation Alliance Bank, Inc.<br>d/b/a TAB Bank | \$240,900.00    | \$249,826.69     | 3.799 |
| Sub Totals → |              |             |            |        |                                                      | \$12,068,497.17 | \$12,315,404.86  |       |

## Gurnee School District #56 (10247-0204 - Working Cash Bonds 2023)

| Type         | Holding ID | Settle Date | Maturity | FDIC # | Instrument  | Cost            | Par-Val/Mat. Val | Rate |
|--------------|------------|-------------|----------|--------|-------------|-----------------|------------------|------|
| LIQ          |            | 05/31/2026  |          |        | LIQ Balance | \$2.16          | \$2.16           |      |
| MAX          |            | 05/31/2026  |          |        | MAX Balance | \$4,653,146.74  | \$4,653,146.74   |      |
| Sub Totals → |            |             |          |        |             | \$4,653,148.90  | \$4,653,148.90   |      |
|              |            |             |          |        |             |                 |                  |      |
| Totals →     |            |             |          |        |             | \$16,721,646.07 | \$16,968,553.76  |      |

Time and Dollar Weighted Average Portfolio Yield: 3.74%

Weighted Average Portfolio Maturity: 162.01 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using “Market Value” and are only based on the fixed rate investments.

Portfolio Summary

| Type | Allocation (%) | Allocation (\$) | Description            |
|------|----------------|-----------------|------------------------|
| CD   | 43.75          | \$7,423,861.96  | Certificate of Deposit |
| TS   | 7.92           | \$1,343,445.73  | Term Series            |
| LIQ  | 6.22           | \$1,055,496.20  | LIQ Account            |
| MAX  | 42.11          | \$7,145,749.87  | MAX Account            |

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**Cost** is comprised of the total amount you paid for the investment (including any fees and commissions) plus any reinvested dividends.

**Rate** is the average monthly yield for pool investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

**Face/Par/Shares** is the amount received at maturity for fixed rate investments or the balance at statement date for pool investments.

**Market Value** reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at “Cost” for fixed term investments or the balance at statement date for pool investments.

**CD** - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series

| FDTLOC               | FUNC | OBJ  | SJ | FUNCTION                 | 2025-26<br>BUDGET | May 2025-26<br>REVENUE | 2025-26<br>YTD REVENUE | 2025-26<br>YTD % | UNRECEIVED<br>BALANCE |
|----------------------|------|------|----|--------------------------|-------------------|------------------------|------------------------|------------------|-----------------------|
| 10----               | ---- | ---- | -- | EDUCATIONAL FUND         | 30,066,563.40     | 2,080,243.46           | 18,551,520.72          | 61.70            | 11,515,042.68         |
| 11----               | ---- | ---- | -- | NO LONGER USED           |                   |                        |                        |                  |                       |
| 20----               | ---- | ---- | -- | OPER & MAINT FUND        | 2,920,643.99      | 125,832.96             | 1,296,050.88           | 44.38            | 1,624,593.11          |
| 30----               | ---- | ---- | -- | DEBT SERVICE             | 4,131,009.37      | 205,870.66             | 1,995,500.91           | 48.31            | 2,135,508.46          |
| 40----               | ---- | ---- | -- | TRANSPORTATION FUND      | 2,620,198.66      | 83,260.46              | 1,663,354.11           | 63.48            | 956,844.55            |
| 50----               | ---- | ---- | -- | RETIREMENT FUND          | 939,442.03        | 69,475.80              | 495,766.22             | 52.77            | 443,675.81            |
| 60----               | ---- | ---- | -- | CAPITAL PROJECTS         | 300,000.00        | 14,075.29              | 171,436.23             | 57.15            | 128,563.77            |
| 70----               | ---- | ---- | -- | WORKING CASH FUND        | 265,247.30        | 88,971.64              | 596,189.18             | 224.77           | -330,941.88           |
| 80----               | ---- | ---- | -- | TORT IMMUNITY FUND       | 463,869.93        | 26,171.09              | 257,028.85             | 55.41            | 206,841.08            |
| 90----               | ---- | ---- | -- | FIRE PREVENTION & SAFETY |                   |                        |                        |                  |                       |
| Grand Revenue Totals |      |      |    |                          | 41,706,974.68     | 2,693,901.36           | 25,026,847.10          | 60.01            | 16,680,127.58         |

Number of Accounts: 264

\*\*\*\*\* End of report \*\*\*\*\*

|                      |      |      |    |       | 2025-26                       | May 2025-26   | 2025-26       | 2025-26       | ENCUMBERED | UNENCUMBERED |              |
|----------------------|------|------|----|-------|-------------------------------|---------------|---------------|---------------|------------|--------------|--------------|
| FDTLOC               | FUNC | OBJ  | SJ | FUND  | BUDGET                        | ACTIVITY      | YTD ACTIVITY  | YTD %         | BALANCE    | BALANCE      |              |
| 10----               | ---- | ---- | -- | ----- | EDUCATIONAL FUND              | 30,543,492.87 | 2,679,870.71  | 28,746,005.53 | 94.11      | 41,179.32    | 1,756,308.02 |
| 11----               | ---- | ---- | -- | ----- | NO LONGER USED                |               |               |               |            |              |              |
| 20----               | ---- | ---- | -- | ----- | OPER & MAINT FUND             | 2,695,047.90  | 253,702.51    | 2,512,587.76  | 93.23      | 596.97       | 181,863.17   |
| 30----               | ---- | ---- | -- | ----- | DEBT SERVICE                  | 4,353,720.00  | 16,428.36     | 3,411,808.25  | 78.37      |              | 941,911.75   |
| 40----               | ---- | ---- | -- | ----- | TRANSPORTATION FUND           | 2,713,845.00  | 181,955.34    | 1,997,944.44  | 73.62      |              | 715,900.56   |
| 50----               | ---- | ---- | -- | ----- | RETIREMENT FUND               | 931,118.00    | 73,458.27     | 815,042.41    | 87.53      |              | 116,075.59   |
| 60----               | ---- | ---- | -- | ----- | CAPITAL PROJECTS              | 3,788,000.00  | 13,617.80     | 1,867,488.19  | 49.30      |              | 1,920,511.81 |
| 70----               | ---- | ---- | -- | ----- | WORKING CASH FUND             | 200,000.00    |               |               |            |              | 200,000.00   |
| 80----               | ---- | ---- | -- | ----- | TORT IMMUNITY FUND            | 376,000.00    | 3,127.96      | 424,176.39    | 112.81     |              | -48,176.39   |
| 90----               | ---- | ---- | -- | ----- | FIRE PREVENTION & SAFETY FUND |               |               |               |            |              |              |
| Grand Expense Totals |      |      |    |       | 45,601,223.77                 | 3,222,160.95  | 39,775,052.97 | 87.22         | 41,776.29  | 5,784,394.51 |              |

Number of Accounts: 3277

\*\*\*\*\* End of report \*\*\*\*\*

## GURNEE SCHOOL DIST #56

## STUDENT ACTIVITY FUND MAY

| <b>ACCOUNT</b>             | <b>MONTHLY<br/>BEG. BALANCE</b> | <b>REVENUES<br/>MAY</b> | <b>EXPENDITURES<br/>MAY</b> | <b>MONTHLY<br/>ENDING BALANCE</b> | <b>6-30-25 BALANCE</b> | <b>YEAR TO DATE<br/>REVENUE</b> | <b>YEAR TO DATE<br/>EXPENDITURES</b> |
|----------------------------|---------------------------------|-------------------------|-----------------------------|-----------------------------------|------------------------|---------------------------------|--------------------------------------|
| DO-FACULTY/PTO ACCOUNT     | \$3,393.62                      | \$3,528.50              | \$5,752.00                  | \$1,170.12                        | \$734.68               | \$14,428.26                     | \$13,852.54                          |
| DO-DESTINATION IMAGINATION | \$5,016.25                      | \$0.00                  | \$0.00                      | \$5,016.25                        | \$5,016.25             | \$0.00                          | \$0.00                               |
| DO-J. CALLAGHAN TRUST FUND | \$1,993.05                      | \$0.00                  | \$0.00                      | \$1,993.05                        | \$685.76               | \$2,000.00                      | \$692.70                             |
| SPL-STUD. PROG.            | \$5,560.11                      | \$0.00                  | \$358.06                    | \$5,202.05                        | \$3,335.22             | \$10,432.90                     | \$8,566.07                           |
| SPL-LRC                    | \$2,882.44                      | \$0.00                  | \$0.00                      | \$2,882.44                        | \$3,422.56             | \$2,368.23                      | \$2,927.11                           |
| SPL-BOOK VENDING MACHINE   | \$692.85                        | \$0.00                  | \$0.00                      | \$692.85                          | \$692.85               | \$0.00                          | \$0.00                               |
| SPL-PTO                    | \$2,628.69                      | \$0.00                  | \$0.00                      | \$2,628.69                        | \$1,428.81             | \$1,244.61                      | \$44.73                              |
| SPL-DONUTS WITH GROWNUPS   | \$1,015.63                      | \$0.00                  | \$528.35                    | \$487.28                          | \$864.37               | \$1,400.00                      | \$1,777.09                           |
| PT-STUD. PROG.             | \$15,842.93                     | \$1,550.17              | \$2,747.58                  | \$14,645.52                       | \$14,381.26            | \$8,781.67                      | \$11,590.01                          |
| PT-DRAMA/CHORAL            | \$327.89                        | \$0.00                  | \$0.00                      | \$327.89                          | \$1,717.82             | \$0.00                          | \$1,389.93                           |
| PT-LRC                     | \$8,222.39                      | \$0.00                  | \$2,984.91                  | \$5,237.48                        | \$4,073.65             | \$8,710.87                      | \$7,547.04                           |
| PT-SSC                     | \$1,952.57                      | \$0.00                  | \$0.00                      | \$1,952.57                        | \$2,468.63             | \$35.10                         | \$550.96                             |
| PT-AMER. GIRLS CLUB        | (\$23.70)                       | \$0.00                  | \$0.00                      | (\$23.70)                         | \$109.16               | \$0.00                          | \$132.86                             |
| PT-SCIENCE CLUB            | \$201.77                        | \$0.00                  | \$0.00                      | \$201.77                          | \$201.77               | \$0.00                          | \$0.00                               |
| PT-PTO                     | \$698.41                        | \$0.00                  | \$0.00                      | \$698.41                          | \$698.41               | \$0.00                          | \$0.00                               |
| PT-GREAT AMERICANS         | \$9,999.67                      | \$0.00                  | \$3,689.91                  | \$6,309.76                        | \$7,472.60             | \$4,816.87                      | \$5,979.71                           |
| PT-YEARBOOK                | (\$443.00)                      | \$1,345.00              | \$2,142.00                  | (\$1,240.00)                      | \$1,549.45             | \$1,362.00                      | \$4,151.45                           |
| VIK-STUD. PROG.            | \$1,998.61                      | \$0.00                  | \$952.00                    | \$1,046.61                        | \$2,152.61             | \$1,587.00                      | \$2,693.00                           |
| VIK-LRC                    | \$39.47                         | \$0.00                  | \$0.00                      | \$39.47                           | \$17.99                | 1,639.24                        | \$1,617.76                           |
| VIK-SSC                    | \$1,523.26                      | \$0.00                  | \$0.00                      | \$1,523.26                        | \$763.24               | \$1,305.02                      | \$545.00                             |
| VIK-DRAMA                  | \$12,939.66                     | \$2,530.00              | \$2,340.00                  | \$13,129.66                       | \$14,326.22            | \$10,497.00                     | \$11,693.56                          |
| VIK-YEARBOOK               | \$2,784.72                      | \$0.00                  | \$1,930.00                  | \$854.72                          | \$2,249.72             | \$535.00                        | \$1,930.00                           |
| VIK-8TH GRADE              | \$9,878.68                      | \$4,160.00              | \$715.00                    | \$13,323.68                       | \$9,935.94             | \$12,289.00                     | \$8,901.26                           |
| VIK-NAT'L JR HON SOC       | \$0.00                          | \$0.00                  | \$0.00                      | \$0.00                            | \$385.00               | \$0.00                          | \$385.00                             |
| VIK-ATHLETIC PARENT        | \$9,909.95                      | \$0.00                  | \$942.41                    | \$8,967.54                        | \$2,046.45             | \$8,472.00                      | \$1,550.91                           |
| VIK-CHORAL                 | \$410.20                        | \$0.00                  | \$0.00                      | \$410.20                          | \$410.20               | \$0.00                          | \$0.00                               |
| VIK-PTO                    | \$3,733.71                      | \$0.00                  | \$0.00                      | \$3,733.71                        | \$2,938.85             | \$794.86                        | \$0.00                               |
| RT-STUD.PROG.              | \$4,255.19                      | \$2,840.00              | \$3,326.03                  | \$3,769.16                        | \$4,760.26             | \$5,850.00                      | \$6,841.10                           |
| RT-LRC                     | \$3,046.93                      | \$0.00                  | \$0.00                      | \$3,046.93                        | \$1,784.37             | \$1,609.12                      | \$346.56                             |
| RT-NAT'L JR HON SOC        | \$244.73                        | \$0.00                  | \$0.00                      | \$244.73                          | \$186.73               | \$256.00                        | \$198.00                             |
| RT-SSC                     | \$3,268.33                      | \$872.60                | \$0.00                      | \$4,140.93                        | \$3,551.32             | \$1,576.60                      | \$986.99                             |
| RT-GREAT AMERICANS         | \$3,384.91                      | \$0.00                  | \$525.26                    | \$2,859.65                        | \$2,632.97             | \$1,765.00                      | \$1,538.32                           |
| RT-PTO                     | \$704.63                        | \$0.00                  | \$0.00                      | \$704.63                          | \$704.63               | \$0.00                          | \$0.00                               |
| RT-CHOIR                   | \$169.51                        | \$0.00                  | \$0.00                      | \$169.51                          | \$46.00                | \$314.71                        | \$191.20                             |
| RT-ART CLUB                | \$621.81                        | \$0.00                  | \$0.00                      | \$621.81                          | \$621.81               | \$0.00                          | \$0.00                               |
| RT-YEARBOOK                | \$2,208.70                      | \$0.00                  | \$1,620.65                  | \$588.05                          | \$552.25               | \$1,656.45                      | \$1,620.65                           |
| INTEREST EARNED/EXP        | \$8,114.33                      | \$39.95                 | \$0.00                      | \$8,154.28                        | \$5,312.03             | \$2,842.25                      | \$0.00                               |
| MONTHLY TOTALS             | \$129,198.90                    | \$16,866.22             | \$30,554.16                 | \$115,510.96                      | \$104,231.84           | \$108,569.76                    | \$100,241.51                         |

| POST                                 |                      | ACCOUNT |      |      |    |        |  | INVOICE         | INVOICE    | INVOICE    | CHECK BANK |           | AMOUNT    |
|--------------------------------------|----------------------|---------|------|------|----|--------|--|-----------------|------------|------------|------------|-----------|-----------|
| DATE                                 | VENDOR               | NUMBER  |      |      |    |        |  | DESCRIPTION     | NUMBER     | DATE       | NUMBER     | CODE      |           |
| 06/05/2026                           | GURNEE SCHOOL DISTRI | 10L000  | 4560 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500456  | 9 PAYROLL | 200.00    |
| 06/05/2026                           | GURNEE SCHOOL DISTRI | 10L000  | 4560 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500456  | 9 PAYROLL | 963.04    |
| Totals for 202500456                 |                      |         |      |      |    |        |  |                 |            |            |            |           | 1,163.04  |
| Totals for GURNEE SCHOOL DISTRICT 56 |                      |         |      |      |    |        |  |                 |            |            |            |           | 1,163.04  |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 44,635.20 |
| 06/05/2026                           | FIFTH THIRD BANK     | 20L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 2,263.39  |
| 06/05/2026                           | FIFTH THIRD BANK     | 40L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 2,239.43  |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4570 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 5,620.44  |
| 06/05/2026                           | FIFTH THIRD BANK     | 20L000  | 4570 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 1,991.91  |
| 06/05/2026                           | FIFTH THIRD BANK     | 40L000  | 4570 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 2,697.89  |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 199.69    |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 2,749.23  |
| 06/05/2026                           | FIFTH THIRD BANK     | 20L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 145.00    |
| 06/05/2026                           | FIFTH THIRD BANK     | 40L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 140.00    |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 9,196.00  |
| 06/05/2026                           | FIFTH THIRD BANK     | 20L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 465.85    |
| 06/05/2026                           | FIFTH THIRD BANK     | 40L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500457  | 9 PAYROLL | 630.98    |
| 06/05/2026                           | FIFTH THIRD BANK     | 50L000  | 4570 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AF | 06/05/2026 | 202500457  | 9 PAYROLL | 10,310.24 |
| 06/05/2026                           | FIFTH THIRD BANK     | 50L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AF | 06/05/2026 | 202500457  | 9 PAYROLL | 10,292.83 |
| Totals for 202500457                 |                      |         |      |      |    |        |  |                 |            |            |            |           | 93,578.08 |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4520 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605BD | 06/05/2026 | 202500466  | 9 PAYROLL | 0.00      |
| 06/05/2026                           | FIFTH THIRD BANK     | 10L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605BD | 06/05/2026 | 202500466  | 9 PAYROLL | 28.70     |
| 06/05/2026                           | FIFTH THIRD BANK     | 50L000  | 4580 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605BF | 06/05/2026 | 202500466  | 9 PAYROLL | 28.70     |
| Totals for 202500466                 |                      |         |      |      |    |        |  |                 |            |            |            |           | 57.40     |
| Totals for FIFTH THIRD BANK          |                      |         |      |      |    |        |  |                 |            |            |            |           | 93,635.48 |
| 06/05/2026                           | HEALTHEQUITY         | 10L000  | 4560 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500465  | 9 PAYROLL | 721.25    |
| 06/05/2026                           | HEALTHEQUITY         | 20L000  | 4560 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500465  | 9 PAYROLL | 5.00      |
| Totals for 202500465                 |                      |         |      |      |    |        |  |                 |            |            |            |           | 726.25    |
| Totals for HEALTHEQUITY              |                      |         |      |      |    |        |  |                 |            |            |            |           | 726.25    |
| 06/05/2026                           | ILLINOIS DEPARTMENT  | 10L000  | 4530 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500458  | 9 PAYROLL | 90.00     |
| 06/05/2026                           | ILLINOIS DEPARTMENT  | 20L000  | 4530 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500458  | 9 PAYROLL | 5.00      |
| 06/05/2026                           | ILLINOIS DEPARTMENT  | 40L000  | 4530 | 0000 | 00 | 000000 |  | Payroll accrual | 20260605AD | 06/05/2026 | 202500458  | 9 PAYROLL | 10.00     |



| POST<br>DATE                             | VENDOR               | ACCOUNT<br>NUMBER          | INVOICE<br>DESCRIPTION                  | INVOICE<br>NUMBER | INVOICE<br>DATE | CHECK<br>NUMBER | BANK<br>CODE | AMOUNT     |
|------------------------------------------|----------------------|----------------------------|-----------------------------------------|-------------------|-----------------|-----------------|--------------|------------|
| 06/05/2026                               | TEACHERS' RETIREMENT | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605BD        | 06/05/2026      | 202500468       | 9 PAYROLL    | 178.11     |
| 06/05/2026                               | TEACHERS' RETIREMENT | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605BF        | 06/05/2026      | 202500468       | 9 PAYROLL    | 11.48      |
| Totals for 202500468                     |                      |                            |                                         |                   |                 |                 |              | 189.59     |
| Totals for TEACHERS' RETIREMENT SYSTEM   |                      |                            |                                         |                   |                 |                 |              | 56,277.83  |
| 06/05/2026                               | TEACHERS' HEALTH INS | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605AD        | 06/05/2026      | 202500461       | 9 PAYROLL    | 4,395.93   |
| 06/05/2026                               | TEACHERS' HEALTH INS | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605AF        | 06/05/2026      | 202500461       | 9 PAYROLL    | 3,759.53   |
| Totals for 202500461                     |                      |                            |                                         |                   |                 |                 |              | 8,155.46   |
| 06/05/2026                               | TEACHERS' HEALTH INS | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605BD        | 06/05/2026      | 202500469       | 9 PAYROLL    | 17.81      |
| 06/05/2026                               | TEACHERS' HEALTH INS | 10L000 4590 0000 00 000000 | Payroll accrual                         | 20260605BF        | 06/05/2026      | 202500469       | 9 PAYROLL    | 13.26      |
| Totals for 202500469                     |                      |                            |                                         |                   |                 |                 |              | 31.07      |
| Totals for TEACHERS' HEALTH INSURANCE    |                      |                            |                                         |                   |                 |                 |              | 8,186.53   |
| 06/05/2026                               | WISCONSIN DEPARTMENT | 10L000 4530 0000 00 000000 | Payroll accrual                         | 20260605AD        | 06/05/2026      | 202500462       | 9 PAYROLL    | 1,982.18   |
| 06/05/2026                               | WISCONSIN DEPARTMENT | 40L000 4530 0000 00 000000 | Payroll accrual                         | 20260605AD        | 06/05/2026      | 202500462       | 9 PAYROLL    | 74.21      |
| Totals for 202500462                     |                      |                            |                                         |                   |                 |                 |              | 2,056.39   |
| Totals for WISCONSIN DEPARTMENT OF REVEN |                      |                            |                                         |                   |                 |                 |              | 2,056.39   |
| Totals for BNK09                         |                      |                            |                                         |                   |                 |                 |              | 567,212.38 |
| 06/24/2026                               | 22VETS LLC C/O US BA | 10E000 2660 5300 00 000000 | Cisco Meraki Catalyst and AC Power Cord | 282294            | 06/10/2026      | 10138           | OPERATING    | 2,452.48   |
| Totals for 10138                         |                      |                            |                                         |                   |                 |                 |              | 2,452.48   |
| Totals for 22VETS LLC C/O US BANK N.A.   |                      |                            |                                         |                   |                 |                 |              | 2,452.48   |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA093025          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA103125          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA113025          | 05/31/2026      | 10140           | OPERATING    | 36.98      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA123125          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA013126          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA022826          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA033126          | 05/31/2026      | 10140           | OPERATING    | 39.15      |
| 06/24/2026                               | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage                 | AA043026          | 05/31/2026      | 10140           | OPERATING    | 39.15      |

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| 06/24/2026 | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage     | AA053126   | 05/31/2026 | 10140 OPERATING                    | 39.15     |
| 06/24/2026 | AAS, ANNETTE         | 10E006 1100 3320 00 000000 | Reimbursement - Mileage     | AA060326   | 06/03/2026 | 10140 OPERATING                    | 21.75     |
|            |                      |                            |                             |            |            | Totals for 10140                   | 371.93    |
|            |                      |                            |                             |            |            | Totals for AAS, ANNETTE            | 371.93    |
| 06/24/2026 | ADVIA CREDIT UNION   | 30E000 5220 6200 00 000000 | Debt Certificate Series     | 061226     | 06/15/2026 | 6392 OPERATING                     | 5,096.00  |
|            |                      |                            |                             |            |            | Totals for 6392                    | 5,096.00  |
|            |                      |                            |                             |            |            | Totals for ADVIA CREDIT UNION      | 5,096.00  |
| 06/24/2026 | ALLENDALE ASSOCIATIO | 10E000 1912 6700 00 000000 | Reimbursement - Mileage     | 2026060833 | 05/31/2026 | 10141 OPERATING                    | 12,410.00 |
|            |                      |                            |                             |            |            | Totals for 10141                   | 12,410.00 |
|            |                      |                            |                             |            |            | Totals for ALLENDALE ASSOCIATION   | 12,410.00 |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E000 1200 4100 00 000000 | Supplies                    | 136G-PTXT- | 06/01/2026 | 6393 OPERATING                     | 508.44    |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E001 1125 4100 00 370500 | Supplies                    | 13R1-F7J9- | 06/01/2026 | 6393 OPERATING                     | 3,101.06  |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E000 2320 4100 00 000000 | Supplies                    | 13T6-3X3K- | 06/01/2026 | 6393 OPERATING                     | 198.30    |
| 06/24/2026 | AMAZON CAPITAL SERVI | 20E002 2540 4100 00 000000 | Supplies                    | 1747-MC6W- | 05/01/2026 | 6393 OPERATING                     | 17.99     |
| 06/24/2026 | AMAZON CAPITAL SERVI | 20E000 2540 4100 00 000000 | Supplies                    | 174J-H7X9- | 06/01/2026 | 6393 OPERATING                     | 49.99     |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E003 1100 4100 00 000000 | Supplies                    | 1Q1M-7GKK- | 06/01/2026 | 6393 OPERATING                     | 1,339.45  |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E000 2130 4100 00 000000 | Supplies                    | 1QDP-M6N7- | 06/01/2026 | 6393 OPERATING                     | 454.18    |
| 06/24/2026 | AMAZON CAPITAL SERVI | 10E001 2410 4100 00 000000 | Supplies                    | 1XTM-19R6- | 06/01/2026 | 6393 OPERATING                     | 47.97     |
|            |                      |                            |                             |            |            | Totals for 6393                    | 5,717.38  |
|            |                      |                            |                             |            |            | Totals for AMAZON CAPITAL SERVICES | 5,717.38  |
| 06/24/2026 | ANTREASSIAN, LORI    | 10E000 2130 3181 00 462000 | Contract Service - MAY 2026 | LA053126   | 05/31/2026 | 10142 OPERATING                    | 10,498.00 |
| 06/24/2026 | ANTREASSIAN, LORI    | 10E000 2130 3181 00 462000 | Contract Service - JUN 2026 | LA063026   | 06/15/2026 | 10142 OPERATING                    | 724.00    |
|            |                      |                            |                             |            |            | Totals for 10142                   | 11,222.00 |
|            |                      |                            |                             |            |            | Totals for ANTREASSIAN, LORI       | 11,222.00 |
| 06/24/2026 | APPLE COMPUTER INC   | 10E000 2660 5300 00 000000 | Supplies                    | MC77091302 | 06/06/2026 | 10143 OPERATING                    | 4,895.00  |
|            |                      |                            |                             |            |            | Totals for 10143                   | 4,895.00  |
|            |                      |                            |                             |            |            | Totals for APPLE COMPUTER INC      | 4,895.00  |

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|------------|----------------------|----------------------------|---------------------------------------|------------|------------------------------------------|------------------|----------|
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| 06/24/2026 | ARTHUR J. GALLAGHER  | 80E000 2364 3810 00 000000 | Renewal Premium                       | 6118367    | 05/05/2026                               | 10144 OPERATING  | 6,700.00 |
|            |                      |                            |                                       |            |                                          | Totals for 10144 | 6,700.00 |
|            |                      |                            |                                       |            | Totals for ARTHUR J. GALLAGHER RMS, INC  |                  | 6,700.00 |
| 06/24/2026 | ASSURED HEALTHCARE S | 10E002 2130 3120 00 000000 | Contract Service - Nurse              | 5179-05000 | 05/18/2026                               | 10145 OPERATING  | 1,749.64 |
| 06/24/2026 | ASSURED HEALTHCARE S | 10E002 2130 3120 00 000000 | Contract Service - Nurse              | 5179-05000 | 05/25/2026                               | 10145 OPERATING  | 2,616.90 |
| 06/24/2026 | ASSURED HEALTHCARE S | 10E002 2130 3120 00 000000 | Contract Service - Nurse              | 5179-05000 | 06/08/2026                               | 10145 OPERATING  | 1,150.66 |
| 06/24/2026 | ASSURED HEALTHCARE S | 10E002 2130 3120 00 000000 | Contract Service - Nurse              | 5179-05000 | 06/01/2026                               | 10145 OPERATING  | 2,143.71 |
|            |                      |                            |                                       |            |                                          | Totals for 10145 | 7,660.91 |
|            |                      |                            |                                       |            | Totals for ASSURED HEALTHCARE STAFFING L |                  | 7,660.91 |
| 06/24/2026 | BALANCED PHONE REPAI | 10E000 2660 3211 00 000000 | Contract Service - iPad<br>Repairs    | 15         | 05/14/2026                               | 10146 OPERATING  | 730.00   |
|            |                      |                            |                                       |            |                                          | Totals for 10146 | 730.00   |
|            |                      |                            |                                       |            | Totals for BALANCED PHONE REPAIR         |                  | 730.00   |
| 06/24/2026 | BALANCED ENVIRONMENT | 20E000 2540 3621 00 000000 | Landscaping - MAY 2026                | B4548      | 05/30/2026                               | 10147 OPERATING  | 7,468.25 |
|            |                      |                            |                                       |            |                                          | Totals for 10147 | 7,468.25 |
|            |                      |                            |                                       |            | Totals for BALANCED ENVIRONMENTS, INC    |                  | 7,468.25 |
| 06/24/2026 | BALL, AMY            | 10E000 2150 3320 00 000000 | Reimbursement - Mileage               | AB052126   | 05/26/2026                               | 10148 OPERATING  | 22.68    |
| 06/24/2026 | BALL, AMY            | 10E000 2150 3320 00 000000 | Reimbursement - Mileage               | AB052126.2 | 05/26/2026                               | 10148 OPERATING  | 7.56     |
|            |                      |                            |                                       |            |                                          | Totals for 10148 | 30.24    |
|            |                      |                            |                                       |            | Totals for BALL, AMY                     |                  | 30.24    |
| 06/24/2026 | BMO HARRIS           | 10E000 2320 4100 00 000000 | SWEET DONUTS<br>LIBERTYVILLE IL       | 60526.01   | 05/05/2026                               | 6388 OPERATING   | 22.55    |
| 06/24/2026 | BMO HARRIS           | 10E000 2320 4100 00 000000 | GRAMMARLY CO*WNMSYVF<br>8883186146 CA | 60526.02   | 05/24/2026                               | 6388 OPERATING   | 144.00   |
| 06/24/2026 | BMO HARRIS           | 10E000 2660 3310 00 000000 | MSFT * E0500ZGYQM<br>REDMOND WA       | 60526.03   | 05/12/2026                               | 6388 OPERATING   | 3.52     |
| 06/24/2026 | BMO HARRIS           | 10E000 2310 4100 00 000000 | TACOS EL NORTE GURNEE<br>IL           | 60526.04   | 05/05/2026                               | 6388 OPERATING   | 721.00   |
| 06/24/2026 | BMO HARRIS           | 10E000 2520 4100 00 000000 | SIX FLAGS AR. SANDUSKY                | 60526.05   | 05/22/2026                               | 6388 OPERATING   | 3,570.00 |

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| 06/24/2026   | BMO HARRIS | 10E000 2520 4100 00 000000 | OH<br>BROGAN S AWARDS. AND SP<br>GURNEE. IL | 60526.06          | 05/27/2026      | 6388            | OPERATING    | 222.00   |
| 06/24/2026   | BMO HARRIS | 10E000 2310 4100 00 000000 | TACOS EL NORTE<br>GURNEE IL                 | 60526.07          | 05/05/2026      | 6388            | OPERATING    | 412.00   |
| 06/24/2026   | BMO HARRIS | 10E006 2410 4100 00 000000 | SIMPLIFIEDMATHCURRIC<br>SUWANEE             | 60526.08          | 05/07/2026      | 6388            | OPERATING    | 159.20   |
| 06/24/2026   | BMO HARRIS | 10E006 2410 4100 00 000000 | SQ *GURNEE DONUTS<br>Gurnee IL              | 60526.09          | 05/08/2026      | 6388            | OPERATING    | 108.26   |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | ACTION TERRITORY POS<br>KENOSHA WI          | 60526.10          | 05/08/2026      | 6388            | OPERATING    | 2,833.65 |
| 06/24/2026   | BMO HARRIS | 10E000 2210 4100 00 000000 | PAPA JOHN'S #0957<br>WAUKEGAN IL            | 60526.11          | 05/12/2026      | 6388            | OPERATING    | 112.44   |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART.COM<br>WALMART.COM AR               | 60526.12          | 05/16/2026      | 6388            | OPERATING    | 92.47    |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WAL-MART #1668<br>GURNEE IL                 | 60526.13          | 05/18/2026      | 6388            | OPERATING    | 171.56   |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART.COM 8009256278<br>BENTONVILLE AR    | 60526.14          | 05/19/2026      | 6388            | OPERATING    | 12.25    |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART.COM<br>WALMART.COM AR               | 60526.15          | 05/20/2026      | 6388            | OPERATING    | 106.26   |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART.COM 8009256278<br>BENTONVILLE AR    | 60526.16          | 05/25/2026      | 6388            | OPERATING    | 0.92     |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART+ MEMBER 05/26<br>WALMART.COM AR     | 60526.17          | 05/25/2026      | 6388            | OPERATING    | 1.00     |
| 06/24/2026   | BMO HARRIS | 10E006 1100 4100 00 000000 | WALMART.COM<br>WALMART.COM AR               | 60526.18          | 05/27/2026      | 6388            | OPERATING    | 164.20   |
| 06/24/2026   | BMO HARRIS | 10E006 2410 3310 00 000000 | COURTYARD BLOOMINGTON<br>NORMAL IL          | 60526.19          | 06/04/2026      | 6388            | OPERATING    | 135.09   |
| 06/24/2026   | BMO HARRIS | 10E006 2410 3310 00 000000 | COURTYARD BLOOMINGTON<br>NORMAL IL          | 60526.20          | 06/04/2026      | 6388            | OPERATING    | 135.09   |
| 06/24/2026   | BMO HARRIS | 10E000 2210 4100 00 000000 | THE SHANTY WADSWORTH IL                     | 60526.21          | 05/04/2026      | 6388            | OPERATING    | 187.52   |
| 06/24/2026   | BMO HARRIS | 10E000 2660 3110 00 000000 | OPENAI *CHATGPT SUBSCR SAN<br>FRANCISCOCA   | 60526.22          | 05/22/2026      | 6388            | OPERATING    | 20.00    |
| 06/24/2026   | BMO HARRIS | 10E000 2210 6400 00 000000 | JIMMY JOHNS - 435 - EC<br>GURNEE IL         | 60526.23          | 05/27/2026      | 6388            | OPERATING    | 73.72    |
| 06/24/2026   | BMO HARRIS | 10E000 2660 3310 00 000000 | SLACK T03UZHNSMT SAN<br>FRANCISCOCA         | 60526.24          | 06/01/2026      | 6388            | OPERATING    | 26.25    |
| 06/24/2026   | BMO HARRIS | 10E000 2210 3310 00 000000 | LAKE ROE 34                                 | 60526.25          | 06/03/2026      | 6388            | OPERATING    | 1,200.00 |

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|--------------|------------|----------------------------|--------------------------------------------------------------|-------------------|-----------------|-----------------|--------------|--------|
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | VERNON HILLS IL<br>IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL | 60526.26          | 05/05/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.27          | 05/07/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.28          | 05/12/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.29          | 05/14/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 4100 00 000000 | JEWEL OSCO 4516<br>WAUKEGAN IL                               | 60526.30          | 05/18/2026      | 6388            | OPERATING    | 106.82 |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.31          | 05/20/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.32          | 05/22/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 6400 00 000000 | IL TOLLWAY-AUTOREPLENI<br>DOWNERS GROVEIL                    | 60526.33          | 05/28/2026      | 6388            | OPERATING    | 20.00  |
| 06/24/2026   | BMO HARRIS | 40E000 2550 4100 00 000000 | SAMSClub.COM. 888-746-7726<br>AR                             | 60526.34          | 05/12/2026      | 6388            | OPERATING    | 19.88  |
| 06/24/2026   | BMO HARRIS | 20E000 2540 3500 00 000000 | TDS METROCOM. MADISON<br>WI                                  | 60526.35          | 05/21/2026      | 6388            | OPERATING    | 630.38 |
| 06/24/2026   | BMO HARRIS | 40E000 2550 4100 00 000000 | SAMSClub.COM. 888-746-7726<br>AR                             | 60526.36          | 05/22/2026      | 6388            | OPERATING    | 21.87  |
| 06/24/2026   | BMO HARRIS | 20E000 2540 6400 00 000000 | PY *STORAGE RENTALS. OF<br>GURNEE IL                         | 60526.37          | 05/22/2026      | 6388            | OPERATING    | 232.00 |
| 06/24/2026   | BMO HARRIS | 10E000 2520 4100 00 000000 | SAMS CLUB.COM. BENTONVILLE<br>AR                             | 60526.38          | 05/27/2026      | 6388            | OPERATING    | 40.89  |
| 06/24/2026   | BMO HARRIS | 10E000 2520 4100 00 000000 | SAMS CLUB.COM. BENTONVILLE<br>AR                             | 60526.39          | 05/28/2026      | 6388            | OPERATING    | 81.31  |
| 06/24/2026   | BMO HARRIS | 10E000 3000 4100 00 490900 | DOLLAR TREE<br>WAUKEGAN IL                                   | 60526.40          | 05/10/2026      | 6388            | OPERATING    | 5.00   |
| 06/24/2026   | BMO HARRIS | 10E000 2310 4100 00 910008 | BROGAN S AWARDS AND SP<br>GURNEE                             | 60526.41          | 05/11/2026      | 6388            | OPERATING    | 67.79  |
| 06/24/2026   | BMO HARRIS | 10E000 2520 4100 00 000000 | THE HOME DEPOT #1922<br>GURNEE                               | 60526.42          | 05/12/2026      | 6388            | OPERATING    | 152.97 |
| 06/24/2026   | BMO HARRIS | 10E000 2310 4100 00 910008 | SP THE MASTER TEACHER<br>MANHATTAN                           | 60526.43          | 05/12/2026      | 6388            | OPERATING    | 147.75 |
| 06/24/2026   | BMO HARRIS | 10E000 2520 4100 00 000000 | CD One Price Cleaners<br>GURNEE IL                           | 60526.44          | 05/14/2026      | 6388            | OPERATING    | 19.98  |

| POST       |            | ACCOUNT                    | INVOICE                                  | INVOICE  | INVOICE    | CHECK  | BANK      |           |
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| DATE       | VENDOR     | NUMBER                     | DESCRIPTION                              | NUMBER   | DATE       | NUMBER | CODE      | AMOUNT    |
| 06/24/2026 | BMO HARRIS | 10E000 2310 4100 00 910008 | DOLLAR TREE<br>GURNEE IL                 | 60526.45 | 05/14/2026 | 6388   | OPERATING | 5.50      |
| 06/24/2026 | BMO HARRIS | 10E000 2310 4100 00 910008 | SAMS CLUB #8184<br>GURNEE IL             | 60526.46 | 05/14/2026 | 6388   | OPERATING | 40.86     |
| 06/24/2026 | BMO HARRIS | 10E000 2660 3110 00 000000 | SMORE.COM<br>PITTSBURGH PA               | 60526.47 | 05/15/2026 | 6388   | OPERATING | 245.55    |
| 06/24/2026 | BMO HARRIS | 10E000 2310 4100 00 910008 | DOLLAR TREE<br>WAUKEGAN IL               | 60526.48 | 05/15/2026 | 6388   | OPERATING | 1.63      |
| 06/24/2026 | BMO HARRIS | 10E000 2210 3310 00 462000 | JIMANO S PIZZERIA<br>WAUKEGAN IL         | 60526.49 | 05/22/2026 | 6388   | OPERATING | 193.48    |
| 06/24/2026 | BMO HARRIS | 10E000 2310 6400 00 000000 | IASB<br>SPRINGFIELD IL                   | 60526.50 | 06/01/2026 | 6388   | OPERATING | 10,959.20 |
| 06/24/2026 | BMO HARRIS | 10E000 2310 6400 00 000000 | IASB<br>SPRINGFIELD IL                   | 60526.51 | 06/02/2026 | 6388   | OPERATING | 782.80    |
| 06/24/2026 | BMO HARRIS | 10E000 2310 4100 00 910008 | STARBUCKS 14472 WAUKEGAN<br>IL           | 60526.52 | 06/03/2026 | 6388   | OPERATING | 80.00     |
| 06/24/2026 | BMO HARRIS | 10E001 2410 4100 00 000000 | USPS PO 1633420031 GURNEE<br>IL          | 60526.53 | 05/08/2026 | 6388   | OPERATING | 6.08      |
| 06/24/2026 | BMO HARRIS | 20E000 2540 3310 00 000000 | EZCATER*HONEY BAKED HA<br>8004881803. MA | 60526.54 | 05/15/2026 | 6388   | OPERATING | 740.57    |
| 06/24/2026 | BMO HARRIS | 20E000 2540 3310 00 000000 | ASSOCFACILTIESENGINEER<br>NAPERVILLE. IL | 60526.55 | 05/19/2026 | 6388   | OPERATING | 200.00    |
| 06/24/2026 | BMO HARRIS | 20E000 2540 3310 00 000000 | ASHRAE<br>PEACHTREE CORGA                | 60526.56 | 05/23/2026 | 6388   | OPERATING | 285.00    |
| 06/24/2026 | BMO HARRIS | 10E000 2130 4100 00 000000 | WALGREENS #4674<br>VERNON HILLS IL       | 60526.57 | 05/11/2026 | 6388   | OPERATING | 31.98     |
| 06/24/2026 | BMO HARRIS | 10E000 2210 3310 00 462000 | CROWNE PLAZA SPRINGFIE<br>SPRINGFIELD IL | 60526.58 | 05/13/2026 | 6388   | OPERATING | 125.40    |
| 06/24/2026 | BMO HARRIS | 10E000 2210 3310 00 462000 | Springfield Crowne Pla<br>Springfield IL | 60526.59 | 05/14/2026 | 6388   | OPERATING | 11.40     |
| 06/24/2026 | BMO HARRIS | 10E000 2210 3310 00 462000 | WPS PUBLISH<br>TORRANCE CA               | 60526.60 | 05/18/2026 | 6388   | OPERATING | 485.00    |
| 06/24/2026 | BMO HARRIS | 10E001 1125 3120 00 370500 | SCHOOLSIN<br>CINCINNATI OH               | 60526.61 | 05/22/2026 | 6388   | OPERATING | 1,350.25  |
| 06/24/2026 | BMO HARRIS | 10E000 2140 4140 00 000000 | AWL*PEARSON EDUCATION<br>UPPER SADDLE NJ | 60526.62 | 05/28/2026 | 6388   | OPERATING | 78.00     |
| 06/24/2026 | BMO HARRIS | 10E000 2130 4100 00 000000 | WALGREENS #5056<br>GURNEE IL             | 60526.63 | 06/01/2026 | 6388   | OPERATING | 43.98     |
| 06/24/2026 | BMO HARRIS | 10E000 3000 4100 00 490900 | LEWIS FRESH MARKET                       | 60526.64 | 05/07/2026 | 6388   | OPERATING | 80.00     |

| POST<br>DATE                             | VENDOR               | ACCOUNT<br>NUMBER          | INVOICE<br>DESCRIPTION                   | INVOICE<br>NUMBER | INVOICE<br>DATE | CHECK<br>NUMBER | BANK<br>CODE | AMOUNT    |
|------------------------------------------|----------------------|----------------------------|------------------------------------------|-------------------|-----------------|-----------------|--------------|-----------|
| 06/24/2026                               | BMO HARRIS           | 10E000 3000 4100 00 490900 | WAUKEGAN IL<br>LA MICHOCANA PREMIUM      | 60526.65          | 05/07/2026      | 6388            | OPERATING    | 33.00     |
| 06/24/2026                               | BMO HARRIS           | 10E000 3000 4100 00 490900 | WAUKEGAN<br>SPEEDWAY 43569               | 60526.66          | 05/07/2026      | 6388            | OPERATING    | 60.00     |
| 06/24/2026                               | BMO HARRIS           | 10E000 2310 4100 00 000000 | GURNEE IL<br>TACOS EL NORTE              | 60526.67          | 05/05/2026      | 6388            | OPERATING    | 690.10    |
| 06/24/2026                               | BMO HARRIS           | 10E000 2520 4100 00 000000 | GURNEE<br>JEWEL OSCO 3405                | 60526.68          | 05/27/2026      | 6388            | OPERATING    | 52.92     |
| 06/24/2026                               | BMO HARRIS           | 10E002 2210 4100 00 433100 | UNITED 01647012791270<br>HOUSTON         | 60526.69          | 06/01/2026      | 6388            | OPERATING    | 107.49    |
| 06/24/2026                               | BMO HARRIS           | 10E002 2210 4100 00 433100 | UNITED 01647012791281<br>HOUSTON         | 60526.70          | 06/01/2026      | 6388            | OPERATING    | 107.49    |
| 06/24/2026                               | BMO HARRIS           | 10E002 2210 4100 00 433100 | UNITED 01621078652443<br>HOUSTON         | 60526.71          | 06/01/2026      | 6388            | OPERATING    | 433.80    |
| 06/24/2026                               | BMO HARRIS           | 10E002 2210 4100 00 433100 | ACCUTRAN CORPORATION VIRGINIA<br>BEACHVA | 60526.72          | 06/01/2026      | 6388            | OPERATING    | 902.00    |
| 06/24/2026                               | BMO HARRIS           | 10E000 2320 3310 00 000000 | PRICELN*DRURY INN SU<br>8007742354 CT    | 60526.73          | 05/11/2026      | 6388            | OPERATING    | -436.98   |
| 06/24/2026                               | BMO HARRIS           | 10E000 2660 3110 00 000000 | SMORE.COM<br>PITTSBURGH PA               | 60526.74          | 06/03/2026      | 6388            | OPERATING    | -120.00   |
| Totals for 6388                          |                      |                            |                                          |                   |                 |                 |              | 29,878.09 |
| Totals for BMO HARRIS                    |                      |                            |                                          |                   |                 |                 |              | 29,878.09 |
| 06/24/2026                               | BOSWELL, STEVEN      | 10E000 2210 3320 00 000000 | Reimbursement - Mileage                  | SB033026          | 03/30/2026      | 10149           | OPERATING    | 31.90     |
| 06/24/2026                               | BOSWELL, STEVEN      | 10E000 2210 3320 00 000000 | Reimbursement - Mileage                  | SB043026          | 04/30/2026      | 10149           | OPERATING    | 31.90     |
| 06/24/2026                               | BOSWELL, STEVEN      | 10E000 2210 3320 00 000000 | Reimbursement - Mileage                  | SB053026          | 05/30/2026      | 10149           | OPERATING    | 37.99     |
| Totals for 10149                         |                      |                            |                                          |                   |                 |                 |              | 101.79    |
| Totals for BOSWELL, STEVEN               |                      |                            |                                          |                   |                 |                 |              | 101.79    |
| 06/24/2026                               | BOYS & GIRLS CLUB OF | 10E000 2310 3120 00 000000 | Great Futures Academy                    | 11132024-1        | 06/03/2026      | 10150           | OPERATING    | 4,576.02  |
| Totals for 10150                         |                      |                            |                                          |                   |                 |                 |              | 4,576.02  |
| Totals for BOYS & GIRLS CLUB OF LAKE COU |                      |                            |                                          |                   |                 |                 |              | 4,576.02  |
| 06/24/2026                               | CABAY & COMPANY INC  | 20E006 2540 4100 00 000000 | Supplies - RT                            | 72811             | 05/18/2026      | 10159           | OPERATING    | 96.84     |
| 06/24/2026                               | CABAY & COMPANY INC  | 20E003 2540 4100 00 000000 | Supplies - VKG                           | 72813             | 05/18/2026      | 10159           | OPERATING    | 39.96     |

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| DATE       | VENDOR              | NUMBER  |      |      |    |        |  | DESCRIPTION      | NUMBER  | DATE       | NUMBER | CODE      |          |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72820   | 05/19/2026 | 10159  | OPERATING | 2,384.12 |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72821   | 05/19/2026 | 10159  | OPERATING | 1,599.44 |
| 06/24/2026 | CABAY & COMPANY INC | 20E003  | 2540 | 4100 | 00 | 000000 |  | Supplies - VKG   | 72822   | 05/19/2026 | 10159  | OPERATING | 1,645.29 |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72823   | 05/19/2026 | 10159  | OPERATING | 3,589.26 |
| 06/24/2026 | CABAY & COMPANY INC | 20E004  | 2540 | 4100 | 00 | 000000 |  | Supplies - TRANS | 72824   | 05/19/2026 | 10159  | OPERATING | 1,081.72 |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72812   | 05/18/2026 | 10159  | OPERATING | 39.96    |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72935   | 06/11/2026 | 10159  | OPERATING | 174.50   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72936   | 06/11/2026 | 10159  | OPERATING | 135.00   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72937   | 06/11/2026 | 10159  | OPERATING | 135.00   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72938   | 06/11/2026 | 10159  | OPERATING | 179.44   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72939   | 06/11/2026 | 10159  | OPERATING | 452.99   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72940   | 06/11/2026 | 10159  | OPERATING | 99.62    |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72941   | 06/11/2026 | 10159  | OPERATING | 296.71   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72945   | 06/11/2026 | 10159  | OPERATING | 390.00   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72946   | 06/11/2026 | 10159  | OPERATING | 216.34   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72947   | 06/11/2026 | 10159  | OPERATING | 102.18   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72948   | 06/11/2026 | 10159  | OPERATING | 244.50   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72949   | 06/11/2026 | 10159  | OPERATING | 389.65   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72950   | 06/11/2026 | 10159  | OPERATING | 286.28   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72951   | 06/11/2026 | 10159  | OPERATING | 103.01   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72952   | 06/11/2026 | 10159  | OPERATING | 405.76   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72953   | 06/11/2026 | 10159  | OPERATING | 128.36   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72954   | 06/11/2026 | 10159  | OPERATING | 756.84   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72955   | 06/11/2026 | 10159  | OPERATING | 162.40   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72956   | 06/11/2026 | 10159  | OPERATING | 225.80   |
| 06/24/2026 | CABAY & COMPANY INC | 20E001  | 2540 | 4100 | 00 | 000000 |  | Supplies - SPL   | 72957   | 06/11/2026 | 10159  | OPERATING | 105.00   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72942   | 06/11/2026 | 10159  | OPERATING | 51.25    |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72943   | 06/11/2026 | 10159  | OPERATING | 72.50    |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72944   | 06/11/2026 | 10159  | OPERATING | 1,380.00 |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72958   | 06/11/2026 | 10159  | OPERATING | 363.20   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72959   | 06/11/2026 | 10159  | OPERATING | 438.30   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72960   | 06/11/2026 | 10159  | OPERATING | 363.80   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72961   | 06/11/2026 | 10159  | OPERATING | 431.86   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72962   | 06/11/2026 | 10159  | OPERATING | 253.11   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72963   | 06/11/2026 | 10159  | OPERATING | 230.11   |
| 06/24/2026 | CABAY & COMPANY INC | 20E002  | 2540 | 4100 | 00 | 000000 |  | Supplies - PT    | 72964   | 06/11/2026 | 10159  | OPERATING | 301.25   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72912   | 06/02/2026 | 10159  | OPERATING | 982.00   |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72913   | 06/02/2026 | 10159  | OPERATING | 57.50    |
| 06/24/2026 | CABAY & COMPANY INC | 20E006  | 2540 | 4100 | 00 | 000000 |  | Supplies - RT    | 72914   | 06/02/2026 | 10159  | OPERATING | 136.25   |



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| DATE                                     | VENDOR               | NUMBER |      |      |    |        |                                                      | DESCRIPTION | NUMBER     | DATE  | NUMBER CODE | AMOUNT    |
| Totals for CASTILLO PORTILLO, CLAUDIA    |                      |        |      |      |    |        |                                                      |             |            |       | 148.93      |           |
| 06/24/2026                               | CEJKA, JONATHAN      | 10E000 | 2660 | 3320 | 00 | 000000 | Reimbursement - Mileage                              | JC033026    | 06/02/2026 | 10164 | OPERATING   | 99.75     |
| 06/24/2026                               | CEJKA, JONATHAN      | 10E000 | 2660 | 3320 | 00 | 000000 | Reimbursement - Mileage                              | JC043026    | 06/02/2026 | 10164 | OPERATING   | 144.20    |
| 06/24/2026                               | CEJKA, JONATHAN      | 10E000 | 2660 | 3320 | 00 | 000000 | Reimbursement - Mileage                              | JC053126    | 06/02/2026 | 10164 | OPERATING   | 130.31    |
| Totals for 10164                         |                      |        |      |      |    |        |                                                      |             |            |       | 374.26      |           |
| Totals for CEJKA, JONATHAN               |                      |        |      |      |    |        |                                                      |             |            |       | 374.26      |           |
| 06/24/2026                               | CENTER FOR PSYCHOLOG | 10E000 | 1200 | 3120 | 00 | 000000 | IEP Attendance                                       | 3540        | 06/01/2026 | 10165 | OPERATING   | 1,650.00  |
| 06/24/2026                               | CENTER FOR PSYCHOLOG | 10E000 | 1200 | 3120 | 00 | 000000 | Bilingual Psych Testing                              | 3449        | 04/09/2026 | 10165 | OPERATING   | 2,113.00  |
| 06/24/2026                               | CENTER FOR PSYCHOLOG | 10E000 | 1200 | 3120 | 00 | 000000 | Bilingual Early Childhood Assessment Team Evaluation | 3560        | 06/15/2026 | 10165 | OPERATING   | 3,500.00  |
| Totals for 10165                         |                      |        |      |      |    |        |                                                      |             |            |       | 7,263.00    |           |
| Totals for CENTER FOR PSYCHOLOGICAL SERV |                      |        |      |      |    |        |                                                      |             |            |       | 7,263.00    |           |
| 06/24/2026                               | CITICARE SERVICES    | 40E000 | 2550 | 3184 | 00 | 000000 | Student Transportation                               | 6836        | 05/30/2026 | 10166 | OPERATING   | 4,413.20  |
| 06/24/2026                               | CITICARE SERVICES    | 40E000 | 2550 | 3184 | 00 | 000000 | Student Transportation                               | 6837        | 06/04/2026 | 10166 | OPERATING   | 21,940.00 |
| Totals for 10166                         |                      |        |      |      |    |        |                                                      |             |            |       | 26,353.20   |           |
| Totals for CITICARE SERVICES             |                      |        |      |      |    |        |                                                      |             |            |       | 26,353.20   |           |
| 06/24/2026                               | COLLECTIVE LIABILITY | 80E000 | 2369 | 3420 | 00 | 000000 | ISDLAF PLUS                                          | 05.15.2026  | 05/15/2026 | 10167 | OPERATING   | 11,130.50 |
| Totals for 10167                         |                      |        |      |      |    |        |                                                      |             |            |       | 11,130.50   |           |
| Totals for COLLECTIVE LIABILITY INSURANC |                      |        |      |      |    |        |                                                      |             |            |       | 11,130.50   |           |
| 06/24/2026                               | COLLEY ELEVATOR CO   | 20E003 | 2540 | 3120 | 00 | 000000 | Contract Service - VKG                               | 300890      | 06/01/2026 | 10168 | OPERATING   | 468.00    |
| Totals for 10168                         |                      |        |      |      |    |        |                                                      |             |            |       | 468.00      |           |
| Totals for COLLEY ELEVATOR CO            |                      |        |      |      |    |        |                                                      |             |            |       | 468.00      |           |
| 06/24/2026                               | COMCAST              | 10E000 | 2660 | 3500 | 00 | 000000 | Internet Service - 05.31.26 - 06.30.26               | 8771100280  | 05/24/2026 | 10169 | OPERATING   | 1,148.11  |
| Totals for 10169                         |                      |        |      |      |    |        |                                                      |             |            |       | 1,148.11    |           |
| Totals for COMCAST                       |                      |        |      |      |    |        |                                                      |             |            |       | 1,148.11    |           |

| POST       |                      | ACCOUNT |                     | INVOICE                    |  | INVOICE    |            | CHECK BANK |                                          |           |
|------------|----------------------|---------|---------------------|----------------------------|--|------------|------------|------------|------------------------------------------|-----------|
| DATE       | VENDOR               | NUMBER  |                     | DESCRIPTION                |  | NUMBER     | DATE       | NUMBER     | CODE                                     | AMOUNT    |
| 06/24/2026 | CONNECTIONS DAY SCHO | 10E000  | 1912 6700 00 000000 | Tuition - MAR 2026         |  | 34312      | 03/31/2026 | 10170      | OPERATING                                | 5,387.20  |
| 06/24/2026 | CONNECTIONS DAY SCHO | 10E000  | 1912 6700 00 000000 | Tuition - MAY 2026         |  | 34513      | 05/29/2026 | 10170      | OPERATING                                | 6,397.30  |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10170                         | 11,784.50 |
|            |                      |         |                     |                            |  |            |            |            | Totals for CONNECTIONS DAY SCHOOL SOUTH  | 11,784.50 |
| 06/24/2026 | CONSTELLATION NEW EN | 20E000  | 2540 4670 00 000000 | Electricity - DO           |  | 7285832270 | 05/13/2026 | 10171      | OPERATING                                | 336.28    |
| 06/24/2026 | CONSTELLATION NEW EN | 20E001  | 2540 4670 00 000000 | Electricity - SPL          |  | 7285835050 | 05/13/2026 | 10171      | OPERATING                                | 2,749.59  |
| 06/24/2026 | CONSTELLATION NEW EN | 20E002  | 2540 4670 00 000000 | Electricity - PT           |  | 7285832970 | 05/14/2026 | 10171      | OPERATING                                | 800.35    |
| 06/24/2026 | CONSTELLATION NEW EN | 20E003  | 2540 4670 00 000000 | Electricity - VKG          |  | 7284910380 | 05/12/2026 | 10171      | OPERATING                                | 4,099.87  |
| 06/24/2026 | CONSTELLATION NEW EN | 20E004  | 2540 4670 00 000000 | Electricity - TRANS        |  | 7285833850 | 05/13/2026 | 10171      | OPERATING                                | 329.53    |
| 06/24/2026 | CONSTELLATION NEW EN | 20E000  | 2540 4670 00 000000 | Electricity - RT           |  | 7284917850 | 05/12/2026 | 10171      | OPERATING                                | 2,911.52  |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10171                         | 11,227.14 |
|            |                      |         |                     |                            |  |            |            |            | Totals for CONSTELLATION NEW ENERGY, INC | 11,227.14 |
| 06/24/2026 | CONSTELLATION NEW EN | 20E001  | 2540 4660 00 000000 | Constellation Gas Bill     |  | 4605009    | 05/28/2026 | 10172      | OPERATING                                | 1,198.26  |
| 06/24/2026 | CONSTELLATION NEW EN | 20E002  | 2540 4660 00 000000 | Constellation Gas Bill     |  | 4605009    | 05/28/2026 | 10172      | OPERATING                                | 306.69    |
| 06/24/2026 | CONSTELLATION NEW EN | 20E003  | 2540 4660 00 000000 | Constellation Gas Bill     |  | 4605009    | 05/28/2026 | 10172      | OPERATING                                | 1,389.25  |
| 06/24/2026 | CONSTELLATION NEW EN | 20E006  | 2540 4660 00 000000 | Constellation Gas Bill     |  | 4605009    | 05/28/2026 | 10172      | OPERATING                                | 1,579.75  |
| 06/24/2026 | CONSTELLATION NEW EN | 20E004  | 2540 4660 00 000000 | Constellation Gas Bill     |  | 4605009    | 05/28/2026 | 10172      | OPERATING                                | 87.55     |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10172                         | 4,561.50  |
|            |                      |         |                     |                            |  |            |            |            | Totals for CONSTELLATION NEW ENERGY - GA | 4,561.50  |
| 06/24/2026 | MCGRAW HILL          | 10E000  | 1100 3115 00 000000 | Actively Learn 2026 - 2027 |  | 1406741440 | 05/18/2026 | 10173      | OPERATING                                | 7,093.48  |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10173                         | 7,093.48  |
|            |                      |         |                     |                            |  |            |            |            | Totals for MCGRAW HILL                   | 7,093.48  |
| 06/24/2026 | DAILY HERALD/PADDOCK | 10E000  | 2310 3520 00 000000 | Proportionate Share        |  | 378857     | 05/18/2026 | 10174      | OPERATING                                | 62.10     |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10174                         | 62.10     |
|            |                      |         |                     |                            |  |            |            |            | Totals for DAILY HERALD/PADDOCK PUBLICAT | 62.10     |
| 06/24/2026 | DEMCO                | 10E000  | 1800 3120 00 000000 | Telephone Service          |  | 13226      | 05/31/2026 | 10175      | OPERATING                                | 327.45    |
|            |                      |         |                     |                            |  |            |            |            | Totals for 10175                         | 327.45    |

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| DATE       | VENDOR               |                | NUMBER |      |      |    |        | DESCRIPTION                      | NUMBER                                   | DATE       | NUMBER           | CODE      | AMOUNT   |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for DEMCO |           | 327.45   |
| 06/24/2026 | EBSCO                | INFORMATION SE | 10E001 | 2220 | 4410 | 00 | 000000 | Multimedia Subscription (Annual) | 9101104864                               | 06/08/2026 | 10176            | OPERATING | 462.12   |
| 06/24/2026 | EBSCO                | INFORMATION SE | 10E001 | 2220 | 4410 | 00 | 000000 | Magazine Renewals - SPL          | 1758169-1                                | 06/08/2026 | 10176            | OPERATING | -0.01    |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10176 |           | 462.11   |
|            |                      |                |        |      |      |    |        |                                  | Totals for EBSCO INFORMATION SERVICES    |            |                  |           | 462.11   |
| 06/24/2026 | EIKENBERRY, GLENN    |                | 10E003 | 1100 | 3320 | 00 | 000000 | Reimbursement - Mileage          | GE060326                                 | 06/03/2026 | 10177            | OPERATING | 114.24   |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10177 |           | 114.24   |
|            |                      |                |        |      |      |    |        |                                  | Totals for EIKENBERRY, GLENN             |            |                  |           | 114.24   |
| 06/24/2026 | ELMAN, DAIN          |                | 10E000 | 2210 | 3310 | 00 | 462000 | Reimbursement - IDEA Conference  | DE022026                                 | 02/20/2026 | 10178            | OPERATING | 354.26   |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10178 |           | 354.26   |
|            |                      |                |        |      |      |    |        |                                  | Totals for ELMAN, DAIN                   |            |                  |           | 354.26   |
| 06/24/2026 | ELVERT WEST, MOLLY   |                | 10E003 | 1100 | 3320 | 00 | 000000 | Reimbursement - Mileage          | MEW060226                                | 06/02/2026 | 10179            | OPERATING | 453.87   |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10179 |           | 453.87   |
|            |                      |                |        |      |      |    |        |                                  | Totals for ELVERT WEST, MOLLY            |            |                  |           | 453.87   |
| 06/24/2026 | ENGLER CALLAWAY BASS |                | 20E001 | 2540 | 3120 | 00 | 000000 | Legal Services                   | 37017                                    | 06/01/2026 | 10180            | OPERATING | 2,453.50 |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10180 |           | 2,453.50 |
|            |                      |                |        |      |      |    |        |                                  | Totals for ENGLER CALLAWAY BASSTEN, SRAG |            |                  |           | 2,453.50 |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E002 | 2220 | 4300 | 00 | 000000 | Books - PT                       | 737127F                                  | 05/28/2026 | 10182            | OPERATING | 59.96    |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E002 | 2220 | 4300 | 00 | 000000 | Books - PT                       | 740898F                                  | 05/22/2026 | 10182            | OPERATING | 131.35   |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 724109                                   | 03/27/2026 | 10182            | OPERATING | 467.40   |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 724109A                                  | 04/20/2026 | 10182            | OPERATING | 614.25   |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 725039A                                  | 04/03/2026 | 10182            | OPERATING | 616.19   |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 725039B                                  | 05/18/2026 | 10182            | OPERATING | 615.66   |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 724109F                                  | 05/13/2026 | 10182            | OPERATING | 73.26    |
| 06/24/2026 | FOLLETT              | CONTENT SOLU   | 10E001 | 2220 | 4300 | 00 | 000000 | Books - SPL                      | 725034F                                  | 05/18/2026 | 10182            | OPERATING | 786.09   |
|            |                      |                |        |      |      |    |        |                                  |                                          |            | Totals for 10182 |           | 3,364.16 |

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| DATE                                     | VENDOR               | NUMBER |      |      |    |        |                          | DESCRIPTION | NUMBER     | DATE       | NUMBER    | CODE     | AMOUNT   |
| Totals for FOLLETT CONTENT SOLUTIONS LLC |                      |        |      |      |    |        |                          |             |            |            |           |          | 3,364.16 |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E001 | 2540 | 3120 | 00 | 000000 | Contract Service - SPL   | I-96272     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E000 | 2540 | 3120 | 00 | 000000 | Contract Service         | I-96271     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E002 | 2540 | 3120 | 00 | 000000 | Contract Service         | I-96271     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E003 | 2540 | 3120 | 00 | 000000 | Contract Service         | I-96271     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E006 | 2540 | 3120 | 00 | 000000 | Contract Service         | I-96271     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| 06/24/2026                               | FSS TECHNOLOGIES LLC | 20E004 | 2540 | 3120 | 00 | 000000 | Contract Service         | I-96271     | 05/17/2026 | 10183      | OPERATING | 255.00   |          |
| Totals for 10183                         |                      |        |      |      |    |        |                          |             |            |            |           |          | 1,530.00 |
| Totals for FSS TECHNOLOGIES LLC          |                      |        |      |      |    |        |                          |             |            |            |           |          | 1,530.00 |
| 06/24/2026                               | GAJAUSKAS, LAURA     | 10E000 | 2150 | 4100 | 00 | 000000 | Reimbursement - Supplies | LG051826    | 05/18/2026 | 10184      | OPERATING | 49.99    |          |
| Totals for 10184                         |                      |        |      |      |    |        |                          |             |            |            |           |          | 49.99    |
| Totals for GAJAUSKAS, LAURA              |                      |        |      |      |    |        |                          |             |            |            |           |          | 49.99    |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 280316      | 04/16/2026 | 10186      | OPERATING | 3,020.22 |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 284160      | 06/05/2026 | 10186      | OPERATING | 78.49    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 284015      | 06/03/2026 | 10186      | OPERATING | 71.18    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 284131      | 06/04/2026 | 10186      | OPERATING | 71.25    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 284126      | 06/04/2026 | 10186      | OPERATING | 78.49    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 283848      | 06/01/2026 | 10186      | OPERATING | 81.92    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 283797      | 05/30/2026 | 10186      | OPERATING | 74.65    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 283770      | 05/29/2026 | 10186      | OPERATING | 78.49    |          |
| 06/24/2026                               | GILLESPIE FORD       | 40E000 | 2550 | 3210 | 00 | 000000 | Repairs                  | 283758      | 05/29/2026 | 10186      | OPERATING | 78.49    |          |
| Totals for 10186                         |                      |        |      |      |    |        |                          |             |            |            |           |          | 3,633.18 |
| Totals for GILLESPIE FORD                |                      |        |      |      |    |        |                          |             |            |            |           |          | 3,633.18 |
| 06/24/2026                               | HEALTH EQUITY EMPLOY | 10L000 | 4590 | 0000 | 00 | 000000 | Health Equity Employer   | 060426      | 06/04/2026 | 6389       | OPERATING | 4,375.00 |          |
| Totals for 6389                          |                      |        |      |      |    |        |                          |             |            |            |           |          | 4,375.00 |
| Totals for HEALTH EQUITY EMPLOYER CONTRI |                      |        |      |      |    |        |                          |             |            |            |           |          | 4,375.00 |
| 06/24/2026                               | HELFERS, PETE        | 10E000 | 2210 | 4100 | 00 | 000000 | Reimbursement - Supplies | PH060826    | 06/08/2026 | 10187      | OPERATING | 18.08    |          |
| 06/24/2026                               | HELFERS, PETE        | 10E000 | 2210 | 4100 | 00 | 000000 | Reimbursement - Supplies | PH060426    | 06/04/2026 | 10187      | OPERATING | 293.91   |          |
| Totals for 10187                         |                      |        |      |      |    |        |                          |             |            |            |           |          | 311.99   |

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| Totals for HELFERS, PETE                |                      |                            |                                         |                   |                 |                           | 311.99   |
| 06/24/2026                              | HELM SERVICE         | 20E001 2540 3500 00 000000 | Contract Service                        | CHI208963         | 04/26/2026      | 10188 OPERATING           | 790.00   |
| 06/24/2026                              | HELM SERVICE         | 20E006 2540 3120 00 000000 | Contract Service                        | CHI208964         | 04/26/2026      | 10188 OPERATING           | 965.00   |
| Totals for 10188                        |                      |                            |                                         |                   |                 |                           | 1,755.00 |
| Totals for HELM SERVICE                 |                      |                            |                                         |                   |                 |                           | 1,755.00 |
| 06/24/2026                              | HOWARD TECHNOLOGY SO | 10E000 2660 3110 00 000000 | Adobe Creative Cloud License<br>Renewal | 5681912026        | 06/05/2026      | 10189 OPERATING           | 3,000.00 |
| Totals for 10189                        |                      |                            |                                         |                   |                 |                           | 3,000.00 |
| Totals for HOWARD TECHNOLOGY SOLUTIONS  |                      |                            |                                         |                   |                 |                           | 3,000.00 |
| 06/24/2026                              | ILLINOIS ASSOC OF S  | 10E000 2520 6400 00 000000 | Membership                              | 8664              | 06/01/2026      | 10190 OPERATING           | 150.00   |
| Totals for 10190                        |                      |                            |                                         |                   |                 |                           | 150.00   |
| Totals for ILLINOIS ASSOC OF SCHOOL PER |                      |                            |                                         |                   |                 |                           | 150.00   |
| 06/24/2026                              | ILLINOIS OFFICE OF T | 20E000 2540 3120 00 000000 | Contract Service                        | 10010222          | 05/15/2026      | 10191 OPERATING           | 820.00   |
| Totals for 10191                        |                      |                            |                                         |                   |                 |                           | 820.00   |
| Totals for ILLINOIS OFFICE OF THE STATE |                      |                            |                                         |                   |                 |                           | 820.00   |
| 06/24/2026                              | ILLINOIS MUNICIPAL R | 10L000 4590 0000 00 000000 | Late Payment Fee                        | 5226616-C1        | 04/29/2029      | 10192 OPERATING           | 126.44   |
| 06/24/2026                              | ILLINOIS MUNICIPAL R | 10L000 4590 0000 00 000000 | Late Payment Fee                        | 5226618-N3        | 04/29/2029      | 10192 OPERATING           | 1.22     |
| Totals for 10192                        |                      |                            |                                         |                   |                 |                           | 127.66   |
| Totals for ILLINOIS MUNICIPAL RET FUND  |                      |                            |                                         |                   |                 |                           | 127.66   |
| 06/24/2026                              | INTERMEDIA.NET INC   | 20E000 2540 3500 00 000000 | Communication                           | 2606074944        | 05/02/2026      | 10193 OPERATING           | 4,228.86 |
| Totals for 10193                        |                      |                            |                                         |                   |                 |                           | 4,228.86 |
| Totals for INTERMEDIA.NET INC           |                      |                            |                                         |                   |                 |                           | 4,228.86 |
| 06/24/2026                              | ISBS                 | 10E000 2570 3630 00 000000 | Leasing                                 | 442289            | 05/28/2026      | 10194 OPERATING           | 7,754.48 |
| 06/24/2026                              | ISBS                 | 10E000 2570 3630 00 000000 | Leasing                                 | 442408            | 05/29/2026      | 10194 OPERATING           | 24.31    |
| 06/24/2026                              | ISBS                 | 10E000 2570 3630 00 000000 | Leasing                                 | 442429            | 05/29/2026      | 10194 OPERATING           | 969.00   |

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| 06/24/2026 | ISBS                     | 10E000 2570 3630 00 000000 | Leasing                            | 442431     | 05/29/2026 | 10194 OPERATING                     | 868.00   |
| 06/24/2026 | ISBS                     | 10E000 2570 3630 00 000000 | Leasing                            | 442430     | 05/29/2026 | 10194 OPERATING                     | 105.48   |
|            |                          |                            |                                    |            |            | Totals for 10194                    | 9,721.27 |
|            |                          |                            |                                    |            |            | Totals for ISBS                     | 9,721.27 |
| 06/24/2026 | ISCORP                   | 10E000 2520 3110 00 000000 | Skyward Hosting Services - Finance | 4459       | 06/01/2026 | 10195 OPERATING                     | 9,814.00 |
|            |                          |                            |                                    |            |            | Totals for 10195                    | 9,814.00 |
|            |                          |                            |                                    |            |            | Totals for ISCORP                   | 9,814.00 |
| 06/24/2026 | J J KELLER & ASSOC I     | 40E000 2550 4100 00 000000 | Supplies                           | 9111236423 | 05/26/2026 | 10196 OPERATING                     | 1,806.61 |
|            |                          |                            |                                    |            |            | Totals for 10196                    | 1,806.61 |
|            |                          |                            |                                    |            |            | Totals for J J KELLER & ASSOC INC   | 1,806.61 |
| 06/24/2026 | KESHET                   | 10E000 1912 6700 00 000000 | Tuition - May 2026                 | 34506      | 05/31/2026 | 10197 OPERATING                     | 9,630.53 |
|            |                          |                            |                                    |            |            | Totals for 10197                    | 9,630.53 |
|            |                          |                            |                                    |            |            | Totals for KESHET                   | 9,630.53 |
| 06/24/2026 | KILE, ILENE              | 10E000 2210 3310 00 462000 | Contract Service                   | IK043026   | 04/30/2026 | 10198 OPERATING                     | 2,697.50 |
| 06/24/2026 | KILE, ILENE              | 10E000 2210 3310 00 462000 | Contract Service                   | IK053126   | 05/31/2026 | 10198 OPERATING                     | 195.00   |
|            |                          |                            |                                    |            |            | Totals for 10198                    | 2,892.50 |
|            |                          |                            |                                    |            |            | Totals for KILE, ILENE              | 2,892.50 |
| 06/24/2026 | LAKE SIDE INTL LLC       | 40E000 2550 3210 00 000000 | Bus Repair                         | 2064915    | 06/15/2026 | 10199 OPERATING                     | 4,124.08 |
| 06/24/2026 | LAKE SIDE INTL LLC       | 40E000 2550 3210 00 000000 | Bus Repair                         | 2064919    | 06/12/2026 | 10199 OPERATING                     | 4,578.84 |
|            |                          |                            |                                    |            |            | Totals for 10199                    | 8,702.92 |
|            |                          |                            |                                    |            |            | Totals for LAKE SIDE INTL LLC       | 8,702.92 |
| 06/24/2026 | LAKE SIDE TRANSPORTATION | 40E000 2550 3184 00 000000 | Student Transportation - MAY 2026  | RTINV10063 | 05/21/2026 | 10200 OPERATING                     | 3,155.40 |
|            |                          |                            |                                    |            |            | Totals for 10200                    | 3,155.40 |
|            |                          |                            |                                    |            |            | Totals for LAKE SIDE TRANSPORTATION | 3,155.40 |

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| 06/24/2026   | LEARN WELL EDUCATION | 10E000 1100 3185 00 000000 | Hospital Tutoring                              | INV322701         | 05/22/2026                               | 10201 OPERATING           | 608.00   |
|              |                      |                            |                                                |                   |                                          | Totals for 10201          | 608.00   |
|              |                      |                            |                                                |                   | Totals for LEARN WELL EDUCATION          |                           | 608.00   |
| 06/24/2026   | LECHNER SERVICES     | 20E000 2540 3150 00 000000 | Contract Service - VKG                         | 3654495           | 05/26/2026                               | 10202 OPERATING           | 89.45    |
| 06/24/2026   | LECHNER SERVICES     | 20E000 2540 3150 00 000000 | Contract Service - VKG                         | 3652189           | 05/19/2026                               | 10202 OPERATING           | 89.45    |
| 06/24/2026   | LECHNER SERVICES     | 20E000 2540 3150 00 000000 | Contract Service - VKG                         | 3659091           | 06/09/2026                               | 10202 OPERATING           | 92.13    |
|              |                      |                            |                                                |                   |                                          | Totals for 10202          | 271.03   |
|              |                      |                            |                                                |                   | Totals for LECHNER SERVICES              |                           | 271.03   |
| 06/24/2026   | LIPHARDT, LAURA      | 10E003 1100 3320 00 000000 | Reimbursement - Mileage                        | LL052726          | 05/27/2026                               | 10203 OPERATING           | 59.15    |
| 06/24/2026   | LIPHARDT, LAURA      | 10E003 1100 3320 00 000000 | Reimbursement - Mileage                        | LL042926          | 05/27/2026                               | 10203 OPERATING           | 35.35    |
|              |                      |                            |                                                |                   |                                          | Totals for 10203          | 94.50    |
|              |                      |                            |                                                |                   | Totals for LIPHARDT, LAURA               |                           | 94.50    |
| 06/24/2026   | LIVENLEARN EDUCATION | 10E000 2210 3310 00 462000 | Contract Service -<br>Professional Development | 002.1             | 05/15/2026                               | 10204 OPERATING           | 1,100.00 |
|              |                      |                            |                                                |                   |                                          | Totals for 10204          | 1,100.00 |
|              |                      |                            |                                                |                   | Totals for LIVENLEARN EDUCATION CONSULTI |                           | 1,100.00 |
| 06/24/2026   | MARISSA BENNETT CONS | 10E000 2220 3000 00 462000 | Contract Service                               | 14477023          | 06/11/2026                               | 10205 OPERATING           | 720.00   |
|              |                      |                            |                                                |                   |                                          | Totals for 10205          | 720.00   |
|              |                      |                            |                                                |                   | Totals for MARISSA BENNETT CONSULTING, L |                           | 720.00   |
| 06/24/2026   | MCCLURE'S GARAGE     | 40E000 2550 3210 00 000000 | Repairs                                        | INV0220           | 05/29/2026                               | 10206 OPERATING           | 165.00   |
|              |                      |                            |                                                |                   |                                          | Totals for 10206          | 165.00   |
|              |                      |                            |                                                |                   | Totals for MCCLURE'S GARAGE              |                           | 165.00   |
| 06/24/2026   | MENARDS              | 20E000 2540 4100 00 000000 | Supplies                                       | 52063             | 06/07/2026                               | 10207 OPERATING           | 35.52    |
| 06/24/2026   | MENARDS              | 20E000 2540 4100 00 000000 | Supplies                                       | 52062             | 06/07/2026                               | 10207 OPERATING           | 25.55    |
| 06/24/2026   | MENARDS              | 20E000 2540 4100 00 000000 | Supplies                                       | 52061             | 06/07/2026                               | 10207 OPERATING           | 35.03    |
| 06/24/2026   | MENARDS              | 20E000 2540 4100 00 000000 | Supplies                                       | 52060             | 06/07/2026                               | 10207 OPERATING           | 45.93    |



| POST<br>DATE | VENDOR               | ACCOUNT<br>NUMBER          | INVOICE<br>DESCRIPTION               | INVOICE<br>NUMBER | INVOICE<br>DATE                       | CHECK BANK<br>NUMBER CODE | AMOUNT   |
|--------------|----------------------|----------------------------|--------------------------------------|-------------------|---------------------------------------|---------------------------|----------|
| 06/24/2026   | MUSIC & ARTS CENTER, | 10E003 1100 3210 15 000000 | Repairs                              | INC0596274        | 05/20/2026                            | 10213 OPERATING           | 147.00   |
|              |                      |                            |                                      |                   |                                       | Totals for 10213          | 147.00   |
|              |                      |                            |                                      |                   | Totals for MUSIC & ARTS CENTER, INC   |                           | 147.00   |
| 06/24/2026   | NAPA AUTO PARTS      | 40E000 2550 4100 00 000000 | Supplies                             | 345575            | 06/10/2026                            | 10214 OPERATING           | 184.85   |
|              |                      |                            |                                      |                   |                                       | Totals for 10214          | 184.85   |
|              |                      |                            |                                      |                   | Totals for NAPA AUTO PARTS            |                           | 184.85   |
| 06/24/2026   | NEW CONNECTIONS ACAD | 10E000 1912 6700 00 000000 | Tuition - May 2026                   | 17554             | 05/29/2026                            | 10215 OPERATING           | 7,044.82 |
|              |                      |                            |                                      |                   |                                       | Totals for 10215          | 7,044.82 |
|              |                      |                            |                                      |                   | Totals for NEW CONNECTIONS ACADEMY    |                           | 7,044.82 |
| 06/24/2026   | NORTH SHORE GAS      | 20E000 2540 4660 00 000000 | Gas Bill - DO                        | 5938522673        | 05/21/2026                            | 10216 OPERATING           | 59.59    |
| 06/24/2026   | NORTH SHORE GAS      | 20E001 2540 4660 00 000000 | Gas Bill - SPL                       | 5938357141        | 05/21/2026                            | 10216 OPERATING           | 51.81    |
|              |                      |                            |                                      |                   |                                       | Totals for 10216          | 111.40   |
|              |                      |                            |                                      |                   | Totals for NORTH SHORE GAS            |                           | 111.40   |
| 06/24/2026   | NSN EMPLOYER SERVICE | 80E000 2363 3840 00 000000 | Unemployment Claims Admin MGT<br>SVC | 2025-2026         | 03/11/2025                            | 10217 OPERATING           | 1,089.62 |
|              |                      |                            |                                      |                   |                                       | Totals for 10217          | 1,089.62 |
|              |                      |                            |                                      |                   | Totals for NSN EMPLOYER SERVICES, INC |                           | 1,089.62 |
| 06/24/2026   | ONE HOPE UNITED      | 10E000 1912 6700 00 000000 | Tuition May 2026                     | May 2026          | 06/03/2026                            | 10218 OPERATING           | 6,602.20 |
|              |                      |                            |                                      |                   |                                       | Totals for 10218          | 6,602.20 |
|              |                      |                            |                                      |                   | Totals for ONE HOPE UNITED            |                           | 6,602.20 |
| 06/24/2026   | PITNEY BOWES         | 10E000 2520 3510 00 000000 | Leasing - SPL                        | 1029272847        | 04/10/2026                            | 10219 OPERATING           | 141.92   |
|              |                      |                            |                                      |                   |                                       | Totals for 10219          | 141.92   |
|              |                      |                            |                                      |                   | Totals for PITNEY BOWES               |                           | 141.92   |
| 06/24/2026   | PITNEY BOWES GLOBAL  | 10E000 2570 3630 00 000000 | Leasing - PT                         | 3107883716        | 05/11/2026                            | 10220 OPERATING           | 47.76    |

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|            |                      |                            |                              |            |            | Totals for 10220                         | 47.76      |
|            |                      |                            |                              |            |            | Totals for PITNEY BOWES GLOBAL FINANCIAL | 47.76      |
| 06/24/2026 | POMP'S TIRE SERVICE  | 40E000 2550 3210 00 000000 | Repairs                      | 290299274  | 03/09/2026 | 10221 OPERATING                          | 898.58     |
| 06/24/2026 | POMP'S TIRE SERVICE  | 40E000 2550 3210 00 000000 | Repairs                      | 290303632  | 06/05/2026 | 10221 OPERATING                          | 999.66     |
| 06/24/2026 | POMP'S TIRE SERVICE  | 40E000 2550 3210 00 000000 | Repairs                      | 290303710  | 06/08/2026 | 10221 OPERATING                          | 1,069.28   |
|            |                      |                            |                              |            |            | Totals for 10221                         | 2,967.52   |
|            |                      |                            |                              |            |            | Totals for POMP'S TIRE SERVICE INC       | 2,967.52   |
| 06/24/2026 | POOLEY, SHERRY       | 10E000 2330 3120 00 000000 | SPED Admin Support           | 009        | 06/07/2026 | 10222 OPERATING                          | 195.00     |
|            |                      |                            |                              |            |            | Totals for 10222                         | 195.00     |
|            |                      |                            |                              |            |            | Totals for POOLEY, SHERRY                | 195.00     |
| 06/24/2026 | PROCARE THERAPY      | 10E000 2130 3120 00 000000 | Contract Service - Nurse     | 21466846   | 05/24/2026 | 10223 OPERATING                          | 2,214.00   |
| 06/24/2026 | PROCARE THERAPY      | 10E000 2130 3120 00 000000 | Contract Service - Nurse     | 21461006   | 05/17/2026 | 10223 OPERATING                          | 2,214.00   |
| 06/24/2026 | PROCARE THERAPY      | 10E000 2130 3120 00 000000 | Contract Service - Nurse     | 21274236.0 | 09/21/2025 | 10223 OPERATING                          | 2,460.00   |
| 06/24/2026 | PROCARE THERAPY      | 10E000 2130 3120 00 000000 | Contract Service - Nurse     | 21476579   | 06/07/2026 | 10223 OPERATING                          | 1,476.00   |
| 06/24/2026 | PROCARE THERAPY      | 10E000 2130 3120 00 000000 | Contract Service - Nurse     | 21472445   | 05/31/2026 | 10223 OPERATING                          | 2,009.00   |
|            |                      |                            |                              |            |            | Totals for 10223                         | 10,373.00  |
|            |                      |                            |                              |            |            | Totals for PROCARE THERAPY               | 10,373.00  |
| 06/24/2026 | QUEST FOOD MGT SERVI | 10E000 2560 3140 00 000000 | Breakfast & Lunch - MAY 2026 | IN136784   | 05/31/2026 | 10224 OPERATING                          | 182,809.67 |
|            |                      |                            |                              |            |            | Totals for 10224                         | 182,809.67 |
|            |                      |                            |                              |            |            | Totals for QUEST FOOD MGT SERVICES       | 182,809.67 |
| 06/24/2026 | READ NATURALLY       | 10E000 1100 3115 00 000000 | Read Live Licenses           | 279742     | 06/15/2026 | 10225 OPERATING                          | 910.00     |
|            |                      |                            |                              |            |            | Totals for 10225                         | 910.00     |
|            |                      |                            |                              |            |            | Totals for READ NATURALLY                | 910.00     |
| 06/24/2026 | REHLING, KIM         | 10E001 1100 4100 25 000000 | Reimbursement - Supplies     | KR052226   | 05/22/2026 | 10226 OPERATING                          | 33.98      |
|            |                      |                            |                              |            |            | Totals for 10226                         | 33.98      |
|            |                      |                            |                              |            |            | Totals for REHLING, KIM                  | 33.98      |

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| DATE       | VENDOR      |           | NUMBER |      |      |           | DESCRIPTION                                               | NUMBER     | DATE       | NUMBER | CODE                                | AMOUNT    |
| 06/24/2026 | RENAISSANCE | LEARNING  | 10E003 | 1100 | 3115 | 00 000000 | Flocabulary Plus & 60 min Remote Session                  | INV5695710 | 06/01/2026 | 10227  | OPERATING                           | 3,158.33  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 10227                    | 3,158.33  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for RENAISSANCE LEARNING INC | 3,158.33  |
| 06/24/2026 | RIDE-ON     | TRANSIT   | 40E000 | 2550 | 3184 | 00 000000 | Student Transportation                                    | 260561     | 05/31/2026 | 10228  | OPERATING                           | 59,363.00 |
| 06/24/2026 | RIDE-ON     | TRANSIT   | 40E000 | 2550 | 3184 | 00 000000 | Student Transportation                                    | 260562     | 05/31/2026 | 10228  | OPERATING                           | 2,674.00  |
| 06/24/2026 | RIDE-ON     | TRANSIT   | 40E000 | 2550 | 3184 | 00 000000 | Student Transportation                                    | 260686     | 06/12/2026 | 10228  | OPERATING                           | 456.00    |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 10228                    | 62,493.00 |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for RIDE-ON TRANSIT          | 62,493.00 |
| 06/24/2026 | RIORDAN,    | PATRICIA  | 10E000 | 1225 | 3120 | 00 000000 | Speech and Language Evaluation                            | 106        | 06/04/2026 | 10229  | OPERATING                           | 1,275.00  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 10229                    | 1,275.00  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for RIORDAN, PATRICIA        | 1,275.00  |
| 06/24/2026 | SAKHI,      | NIDA      | 10E000 | 2310 | 2510 | 00 000000 | Reimbursement - Tuition                                   | NS061526   | 06/15/2026 | 10230  | OPERATING                           | 1,295.66  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 10230                    | 1,295.66  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for SAKHI, NIDA              | 1,295.66  |
| 06/24/2026 | SAM'S       | CLUB      | 10E000 | 2520 | 6400 | 00 000000 | Interest Charge                                           | INTEREST C | 04/23/2026 | 6391   | OPERATING                           | 2.16      |
| 06/24/2026 | SAM'S       | CLUB      | 10E000 | 2520 | 6400 | 00 000000 | Late Fee                                                  | LATE FEE   | 04/23/2026 | 6391   | OPERATING                           | 46.96     |
| 06/24/2026 | SAM'S       | CLUB      | 10E000 | 3000 | 4100 | 00 490900 | Supplies                                                  | P928000GF0 | 05/05/2026 | 6391   | OPERATING                           | 62.99     |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 6391                     | 112.11    |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for SAM'S CLUB               | 112.11    |
| 06/24/2026 | SEMMELMAN,  | ELIZABETH | 10E000 | 1225 | 3120 | 00 000000 | Psychoeducational Evaluation & Social/Development History | 8 2025-26  | 02/02/2026 | 10231  | OPERATING                           | 110.00    |
| 06/24/2026 | SEMMELMAN,  | ELIZABETH | 10E000 | 1225 | 3120 | 00 000000 | Psychoeducational Evaluation & Social/Development History | 98 2025-26 | 06/05/2026 | 10231  | OPERATING                           | 1,045.00  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for 10231                    | 1,155.00  |
|            |             |           |        |      |      |           |                                                           |            |            |        | Totals for SEMMELMAN, ELIZABETH     | 1,155.00  |

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| DATE                                     | VENDOR               | NUMBER                     | DESCRIPTION                                       | NUMBER     | DATE       | NUMBER | CODE      | AMOUNT     |
| 06/24/2026                               | SMITHEREEN PEST MGT  | 20E000 2540 3120 00 000000 | Contract Service - VKG                            | 4082730    | 06/01/2026 | 10232  | OPERATING | 168.00     |
| 06/24/2026                               | SMITHEREEN PEST MGT  | 20E000 2540 3120 00 000000 | Contract Service - SPL                            | 4082310    | 06/01/2026 | 10232  | OPERATING | 168.00     |
| Totals for 10232                         |                      |                            |                                                   |            |            |        |           | 336.00     |
| Totals for SMITHEREEN PEST MGT SERVICES  |                      |                            |                                                   |            |            |        |           | 336.00     |
| 06/24/2026                               | SOLOMON, RACHEL      | 10E000 2330 3320 00 000000 | Tuition - May 2026                                | RS042026   | 04/30/2026 | 10233  | OPERATING | 310.94     |
| 06/24/2026                               | SOLOMON, RACHEL      | 10E000 2330 3320 00 000000 | Tuition - June 2026                               | RS061126   | 06/11/2026 | 10233  | OPERATING | 341.74     |
| Totals for 10233                         |                      |                            |                                                   |            |            |        |           | 652.68     |
| Totals for SOLOMON, RACHEL               |                      |                            |                                                   |            |            |        |           | 652.68     |
| 06/24/2026                               | SPECIAL EDUCATION DI | 10E000 1200 3210 00 000000 | In-House Repair / Accessory Cost for FY 2025-2026 | May 21, 20 | 05/21/2026 | 10234  | OPERATING | 36.37      |
| 06/24/2026                               | SPECIAL EDUCATION DI | 10E000 4220 6700 00 000000 | Tuition - June 2026                               | 060926     | 06/09/2026 | 10234  | OPERATING | 195,543.99 |
| 06/24/2026                               | SPECIAL EDUCATION DI | 10E000 4220 6700 00 000000 | FY26 ITINERANT 4TH QUARTER INVOICE                | 2026-06-12 | 06/12/2026 | 10234  | OPERATING | 5,565.00   |
| Totals for 10234                         |                      |                            |                                                   |            |            |        |           | 201,145.36 |
| Totals for SPECIAL EDUCATION DISTRICT OF |                      |                            |                                                   |            |            |        |           | 201,145.36 |
| 06/24/2026                               | SPECTRUM CENTER, INC | 10E000 1912 6700 00 000000 | Tuition - April 2026                              | INV-000092 | 04/30/2026 | 10235  | OPERATING | 22,521.66  |
| Totals for 10235                         |                      |                            |                                                   |            |            |        |           | 22,521.66  |
| Totals for SPECTRUM CENTER, INC.         |                      |                            |                                                   |            |            |        |           | 22,521.66  |
| 06/24/2026                               | SPOTTER STAFFING     | 10E000 2150 3120 00 000000 | Contract Service - Speech Teacher                 | 8124       | 05/21/2026 | 10236  | OPERATING | 7,621.74   |
| 06/24/2026                               | SPOTTER STAFFING     | 10E000 2150 3120 00 000000 | Contract Service - Speech Teacher                 | 8172       | 05/29/2026 | 10236  | OPERATING | 7,621.74   |
| 06/24/2026                               | SPOTTER STAFFING     | 10E000 2150 3120 00 000000 | Contract Service - Speech Teacher                 | 8214       | 06/04/2026 | 10236  | OPERATING | 6,097.39   |
| 06/24/2026                               | SPOTTER STAFFING     | 10E000 2150 3120 00 000000 | Contract Service - Speech Teacher                 | 8237       | 06/10/2026 | 10236  | OPERATING | 4,573.05   |
| Totals for 10236                         |                      |                            |                                                   |            |            |        |           | 25,913.92  |
| Totals for SPOTTER STAFFING              |                      |                            |                                                   |            |            |        |           | 25,913.92  |

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| DATE       | VENDOR               | NUMBER                     | DESCRIPTION                                          | NUMBER     | DATE       | NUMBER | CODE                                   | AMOUNT    |
| 06/24/2026 | STUDIES WEEKLY       | 10E000 1100 4200 00 000000 | Studies Weekly - Our State,<br>Our Nation, Our World | 560331     | 05/26/2026 | 10237  | OPERATING                              | 11,966.46 |
|            |                      |                            |                                                      |            |            |        | Totals for 10237                       | 11,966.46 |
|            |                      |                            |                                                      |            |            |        | Totals for STUDIES WEEKLY              | 11,966.46 |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21464942   | 05/24/2026 | 10239  | OPERATING                              | 2,803.50  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21470943   | 05/31/2026 | 10239  | OPERATING                              | 2,803.50  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21471026   | 05/31/2026 | 10239  | OPERATING                              | 2,803.50  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21459376   | 05/17/2026 | 10239  | OPERATING                              | 3,551.10  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21459030   | 05/17/2026 | 10239  | OPERATING                              | 2,803.50  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21475346   | 06/07/2026 | 10239  | OPERATING                              | 1,962.45  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21475347   | 06/07/2026 | 10239  | OPERATING                              | 1,962.45  |
| 06/24/2026 | SUNBELT STAFFING     | 10E000 2140 3120 00 000000 | Contract Service - School<br>PSYCH                   | 21478612   | 06/14/2026 | 10239  | OPERATING                              | 327.08    |
|            |                      |                            |                                                      |            |            |        | Totals for 10239                       | 19,017.08 |
|            |                      |                            |                                                      |            |            |        | Totals for SUNBELT STAFFING            | 19,017.08 |
| 06/24/2026 | T-MOBILE             | 10E000 2660 3110 00 000000 | Technology Service - Hotspot<br>for Students         | 998347443- | 05/21/2026 | 10240  | OPERATING                              | 427.50    |
| 06/24/2026 | T-MOBILE             | 10E000 2660 3500 00 000000 | Cell Phone Service                                   | 995441854- | 05/21/2026 | 10240  | OPERATING                              | 1,438.41  |
|            |                      |                            |                                                      |            |            |        | Totals for 10240                       | 1,865.91  |
|            |                      |                            |                                                      |            |            |        | Totals for T-MOBILE                    | 1,865.91  |
| 06/24/2026 | TEACHERS' RETIREMENT | 10E000 2310 2140 00 000000 | This Fund - May 2026                                 | 329743     | 05/25/2026 | 6387   | OPERATING                              | 4,051.29  |
|            |                      |                            |                                                      |            |            |        | Totals for 6387                        | 4,051.29  |
|            |                      |                            |                                                      |            |            |        | Totals for TEACHERS' RETIREMENT SYSTEM | 4,051.29  |
| 06/24/2026 | THE ZONES OF REGULTI | 10E001 4110 3120 00 433100 | The Zones of Regulation Pro                          | 10083      | 05/18/2026 | 10241  | OPERATING                              | 7,072.00  |

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|              |                      |                            | Implementation Bundle                      |                   |                 |                                          |           |
|              |                      |                            |                                            |                   |                 | Totals for 10241                         | 7,072.00  |
|              |                      |                            |                                            |                   |                 | Totals for THE ZONES OF REGULTION, INC   | 7,072.00  |
| 06/24/2026   | THOMSON REUTERS - WE | 10E000 2310 3120 00 000000 | Online/Software Subscription<br>- May 2026 | 853692588         | 06/01/2026      | 10242 OPERATING                          | 1,379.70  |
|              |                      |                            |                                            |                   |                 | Totals for 10242                         | 1,379.70  |
|              |                      |                            |                                            |                   |                 | Totals for THOMSON REUTERS - WEST        | 1,379.70  |
| 06/24/2026   | TOPLINE TRANSPORTATI | 40E000 2550 3184 00 000000 | Student Transportation                     | 104575            | 05/30/2026      | 10243 OPERATING                          | 4,593.00  |
|              |                      |                            |                                            |                   |                 | Totals for 10243                         | 4,593.00  |
|              |                      |                            |                                            |                   |                 | Totals for TOPLINE TRANSPORTATION CO     | 4,593.00  |
| 06/24/2026   | TORRES, MIRIAM       | 10E000 3000 3120 00 490900 | Reimbursement - Supplies                   | MT051126          | 05/11/2026      | 10244 OPERATING                          | 161.34    |
|              |                      |                            |                                            |                   |                 | Totals for 10244                         | 161.34    |
|              |                      |                            |                                            |                   |                 | Totals for TORRES, MIRIAM                | 161.34    |
| 06/24/2026   | TRUE NORTH EDUCATION | 10E000 1912 6700 00 000000 | Tuition - April 2026                       | 780560426         | 05/16/2026      | 10245 OPERATING                          | 19,126.49 |
|              |                      |                            |                                            |                   |                 | Totals for 10245                         | 19,126.49 |
|              |                      |                            |                                            |                   |                 | Totals for TRUE NORTH EDUCATION COOP 804 | 19,126.49 |
| 06/24/2026   | VILLAGE OF GURNEE    | 20E000 2540 3600 00 000000 | Water/Sewer - DO                           | 529587            | 06/03/2026      | 10246 OPERATING                          | 96.12     |
| 06/24/2026   | VILLAGE OF GURNEE    | 20E001 2540 3600 00 000000 | Water/Sewer - SPL                          | 529585            | 06/03/2026      | 10246 OPERATING                          | 1,053.37  |
| 06/24/2026   | VILLAGE OF GURNEE    | 20E003 2540 3600 00 000000 | Water/Sewer - VKG                          | 529749            | 06/03/2026      | 10246 OPERATING                          | 734.66    |
| 06/24/2026   | VILLAGE OF GURNEE    | 20E006 2540 3600 00 000000 | Water/Sewer - RT                           | 530634            | 06/03/2026      | 10246 OPERATING                          | 1,013.55  |
|              |                      |                            |                                            |                   |                 | Totals for 10246                         | 2,897.70  |
|              |                      |                            |                                            |                   |                 | Totals for VILLAGE OF GURNEE             | 2,897.70  |
| 06/24/2026   | VIRTUAL CONNECTIONS  | 10E000 1912 6700 00 000000 | Tuition - MAY 2026                         | 6757              | 05/29/2026      | 10247 OPERATING                          | 7,068.95  |
|              |                      |                            |                                            |                   |                 | Totals for 10247                         | 7,068.95  |
|              |                      |                            |                                            |                   |                 | Totals for VIRTUAL CONNECTIONS ACADEMY   | 7,068.95  |

| POST       |                      | ACCOUNT                    | INVOICE                               | INVOICE   | INVOICE    | CHECK  | BANK                                     |           |
|------------|----------------------|----------------------------|---------------------------------------|-----------|------------|--------|------------------------------------------|-----------|
| DATE       | VENDOR               | NUMBER                     | DESCRIPTION                           | NUMBER    | DATE       | NUMBER | CODE                                     | AMOUNT    |
| 06/24/2026 | WARREN, MARLA        | 10E000 2130 3181 00 462000 | Contract Service - MAY 2026           | MW053126  | 05/31/2026 | 10248  | OPERATING                                | 3,258.00  |
|            |                      |                            |                                       |           |            |        | Totals for 10248                         | 3,258.00  |
|            |                      |                            |                                       |           |            |        | Totals for WARREN, MARLA                 | 3,258.00  |
| 06/24/2026 | WASTE MANAGEMENT     | 20E001 2540 3610 00 000000 | Waste Management - May 2026           | May 2026  | 06/01/2026 | 6386   | OPERATING                                | 634.11    |
| 06/24/2026 | WASTE MANAGEMENT     | 20E002 2540 3610 00 000000 | Waste Management - May 2026           | May 2026  | 06/01/2026 | 6386   | OPERATING                                | 3,481.82  |
| 06/24/2026 | WASTE MANAGEMENT     | 20E003 2540 3610 00 000000 | Waste Management - May 2026           | May 2026  | 06/01/2026 | 6386   | OPERATING                                | 989.39    |
| 06/24/2026 | WASTE MANAGEMENT     | 20E006 2540 3610 00 000000 | Waste Management - May 2026           | May 2026  | 06/01/2026 | 6386   | OPERATING                                | 496.16    |
| 06/24/2026 | WASTE MANAGEMENT     | 20E004 2540 3610 00 000000 | Waste Management - May 2026           | May 2026  | 06/01/2026 | 6386   | OPERATING                                | 70.83     |
|            |                      |                            |                                       |           |            |        | Totals for 6386                          | 5,672.31  |
|            |                      |                            |                                       |           |            |        | Totals for WASTE MANAGEMENT              | 5,672.31  |
| 06/24/2026 | WAUKEGAN TIRE & CUST | 40E000 2550 3210 00 000000 | Repairs                               | 2729712   | 06/05/2026 | 10249  | OPERATING                                | 629.40    |
|            |                      |                            |                                       |           |            |        | Totals for 10249                         | 629.40    |
|            |                      |                            |                                       |           |            |        | Totals for WAUKEGAN TIRE & CUSTOM WHEELS | 629.40    |
| 06/24/2026 | WELLS, SHELIA        | 10E000 2210 3320 00 000000 | Reimbursement - Mileage               | SW060126  | 06/01/2026 | 10250  | OPERATING                                | 112.74    |
| 06/24/2026 | WELLS, SHELIA        | 10E000 2210 3320 00 000000 | Reimbursement - Mileage               | SW052726  | 05/27/2026 | 10250  | OPERATING                                | 52.71     |
|            |                      |                            |                                       |           |            |        | Totals for 10250                         | 165.45    |
|            |                      |                            |                                       |           |            |        | Totals for WELLS, SHELIA                 | 165.45    |
| 06/24/2026 | WOLD ARCHITECTS AND  | 60E000 2530 5305 00 000000 | Contract Service                      | 12542     | 05/31/2026 | 10251  | OPERATING                                | 4,529.60  |
|            |                      |                            |                                       |           |            |        | Totals for 10251                         | 4,529.60  |
|            |                      |                            |                                       |           |            |        | Totals for WOLD ARCHITECTS AND ENGINEERS | 4,529.60  |
| 06/24/2026 | WTHS/DO              | 10E000 2560 3140 00 000000 | Food Service - Facility and Equipment | May 2026  | 05/29/2026 | 10252  | OPERATING                                | 1,300.00  |
|            |                      |                            |                                       |           |            |        | Totals for 10252                         | 1,300.00  |
|            |                      |                            |                                       |           |            |        | Totals for WTHS/DO                       | 1,300.00  |
| 06/24/2026 | XENOS, MARY LEE      | 10E000 2210 3320 00 000000 | Reimbursement - Mileage               | MLX052726 | 05/27/2026 | 10253  | OPERATING                                | 65.11     |
| 06/24/2026 | XENOS, MARY LEE      | 10E000 1225 3120 00 000000 | Contract Service                      | 053026    | 05/30/2026 | 10253  | OPERATING                                | 12,000.00 |
|            |                      |                            |                                       |           |            |        | Totals for 10253                         | 12,065.11 |



FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u>      | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 10          | EDUCATIONAL FUND        | 494,599.75           | 0.00           | 767,787.69     | 1,262,387.44 |
| 20          | OPER & MAINT FUND       | 27,598.06            | 0.00           | 71,628.48      | 99,226.54    |
| 30          | DEBT SERVICE            | 0.00                 | 0.00           | 5,096.00       | 5,096.00     |
| 40          | TRANSPORTATION FUND     | 28,885.46            | 0.00           | 121,918.33     | 150,803.79   |
| 50          | RETIREMENT FUND         | 20,631.77            | 0.00           | 0.00           | 20,631.77    |
| 60          | CAPITAL PROJECTS        | 0.00                 | 0.00           | 4,529.60       | 4,529.60     |
| 80          | TORT IMMUNITY FUND      | 0.00                 | 0.00           | 18,920.12      | 18,920.12    |
| ***         | Fund Summary Totals *** | 571,715.04           | 0.00           | 989,880.22     | 1,561,595.26 |

\*\*\*\*\* End of report \*\*\*\*\*

# **GURNEE SCHOOL** *District 56*



3706 FLORIDA AVE. GURNEE IL 60031  
847-336-0800 | D56.ORG

## **Gurnee School District #56 Schedule of Regular Board Meetings**

**2026-2027 School Year**

**Meetings will be held in the District Office Board Room  
3706 Florida Avenue, Gurnee, Unless Otherwise Noted**

| <b><u>DATE</u></b>                                                    | <b><u>TIME</u></b> |
|-----------------------------------------------------------------------|--------------------|
| July 22, 2026                                                         | 5:00 P.M.          |
| August 26, 2026                                                       | 5:00 P.M.          |
| September 23, 2026<br>(Holiday Waiver<br>Hearing)<br>(Budget Hearing) | 5:00 P.M.          |
| October 28, 2026<br>(Levy Hearing)                                    | 5:00 P.M.          |
| November 18, 2026                                                     | 5:00 P.M.          |
| December 16, 2026                                                     | 5:00 P.M.          |
| January 27, 2027                                                      | 5:00 P.M.          |
| February 24, 2027                                                     | 5:00 P.M.          |
| March 17, 2027                                                        | 5:00 P.M.          |
| April 28, 2027                                                        | 5:00 P.M.          |
| *May 19, 2027                                                         | 5:00 P.M.          |
| June 23, 2027                                                         | 5:00 P.M.          |



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Sonny Connor]

2 messages

Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Tue, Jun 2, 2026 at 7:58 AM

----- Forwarded message -----

From: **Isacc Delton** <issac@databranchusa.com>  
Date: Fri, May 29, 2026 at 8:42 PM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Sonny Connor]  
To: [lcorrea@d56.org](mailto:lcorrea@d56.org) <[lcorrea@d56.org](mailto:lcorrea@d56.org)>  
Cc: [sonny.connor@thedatabranch.com](mailto:sonny.connor@thedatabranch.com) <[sonny.connor@thedatabranch.com](mailto:sonny.connor@thedatabranch.com)>

Hello,

The Data Branch is hereby submitting a public records request for purchasing data. Specifically, we request a spreadsheet or equivalent file containing all purchase orders issued between June 1, 2025, and the present.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from CDW-G, AG Parts, K-12 Tech, and Vivacity Tech

If a centralized report is not available, we are happy to accept:

- Department-level or segmented purchasing data
- Any readily available reports
- Or records grouped by department, if that is how they are stored

Fields of interest (where readily available):

- Purchase order number (or equivalent)
- Purchase date
- Vendor ID or name
- Department or issuing entity (if available)
- Line item description
- Quantity
- Unit price
- Total price

If your office does not use or retain purchase orders, we would be glad to narrow the request to whatever combination of the following best reconstructs spending and contract awards for the past 12–24 months:

- PO register (PO #, date, vendor, description, fund/GL, amount)
- AP check register or payment ledger (vendor, invoice #, amount, date)
- P-Card transaction logs (cardholder, MCC/merchant, date, amount)
- Or, in the absence of these, any records that include vendor names and prices

We are flexible on format and can accept records in whichever way your office already keeps them, such as:

- Spreadsheet exports (preferred)
- PDF or Word documents
- Standard ERP or finance system reports
- Any existing summary-level purchasing records your office already maintains

If portions of the requested records are exempt from disclosure, please provide all segregable non-exempt portions.

This request is for commercial purposes. We are happy to comply with all applicable policies and procedures Gurnee SD 56 has in place to handle FOIA requests, and are willing to narrow down, clarify, or adjust the request to make fulfillment easier for your office.

Please direct all records to my colleague Sonny Connor at:

Email: [sonny.connor@thedatabranch.com](mailto:sonny.connor@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

We appreciate your attention to this matter and look forward to your prompt response. If this request has been directed to the wrong agency or department, kindly advise or forward it to the appropriate custodian. Thank you for your cooperation.

Sincerely,

Isacc Delton

The Data Branch Research Team

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**Aurora Orozco** <[aorozco@d56.org](mailto:aorozco@d56.org)>  
To: [sonny.connor@thedatabranch.com](mailto:sonny.connor@thedatabranch.com), [issac@databranchusa.com](mailto:issac@databranchusa.com)  
Cc: Luis Correa <[lcorrea@d56.org](mailto:lcorrea@d56.org)>

Fri, Jun 5, 2026 at 9:10 AM

Good afternoon, Mr. Connor,

Please find attached the records responsive to Mr. Delton's FOIA request. The District identified responsive records for CDW-G and did not locate responsive records for AG Parts, K-12 Tech, or Vivacity Tech during the requested time period.

If you have any questions, please let me know.

Thank you.

Aurora Orozco

[Quoted text hidden]

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**AURORA OROZCO**

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



@GurneeD56 @District56 @GurneeDistrict56 @D56StreamingVideo

*"We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta*

*Menchu*

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3K

| P.O. NUMBER | BATCH #  | VENDOR KEY  | VENDOR NAME                                                  | PO DESCRIPTION                             | PROJ/GRANT | CONTRACT #  | STATUS | ENT DATE             | DUE DATE   | LQ         | PO AMOUNT   |
|-------------|----------|-------------|--------------------------------------------------------------|--------------------------------------------|------------|-------------|--------|----------------------|------------|------------|-------------|
|             | LINE NBR |             | LINE DESCRIPTION                                             | QUANTITY                                   | UNIT       | COST        | U/M    | CATALOG              | NUMBER     |            | LINE AMOUNT |
| NOTES       |          |             |                                                              |                                            |            |             |        |                      |            |            |             |
| 2012500176  | 15       | COMPUTDI000 | CDW EDUCATION                                                | Little Sis for classroom - 1<br>yr license |            |             |        | HISTORY              | 06/10/2025 | 06/10/2025 | C 1,295.00  |
|             | 100      |             | Per estimate# 0089771 - dated 6/9/25                         | 1.00                                       |            | 1,295.00000 | each   | Per Estimate         |            |            | 1,295.00    |
|             | 110      |             |                                                              | 0.00                                       |            | 0.00000     |        |                      |            |            | 0.00        |
| 2012500177  | 15       | COMPUTDI000 | CDW EDUCATION                                                | Google Workspace 3 yr Licenses             |            |             |        | HISTORY              | 06/11/2025 | 06/11/2025 | C 8,658.00  |
|             | 100      |             | Per estimate #0088712 Dated June 6,<br>2025                  | 1.00                                       |            | 8,658.00000 | eac    | Estimate             |            |            | 8,658.00    |
|             | 110      |             |                                                              | 0.00                                       |            | 0.00000     |        |                      |            |            | 0.00        |
| 2012500217  | 02       | COMPUTDI000 | CDW EDUCATION                                                | Classlink Current License 1Y               |            |             |        | HISTORY              | 08/01/2025 | 08/01/2025 | F 8,458.00  |
|             | 100      |             | Classlink Current License 1Y                                 | 1,977.00                                   |            | 4.00000     | ea     | Classlink Current Li |            |            | 7,908.00    |
|             | 110      |             | Classlink Roster SVR Hosting                                 | 1.00                                       |            | 550.00000   | ea     | Classlink Roster SVR |            |            | 550.00      |
| 2012500218  | 02       | COMPUTDI000 | CDW EDUCATION                                                | Google Workspace                           |            |             |        | OPEN                 | 08/01/2025 | 08/01/2025 | L 8,658.00  |
|             | 100      |             | Google Workspace for Education Plus -<br>08/10/25 - 08/09/26 | 1,924.00                                   |            | 4.50000     | ea     | Google Workspace     |            |            | 8,658.00    |
|             | 110      |             |                                                              | 0.00                                       |            | 0.00000     |        |                      |            |            | 0.00        |
| 2012500294  | 11       | COMPUTDI000 | CDW EDUCATION                                                | AIT-LSW-1002 - S - Small<br>District       |            |             |        | OPEN                 | 05/13/2026 | 05/13/2026 | L 1,295.00  |
|             | 100      |             | Number 0131145                                               | 1.00                                       |            | 1,295.00000 | ea     | Per Estimate         |            |            | 1,295.00    |
|             | 110      |             |                                                              | 0.00                                       |            | 0.00000     |        |                      |            |            | 0.00        |

|                                  |   |                     |           |
|----------------------------------|---|---------------------|-----------|
| NUMBER OF BATCH PO'S:            | 0 | TOTAL BATCH PO'S:   | 0.00      |
| NUMBER OF OPEN PO'S:             | 2 | TOTAL OPEN PO'S:    | 9,953.00  |
| NUMBER OF HISTORY PO'S:          | 3 | TOTAL HISTORY PO'S: | 18,411.00 |
| TOTAL NUMBER OF PURCHASE ORDERS: | 5 | TOTAL:              | 28,364.00 |

\*\*\*\*\* End of report \*\*\*\*\*



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Archibald Quigley]

2 messages

Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Thu, Jun 4, 2026 at 4:26 PM

----- Forwarded message -----

From: **Morgan Delaney** <morgan@databranchusa.com>  
Date: Thu, Jun 4, 2026 at 4:25 PM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Archibald Quigley]  
To: lcorrea@d56.org <lcorrea@d56.org>  
Cc: archibald.quigley@thedatabranch.com <archibald.quigley@thedatabranch.com>

Hello,

The Data Branch is submitting a public records request for vendor procurement records.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from: Apptegy, Finalsite, ParentSquare, SchoolMessenger, and Blackboard Inc

We aim to find records from 2022 to now that would reflect the pricing structure of any engagement with the above vendors. This may include subscription or licensing terms, implementation fees, and/or per-unit costs.

We are looking for the following types of records:

- Contracts, service agreements, order forms
- Purchase orders relating to the above vendors
- RFP or solicitation documents
- Task orders issued against cooperative purchasing agreements

To keep this easy on your office, we are happy to receive records in whichever of the following formats works best:

- Spreadsheet exports (preferred)
- PDF or Word documents
- Standard ERP or finance system reports
- Any summary-level purchasing records your office already maintains

Where portions of the requested records may be withheld under an applicable exemption, we ask that all reasonably segregable non-exempt portions still be produced.

For full transparency, this request *is* for commercial purposes. We will gladly adhere to any policies or procedures Gurnee SD 56 has in place for public records requests, and are open to narrowing, clarifying, or modifying the request to make fulfillment easier on your end.

Please send records to my colleague Archibald Quigley (who handles record intake) at the following:

Email: [archibald.quigley@thedatabranch.com](mailto:archibald.quigley@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

Thank you for your time and assistance with this request. If it has been misdirected, kindly forward it to the appropriate records custodian or let us know where it should be sent. We appreciate your cooperation.

Best regards,

Morgan Delaney

The Data Branch Research Team

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**Aurora Orozco** <aorozco@d56.org>

Fri, Jun 5, 2026 at 9:16 AM

To: archibald.quigley@thedatabranch.com

Cc: morgan@databranchusa.com, Luis Correa <lcorrea@d56.org>

Good afternoon Mr. Delaney,

Please find attached the records responsive to your FOIA request. The District identified responsive records for Apptegy and did not locate responsive records for Finals site, ParentSquare, SchoolMessenger, or Blackboard during the requested time period.

As requested, these records are being sent to Archibald Quigley for record intake.

If you have any questions, please let me know.

Thank you.

Aurora Orozco

[Quoted text hidden]

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**AURORA OROZCO**

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



PORTRAIT  
OF A  
GRADUATE



*"We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta*

*Menchu*



FOIA\_databranchusa\_M.Dalaney.pdf

4K

| POST<br>MONTH | POST<br>YEAR | VENDOR      | PO INVOICE<br>NUMBER DESCRIPTION    | INVOICE<br>NUMBER | CHECK<br>DATE          | CHECK<br>NUMBER BNK | AMOUNT    |
|---------------|--------------|-------------|-------------------------------------|-------------------|------------------------|---------------------|-----------|
| 2             | 2023         | APPTGY, INC | 0 THRILLSHARE SERVICE               | INV-11113         | 02/15/2023             | 75615 0             | 14,876.00 |
|               |              |             |                                     |                   | Totals for February    |                     | 14,876.00 |
|               |              |             |                                     |                   | Totals for 75615       |                     | 14,876.00 |
| 3             | 2023         |             | 0 THRILLSHARE                       | INV-11113         | 03/22/2023             | 75731 0             | 14,876.00 |
|               |              |             |                                     |                   | Totals for March       |                     | 14,876.00 |
|               |              |             |                                     |                   | Totals for 75731       |                     | 14,876.00 |
| 3             | 2024         |             | 0 Thrillshare Media<br>Subscription | INV21170          | 03/20/2024             | 77653 0             | 12,026.00 |
|               |              |             |                                     |                   | Totals for March       |                     | 12,026.00 |
|               |              |             |                                     |                   | Totals for 77653       |                     | 12,026.00 |
| 2             | 2025         |             | 0 Thrillshare Media<br>Subscription | INV27774          | 02/26/2025             | 79609 0             | 12,026.00 |
|               |              |             |                                     |                   | Totals for February    |                     | 12,026.00 |
|               |              |             |                                     |                   | Totals for 79609       |                     | 12,026.00 |
| 3             | 2026         |             | 0 Thrillshare Media<br>Subscription | INV34991          | 03/18/2026             | 83044 0             | 12,386.78 |
|               |              |             |                                     |                   | Totals for March       |                     | 12,386.78 |
|               |              |             |                                     |                   | Totals for 83044       |                     | 12,386.78 |
|               |              |             |                                     |                   | Totals for APPTGY, INC |                     | 66,190.78 |
|               |              |             |                                     |                   | Totals for checks      |                     | 66,190.78 |

F U N D S U M M A R Y

| <u>FUND</u> | <u>DESCRIPTION</u>      | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 10          | EDUCATIONAL FUND        | 0.00                 | 0.00           | 66,190.78      | 66,190.78    |
| ***         | Fund Summary Totals *** | 0.00                 | 0.00           | 66,190.78      | 66,190.78    |

\*\*\*\*\* End of report \*\*\*\*\*



Aurora Orozco <aorozco@d56.org>

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## Fwd: Illinois FOIA Request – Utility and Facility Records – Gurnee SD 56

7 messages

Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Mon, Jun 8, 2026 at 9:40 AM

----- Forwarded message -----

From: **Upgraid Research** <research@upgraid.us>  
Date: Mon, Jun 8, 2026 at 8:58AM  
Subject: Illinois FOIA Request – Utility and Facility Records – Gurnee SD 56  
To: lcorrea@d56.org <lcorrea@d56.org>

Dear mr. Correa, dear Luis,

Hope this finds you well. Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140, I respectfully request electronic copies of existing records held by Gurnee SD 56. Specifically, we are interested in the following documents:

1. Utility statements or invoices for district-owned or district-operated facilities for the most recent consecutive 12-month period readily available, including electricity, natural gas, fuel oil/propane, and water, where applicable. If not available, or difficult to obtain, energy usage statistics per building per month (per fuel) would suffice as well.
2. The most recent final copy of each of the following, if completed, received, or adopted on or after January 1, 2020:
  - Facility condition assessment, building condition assessment, deferred maintenance report, facility master plan, long-range facility plan, or capital improvement/investment plan relating to district facilities; and
  - Energy audit, energy assessment, ASHRAE audit, energy-conservation-measure study, performance-contracting feasibility assessment, or similar facility-energy report.

This request seeks existing records only. Electronic copies by email or a download link are preferred. If responsive records are already publicly available online, a direct link is sufficient. If the District does not maintain a requested category of records, a short statement to that effect would be appreciated.

Commercial-purpose disclosure: Upgraid RE is conducting research regarding energy efficiency and capital-investment needs of public facilities. Records or information derived from records may be used in commercial research and business activities. Please treat this request as a request for records to be used for a commercial purpose under 5 ILCS 140/3.1.

Please advise before incurring any fees above \$25. If the request is considered unduly burdensome, please identify the specific concern and provide an opportunity to narrow the request to manageable proportions.

Thank you for your assistance. Really appreciate your help on this!!

Best regards,  
Daniel Cramer  
Upgraid RE

Email: [daniel@upgraid.us](mailto:daniel@upgraid.us); [research@upgraid.us](mailto:research@upgraid.us)  
Phone: 617 290 5464  
Mailing address: [444 Somerville Avenue, Somerville, MA 02143](#)

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Aurora Orozco <aorozco@d56.org>  
To: Sean Smith <:ssmith@d56.org>

Mon, Jun 8, 2026 at 9:49 AM

Hi Sean,

I hope you are well.

We received the attached FOIA request. I am able to gather the information for item #1 regarding the billing records. Could you please assist me with item #2?

Thank you for your help.

Aurora

[Quoted text hidden]

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*"We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta*

*Menchu*

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**Aurora Orozco** <aorozco@d56.org>  
To: Sean Smith <:ssmith@d56.org>

Wed, Jun 10, 2026 at 11:13 AM

Hi Mr. Sean,

I hope you are doing well.

I wanted to follow up on my previous email and see if you have had an opportunity to review the information I requested.

Thank you,

Aurora

[Quoted text hidden]

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**Sean Smith** <:ssmith@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Thu, Jun 11, 2026 at 9:08 AM

Hello Aurora,

The invoices you will need to get through Ana for the first question.

Please see the most current 5 year capital improvement plan attached.

Lastly, our District has not performed any energy audits or energy assessments.

Thanks!

[Quoted text hidden]

--

**SEAN SMITH CPMM CPS BOC**

Director of Maintenance and Facilities  
Gurnee School District 56  
Phone: 1-847-505-1616



@GurneeD56 @District56 @GurneeDistrict56 @D56StreamingVideo

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**5 Year CIP 2023-2028.xlsx - Sheet1.pdf**  
49K

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**Aurora Orozco** <aorozco@d56.org>  
To: Sean Smith <:ssmith@d56.org>

Thu, Jun 11, 2026 at 10:49 AM

Good morning,

THANK YOU.

I hope you have a great day!

Aurora

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**Aurora Orozco** <aorozco@d56.org>  
To: daniel@upgraid.us, research@upgraid.us  
Cc: Luis Correa <lcorrea@d56.org>

Thu, Jun 11, 2026 at 3:28 PM

Dear Mr. Cramer,

Please find attached the records responsive to your FOIA request regarding utility statements and facility-related reports.

The attached documents are being provided in response to your request. If you have any questions or require additional clarification regarding the records provided, please let me know.

Thank you.

Sincerely,

Aurora Orozco

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**FOIA\_UpgraidResearch.pdf**  
62K

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**Daniel Cramer** <daniel@upgraid.us>  
To: Aurora Orozco <aorozco@d56.org>, Upgraid Research <research@upgraid.us>  
Cc: Luis Correa <lcorrea@d56.org>

Fri, Jun 12, 2026 at 3:42 PM

Dear Ms. Orozco,

Thank you so much for sharing these documents... this is **amazing!!!**

Really appreciate your help.

Have a great day!!!

Best,

Daniel Cramer

| POST MONTH | POST YEAR | POST VENDOR             | PO INVOICE NUMBER | PO INVOICE DESCRIPTION | INVOICE NUMBER | CHECK DATE | CHECK NUMBER | CHECK BNK | AMOUNT                                   |
|------------|-----------|-------------------------|-------------------|------------------------|----------------|------------|--------------|-----------|------------------------------------------|
| 7          | 2025      | CONSTELLATION NEW ENERG | 0                 | Constellation Gas Bill | 4338841        | 07/23/2025 | 80389        | 0         | 3,916.05                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for July                          |
|            |           |                         |                   |                        |                |            |              |           | 3,916.05                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80389                         |
|            |           |                         |                   |                        |                |            |              |           | 3,916.05                                 |
| 8          | 2025      |                         | 0                 | Gas AUG 2025           | 4365632        | 08/27/2025 | 80635        | 0         | 1,548.40                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for August                        |
|            |           |                         |                   |                        |                |            |              |           | 1,548.40                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80635                         |
|            |           |                         |                   |                        |                |            |              |           | 1,548.40                                 |
| 9          | 2025      |                         | 0                 | Constellation Gas Bill | 4382735        | 09/17/2025 | 80771        | 0         | 1,519.11                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for September                     |
|            |           |                         |                   |                        |                |            |              |           | 1,519.11                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80771                         |
|            |           |                         |                   |                        |                |            |              |           | 1,519.11                                 |
| 10         | 2025      |                         | 0                 | Electricity - SPL      | 7153115020     | 10/22/2025 | 81155        | 0         | 5,682.29                                 |
| 10         | 2025      |                         | 0                 | Electricity - VKG      | 7093984390     | 10/22/2025 | 81155        | 0         | 14,691.09                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for October                       |
|            |           |                         |                   |                        |                |            |              |           | 20,373.38                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 81155                         |
|            |           |                         |                   |                        |                |            |              |           | 20,373.38                                |
| 1          | 2026      |                         | 0                 | Constellation Gas Bill | 4467822        | 01/28/2026 | 82086        | 0         | 7,997.77                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for January                       |
|            |           |                         |                   |                        |                |            |              |           | 7,997.77                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for 82086                         |
|            |           |                         |                   |                        |                |            |              |           | 7,997.77                                 |
| 1          | 2026      |                         | 0                 | Constellation Gas Bill | 4467822        | 01/28/2026 | 82259        | 0         | 7,997.77                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for January                       |
|            |           |                         |                   |                        |                |            |              |           | 7,997.77                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for 82259                         |
|            |           |                         |                   |                        |                |            |              |           | 7,997.77                                 |
| 2          | 2026      |                         | 0                 | Constellation Gas Bill | 4503998        | 02/25/2026 | 82906        | 0         | 19,018.74                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for February                      |
|            |           |                         |                   |                        |                |            |              |           | 19,018.74                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 82906                         |
|            |           |                         |                   |                        |                |            |              |           | 19,018.74                                |
| 4          | 2026      |                         | 0                 | Constellation Gas Bill | 4555159        | 04/22/2026 | 83338        | 0         | 25,860.86                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for April                         |
|            |           |                         |                   |                        |                |            |              |           | 25,860.86                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 83338                         |
|            |           |                         |                   |                        |                |            |              |           | 25,860.86                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for CONSTELLATION NEW ENERGY - GA |
|            |           |                         |                   |                        |                |            |              |           | 88,232.08                                |
| 7          | 2025      | CONSTELLATION NEW ENERG | 0                 | Electricity - DO       | 7095054430     | 07/23/2025 | 80388        | 0         | 469.77                                   |
| 7          | 2025      |                         | 0                 | Electricity - SPL      | 7095053170     | 07/23/2025 | 80388        | 0         | 4,673.10                                 |
| 7          | 2025      |                         | 0                 | Electricity - PT       | 7095050660     | 07/23/2025 | 80388        | 0         | 1,915.01                                 |
| 7          | 2025      |                         | 0                 | Electricity - VKG      | 7093984390     | 07/23/2025 | 80388        | 0         | 5,938.11                                 |
| 7          | 2025      |                         | 0                 | Electricity - Trans    | 7095031710     | 07/23/2025 | 80388        | 0         | 422.13                                   |
| 7          | 2025      |                         | 0                 | Electricity - RT       | 7093987520     | 07/23/2025 | 80388        | 0         | 4,139.72                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for July                          |
|            |           |                         |                   |                        |                |            |              |           | 17,557.84                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80388                         |
|            |           |                         |                   |                        |                |            |              |           | 17,557.84                                |
| 8          | 2025      |                         | 0                 | Electricity - VKG      | 7112304670     | 08/27/2025 | 80634        | 0         | 5,617.43                                 |
| 8          | 2025      |                         | 0                 | Electricity - Trans    | 7113076080     | 08/27/2025 | 80634        | 0         | 552.27                                   |
| 8          | 2025      |                         | 0                 | Electricity - SPL      | 7113140450     | 08/27/2025 | 80634        | 0         | 3,625.44                                 |
| 8          | 2025      |                         | 0                 | Electricity - DO       | 7113076540     | 08/27/2025 | 80634        | 0         | 622.99                                   |
| 8          | 2025      |                         | 0                 | Electricity - RT       | 7112306810     | 08/27/2025 | 80634        | 0         | 4,506.08                                 |
| 8          | 2025      |                         | 0                 | Electricity - PT       | 7113102040     | 08/27/2025 | 80634        | 0         | 867.48                                   |
|            |           |                         |                   |                        |                |            |              |           | Totals for August                        |
|            |           |                         |                   |                        |                |            |              |           | 15,791.69                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80634                         |
|            |           |                         |                   |                        |                |            |              |           | 15,791.69                                |
| 9          | 2025      |                         | 0                 | Electricity - SPL      | 7131324060     | 09/17/2025 | 80770        | 0         | 5,966.14                                 |
| 9          | 2025      |                         | 0                 | Electricity - PT       | 7131283710     | 09/17/2025 | 80770        | 0         | 694.72                                   |
| 9          | 2025      |                         | 0                 | Electricity - Trans    | 7131282980     | 09/17/2025 | 80770        | 0         | 611.01                                   |
| 9          | 2025      |                         | 0                 | Electricity - DO       | 7131291540     | 09/17/2025 | 80770        | 0         | 714.07                                   |
| 9          | 2025      |                         | 0                 | Electricity - VKG      | 7130935330     | 09/17/2025 | 80770        | 0         | 7,264.52                                 |
| 9          | 2025      |                         | 0                 | Electricity - RT       | 7130922390     | 09/17/2025 | 80770        | 0         | 5,235.84                                 |
|            |           |                         |                   |                        |                |            |              |           | Totals for September                     |
|            |           |                         |                   |                        |                |            |              |           | 20,486.30                                |
|            |           |                         |                   |                        |                |            |              |           | Totals for 80770                         |
|            |           |                         |                   |                        |                |            |              |           | 20,486.30                                |
| 10         | 2025      |                         | 0                 | Electricity - DO       | 7149474050     | 10/22/2025 | 81154        | 0         | 586.12                                   |
| 10         | 2025      |                         | 0                 | Electricity - PT       | 7149458430     | 10/22/2025 | 81154        | 0         | 2,497.54                                 |
| 10         | 2025      |                         | 0                 | Electricity - VKG      | 7148524450     | 10/22/2025 | 81154        | 0         | 7,421.26                                 |
| 10         | 2025      |                         | 0                 | Electricity - Trans    | 7149460520     | 10/22/2025 | 81154        | 0         | 523.49                                   |
| 10         | 2025      |                         | 0                 | Electricity - RT       | 7148523380     | 10/22/2025 | 81154        | 0         | 5,489.84                                 |

| POST<br>MONTH | POST<br>YEAR | VENDOR                  | PO INVOICE |                     | INVOICE<br>NUMBER | CHECK<br>DATE | CHECK                                    |     | AMOUNT     |
|---------------|--------------|-------------------------|------------|---------------------|-------------------|---------------|------------------------------------------|-----|------------|
|               |              |                         | NUMBER     | DESCRIPTION         |                   |               | NUMBER                                   | BNK |            |
|               |              |                         |            |                     |                   |               | Totals for October                       |     | 16,518.25  |
|               |              |                         |            |                     |                   |               | Totals for 81154                         |     | 16,518.25  |
| 11            | 2025         | CONSTELLATION NEW ENERG | 0          | Electricity - DO    | 7168040760        | 11/19/2025    | 81812                                    | 0   | 668.88     |
| 11            | 2025         |                         | 0          | Electricity - SPL   | 7168041220        | 11/19/2025    | 81812                                    | 0   | 11,934.05  |
| 11            | 2025         |                         | 0          | Electricity - Trans | 7168045880        | 11/19/2025    | 81812                                    | 0   | 615.25     |
| 11            | 2025         |                         | 0          | Electricity - RT    | 7167319390        | 11/19/2025    | 81812                                    | 0   | 6,014.64   |
| 11            | 2025         |                         | 0          | Electricity - VKG   | 7167297600        | 11/19/2025    | 81812                                    | 0   | 8,060.42   |
| 11            | 2025         |                         | 0          | Electricity - PT    | 7168042730        | 11/19/2025    | 81812                                    | 0   | 2,388.88   |
|               |              |                         |            |                     |                   |               | Totals for November                      |     | 29,682.12  |
|               |              |                         |            |                     |                   |               | Totals for 81812                         |     | 29,682.12  |
| 12            | 2025         |                         | 0          | Electricity - RT    | 7184893880        | 12/17/2025    | 81948                                    | 0   | 4,611.06   |
| 12            | 2025         |                         | 0          | Electricity - DO    | 7186272680        | 12/17/2025    | 81948                                    | 0   | 564.05     |
| 12            | 2025         |                         | 0          | Electricity - Trans | 7186272480        | 12/17/2025    | 81948                                    | 0   | 506.89     |
| 12            | 2025         |                         | 0          | Electricity - SPL   | 7186271590        | 12/17/2025    | 81948                                    | 0   | 4,808.38   |
|               |              |                         |            |                     |                   |               | Totals for December                      |     | 10,490.38  |
|               |              |                         |            |                     |                   |               | Totals for 81948                         |     | 10,490.38  |
| 1             | 2026         |                         | 0          | Electricity - RT    | 7201443000        | 01/28/2026    | 82085                                    | 0   | 5,403.40   |
| 1             | 2026         |                         | 0          | Electricity - PT    | 7202418460        | 01/28/2026    | 82085                                    | 0   | 5,489.47   |
|               |              |                         |            |                     |                   |               | Totals for January                       |     | 10,892.87  |
|               |              |                         |            |                     |                   |               | Totals for 82085                         |     | 10,892.87  |
| 1             | 2026         |                         | 0          | Electricity - RT    | 7201443000        | 01/28/2026    | 82258                                    | 0   | 5,403.40   |
| 1             | 2026         |                         | 0          | Electricity - PT    | 7202418460        | 01/28/2026    | 82258                                    | 0   | 5,489.47   |
|               |              |                         |            |                     |                   |               | Totals for January                       |     | 10,892.87  |
|               |              |                         |            |                     |                   |               | Totals for 82258                         |     | 10,892.87  |
| 2             | 2026         |                         | 0          | Electricity - RT    | 7219025590        | 02/25/2026    | 82905                                    | 0   | 4,957.03   |
| 2             | 2026         |                         | 0          | Electricity - SPL   | 7219837370        | 02/25/2026    | 82905                                    | 0   | 4,127.50   |
| 2             | 2026         |                         | 0          | Electricity - DO    | 7219836910        | 02/25/2026    | 82905                                    | 0   | 1,119.78   |
| 2             | 2026         |                         | 0          | Electricity - Trans | 7219835480        | 02/25/2026    | 82905                                    | 0   | 1,254.14   |
| 2             | 2026         |                         | 0          | Electricity - PT    | 7219832500        | 02/25/2026    | 82905                                    | 0   | 2,468.67   |
|               |              |                         |            |                     |                   |               | Totals for February                      |     | 13,927.12  |
|               |              |                         |            |                     |                   |               | Totals for 82905                         |     | 13,927.12  |
| 3             | 2026         |                         | 0          | Electricity - VKG   | 7235511670        | 03/18/2026    | 83060                                    | 0   | 11,437.05  |
| 3             | 2026         |                         | 0          | Electricity - RT    | 7235513010        | 03/18/2026    | 83060                                    | 0   | 6,489.24   |
| 3             | 2026         |                         | 0          | Electricity - DO    | 7236370720        | 03/18/2026    | 83060                                    | 0   | 629.09     |
| 3             | 2026         |                         | 0          | Electricity - PT    | 7236368340        | 03/18/2026    | 83060                                    | 0   | 2,874.92   |
|               |              |                         |            |                     |                   |               | Totals for March                         |     | 21,430.30  |
|               |              |                         |            |                     |                   |               | Totals for 83060                         |     | 21,430.30  |
| 4             | 2026         |                         | 0          | Electricity - SPL   | 7236371620        | 04/22/2026    | 83337                                    | 0   | 4,952.23   |
| 4             | 2026         |                         | 0          | Electricity - SPL   | 7253037470        | 04/22/2026    | 83337                                    | 0   | 3,276.21   |
| 4             | 2026         |                         | 0          | Electricity - Trans | 7236370070        | 04/22/2026    | 83337                                    | 0   | 691.76     |
| 4             | 2026         |                         | 0          | Electricity - Trans | 7253036860        | 04/22/2026    | 83337                                    | 0   | 482.54     |
| 4             | 2026         |                         | 0          | Electricity - RT    | 7253038260        | 04/22/2026    | 83337                                    | 0   | 4,042.86   |
| 4             | 2026         |                         | 0          | Electricity - VKG   | 7252313220        | 04/22/2026    | 83337                                    | 0   | 4,856.33   |
| 4             | 2026         |                         | 0          | Electricity - DO    | 7253035350        | 04/22/2026    | 83337                                    | 0   | 462.65     |
|               |              |                         |            |                     |                   |               | Totals for April                         |     | 18,764.58  |
|               |              |                         |            |                     |                   |               | Totals for 83337                         |     | 18,764.58  |
|               |              |                         |            |                     |                   |               | Totals for CONSTELLATION NEW ENERGY, INC |     | 186,434.32 |
|               |              |                         |            |                     |                   |               | Totals for checks                        |     | 274,666.40 |

FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u>      | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 20          | OPER & MAINT FUND       | 0.00                 | 0.00           | 274,666.40     | 274,666.40   |
| ***         | Fund Summary Totals *** | 0.00                 | 0.00           | 274,666.40     | 274,666.40   |

\*\*\*\*\* End of report \*\*\*\*\*

| POST MONTH                 | POST YEAR | POST VENDOR             | PO INVOICE NUMBER | PO INVOICE DESCRIPTION | INVOICE NUMBER | CHECK DATE | CHECK NUMBER | CHECK BNK | AMOUNT   |
|----------------------------|-----------|-------------------------|-------------------|------------------------|----------------|------------|--------------|-----------|----------|
| 7                          | 2025      | NORTH SHORE GAS         | 0                 | Gas Bill - SPL         | 5524471370     | 07/23/2025 | 80433        | 0         | 45.99    |
| 7                          | 2025      |                         | 0                 | Gas Bill - DO          | 5523844250     | 07/23/2025 | 80433        | 0         | 79.32    |
| Totals for July            |           |                         |                   |                        |                |            |              |           | 125.31   |
| Totals for 80433           |           |                         |                   |                        |                |            |              |           | 125.31   |
| 8                          | 2025      |                         | 0                 | Gas Bill - SPL         | 5561396391     | 08/27/2025 | 80690        | 0         | 92.08    |
| 8                          | 2025      |                         | 0                 | Gas Bill - DO          | 5561715479     | 08/27/2025 | 80690        | 0         | 128.79   |
| Totals for August          |           |                         |                   |                        |                |            |              |           | 220.87   |
| Totals for 80690           |           |                         |                   |                        |                |            |              |           | 220.87   |
| 9                          | 2025      |                         | 0                 | Gas Bill - SPL         | 5600006698     | 09/17/2025 | 80809        | 0         | 106.33   |
| 9                          | 2025      |                         | 0                 | Gas Bill - DO          | 5600321188     | 09/17/2025 | 80809        | 0         | 97.33    |
| Totals for September       |           |                         |                   |                        |                |            |              |           | 203.66   |
| Totals for 80809           |           |                         |                   |                        |                |            |              |           | 203.66   |
| 10                         | 2025      |                         | 0                 | Gas Bill - SPL         | 5367412374     | 10/22/2025 | 81207        | 0         | 62.09    |
| 10                         | 2025      |                         | 0                 | Gas Bill - DO          | 5563815568     | 10/22/2025 | 81207        | 0         | 15.53    |
| Totals for October         |           |                         |                   |                        |                |            |              |           | 77.62    |
| Totals for 81207           |           |                         |                   |                        |                |            |              |           | 77.62    |
| 11                         | 2025      |                         | 0                 | Gas Bill - SPL         | 5675191996     | 11/19/2025 | 81866        | 0         | 2.84     |
| Totals for November        |           |                         |                   |                        |                |            |              |           | 2.84     |
| Totals for 81866           |           |                         |                   |                        |                |            |              |           | 2.84     |
| 12                         | 2025      |                         | 0                 | Gas Bill - DO          | 5713176183     | 12/17/2025 | 82000        | 0         | 45.18    |
| Totals for December        |           |                         |                   |                        |                |            |              |           | 45.18    |
| Totals for 82000           |           |                         |                   |                        |                |            |              |           | 45.18    |
| 1                          | 2026      |                         | 0                 | Gas Bill - DO          | 5751105295     | 01/28/2026 | 82161        | 0         | 258.76   |
| 1                          | 2026      |                         | 0                 | Gas Bill - SPL         | 5750346064     | 01/28/2026 | 82161        | 0         | 34.21    |
| Totals for January         |           |                         |                   |                        |                |            |              |           | 292.97   |
| Totals for 82161           |           |                         |                   |                        |                |            |              |           | 292.97   |
| 1                          | 2026      |                         | 0                 | Gas Bill - SPL         | 5750346064     | 01/28/2026 | 82334        | 0         | 34.21    |
| 1                          | 2026      |                         | 0                 | Gas Bill - DO          | 5751105295     | 01/28/2026 | 82334        | 0         | 258.76   |
| Totals for January         |           |                         |                   |                        |                |            |              |           | 292.97   |
| Totals for 82334           |           |                         |                   |                        |                |            |              |           | 292.97   |
| 2                          | 2026      |                         | 0                 | Gas Bill - SPL         | 5788568511     | 02/25/2026 | 82979        | 0         | 84.26    |
| 2                          | 2026      |                         | 0                 | Gas Bill - DO          | 5789339644     | 02/25/2026 | 82979        | 0         | 480.58   |
| Totals for February        |           |                         |                   |                        |                |            |              |           | 564.84   |
| Totals for 82979           |           |                         |                   |                        |                |            |              |           | 564.84   |
| 3                          | 2026      |                         | 0                 | Gas Bill - DO          | 5825341208     | 03/18/2026 | 83109        | 0         | 192.31   |
| 3                          | 2026      |                         | 0                 | Gas Bill - SPL         | 5825028945     | 03/18/2026 | 83109        | 0         | 49.76    |
| Totals for March           |           |                         |                   |                        |                |            |              |           | 242.07   |
| Totals for 83109           |           |                         |                   |                        |                |            |              |           | 242.07   |
| 4                          | 2026      |                         | 0                 | Gas Bill - DO          | 5863615880     | 04/22/2026 | 83390        | 0         | 482.60   |
| 4                          | 2026      |                         | 0                 | Gas Bill - SPL         | 5863729686     | 04/22/2026 | 83390        | 0         | 150.98   |
| Totals for April           |           |                         |                   |                        |                |            |              |           | 633.58   |
| Totals for 83390           |           |                         |                   |                        |                |            |              |           | 633.58   |
| Totals for NORTH SHORE GAS |           |                         |                   |                        |                |            |              |           | 2,701.91 |
| 10                         | 2025      | NORTH SHORE WATER RECLA | 0                 | Water/Sewer - PT       | 5707610        | 10/22/2025 | 81206        | 0         | 257.94   |
| 10                         | 2025      |                         | 0                 | Water/Sewer - Trans    | 5695109        | 10/22/2025 | 81206        | 0         | 57.62    |
| 10                         | 2025      |                         | 0                 | Water/Sewer - RT       | 5699278        | 10/22/2025 | 81206        | 0         | 639.35   |
| 10                         | 2025      |                         | 0                 | Water/Sewer - DO       | 5695441        | 10/22/2025 | 81206        | 0         | 639.35   |
| 10                         | 2025      |                         | 0                 | Water/Sewer - VKG      | 5698559        | 10/22/2025 | 81206        | 0         | 513.13   |
| Totals for October         |           |                         |                   |                        |                |            |              |           | 2,107.39 |
| Totals for 81206           |           |                         |                   |                        |                |            |              |           | 2,107.39 |
| 12                         | 2025      |                         | 0                 | Water/Sewer - PT       | 5756650        | 12/17/2025 | 82001        | 0         | 131.71   |
| Totals for December        |           |                         |                   |                        |                |            |              |           | 131.71   |
| Totals for 82001           |           |                         |                   |                        |                |            |              |           | 131.71   |
| 2                          | 2026      |                         | 0                 | Water/Sewer - Trans    | 5801353        | 02/25/2026 | 82980        | 0         | 41.16    |
| 2                          | 2026      |                         | 0                 | Water/Sewer - PT       | 5800126        | 02/25/2026 | 82980        | 0         | 238.73   |

| POST                                     | POST |                         | PO INVOICE | INVOICE           | CHECK   | CHECK      |            |          |
|------------------------------------------|------|-------------------------|------------|-------------------|---------|------------|------------|----------|
| MONTH                                    | YEAR | VENDOR                  | NUMBER     | DESCRIPTION       | NUMBER  | DATE       | NUMBER BNK | AMOUNT   |
| 2                                        | 2026 | NORTH SHORE WATER RECLA | 0          | Water/Sewer - SPL | 5801688 | 02/25/2026 | 82980 0    | 699.72   |
| 2                                        | 2026 |                         | 0          | Water/Sewer - VKG | 5804813 | 02/25/2026 | 82980 0    | 211.29   |
| 2                                        | 2026 |                         | 0          | Water/Sewer - RT  | 5805529 | 02/25/2026 | 82980 0    | 348.49   |
| Totals for February                      |      |                         |            |                   |         |            |            | 1,539.39 |
| Totals for 82980                         |      |                         |            |                   |         |            |            | 1,539.39 |
| Totals for NORTH SHORE WATER RECLAMATION |      |                         |            |                   |         |            |            | 3,778.49 |
| Totals for checks                        |      |                         |            |                   |         |            |            | 6,480.40 |

FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u>      | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 20          | OPER & MAINT FUND       | 97.33                | 0.00           | 5,869.94       | 5,967.27     |
| 50          | RETIREMENT FUND         | 0.00                 | 0.00           | 513.13         | 513.13       |
| ***         | Fund Summary Totals *** | 97.33                | 0.00           | 6,383.07       | 6,480.40     |

\*\*\*\*\* End of report \*\*\*\*\*

| Capital Improvement Plan |                                                       |                 |                  |  |
|--------------------------|-------------------------------------------------------|-----------------|------------------|--|
| Year                     | Project                                               | Est. Cost       | Funding Source   |  |
| 2023-24                  | SP Spaulding Hallway Flooring                         | \$ 800,000.00   | Operational Levy |  |
| 2023-24                  | Flexible seating                                      | \$ 140,000.00   | Operational Levy |  |
| 2023-24                  | Sp Roof Areas F & I                                   | \$ 85,000.00    | Operational Levy |  |
| 2023-24                  | VK 6th Grade Elevator Control Upgrade                 | \$ 15,400.00    | Operational Levy |  |
| 2023-24                  | PT DO ADA door opener upgrade                         | \$ 15,000.00    | Operational Levy |  |
| 2023-24                  | RT VK Chapel Repair & Cleaning                        | \$ 25,000.00    | Operational Levy |  |
| 2023-24                  | VK Flat Roof Replacement                              | \$ 95,000.00    | Operational Levy |  |
|                          | Annual Total                                          | \$ 740,400.00   |                  |  |
| 2024-25                  | VK Hallway Flooring                                   | \$ 125,000.00   | Operational Levy |  |
| 2024-25                  | 80 ton AC Unit VK                                     | \$ 250,000.00   | Operational Levy |  |
| 2024-25                  | District Flexible seating                             | \$ 30,000.00    | Operational Levy |  |
| 2024-25                  | PT Water Heater                                       | \$ 15,000.00    | Operational Levy |  |
| 2024-25                  | Spaulding Roof Areas C, D, E, G, H, J & K Replacement | \$ 1,220,000.00 | Operational Levy |  |
| 2024-25                  | Wing Roof Area E/F/G/H                                | \$ 150,000.00   | Operational Levy |  |
|                          | Annual Total                                          | \$ 1,740,000.00 |                  |  |
| 2025-26                  | District Flexible Furniture                           | \$ 50,000.00    | Operational Levy |  |
| 2025-26                  | Spaulding Roof Area L & M                             | \$ 190,000.00   | Operational Levy |  |
| 2025-26                  | HVAC Upgrades                                         | \$ 50,000.00    | Operational Levy |  |
| 2025-26                  |                                                       |                 | Operational Levy |  |
| 2025-26                  |                                                       |                 | Operational Levy |  |
|                          | Annual Total                                          | \$ 290,000.00   |                  |  |
| 2026-27                  |                                                       |                 | Operational Levy |  |
| 2026-27                  |                                                       |                 | Operational Levy |  |
| 2026-27                  |                                                       |                 | Operational Levy |  |
| 2026-27                  |                                                       |                 | Operational Levy |  |
|                          | Annual Total                                          | \$ -            |                  |  |
| 2027-28                  |                                                       |                 | Operational Levy |  |
| 2027-28                  |                                                       |                 | Operational Levy |  |
| 2027-28                  |                                                       |                 | Operational Levy |  |
| 2027-28                  |                                                       |                 | Operational Levy |  |
| 2027-28                  |                                                       |                 | Operational Levy |  |
|                          | Annual Total                                          | \$ -            |                  |  |
| Future needs             |                                                       |                 |                  |  |
|                          | 80 ton AC Unit SP (2 Units)                           | \$ 250,000.00   |                  |  |
|                          | 80 ton AC Unit VK (1 unit)                            | \$ 250,000.00   |                  |  |
|                          | 125 ton AC Unit VK (2 Units)                          | \$ 350,000.00   |                  |  |
|                          | Boilers - District wide (10 years out) 7 units        | \$200,000 each  |                  |  |
|                          | Spaulding Roof                                        | \$ 1,000,000.00 |                  |  |
|                          | Building Sign Replacement                             | \$ 30,000.00    |                  |  |
|                          | SP & VK Classroom Flooring                            | \$ 400,000.00   |                  |  |
|                          | Spaulding Asphalt                                     | \$ 1,000,000.00 |                  |  |
|                          | Kitchen                                               | \$ 1,500,000.00 |                  |  |
|                          | VK Hard Surface                                       | \$ 1,500,000.00 |                  |  |



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Louis Duplessis]

2 messages

**Luis Correa** <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Mon, Jun 15, 2026 at 10:06 AM

----- Forwarded message -----

From: **Reagan Fletcher** <reagan@databranchusa.com>  
Date: Mon, Jun 15, 2026 at 9:53AM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Louis Duplessis]  
To: lcorrea@d56.org <lcorrea@d56.org>  
Cc: louis.duplessis@thedatabranch.com <louis.duplessis@thedatabranch.com>

Hello,

The Data Branch is writing to submit a public records request regarding vendor procurement records.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from: CDW Government, Xerox, and MGT Impact Solutions (MGT Consulting), as well as College and Career Readiness from Lead Public Schools

We are interested in records from 2022 to now that document the financial terms of any engagement with the vendors listed above. Where available, this may include per-unit pricing, subscription or licensing fees, and any implementation or onboarding costs.

We are looking for the following types of records:

- Contracts, service agreements, order forms
- Purchase orders relating to the above vendors
- RFP or solicitation documents
- Task orders issued against cooperative purchasing agreements

We are glad to accept records in whatever format your office finds easiest to produce, including:

- Spreadsheet exports (preferred)
- PDF or Word documents
- Standard ERP or finance system reports
- Any summary-level purchasing records already maintained by your office

If portions of the responsive records fall under an exemption, please withhold only those portions and produce the rest.

Please note that this request *is* for commercial purposes. We are glad to follow any applicable policies or procedures Gurnee SD 56 has in place for handling public records requests, and we are open to narrowing, clarifying, or otherwise adjusting the request to ease the burden on your office.

Records should be sent to Louis Duplessis, who handles intake on behalf of The Data Branch, at the following:

Email: [louis.duplessis@thedatabranch.com](mailto:louis.duplessis@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

Thank you for your attention to this request and we look forward to a prompt reply. If this office is not the correct custodian, please forward the request to the right agency or department, or advise us where to direct it. We appreciate your cooperation.

Best regards,

Reagan Fletcher

The Data Branch Research Team

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**Aurora Orozco** <aorozco@d56.org>  
To: louis.duplessis@thedatabranch.com  
Cc: Luis Correa <lcorrea@d56.org>

Mon, Jun 15, 2026 at 12:52 PM

Good afternoon, Mr. Duplessis,

Gurnee School District 56 has reviewed your Freedom of Information Act request regarding vendor procurement records from 2022 to the present.

The District has no responsive records related to Xerox, MGT Impact Solutions (MGT Consulting), or College and Career Readiness from Lead Public Schools.

The District does have responsive records related to CDW Education. I've attached the records responsive to your request.

If you have any questions regarding this response, please let me know.

Thank you,

Aurora Orozco

[Quoted text hidden]

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*"We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta*

*Menchu*

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 **FOIA\_databranch\_6\_15\_26.pdf**  
4K



FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u>      | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 10          | EDUCATIONAL FUND        | 0.00                 | 0.00           | 25,605.26      | 25,605.26    |
| ***         | Fund Summary Totals *** | 0.00                 | 0.00           | 25,605.26      | 25,605.26    |

\*\*\*\*\* End of report \*\*\*\*\*



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Thornton Wheeler]

2 messages

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**Luis Correa** <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Fri, Jun 19, 2026 at 4:00 PM

----- Forwarded message -----

From: **Paige Smith** <[paige@databranchusa.com](mailto:paige@databranchusa.com)>  
Date: Fri, Jun 19, 2026 at 8:22 AM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Thornton Wheeler]  
To: [lcorrea@d56.org](mailto:lcorrea@d56.org) <[lcorrea@d56.org](mailto:lcorrea@d56.org)>  
Cc: [thornton.wheeler@thedatabranch.com](mailto:thornton.wheeler@thedatabranch.com) <[thornton.wheeler@thedatabranch.com](mailto:thornton.wheeler@thedatabranch.com)>

Hello,

The Data Branch is submitting a public records request for records relating to vendor purchases.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from: School Asset Manager, Collaborative Student Transportation, Prismatic Services Inc, and TransPar Group

We are seeking records from 2022 to now that reflect the pricing structure of any such engagement, including (if available), per-unit costs, subscription or licensing terms, and/or implementation fees.

We are looking for the following types of records:

- Contracts, service agreements, order forms
- Purchase orders relating to the above vendors
- RFP or solicitation documents
- Task orders issued against cooperative purchasing agreements

Where portions of the requested records may be withheld under an applicable exemption, we ask that all reasonably segregable non-exempt portions still be produced.

This request *is* being submitted for commercial purposes. We are willing to work within whatever procedures Gurnee SD 56 uses for handling such requests, and are happy to clarify, narrow, or adjust the scope to reduce the burden on your office.

Please direct all records to my colleague Thornton Wheeler at:

Email: [thornton.wheeler@thedatabranch.com](mailto:thornton.wheeler@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

We look forward to your timely response and appreciate your attention to this request. Should it have been directed to the wrong agency or department, please advise or pass it along to the appropriate custodian. Thank you for your cooperation.

Thank you,

Paige Smith

The Data Branch

**Aurora Orozco** <aorozco@d56.org>  
To: thornton.wheeler@thedatabranch.com  
Cc: Luis Correa <lcorrea@d56.org>

Fri, Jun 19, 2026 at 4:30 PM

Dear Ms. Wheeler,

This email is in response to your Freedom of Information Act (FOIA) request received by Gurnee School District 56 regarding records related to School Asset Manager, Collaborative Student Transportation, Prismatic Services Inc., and TransPar Group.

After reviewing District records, Gurnee School District 56 has determined that it has no responsive records to your request. The District has not engaged with these vendors and therefore does not possess contracts, service agreements, purchase orders, RFP documents, task orders, or other records responsive to your request.

Accordingly, the District has no records to provide in response to this request.

If you have any questions, please feel free to contact me.

Sincerely,

Aurora Orozco

[Quoted text hidden]

**AURORA OROZCO**

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



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*Menchu*



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Bess Hoffman]

2 messages

Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Mon, Jun 22, 2026 at 8:47 AM

----- Forwarded message -----

From: **Piper Donahue** <[piper@databranchusa.com](mailto:piper@databranchusa.com)>  
Date: Thu, Jun 18, 2026 at 7:16 PM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Bess Hoffman]  
To: [lcorrea@d56.org](mailto:lcorrea@d56.org) <[lcorrea@d56.org](mailto:lcorrea@d56.org)>  
CC: [bess.hoffman@thedatabranch.com](mailto:bess.hoffman@thedatabranch.com) <[bess.hoffman@thedatabranch.com](mailto:bess.hoffman@thedatabranch.com)>

Dear Records Custodian,

The Data Branch is submitting a public records request for records pertaining to vendor procurement and purchasing activity.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from: Sapling

Our goal is to identify records from 2022 to now that show the pricing arrangements associated with these vendors, such as licensing or subscription terms, per-unit costs, and any implementation or setup fees that may apply.

Records we are looking for include:

- Contracts, service agreements, order forms
- Purchase orders relating to the above vendors
- RFP or solicitation documents
- Task orders issued against cooperative purchasing agreements

To keep this easy on your office, we are happy to receive records in whichever of the following formats works best:

- Spreadsheet exports (preferred)
- PDF or Word documents
- Standard ERP or finance system reports
- Any summary-level purchasing records your office already maintains

If portions of the requested records are exempt from disclosure, please provide all segregable non-exempt portions.

This request *is* for commercial purposes. We are happy to comply with all applicable policies and procedures Gurnee SD 56 has in place to handle FOIA requests, and are willing to narrow down, clarify, or adjust the request to make fulfillment easier for your office.

Please direct all records to my colleague Bess Hoffman at:

Email: [bess.hoffman@thedatabranch.com](mailto:bess.hoffman@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

We appreciate your help and look forward to a prompt response. If this request belongs with another agency or department, please forward it to the appropriate custodian or let us know. Thank you for your cooperation.

Sincerely,

Piper Donahue

The Data Branch Research Team

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**Aurora Orozco** <aorozco@d56.org>

Mon, Jun 22, 2026 at 2:04 PM

To: bess.hoffman@thedatabranch.com, Luis Correa <lcorrea@d56.org>

Good afternoon,

In response to your Freedom of Information Act (FOIA) request, Gurnee School District 56 has conducted a search for records responsive to your request.

The District has no records responsive to your request, as the District has not utilized or contracted with Sapling during the requested time period.

Please let me know if you have any questions.

Thank you,

Aurora Orozco  
Executive Assistant to the Superintendent / Board Clerk  
Gurnee School District 56

[Quoted text hidden]

--

**AURORA OROZCO**

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



PORTRAIT  
OF A  
GRADUATE



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*Menchu*



Aurora Orozco <aorozco@d56.org>

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## Fwd: FOIA Request - Gurnee SD 56 [Ref: Arabella Jackson]

2 messages

Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Mon, Jun 22, 2026 at 8:47 AM

----- Forwarded message -----

From: **Lindsey Harper** <lindsey@databranchusa.com>  
Date: Fri, Jun 19, 2026 at 7:26 PM  
Subject: FOIA Request - Gurnee SD 56 [Ref: Arabella Jackson]  
To: lcorrea@d56.org <lcorrea@d56.org>  
CC: arabella.jackson@thedatabranch.com <arabella.jackson@thedatabranch.com>

Dear Records Custodian,

The Data Branch is submitting a public records request for records pertaining to vendor procurement and purchasing activity.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

### Scope of Request:

All products from: ESS/ESI, Kokua Education, Scoot Education, Zed Educate, and BuildEd

Our goal is to identify records from 2022 to now that show the pricing arrangements associated with these vendors, such as licensing or subscription terms, per-unit costs, and any implementation or setup fees that may apply.

Relevant records may include:

- Contracts, service agreements, and order forms
- Purchase orders involving the above vendors
- RFP or solicitation documents
- Task orders issued under cooperative purchasing agreements

To the extent any portion of the requested records is exempt from disclosure, we ask that the remaining non-exempt segregable portions be released.

For full transparency, this request *is* for commercial purposes. We will gladly adhere to any policies or procedures Gurnee SD 56 has in place for public records requests, and are open to narrowing, clarifying, or modifying the request to make fulfillment easier on your end.

Records should be sent to Arabella Jackson, who handles intake on behalf of The Data Branch, at the following:

Email: [arabella.jackson@thedatabranch.com](mailto:arabella.jackson@thedatabranch.com)

Phone: (302) 585-3132

Address: [1111B S Governors Ave STE 21033, Dover, DE 19904](#)

Thank you for your time and assistance with this request. If it has been misdirected, kindly forward it to the appropriate records custodian or let us know where it should be sent. We appreciate your cooperation.

Best regards,

Lindsey Harper

**Aurora Orozco** <aorozco@d56.org>  
To: arabella.jackson@thedatabranch.com  
Cc: Luis Correa <lcorrea@d56.org>

Mon, Jun 22, 2026 at 2:19 PM

Good afternoon,

Gurnee School District 56 has reviewed your Freedom of Information Act (FOIA) request and conducted a search for records responsive to your request.

The District has no responsive records pertaining to ESS/ESI, Kokua Education, Scoot Education, Zed Educate, or BuildEd for the period of 2022 to the present. The District has not utilized or contracted with these vendors during the requested timeframe.

Accordingly, the District has no records responsive to your request.

Please let me know if you have any questions.

Thank you,

Aurora Orozco  
Executive Assistant to the Superintendent / Board Clerk  
FOIA Officer  
Gurnee School District 56

[Quoted text hidden]

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**AURORA OROZCO**

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



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*Menchu*

## SECTION 7 - STUDENTS

### **7:305 Student Athlete Concussions and Head Injuries**

The Superintendent or designee shall develop and implement a program to manage concussions and head injuries suffered by students. The program shall:

1. Fully implement the Youth Sports Concussion Safety Act (YSCSA), that provides, without limitation, each of the following:
  - a. The Board must appoint or approve member(s) of a Concussion Oversight Team for the District.
  - b. The Concussion Oversight Team shall establish each of the following based on peer-reviewed scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention:
    - i. A return-to-play protocol governing a student's return to interscholastic athletics practice or competition following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol.
    - ii. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise the person responsible for compliance with the return-to-learn protocol.
  - c. Each student and the student's parent/guardian shall be required to sign a concussion information receipt form each school year before participating in an interscholastic athletic activity.
  - d. A student shall be removed from an interscholastic athletic practice or competition immediately if any of the following individuals believes that the student sustained a concussion during the practice and/or competition: a coach, a physician, a game official, an athletic trainer, the student's parent/guardian, the student, or any other person deemed appropriate under the return-to-play protocol.
  - e. A student who was removed from interscholastic athletic practice or competition shall be allowed to return only after all statutory prerequisites are completed, including without limitation, the return-to-play and return-to-learn protocols developed by the Concussion Oversight Team. An athletic team coach or assistant coach may not authorize a student's return-to-play or return-

to-learn.

- f. The following individuals must complete concussion training as specified in the YSCSA: all coaches or assistant coaches (whether volunteer or a district employee) of interscholastic athletic activities; nurses, licensed healthcare professionals or non-licensed healthcare professionals who serve on the Concussion Oversight Team (whether or not they serve on a volunteer basis); athletic trainers; game officials of interscholastic athletic activities; and physicians who serve on the Concussion Oversight Team.
  - g. The Board shall approve school-specific emergency action plans for interscholastic athletic activities to address the serious injuries and acute medical conditions in which a student's condition may deteriorate rapidly.
- 2. Comply with the concussion protocols, policies, and by-laws of the Illinois High School Association (IHSA), including its *Protocol for Implementation of NFHS Sports Playing Rules for Concussions*, which includes its *Return to Play (RTP) Policy*. These specifically require that:
  - a. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion in a practice or game shall be removed from participation or competition at that time.
  - b. A student athlete who has been removed from an interscholastic contest for a possible concussion or head injury may not return to that contest unless cleared to do so by a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer.
  - c. If not cleared to return to that contest, a student athlete may not return to play or practice until the student athlete has provided his or her school with written clearance from a physician licensed to practice medicine in all its branches in Illinois, advanced practice registered nurse, physician assistant or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois.
- 3. Require all student athletes to view the IHSA video about concussions.
- 4. Inform student athletes and their parents(s)/guardian(s) about this policy in the *Agreement to Participate* or other written instrument that a student athlete and his or her parent/guardian must sign before the student is allowed to participate in a practice or interscholastic competition.
- 5. Provide coaches and student athletes and their parents/guardians with educational materials from the IHSA regarding the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury.

6. Include a requirement for staff members to notify the parent/guardian of a student who exhibits symptoms consistent with that of a concussion.
7. Include a requirement for staff members to distribute the Ill. Dept. of Public Health concussion brochure to any student or the parent/guardian of a student who may have sustained a concussion, regardless of whether or not the concussion occurred while the student was participating in an interscholastic athletic activity, if available.

LEGAL REF.:

[105 ILCS 5/22-80](#).

[105 ILCS 25/1.15](#), Interscholastic Athletic Organization Act.

[20 ILCS 2310/2310-307](#), Civil Administrative Code of Illinois.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development Program), 7:300 (Extracurricular Athletics)

ADOPTED: July 26, 2023

**Gurnee SD 56**

## **7:310 Restrictions on Publications**

### School-Sponsored Publications and Web Sites

School-sponsored publications, productions, and web sites are part of the curriculum and are not a public forum for general student use. School authorities may edit or delete material that is inconsistent with the District's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

### Non-School Sponsored Publications Accessed or Distributed On-Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the District.

Students are prohibited from creating, distributing and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright;

3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by Board policy 7:190, *Student Behavior*, and/or Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use; or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students.

Accessing or distributing "on-campus" includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

#### Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing publications that cause: (1) substantial disruption or a foreseeable risk of substantial disruption to school operations or (2) interferes with the rights of other students or staff members.

#### Bullying and Cyberbullying

The Superintendent or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.:

[105 ILCS 5/22-110.](#)

[Hazelwood v. Kuhlmeier](#), 484 U.S. 260 (1988).

[Tinker v. Des Moines Indep. Cmty. Sch. Dist.](#), 393 U.S. 503 (1969).

[Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118](#), 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

ADOPTED: December 17, 2025

**Gurnee SD 56**

Board Policy Discussion Notes  
Issue 121 March 2026 Press Plus 2<sup>nd</sup> Reading

| <b><u>Policy Number</u></b>  | <b><u>Title</u></b>                                                   | <b><u>Reason</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Policy Changes</u></b> |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2:200                        | Types of School Board Meetings                                        | The policy, Cross References, and footnotes are updated. The policy is updated with minor style changes. The footnotes are updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2.07(a), added by P.A. 104-438, prohibiting public bodies from holding regular or special meetings on an election day, and for continuous improvement. An option regarding the posting location for special meetings is added to footnote 19. A minor title correction is made to 2:210, Organizational School Board Meetings, in the Cross References               |
| 2:220                        | School Board Meeting Procedure                                        | The policy, Cross References, and footnotes are updated. The policy and footnotes are updated in response to OMA, 5 ILCS 120/7(a), adding performance of active military duty as a service member as a reason a board member may attend a meeting remotely, and for continuous improvement. A Cross Reference to 2:110, Qualifications, Term, and Duties of Board Officers, is added.                                                                                                                                                                          |
| 2:250                        | Access to District Public Records                                     | The policy, Legal References, and footnotes are updated. The policy and footnotes are updated in response to: 1. Freedom of Information Act (FOIA), 5 ILCS 140/3, amended by P.A. 104-438, requiring requests for public records be made in the body of an e-mail, and permitting public bodies to ask a requester to verify that they are a person; 2. FOIA, 5 ILCS 140/2, amended by P.A. 104-438, revising the definition of public record to exclude junk mail; and 3. Continuous improvement. The Legal References are updated for continuous improvement |
| 2:260                        | Uniform Grievance Procedure                                           | The Legal References and footnotes are updated in response to 105 ILCS 5/22- 110, renumbered by P.A. 104-391, and for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4:165                        | Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors | The policy, Legal References, and footnotes are updated in response to the repeal of 105 ILCS 5/27-13.2, by P.A. 104-391, which formerly required districts to give parents/guardians of students in grades K-8 prior written notice of sexual abuse prevention instruction. The Legal References and footnotes are updated in response to 105 ILCS 5/27-215 and 5/27-1015, both renumbered by P.A. 104-391. The policy and footnotes are also updated for continuous improvement.                                                                             |
| 5:30                         | Hiring Process and Criteria                                           | The policy and footnotes are updated for continuous improvement. The footnotes are also updated in response to 820 ILCS 55/13-25, added by P.A. 104-455, prohibiting employers from taking adverse action against an employee based only on the receipt of a notice of discrepancy (a no-match letter.                                                                                                                                                                                                                                                         |

|       |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5:50  | Drug- and AlcoholFree Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition | The policy and footnotes are updated for continuous improvement. The footnotes are also updated in response to: 1. P.A. 104-391, renumbering and repealing citations in 105 ILCS 5/27; and 2. 105 ILCS 5/22-81 (a/k/a Louie's Law), added by P.A. 103-399, requiring ISBE and the Ill. Dept. of Human Services to develop and regularly update a comprehensive Substance Use Prevention and Recovery Instruction Resource Guide for public elementary and secondary schools across the State of Illinois.                                                                                             |
| 5:250 | Leaves of Absence                                                               | The policy, Legal References, and footnotes are updated in response to the Family Neonatal Intensive Care Leave Act, 820 ILCS 157/, added by P.A. 104- 259, eff. 6-1-26, allowing employees to take a specified amount of unpaid leave if their child is a patient in a neonatal intensive care unit. The policy and footnotes are also updated for continuous improvement.                                                                                                                                                                                                                           |
| 5:330 | Sick Days, Vacation, Holidays, and Leaves                                       | The policy, Legal References, and footnotes are updated for the reasons stated in 5:250, Leaves of Absence, above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6:50  | School Wellness                                                                 | The policy, Legal References, and footnotes are updated. The policy and Legal References are updated with minor style changes. The footnotes are updated in response to: 1.05 ILCS 5/27-215 and 5/27-235, added by P.A. 104-391, replacing, in part, 105 ILCS 110/3 and 110/3.5; 2.P.A. 104-391, renumbering and reorganizing various provisions throughout 105 ILCS 5/27; 3.Farm Fresh Schools Program Act, 105 ILCS 24/, and State Finance Act, 30 ILCS 105/5.728, both repealed by P.A. 104-435, eliminating the Farm Fresh Schools Program and its related funding; and 4.Continuous improvement. |
| 6:65  | Student Social and Emotional Development                                        | The policy, Legal References, and footnotes are updated for continuous improvement. The footnotes are also updated in response to 105 ILCS 5/27- 1080, renumbered by P.A. 104-391.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6:100 | Using Animals in the Educational Program                                        | The Legal References are updated in response to 105 ILCS 5/27-265, renumbered by P.A. 104-391, and for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6:145 | Migrant Students                                                                | The policy, Cross References, and footnotes are updated in response to a fiveyear review. The footnotes are also updated in response to 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, requiring schools to protect the integrity of school learning environments for all children so that no parent is discouraged from sending and no child is discouraged from attending school, including from the threat of immigration enforcement on a school campus.                                                                                                                      |
| 6:170 | Title I Programs                                                                | The policy, Legal References, Cross References, and footnotes are updated. The policy and footnotes are updated to more closely align with federal statutes and guidance and terminology used by ISBE, and to                                                                                                                                                                                                                                                                                                                                                                                         |

|       |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                                 | ensure compatibility with the U.S. Dept. of Education’s revised non-regulatory guidance. The Legal References and Cross References are updated for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6:180 | Extended Instructional Programs                                                 | The policy, Legal References and footnotes are updated. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to: 1. 105 ILCS 5/27-255, added by P.A. 104-391, replacing, in part, 105 ILCS 110/3; 2. P.A. 104-391, renumbering and reorganizing various provisions throughout 105 ILCS 5/27. The footnotes are also updated for continuous improvement.                                                                                                                                                                                                           |
| 7:20  | Harassment of Students Prohibited                                               | The Legal References and footnotes are updated in response to 105 ILCS 5/22- 110, renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7:50  | School Admissions and Student Transfers To and From Non-District Schools        | The policy, Legal References, Cross References, and footnotes are updated. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to: 1. 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, prohibiting the denial of a free public education to every child in Illinois; and 2. 105 ILCS 5/22-105, titled Health examinations and immunizations (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement. 7:150, Agency and Law Enforcement Requests, is added to the Cross References. |
| 7:100 | Health, Eye, and Dental Examinations; Immunizations ; and Exclusion of Students | The Legal References and footnotes are updated in response to 105 ILCS 5/22- 105, titled Health examinations and immunizations (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                     |
| 7:185 | Teen Dating Violence Prohibited                                                 | The policy, Legal References, and footnotes are updated. The policy and footnotes are updated for continuous improvement. The Legal References and footnotes are also updated in response to 105 ILCS 5/27-240, renumbered by P.A. 104-391.                                                                                                                                                                                                                                                                                                                                                                             |
| 7:220 | Bus Conduct                                                                     | The policy, Legal References, and footnotes are updated in response to a fiveyear review. The Legal References are updated with minor style changes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7:230 | Misconduct by Students with Disabilities                                        | The policy, Legal References, and footnotes are updated in response to a fiveyear review. The Legal References are updated with a minor style change.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7:240 | Conduct Code for Participants in Extracurricular Activities                     | The Legal References and footnotes are updated in response to 105 ILCS 5/27- 255(d), renumbered by P.A. 104-391, and for continuous improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|-------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:260 | Exemption from Physical Education            | The policy, Legal References, and footnotes are updated in response to a five-year review. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to 105 ILCS 5/27-710, renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.. |
| 7:280 | Communicable and Chronic Infectious Diseases | The Legal References and footnotes are updated in response to a five-year review. The Legal References are updated with a minor style change.                                                                                                                                                                       |
| 7:300 | Extracurricular Athletics                    | The policy, Legal References, and footnotes are updated for continuous improvement. The footnotes are also updated in response to an IHSA website update.                                                                                                                                                           |
| 8:90  | Parent Organizations and Booster Clubs       | The policy and footnotes are updated in response to a five-year review                                                                                                                                                                                                                                              |

## **School Board**

### **Types of School Board Meetings** <sup>1</sup>

#### **General**

For all meetings of the School Board and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act (OMA). This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Board.<sup>2</sup> Unless otherwise specified, all meetings are held in the District's main office.<sup>3</sup> Board policy 2:220, *School Board Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with OMA that is required by Section 1.05(a) of that Act. The Superintendent may identify other employees to receive the training.<sup>4</sup> In addition, each Board member must complete a course of training on OMA as required by Section 1.05(b) or (c) of that Act. <sup>5</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State law controls this policy's content. The provisions of the Open Meetings Act (OMA) do not apply to collective bargaining negotiations, including negotiating team strategy sessions, and grievance arbitrations as provided in 115 ILCS 5/18.

<sup>2</sup> 5 ILCS 120/2.02. These responsibilities may be given to anyone.

<sup>3</sup> State law requires that meetings be held in a location convenient and open to the public and no open meeting is allowed to be held on a legal holiday unless the regular meeting day falls on that holiday. 5 ILCS 120/2.01. Regular and special meetings also may not be held or scheduled on the day of a general primary election, a general election, a consolidated primary election, or a consolidated election, as defined in the Election Code. 5 ILCS 120/2.07(a), added by P.A. 104-438. According to an Ill. Atty. Gen. Public Access Counselor Opinion (PAO), a board may not meet in a private residence because it would not be convenient and open to the public. PAO 12-8. A board meeting 26 miles away from its regular location, while open to the public, was inconvenient because "the public, as a practical matter, would be deterred from attending it." PAO 13-14. Generally, a board must also plan to accommodate a greater number of meeting attendees if it is aware of heightened interest in a meeting. PAO 25-11. Any person may record an open meeting. 5 ILCS 120/2.05. See sample policy 2:220, *School Board Meeting Procedure*.

<sup>4</sup> Each board must designate at least one employee or member to receive training on compliance with OMA. 5 ILCS 120/1.05. Revise this paragraph if the board designates other individual(s) to receive the training. A list of designated individual(s) must be submitted to the Ill. Atty. Gen. Public Access Counselor (PAC). The designated individual(s) must successfully complete an electronic training curriculum administered by the PAC within 30 days after that designation, and thereafter must successfully complete an annual training program. OMA does not specify duties for the designated individuals who receive the training but presumably they would assist the board in its OMA compliance efforts.

<sup>5</sup> 5 ILCS 120/1.05(b) applies to training administered by the Ill. Atty. Gen. Office; 1.05(c) applies to training administered by IASB. Board members elected or appointed after 1-1-12 must complete the training not later than 90 days after taking the oath of office. Even before this law, compliance with OMA has always been considered a shared responsibility of board members. Failing to complete OMA training does not affect the validity of an action taken by the board nor is it considered a criminal violation. 5 ILCS 120/1.05(b) and 120/4. However, a person found to have violated any other provisions of OMA is guilty of a Class C misdemeanor punishable by a \$1,500 fine and/or 30 days in jail. 5 ILCS 120/4.

## Regular Meetings

The Board announces the time and place for its regular meetings at the beginning of each fiscal year.<sup>6</sup> The Superintendent shall prepare and make available the calendar of regular Board meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.<sup>7</sup>

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.<sup>8</sup>

## Closed Meetings<sup>9</sup>

The Board and Board committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.<sup>10</sup> However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase

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<sup>6</sup> OMA and the School Code have different provisions regarding the establishment of a regular meeting schedule. OMA requires each public body to prepare and make available a regular meeting schedule at the beginning of each calendar or fiscal year. 5 ILCS 120/2.03. The School Code states that this task is accomplished during the organizational meeting. By *announcing* the schedule at the beginning of each calendar or fiscal year and by *fixing* the schedule at the organizational meeting, a board can implement both laws. Note that the phrase in this sample policy, "at the beginning of each fiscal year," can be changed to "at the beginning of each calendar year."

<sup>7</sup> Regular meeting dates may be changed by giving at least 10 days' notice in a newspaper of general circulation and posting a notice at the district's main office. 5 ILCS 120/2.03. Districts with a population of less than 500, in which no newspaper is published, may give the 10 days' notice by posting a notice in at least three prominent places within the district, in addition to posting a notice at the district's main office. *Id.* Notice shall also be given to those news media having filed an annual request to receive notifications. *Id.* The 10 days' notice requirement does not apply to the rescheduling of a single meeting if the regular meeting schedule is otherwise maintained. See PAO 24-13 and f/n 17, below.

<sup>8</sup> 5 ILCS 120/2.02(a). The posting location may need modification to comply with the law's requirement that the agenda be posted at the district's main office. For agenda requirements, see sample policy 2:220, *School Board Meeting Procedure*.

OMA also requires that "any requested notice and agenda for the meeting be continuously available for public review during the entire 48-hour period preceding the meeting." 5 ILCS 120/2.02(c). The requirement for continuously available is satisfied if the district posts any required notice and agenda on its website. However, to comply with the legislative intent, posting on the district website does not replace the posting described in this sentence. See Rep. Pihos' remarks reported in *New open-meetings law; is hard-copy posting of agendas still required?*, Sept. 2012, Illinois Bar Journal.

For districts that do not post board meeting agendas on a website (because they do not have a website maintained by a full-time staff member), add the following sentence:

The agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting. If a notice or agenda is not continuously available for the full 48-hour period due to actions outside of the district's control, the lack of availability does not invalidate any meeting or action taken.

<sup>9</sup> 5 ILCS 120/2(c), amended by P.A. 103-311. The reasons for closed meetings are frequently addressed in court decisions and Ill. Atty. Gen. opinions; only a few of these decisions/opinions are mentioned in the footnotes.

<sup>10</sup> "Th[is] exception is not intended to allow private discussion of fiscal matters, notwithstanding that they may directly or indirectly impact the employees of the public body." See PAOs 12-11 and 15-03. Discussing the elimination of an employee's position for reasons unrelated to the performance of the employee is not within the scope of Section 2(c)(1). See PAO 15-07. Nor does the exception permit a public body to hold closed sessions to discuss employees in general or issues that may ultimately have an impact on employees. See PAOs 15-05, 16-13, and 18-12.

Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [OMA]. 5 ILCS 120/2(c)(1). <sup>11</sup>

2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2). <sup>12</sup>
3. The selection of a person to fill a public office, as defined in OMA, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in OMA, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5).
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
7. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
8. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
10. Student disciplinary cases. 5 ILCS 120/2(c)(9).
11. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).

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<sup>11</sup> The Local Government Wage Increase Transparency Act, 50 ILCS 155/, allows *disclosable payments* (described below) to Ill. Municipal Retirement Fund (IMRF) employees only when the school board has first discussed the specific payment to be made at a meeting open to the public and posted and held in accordance with the requirements of OMA. 50 ILCS 155/5.

The provisions apply only to disclosable payments made to participating employees under Article Seven of the Ill. Pension Code (IMRF) who began participation before 1-1-11 and who are not subject to a collective bargaining agreement with respect to the employment upon which the participation is based.

*Disclosable payments* means a payment, whether in the form of an increase in the rate of earnings or a lump-sum payment, that would:

1. Be made by a participating employer to a participating employee after the employee has expressed to the employer his or her intent to retire or withdraw from service;
2. Have the effect of increasing the employee's reportable monthly earnings from that employer by more than 6% compared to the previous month; and
3. Be made between 12 months and 90 days prior to the employee's expected termination of service.

A disclosable payment also includes payment for accumulated sick leave; it does not include a refund of contributions or any payment required to be paid by State or federal law.

<sup>12</sup> Discussing a hiring freeze is not within the scope of Section 2(c)(2). See PAO 15-07. And if a public body is not engaged in collective bargaining at the time of the meeting, discussion of a hiring freeze does not constitute a collective negotiating matter. *Id.*

12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
13. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
14. Self evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16). <sup>13</sup>
15. Discussion of minutes of meetings lawfully closed under OMA, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes. <sup>14</sup>

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within three months of the vote. <sup>15</sup>

No final Board action will be taken at a closed meeting. <sup>16</sup>

#### Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required

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<sup>13</sup> IASB Outreach and Training directors are available to facilitate a board self-evaluation.

<sup>14</sup> 5 ILCS 120/2a. Provided the open meeting was properly noticed, no additional notice is required to close the meeting. A motion to close a meeting can be as simple as, "I move that the Board hold [go into] a closed session to discuss [state one of the closed meeting grounds with reference to the specific section authorizing the closed meeting]."

The adequacy of a motion to go into closed session was discussed in Henry v. Anderson and Champaign Community Unit School Dist. No. 4, 356 Ill.App.3d 952 (4th Dist. 2005). A statutory citation is not required in the motion to go into closed session, but OMA does require a reference to the specific exception.

The *litigation* exception can be challenging. If the litigation has been filed and is pending, the motion to go into closed session need only state that the board will discuss litigation that has been filed and is pending. If the litigation has not been filed, the board must: (1) find that the litigation is probable or imminent, and (2) record and enter into the closed session minutes the basis for that finding. 5 ILCS 120/2. See City of Bloomington v. Raoul, 184 N.E.3d 366 (Ill. App. 4th Dist. 2021) (finding city council improperly invoked litigation exception to justify closed session); PAO 21-03.

<sup>15</sup> *Id.*

<sup>16</sup> 5 ILCS 120/2(e). See also PAOs 13-03, 13-07, 14-01, and 24-03.

when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda. <sup>17</sup>

### Special Meetings

Special meetings may be called by the President or by any three members of the Board by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting. <sup>18</sup>

Public notice of a special meeting is given by posting a notice at the District's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice. <sup>19</sup>

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda. <sup>20</sup>

### Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice. <sup>21</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>17</sup> 5 ILCS 120/2.02.

<sup>18</sup> 105 ILCS 5/10-16 (two members of a board of directors; 105 ILCS 5/10-6). Lawyers disagree whether three members may call a special meeting without violating OMA, although there is general agreement that no violation occurs if three members call a special meeting while they are participating in a lawful board committee meeting with the matter on the agenda.

<sup>19</sup> 5 ILCS 120/2.02. News media that gave the board an address or telephone number within the district's territorial jurisdiction must be given notice in the same manner as given board members.

OMA requires that "any required notice and agenda be *continuously available* for public viewing during the entire 48-hour period preceding the meeting." 5 ILCS 120/2.02(c) (emphasis added). The requirement for *continuously available* is satisfied if the district posts any required notice and agenda on its website. Posting on the district website does not replace the posting described in this paragraph. See f/n 8.

For districts that do not post board meeting notices and agendas on a website (because they do not have a website maintained by a full-time staff member), add the following sentence:

The notice and agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting.

Some attorneys find OMA's posting requirements for special meetings to be unclear and recommend that a board post notices and agendas of such meetings at the district's main office *and* at the location where the meeting is to be held. Consult the board attorney for guidance on this issue and ensure that posting practices align with this policy and administrative procedure 2:200-AP, *Types of School Board Meetings*. Posting at the meeting location promotes greater transparency. Boards that post public notices and agendas of special meetings at the meeting location may revise this sentence as follows:

Public notice of a special meeting is given by posting a notice at the District's main office and the location where the meeting is to be held at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice.

Note that if this alternative language is used, this sample policy requires posting in the same manner for reconvened and rescheduled meetings in alignment with OMA; see the **Reconvened or Rescheduled Meetings** subhead.

<sup>20</sup> Lawyers disagree whether OMA mandates this restriction, i.e., whether it restricts board *discussions* to items related to an item on the special meeting agenda. OMA limits board *action* to items on the agenda (5 ILCS 120/2.02(c)); it states that the validity of any action taken "which is germane to a subject on the agenda shall not be affected by other errors or omissions in the agenda." 5 ILCS 120/2.02(a). For agenda requirements, see sample policy 2:220, *School Board Meeting Procedure*.

<sup>21</sup> 5 ILCS 120/2.02(a).

## Posting on the District Website <sup>22</sup>

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.  
5 ILCS 140/, Freedom of Information Act.  
105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational School Board Meeting), 2:220 (School Board Meeting Procedure), 2:230 (Public Participation at School Board Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks), 8:30 (Visitors to and Conduct on School Property)

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>22</sup> Required *only if* the district has a website that is maintained by a full-time staff member; if not, this section may be omitted. 5 ILCS 120/2.02. Note that 5 ILCS 120/2.02(b) requires that a notice of *all* meetings be posted on the district website, but only notices of *regular* meetings must remain posted until the *regular* meeting is concluded. As this is an obvious oversight, it is wise to leave the notice of every meeting on the website until after the meeting occurred. The agenda must remain on the district website until the meeting is concluded. Id.

## **School Board**

### **School Board Meeting Procedure** <sup>1</sup>

#### **Agenda**

The School Board President is responsible for focusing the Board meeting agendas on appropriate content.<sup>2</sup> The Superintendent shall prepare agendas in consultation with the Board President. The President shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.<sup>3</sup>

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting.<sup>4</sup> Items submitted by Board members to the Superintendent or the President shall be placed on the agenda for an upcoming meeting.<sup>5</sup> District residents may suggest

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<sup>1</sup> State law requires boards to have a policy concerning: (1) the public's right to record meetings (5 ILCS 120/2.05), and (2) if applicable, attendance by video or audio means (5 ILCS 120/7). Boards are not mandated to have a policy on the remaining topics covered in this policy. The following items are matters of local discretion: agenda preparation and contents, process for board members to have items placed on agenda, receipt and handling of residents' requests for agenda inclusions, and order of business.

<sup>2</sup> Appropriate agenda content includes establishing board processes, clarifying the district's purpose, delegating authority, defining operating limits, monitoring district progress, and taking legally required board action. See *IASB's Foundational Principles of Effective Governance* at: [www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance](http://www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance).

<sup>3</sup> To comply with the Open Meetings Act's (OMA's) mandate that minutes contain a "summary of discussion on all matters proposed, deliberated, or decided," a board should include a list of consent items in the agenda. OMA also requires that any final action "be preceded by a public recital of the nature of the matter being considered and other information that will inform the public of the business being conducted." 5 ILCS 120/2(e). Some level of explanation of the consent agenda items must be verbally given before a board votes to approve a consent agenda. The Ill. Supreme Court has held that "the recital must announce the nature of the matter under consideration, with sufficient detail to identify the particular transaction or issue, but need not provide an explanation of its terms or its significance." *Bd. of Educ. of Springfield Sch. Dist. No. 186 v. Atty. Gen. of Ill.*, 77 N.E.3d 625, 636 (Ill. 2017).

<sup>4</sup> 5 ILCS 120/2.02(c). The Ill. Appellate Court held that OMA prohibits a board from voting on a matter at a regular meeting that is not on the pre-meeting published agenda. *Rice v. Bd. of Trustees of Adams Cnty.*, 326 Ill.App.3d 1120 (4th Dist. 2002).

<sup>5</sup> An alternative follows for those boards that want to give discretion to the board president to decide whether an item submitted by a board member should be added to a meeting agenda:

Any Board member may submit suggested agenda items to the Board President for his or her consideration.

inclusions for the agenda.<sup>6</sup> The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.<sup>7</sup>

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency.<sup>8</sup> The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of School Board Meetings*.

The Board President shall determine the order of business at regular Board meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

### Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome.<sup>9</sup> A vote of *abstain* or

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<sup>6</sup> See sample policy 2:230, *Public Participation at School Board Meetings and Petitions to the Board*. In districts governed by a board of school directors, an appointed board official must give a resident of the district requesting consideration of a matter by the board a formal written response no later than 60 days after receiving the request. The response must establish a meeting before the board or list the reasons for denying the request. 105 ILCS 5/10-6.

Options follow to restrict the addition of new agenda items by district residents; the phrases between [ ] may be used together, separately, or eliminated:

Discussion items suggested by District residents may be added to the agenda [at the beginning of a regular meeting] [upon unanimous approval of those Board members present].

<sup>7</sup> An Ill. Atty. Gen. Public Access Counselor Opinion (PAO) found no violation of OMA when a board removed an item from the agenda within the 48-hour notice time period. PAO 14-3. Removals inform the public that the board does not plan to proceed on the topic.

<sup>8</sup> State law does not require this, except that 105 ILCS 5/10-16 requires members to receive a written notice of a special meeting that includes the meeting's purpose.

<sup>9</sup> In most situations, the failure of a member to vote has the effect of acquiescence or concurrence with the majority of votes cast. *Prosser v. Village of Fox Lake*, 91 Ill.2d 389 (Ill. 1982); *People v. Bertrand*, 978 N.E.2d 681 (Ill. App. 1st Dist. 2012). For example, a motion passes with a vote of two *yeas*, one *nay*, and four *abstentions*. A motion fails with a vote of two *yeas*, three *nays*, and two *abstentions*. A motion fails with a vote of three *yeas*, three *nays*, and one *abstain* because there is no majority. Exceptions include when a statute requires the *affirmative vote* of a majority or extra. Statutory exceptions include the following board actions:

1. Dismissing a teacher for any reason other than reduction of staff or elimination of that position requires approval by the majority of all members. 105 ILCS 5/24-12.
2. Directing the sale of district real property or buildings thereon must be approved by at least 2/3 of the board members, unless the sale is residential property constructed or renovated by students as part of a curricular program, in which case, the board could engage the services of a licensed real estate broker to sell the property for a commission not to exceed 7%, contingent upon the public listing of the property on a multiple listing service for a minimum of 14 calendar days and a sale of the property happens within 120 days. 105 ILCS 5/5-22.
3. Making or renewing a lease of school property to another school district or municipality or body politic and corporate for a term longer than 10 years, or to alter the terms of such a lease whose unexpired term exceeds 10 years, requires approval by at least 2/3 of the board's full membership. 105 ILCS 5/10-22.11.
4. Leasing any building, rooms, grounds, and appurtenances to be used by the district for school or administration purposes for a term longer than ten years, or to alter the terms of such a lease whose unexpired term exceeds ten years, requires approval by at least 2/3 of the board's full membership. 105 ILCS 5/10-22.12.
5. Obtaining personal property by lease or installment contract requires approval by an affirmative vote of at least 2/3 of the board members. *Personal property* includes computer hardware and software and all equipment, fixtures, and improvements to existing district facilities to accommodate computers. 105 ILCS 5/10-22.25a.
6. Adopting a supplemental budget after a successful referendum requires approval by a majority of the full board. 105 ILCS 5/17-3.2.

*present*, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of abstain or present, or a vote other than *yea* or *nay*, or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated. <sup>10</sup>

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present. <sup>11</sup>

### Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the President and the Secretary. <sup>12</sup> The minutes include: <sup>13</sup>

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted *yea* and *nay*;
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;

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7. Petitioning the circuit court for an emergency election requires approval by a majority of the members. 10 ILCS 5/2A-1.4.
8. Expending funds in emergency situation in the absence of required bidding requires approval by at least 3/4 of the board. 105 ILCS 5/10-20.21(a)(xiv).
9. Exchanging school building sites requires approval by at least a 2/3 majority of the board. 105 ILCS 5/5-23.
10. Waiving the administrative cost cap requires approval by an affirmative vote of at least 2/3 of the board. 105 ILCS 5/17-1.5.
11. Authorizing an advisory question of public policy to be placed on the ballot at the next regularly scheduled election requires approval by a majority of the board. 105 ILCS 5/9-1.5.

<sup>10</sup> Voting sequence is at the board's discretion. A board may indicate how frequently it changes the voting sequence by adding *after each vote*, *monthly*, or *annually* to the end of the sentence. All board members, including officers, may make motions and vote.

<sup>11</sup> This paragraph's first sentence contains the requirements in 105 ILCS 5/10-7. The second sentence is optional and may be deleted or amended. Other optional provisions include:

- Option 1:** Any Board member may include a written explanation of his or her vote in the District file containing individual Board member statements; the explanation will not be part of the minutes.
- Option 2:** Any Board member may request that his or her vote be changed before the President announces the result.

If a board takes a roll call vote on all action items, it may substitute this paragraph with the following sentence:

The Board shall take a roll call vote on all matters requiring its action, including but not limited to, all questions involving the expenditure of money and all questions involving the closing of a meeting to the public.

<sup>12</sup> 105 ILCS 5/10-7 and 5 ILCS 120/2.06. The minutes are the only record showing that the board took official action, including necessary prerequisites to make such action legally sufficient. A non-member recording secretary (of a board of education) or clerk (of a board of directors) may be given these responsibilities. 105 ILCS 5/10-14.

<sup>13</sup> All items listed are required to be recorded in minutes **except** items 7-9; other items may be included at the board's discretion. 5 ILCS 120/2.06 and 120/2a; 105 ILCS 5/10-7. The Ill. Atty. Gen. Public Access Counselor (PAC) found a board's vague reference to a *personnel matter* insufficient to meet the requirements of #3. PAO 13-7.

7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion;<sup>14</sup> and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later. <sup>15</sup>

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection.<sup>16</sup> This is also referred to as a *semi-annual review*. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session. <sup>17</sup>

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require. <sup>18</sup>

The official minutes are in the custody of the Board Secretary.<sup>19</sup> Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval;<sup>20</sup> they may be inspected in the District's main office, in the presence of the Secretary, the Superintendent or designee, or any Board member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected

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<sup>14</sup> The intent behind this optional item is to give an individual member a means of recording his or her support or opposition to a motion that was taken by oral vote; it will record that the individual took an alternative position to that of the majority without having the minutes recite unnecessary detail.

<sup>15</sup> Required by 5 ILCS 120/2.06(b).

<sup>16</sup> Required by 5 ILCS 120/2.06(d). If a board is unable to conduct the review every six months, it must do so as soon after as is practicable, taking into account the nature and meeting schedule of the board. *Id.* A board may also conduct the review more frequently. For the sake of brevity and to align with the closed meeting exception in 5 ILCS 120/2(c)(21) that continues to refer to a public body's *semi-annual* review of its closed session minutes, this policy's exhibits use the term *semi-annual*, even though that term was removed from 5 ILCS 120/2.06(d).

While board notes from closed sessions may be confidential under the Freedom of Information Act (FOIA), they may be discoverable by the opposing party in a lawsuit. *Bobkoski v. Cary Sch. Dist.* 26, 141 F.R.D. 88 (N.D. Ill. 1992).

The failure to strictly comply with the semi-annual review does not cause the written minutes or related verbatim record to become public, provided that the board, within 60 days of discovering its failure to strictly comply, reviews the closed session minutes and reports the result of that review in open session. 5 ILCS 120/2.06(d).

<sup>17</sup> 5 ILCS 120/2(c)(21) allows boards to discuss the confidentiality needs of closed meeting minutes in closed meetings.

<sup>18</sup> Required by 105 ILCS 5/10-7.

<sup>19</sup> Optional provision: "A copy of the minutes is kept in a secure location appropriate for valuables."

<sup>20</sup> Required by 5 ILCS 120/2.06(b).

Board member.<sup>21</sup> The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order. <sup>22</sup>

The Board's open meeting minutes shall be posted on the District website within ten days after the Board approves them; the minutes will remain posted for at least 60 days. <sup>23</sup>

#### Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings.<sup>24</sup> If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained close to the Board's regular meeting location. <sup>25</sup>

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting. <sup>26</sup>

Individual Board members may access verbatim recordings in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member.<sup>27</sup> Access to the verbatim

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<sup>21</sup> 5 ILCS 120/2.06(f). The listed individuals in the statute are matched to the titles in the IASB Policy Reference Manual. If the board wishes to mirror the statutory language, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

See the discussion in paragraph two of f/n 27 below about what *in the presence of* means.

<sup>22</sup> Id.

<sup>23</sup> Posting on the website is required *only if* the district has a website that is maintained by a full-time staff member; if not, this sentence may be omitted. 5 ILCS 120/2.06(b).

<sup>24</sup> Boards must keep a verbatim record of their closed meetings in the form of an audio or video recording. 5 ILCS 120/2.06(a). This sample policy uses audio recording only; a board that uses a video recording should amend this policy and exhibit 2:220-E1, *Board Treatment of Closed Meeting Verbatim Recordings and Minutes*.

The interests of continuity, efficiency, and ease of holding someone accountable suggest that the superintendent be made responsible for making and storing the verbatim recordings. If the superintendent is not present, e.g., during discussions concerning the superintendent's contract, the tasks should be given to a board member.

<sup>25</sup> Alternatively, use: "is maintained within the District's administrative offices or their official storage location."

<sup>26</sup> This paragraph paraphrases 5 ILCS 120/2.06(c). No notification to, or the approval of, a records commission or the State Archivist is needed if a recording is destroyed under the conditions listed.

<sup>27</sup> 5 ILCS 120/2.06(e). The listed individuals align with the other titles used in the IASB Policy Reference Manual. If the board wishes to mirror the statute, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

The intent of the *in the presence of* language is meant to protect both (1) the verbatim recordings/closed session minutes (see f/n 21 above), and (2) the board members requesting access to them. It ensures that a school district official is present at all times when a requesting board member accesses the verbatim recording/closed session minutes. The requirement is meant to prevent misuse and removal of the verbatim recording/closed session minutes from the district offices or official storage location. It is also meant to protect the board member who requests the access from being alone and in a situation where the board member could potentially be accused of tampering with or taking the verbatim recording/closed session minutes.

Consult the board attorney about:

recordings is available at the District's administrative offices or the verbatim recording's official storage location.<sup>28</sup> Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order. <sup>29</sup>

Before making such requests, Board members should consider whether such requests are germane to their responsibilities, service to District, and/or Oath of Office in policy 2:80, *Board Member Oath and Conduct*. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections. <sup>30</sup>

#### Quorum and Participation by Audio or Video Means <sup>31</sup>

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board constitutes a quorum.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

1. The practice of sending an *appointed* board member to be present with a board member who requests access to verbatim recordings/closed session minutes. 5 ILCS 120/2.06(e) states, "any *elected* official of the public body;" appointed is not listed but is mentioned elsewhere in the language of this section of the law;
2. Access to verbatim recordings/closed session minutes by other officials employed by the district, e.g., superintendent or other high-level administrators and even the board attorney; and
3. How this law affects the sharing of closed session minutes with board members prior to a meeting at which the closed session minutes will be approved.

The intent of P.A. 99-515, which amended 5 ILCS 120/2.06(e), was to manage a board member's *individual* request for access to these items in the board member's individual capacity (see sample policy 2:80, *Board Member Oath and Conduct*), not change prior practices in regard to other officials and board attorneys or the required work of school boards under various laws. While many attorneys do not interpret the law to restrict access or change procedures for these other high-level school officials and attorneys employed by the district, some attorneys do, and it is important to obtain legal advice on this specific issue.

<sup>28</sup> Id.

<sup>29</sup> Id.

<sup>30</sup> This paragraph is optional. It provides boards an opportunity to discuss and encourage each member to carefully think about purposes for their requests to listen to verbatim recordings, which historically has been and should continue to be to "access information relevant to the exercise of duties" for the public body. Intra-board conflicts may escalate if the recording is used to confirm or dispute who said what. Prior to P.A. 99-515, OMA did (and still does) allow boards to release these types of information. 5 ILCS 120/2.06(e). Board members should evaluate whether their requests under 5 ILCS 120/2.06(e) are "relevant to the exercise of their duties" before making such requests. Confirming or disputing who said what diverts resources away from operations of the district in educating its students. Additional considerations in listening to verbatim recordings may include personnel and student records confidentiality issues, which should be discussed with the board attorney.

<sup>31</sup> 5 ILCS 120/2.01 and 120/7, amended by P.A.s 103-311 and 104-438. See also 105 ILCS 5/10-6 (regular and special meetings) and 5/10-12 (quorum). In order to allow attendance by video or audio means, a board must adopt a policy conforming to the restrictions in OMA. The statute requires the board member who wishes to attend remotely to notify the "recording secretary or clerk of the public body." The policy includes the superintendent as a possible person to receive the notice. Everything in this section is required aside from provisions on the length of notification that is given the secretary and the process for accommodating the request. Alternatively, a board may: (1) prohibit members from participating by video or audio means by omitting this section, (2) add other requirements, or (3) alter the 24-hour notification. Note that the statute does not contemplate someone either approving or denying a request, only that the request be accommodated if the notification is provided.

In a non-binding opinion, the PAC found a public body violated OMA when it allowed a board member to join a closed session meeting remotely without first taking action at that particular meeting in open session to approve the remote participation. 2019 PAC 57660. Therefore, even with the adoption of this policy to approve remote participation, best practice is to ensure the public is informed of any board members that are participating remotely for a particular board meeting. Consult the board attorney for advice on whether the board should take action every time it wishes to permit a member to participate remotely or in those instances where a board member objects to such participation.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or District business, (3) a family or other emergency, (4) unexpected childcare obligations, or (5) performance of *active military duty* as a *service member*. If a member wishes to attend a meeting by video or audio means, he or she must notify the Recording Secretary or Superintendent at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

#### No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration <sup>32</sup>

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency.<sup>33</sup> The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if neither the President nor Vice President are present or able to perform this determination, the Superintendent shall serve as the duly authorized designee for purposes of making this determination. <sup>34</sup>

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Conflicting obligations to an employer may provide a permissible reason for a board member's attendance by video or audio conference. PAO 24-7. A board member does not have to show that it would be unfeasible to commute from a work assignment to the meeting location to participate remotely. *Id.*

OMA borrows the definition for *active military duty* from the Service Member Employment and Reemployment Act, 330 ILCS 61/1-10. 5 ILCS 120/7(a), amended by P.A. 104-438. It means any full-time military service regardless of length or voluntariness, including, but not limited to, annual training, full-time National Guard Duty, and State active duty. 330 ILCS 61/1-10. *Service member* means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, D.C., a commonwealth, or territory of the U.S. 5 ILCS 120/7(a), amended by P.A. 104-438.

<sup>32</sup> 5 ILCS 120/2.01 and 120/7(e)(1)-(10). See also 105 ILCS 5/10-6 (regular and special meetings) and 5/10-12 (quorum). During the 2020 COVID-19 pandemic, Ill. Gov. Pritzker issued Executive Order (EO) 2020-07 pursuant to 20 ILCS 3305/7 (disaster proclamation due to public health emergency) that temporarily suspended OMA's physical quorum requirement. The Governor extended this OMA relief through subsequent Executive Orders as the crisis continued. In June of 2020, 5 ILCS 120/7 was enacted, immediately requiring public bodies to meet a number of conditions before suspending the physical quorum requirement. Boards must remember that public comment is still required when a quorum is not physically present at the meeting location.

<sup>33</sup> The phrase "due to public health emergency" aligns with Ill. Emergency Management Agency Act (IEMAA), 20 ILCS 3305/4 and 7, which provides the governor with the power to declare a disaster. 5 ILCS 120/7(e)(1) uses the phrase "related to public health concerns because [the governor has declared] a disaster" and while not aligning with IEMAA text, means "public health emergency." For ease of understanding and alignment with IEMAA, this policy uses "public health emergency."

To avoid confusion, note that the triggers under 5 ILCS 120/7(e) for when a school board may conduct its meetings by audio or video conference without the physical presence of a quorum are a bit more broad than the School Code's triggers to implement remote and/or blended remote learning days (RLD/BRLDs). OMA states (1) the "governor **or the director of IDPH** has issued a disaster declaration of a disaster as defined in 20 ILCS 3305/ ...." This means that it is possible for the board to meet remotely if the director of IDPH declares a disaster under OMA, but that may not mean a district must implement RLD/BRLDs because the School Code states that the governor must declare the disaster.

<sup>34</sup> 5 ILCS 120/7(e)(2) states "the head of the public body as defined in [the Freedom of Information Act (FOIA), 5 ILCS 140/2(e), FOIA]." FOIA defines *head of the public body* to mean the *president* or "such person's duly authorized designee." 5 ILCS 140/2(e). Sample policy 2:110, *Qualifications, Term, and Duties of Board Officers*, designates the vice president to perform the duties of the president if that office is vacant or he or she is absent or unable to perform the office's duties.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes,<sup>35</sup> and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum. <sup>36</sup>

#### Rules of Order

Unless State law or Board-adopted rules apply, the Board President, as the presiding officer, will use the most recent edition of Robert's Rules of Order Newly Revised, as a guide when a question arises concerning procedure. <sup>37</sup>

#### Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting.<sup>38</sup> Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Superintendent at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

LEGAL REF.: 5 ILCS 120/2a, 120/2.02, 120/2.05, 120/2.06, and 120/7, Open Meetings Act.  
105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:150 (Committees), 2:200 (Types of School Board Meetings), 2:210 (Organizational School Board Meeting), 2:230 (Public Participation at School Board Meetings and Petitions to the Board)

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For practical purposes if a disaster is declared due to a public health concern, this policy designates the superintendent as “[the president or vice president’s] duly authorized designee” pursuant to the authority of 5 ILCS 140/2(e) for the board to move forward with the required determination to meet by audio or video with no physical presence of a quorum.

<sup>35</sup> While this phrase of the sentence is not required in OMA, many attorneys agree that transparency best practices in this situation include the individual making the determination to: (1) put it in writing referring to the specific disaster declaration applicable to the board’s jurisdiction and the public health concern/public health emergency that applies to not having an in-person meeting; and (2) include that written determination (a) on the board’s published notice and agenda for the audio or video meeting, and (b) in the meeting minutes.

<sup>36</sup> See sample exhibit 2:220-E9, *Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration*.

<sup>37</sup> Boards are not required to follow any particular rules of order. Rules, however, must be in writing and available for public inspection, in order to have any legal effect. 105 ILCS 5/10-20.5.

<sup>38</sup> The public’s right to record meetings must be addressed in board policy. 5 ILCS 120/2.05. However, a provision requiring advance notice to record a meeting is invalid. PAO 12-10.

## School Board

### Access to District Public Records <sup>1</sup>

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. <sup>2</sup>

### Freedom of Information Officer <sup>3</sup>

The Superintendent shall serve as the District's Freedom of Information Officer and assume 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 responsibility for the delegated action.

### Definition <sup>4</sup>

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

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<sup>1</sup> The Ill. Freedom of Information Act (FOIA) governs the subject matter in this policy. 5 ILCS 140/. School districts are required to make public records available to any person for inspection or copying, unless they fall within an exception. 5 ILCS 140/3(a). The f/ns only discuss sections of FOIA that are relevant to school districts. State law does not explicitly require boards to adopt a policy on access to their records. However, a board policy is the logical instrument to memorialize the actions that are required to implement FOIA. The laws limiting the disclosure of employee evaluations are discussed in f/n 7.

See also *Let the Sunshine In: School Board Meetings and Records* published by IASB at:

[www.iasb.com/IASB/media/Documents/JPBSunshine.pdf](http://www.iasb.com/IASB/media/Documents/JPBSunshine.pdf).

Any person denied access to a public record may request a review by the Ill. Public Access Counselor (PAC) established in the office of the Ill. Atty. Gen. 5 ILCS 140/9.5. As a result of the review, the PAC may issue an opinion binding on the requester and public body. IASB reports on the opinions relevant to school districts at:

[www.iasb.com/policy-services-and-school-law/court-decisions-listing/](http://www.iasb.com/policy-services-and-school-law/court-decisions-listing/).

<sup>2</sup> This sentence allows a board to monitor the district's compliance with FOIA. This is an important duty as illustrated by FOIA's provision stating: "It is a fundamental obligation of government to operate openly and provide public records as expediently and efficiently as possible." The School Code requires the FOIA report described in #2 (105 ILCS 5/10-16); it is optional, however, for districts governed by a board of school directors.

<sup>3</sup> Each board must designate one or more official(s) or employee(s) to act as its freedom of information officer(s). 5 ILCS 140/3.5 (**referred to in the f/ns as *FOIA Officer***). A board may replace *Superintendent* in this paragraph with another job title, or may replace the paragraph with one of the alternatives below:

**Alternative 1:** 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.

**Alternative 2:** The Superintendent shall appoint an employee, who may be himself or herself, to [continue as with alternative 1].

<sup>4</sup> The definition is quoted from 5 ILCS 140/2(c), amended by P.A. 104-438. Substitute the following alternative for this paragraph if desired:

The definition of *public records*, for purposes of this policy, is the definition contained in 5 ILCS 140/2(c) without amendment.

*Junk mail* means any unsolicited commercial mail or commercial electronic communication sent to a district and not responded to by a district. 5 ILCS 140/2(j), added by P.A. 104-438.

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. The District's public records do not include *junk mail*.

### Requesting Records <sup>5</sup>

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. Email requests must include the entirety of the request within the body of the email and not as an attachment or hyperlink. 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.

### Responding to Requests

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

1. The requested material does not exist; <sup>6</sup>
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; <sup>7</sup>
3. Complying with the request would be unduly burdensome; <sup>8</sup>

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<sup>5</sup> This section restates 5 ILCS 140/3(c), amended by P.A. 104-438, in relevant part. Districts may, but are not required to, accept oral requests. Compliance with an oral request may stave off the formal written request and permit more flexibility in the response. If the district wants to accept oral requests, delete ~~must be made in writing~~ and from the first sentence and add the following:

Oral requests may be accepted provided personnel are available to handle them, but otherwise must be made in writing.

The response to an oral request should be documented. Districts may provide a request form for convenience but may not require its use. See sample exhibit 2:250-E1, *Written Request for District Public Records*.

<sup>6</sup> FOIA does not require a public body to create a record. 5 ILCS 140/1; *Chicago Tribune Co. v. Dept. of Financial and Professional Regulation*, 8 N.E.3d 11 (Ill. App. 4th Dist. 2014). However, compiling information already in the public body's possession into a different format in order to respond to a FOIA request does not constitute the creation of a new record. PAO 15-10. See also *Hites v. Waubensee Community College*, 56 N.E.3d 1049 (Ill. App. 2nd Dist. 2016) (holding that databases that house aggregations of data and do not merely store documents are subject to FOIA).

<sup>7</sup> 5 ILCS 140/7 and 140/7.5 describe numerous explicit exceptions to the presumption that all public records are available for public inspection. Each record is "presumed to be open to inspection or copying" and the district will have "the burden of proving by clear and convincing evidence that it is exempt." 5 ILCS 140/1.2 and 140/11(f). A person who prevails in a court proceeding to enforce FOIA will be awarded attorney's fees; the public body may incur a civil penalty of between \$2,500 and \$5,000 for each occurrence of a willful or intentional violation of FOIA or other action in bad faith; and courts may impose additional penalties of up to \$1,000 for each day the violation continues if (1) the board fails to comply with the court's order after 30 days, (2) the court's order is not on appeal or stayed, and (3) the court does not grant the public body additional time to comply with the court's order to disclose public records. 5 ILCS 140/11(i) and (j). School officials should seek the board attorney's advice concerning the denial of a record request.

Two State laws limit the disclosure of employee personnel evaluations:

1. The Personnel Record Review Act prohibits the disclosure of performance evaluations. 820 ILCS 40/11.
2. The School Code prohibits the disclosure of public school teacher, principal, and superintendent performance evaluations except as otherwise provided in the certified employee evaluation laws. 105 ILCS 5/24A-7.1.

5 ILCS 140/7(kk) exempts from disclosure "the public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information" that could result in identity theft or fraud of a government entity or a person.

<sup>8</sup> 5 ILCS 140/3(g).

4. The request would require the District to open electronically attached files or hyperlinks to view or access details of a request. In that case, the requester shall be notified within five business days that the entirety of the electronic request must appear within the body of the electronic submission;<sup>9</sup> or
5. The District has a reasonable belief that the request was not submitted by a person, and the requester fails to verify orally or in writing that they are a person within 30 days of the District's request for such verification. <sup>10</sup>

Within five 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.<sup>11</sup> The Freedom of Information Officer may extend the time for a response for up to five business days from the original due date.<sup>12</sup> 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. <sup>13</sup>

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. <sup>14</sup>

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. <sup>15</sup>

#### Fees <sup>16</sup>

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

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<sup>9</sup> 5 ILCS 140/3(c), amended by P.A. 104-438.

<sup>10</sup> 5 ILCS 140/3(j), added by P.A. 104-438.

<sup>11</sup> 5 ILCS 140/3(d). Reasons for extensions are addressed at 5 ILCS 140/3(e). Public bodies must respond to FOIA requests. PAOs 16-05, 16-04, 16-03, and 16-01. Public bodies must also conduct a reasonable search for public records responsive to a FOIA request, which includes searching public employees' communications on personal devices or accounts for records pertaining to the transaction of public business. PAO 16-06.

<sup>12</sup> 5 ILCS 140/3(e).

<sup>13</sup> 5 ILCS 140/3(f). A board may replace the default paragraph with the following alternative:

The Freedom of Information Officer shall respond to record requests according to the time periods described in 5 ILCS 140/3.

<sup>14</sup> The timelines are extended to respond to a: (1) *recurrent requester* (defined in 5 ILCS 140/2(g)); (2) request with a *commercial purpose* (defined in 5 ILCS 140/2(c-10)); and (3) *voluminous request* (defined in 5 ILCS 140/2(h)). To use the extended timelines, a district must follow the requirements in 5 ILCS 140/3.2 for responding to a *recurrent requester*; 5 ILCS 140/3.1 for responding to a request with a *commercial purpose*; and 5 ILCS 140/3.6 for responding to a *voluminous request*. See sample administrative procedure 2:250-API, *Access to and Copying of District Public Records*, for additional information.

<sup>15</sup> 5 ILCS 140/7. Redacting exempt portions is permitted, but not required, except that contractors' employees' addresses, telephone numbers, and social security numbers must be redacted before disclosure. 5 ILCS 140/2.10. Reviewing past responses to FOIA requests will promote uniform treatment of requests for similar records.

<sup>16</sup> 5 ILCS 140/6. The first paragraph's intent is to be efficient and avoid paraphrasing a complex law. See sample administrative procedure 2:250-API, *Access to and Copying of District Public Records*, for a fee schedule identifying the maximum fees permitted.

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.<sup>17</sup>

#### 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.<sup>18</sup>

Many public records are immediately available from the District's website including, but not limited to, the process for requesting a public record.<sup>19</sup> 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

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5 ILCS 140/6(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." (Emphasis added.) 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, 5 ILCS 140/6(b) states that the search and review fee described in 5 ILCS 140/6(f) may be charged *only to someone making a commercial request*. 5 ILCS 140/6(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.

<sup>17</sup> 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. 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.

<sup>18</sup> 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.

<sup>19</sup> 5 ILCS 140/4. A district may reduce FOIA requests by posting records on its website. Many records are required to be web-posted, see sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. If the district does not have a website, replace this paragraph 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.

For a list of required web-postings see sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. Using the district's website is also a convenient way to comply with FOIA's requirement to identify documents that are *immediately available*. 5 ILCS 140/3.5(a). Although not required to be web-posted, a list of all types or categories of records under its control must be prepared and made available. 5 ILCS 140/5; see sample administrative procedure 2:250-AP1, *Access to and Copying of District Public Records*.

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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. <sup>20</sup>

### 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.<sup>21</sup> 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. <sup>22</sup>

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<sup>20</sup> 5 ILCS 140/8.5.

<sup>21</sup> The Local Records Act (50 ILCS 205/3) requires the preservation of records described in items #1-3. The preservation of records described in item #3 is also required by the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and the Ill. School Student Records Act (105 ILCS 10/), among other laws. An example of a record described in item #4 is a record subject to a *litigation hold* or a document preservation requirement pursuant to Federal Rules of Civil Procedure, Rules 16 and 26.

Categorizing email messages is complicated because two laws apply, and the rules differ when a board member is a party. See sample policy 2:140, *Communications To and From the Board*, for a discussion of email between or among board members. When employees or agents are using email for school purposes, the email messages may be *public records*, but will not necessarily be subject to disclosure depending on the topic discussed. FOIA's list of exemptions from disclosure determines whether these emails are subject to disclosure. For exemptions see 5 ILCS 140/7.

Not all email messages between or among employees must be preserved, even if they are *public records* for purposes of FOIA. The definition of *public record* in the Local Records Act (50 ILCS 205/3) is narrower than its definition in FOIA. Thus, staff email, like all district records, must be retained only when it contains material described in #1-4. While this is a slippery slope without definitive parameters, employee email that is conversational or personal, or contains brainstorming may generally be deleted.

The Prevailing Wage Act (820 ILCS 130/5) requires contractors, while participating in public works, to keep certified payroll records of all laborers, mechanics, and other workers employed by them on the project and to submit this record to the Ill. Dept. of Labor (IDOL) through an electronic database. These records are considered public records, except for contractors' employees' addresses, telephone numbers, social security numbers, race, ethnicity, and gender, and they must be made available in accordance with FOIA. **Note:** 820 ILCS 130/5 requires contractors to maintain records of the race, ethnicity, gender, and veteran status of workers on a public works project. FOIA, however, was not similarly amended to require public bodies to redact the workers' race, ethnicity, and gender from certified payroll records before disclosure. See 5 ILCS 140/2.10. The Ill. Atty. Gen. has previously issued at least one non-binding opinion finding that disclosure of a person's gender is not an unwarranted invasion of personal privacy under 5 ILCS 140/7(1)(c). Districts should consult with their board attorneys regarding what categories of information may be properly redacted in response to a FOIA request for certified payroll records.

<sup>22</sup> 50 ILCS 205/. Preservation and destruction of documents is covered in sample administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. See also the Ill. Secretary of State's website for information on preserving and destroying records at:

[www.cyberdriveillinois.com/departments/archives/records\\_management/](http://www.cyberdriveillinois.com/departments/archives/records_management/).

LEGAL REF.: 5 ILCS 140/, Illinois Freedom of Information Act.  
50 ILCS 205/, Local Records Act.  
105 ILCS 5/10-16 and 5/24A-7.1.  
820 ILCS 40/11, Personnel Record Review Act.  
820 ILCS 130/5, Prevailing Wage Act.

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

## School Board

### Uniform Grievance Procedure <sup>1</sup>

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy,<sup>2</sup> or has a complaint regarding any one of the following:<sup>3</sup>

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. <sup>4</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law requires this subject matter be covered by policy and controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion sample policy 2:265, *Title IX Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

A grievance procedure is required by many civil rights acts and implementing regulations, including those listed. For the sake of consistency and ease of administration, this policy consolidates all board grievance procedures, excluding Title IX sexual harassment complaints (see sample policy 2:265, *Title IX Grievance Procedure*) into one policy, except those contained in collective bargaining agreements. See the cross references for the policies referring to this uniform grievance procedure policy.

<sup>2</sup> Including the phrase "guaranteed by the State or federal Constitution, State or federal statute, or Board policy" broadens the scope of this policy beyond the items listed. Consult the board attorney regarding whether to retain this phrase and/or to otherwise limit the scope of this policy.

<sup>3</sup> The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.) is not included in the list of statutes that may serve as the basis of a grievance, and attorneys disagree whether it should be. Many believe that IDEA provides the exclusive remedy; others believe that including IDEA allows parents/guardians an opportunity to get their position before the board. Unique and specific complaint resolution mechanisms are expressly provided under IDEA, Article 14 of the School Code, and their respective implementing regulations. These mechanisms follow: (1) IDEA at 20 U.S.C. §1415 (procedural safeguards-mediation and due process); (2) IDEA regulations at 34 C.F.R. §§300.151-300.153 (state complaints), 300.506 (mediation), and 300.507 et seq. (due process); (3) 105 ILCS 5/14-8.02a (mediation and due process) and 5/14-8.02b (expedited due process); and (4) special education regulations at 23 Ill.Admin.Code §§226.560 (Mediation), 226.570 (State Complaint Procedures), and Subpart G (due process). A board that would like to include IDEA should consult the board attorney.

<sup>4</sup> The Americans with Disabilities Act Amendments Act (ADAAA) (Pub. L. 110-325), made significant changes to the Americans with Disabilities Act's definition of disability by broadening the scope of coverage. The ADAAA also overturned a series of U.S. Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that impairments were a disability. The U.S. Equal Employment Opportunity Commission's (EEOC) regulations, 29 C.F.R. Part 1630, are at: [www.eeoc.gov/eeoc-disability-related-resources/laws-and-regulations-related-disability-discrimination](http://www.eeoc.gov/eeoc-disability-related-resources/laws-and-regulations-related-disability-discrimination).

Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact their districts.

Title II of the ADA of 1990 also includes website accessibility. The *Web Content Accessibility Guidelines* (WCAG) Version 2.1, Level AA is the formal federal legal standard for public accommodation websites, including school districts. The compliance date for districts is 4-24-26 or 4-26-27, depending upon the size of the population where the district is located. 28 C.F.R. §§35.104 and 35.200 et seq. See the U.S. Dept. of Justice's *Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments* (4-8-24), at: <https://www.ada.gov/resources/2024-03-08-web-rule/>. WCAG 2.1 is available at: [www.w3.org/TR/WCAG21](http://www.w3.org/TR/WCAG21). 105 ILCS 5/10-20.75 also requires school districts to ensure their *Internet websites or web services* comply with Level AA of the WCAG 2.1 or any revised version of those guidelines. *Internet website or web service* means "any third party online curriculum that is made available to enrolled students or the public by a school district through the Internet." Id.

2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*, excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*<sup>5</sup>
4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*)<sup>6</sup>
5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act<sup>7</sup>, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of

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<sup>5</sup> See f/n 4's discussion of website accessibility above. See also the discussion in f/n 2 of sample policy 8:70, *Accommodating Individuals with Disabilities*.

<sup>6</sup> 105 ILCS 5/22-95(b)(1)(B), added by P.A. 103-472, requires a district to have an internal process for filing a complaint regarding a violation of its policy (or policies) prohibiting discrimination and harassment on the basis of race, color, national origin, and retaliation. Sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, utilizes this policy as an internal complaint process. See also sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*, which includes additional procedures to be followed when responding to complaints of discrimination and harassment on the basis of race, color, and national origin.

<sup>7</sup> 5 ILCS 430/70-5(a) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment that contains certain prescribed elements. See sample policy 5:20, *Workplace Harassment Prohibited*, at f/n 3 and subhead **Complaints of Sexual Harassment Made Against Board Members by Elected Officials** in sample policy 2:105, *Ethics and Gift Ban*, for further detail. Complaints of sexual harassment made against board members by fellow board members or other elected officials of governmental units must undergo an *independent review*, which is not a term defined in the statute. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20. School districts are also required to create, maintain, and implement an age-appropriate sexual harassment policy. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its f/n 9 for further information.

50 ILCS 205/3c requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was “found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964.” Consult the board attorney about the word *found*. It raises many practical application questions, e.g., when does the word *found* trigger a board's compliance responsibility pursuant to this law. Such questions include, but are not limited to:

1. Must a school board make a *finding* to trigger this requirement? If the severance agreement is entered into post-termination, a record of board *findings* rarely exists.
2. Are charges for termination *findings*? Often superintendents submit charges for termination, but these are not technically *findings*.
3. Are charges based on a complaint manager's report and determination(s) *findings* under the law when a board still has the ability to review and reject the complaint manager's determination(s)?

Next, contrast the above publication law with the Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2). GSPA prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if he or she is fired for *misconduct* by the board. GSPA defines *misconduct* to include sexual harassment and/or discrimination. *Id.* at 415/5.

Consult the board attorney about how to reconcile whether sexual harassment and/or sexual discrimination is misconduct for which a severance would be prohibited under the GSPA, and therefore, not available to be published under 50 ILCS 205/3c. And for further discussion and other applicable transparency laws that apply to this issue, see also f/n 16 in sample policy 5:20, *Workplace Harassment Prohibited*.

- 1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*)<sup>8</sup>
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60<sup>9</sup>
  8. Bullying, 105 ILCS 5/27-23.7<sup>10</sup>
  9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children<sup>11</sup>
  10. Curriculum, instructional materials, and/or programs
  11. Victims' Economic Security and Safety Act, 820 ILCS 180/
  12. Illinois Equal Pay Act of 2003, 820 ILCS 112/
  13. Provision of services to homeless students
  14. Illinois Whistleblower Act, 740 ILCS 174/<sup>12</sup>
  15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.<sup>13</sup>

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<sup>8</sup> Consult the board attorney regarding proper filing and storage of these investigation documents, including whether certain student-related investigation documents are *sole possession records*, a Family Policy Compliance Office (FPCO)-created exemption to the Family Education Rights Privacy Act (FERPA) (20 U.S.C. §1232g). See *Letter to Ruscio*, 115 LRP 18601 (FPCO 12-17-14).

<sup>9</sup> 105 ILCS 5/10-20.60 requires schools to implement the Ill. sex equity grievance procedures when processing student complaints about breastfeeding accommodations. Complainants must be informed that the board's decision may be appealed to the Regional Superintendent (or appropriate Intermediate Service Center Executive Director) and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. **Note:** Certain claims brought under 105 ILCS 5/10-20.60 may also be covered by the anti-discrimination protections of Title IX; consult the board attorney for further advice. Guidance from U.S. Dept. of Education on Title IX requirements for pregnant and parenting students (June 2013) is available at: [www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html](http://www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html).

<sup>10</sup> All districts must have a policy on bullying. 105 ILCS 5/22-110, renumbered by P.A. 104-391. See sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The inclusion of *bullying* in the list of topics that may serve as the basis of a grievance furthers the obligation to communicate this policy to students and their parents/guardians.

<sup>11</sup> Parents/guardians of educationally disadvantaged children may sue a district for misuse of funds allocated by State law for the benefit of such children. *Noyola v. Bd. of Educ.*, 179 Ill.2d 121 (Ill. 1997) (affirming the appellate court's conclusion in *Noyola v. Bd. of Educ.*, 284 Ill.App.3d 128 (1st Dist. 1996) that parents/guardians may pursue a claim to enforce the requirements of the School Code but holding that the proper action for enforcement is by means of mandamus not an implied right of action).

<sup>12</sup> The Whistleblower Act (740 ILCS 174/), amended by P.A. 103-867, includes school districts in the definition of employer. It protects employees from employer retaliation for disclosing information to a government or law enforcement agency. 740 ILCS 174/15, amended by P.A.s 103-867 and 104-440, contains language prohibiting employers from retaliating against employees who disclose information in a court, an administrative hearing, or in any other proceeding initiated by a public body where the employee has a good faith belief that an activity, policy, or practice of the employer: (1) violates a State or federal law, rule, or regulation; or (2) poses a substantial and specific danger to employees, public health, or safety. The Ill. False Claims Act (740 ILCS 175/) includes school districts in its definition of *State*. A strict interpretation of this language appears to allow school boards to collect civil penalties and costs against someone making a false claim. Before disciplining any employee, boards should thoroughly investigate the ramifications of these acts in consultation with their attorney and liability insurance carriers.

<sup>13</sup> The Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.) is a federal law. Title I addresses the use of genetic information pertaining to health insurance. Title II protects job applicants, current and former employees, labor union members, and apprentices and trainees from discrimination based on their genetic information. GINA covers employers with 15 or more employees.

## 16. Employee Credit Privacy Act, 820 ILCS 70/ <sup>14</sup>

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parent(s)/guardian(s)); this includes mediation.

### Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable<sup>15</sup> resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

### Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

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GINA broadly defines genetic information to include information about an individual's genetic tests, their family members, and, among other things, the manifestation of a disease or disorder in the individual or the individual's family members. Information about an individual's or family member's age or gender is excluded from genetic information. Its remedies mirror those available under a Title VII of the Civil Rights Act claim: back pay, reinstatement, attorneys' fees and compensatory and punitive damages. Retaliation against an individual who brings a claim under GINA is also prohibited. Federal regulations are available at 29 C.F.R. Part 1635, and background information on these regulations is available at: [www.eeoc.gov/genetic-information-discrimination](http://www.eeoc.gov/genetic-information-discrimination). An FAQ entitled *FAQs on the Genetic Information Nondiscrimination Act* is available at: [www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina](http://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina).

The Ill. Genetic Information Protection Act (GIPA) (410 ILCS 513/) also prohibits employers from making employment decisions on the basis of any employee's genetic testing information and from penalizing employees who do not want to disclose their genetic information as part of a workplace wellness program. GIPA includes the federal GINA's definition of genetic information and creates more stringent obligations on Ill. employers. While the federal GINA exempts small employers (those with less than 15 employees), Illinois' GIPA covers all employers, even those with one employee. GIPA also provides penalties for negligent and intentional mishandling of genetic information. Note that Title II of GINA does not preempt GIPA's greater protections to Illinois employees.

Before using any sort of genetic information, consult the board attorney for guidance regarding GINA's and GIPA's specific applications to the district and how these laws integrate with other related federal laws, such as the Family and Medical Leave Act (29 U.S.C. §2612 *et seq.*) and the ADA, and State laws governing time off for sickness and workers' compensation.

<sup>14</sup> 820 ILCS 70/. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, when the position's duties include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more. 820 ILCS 70/10(b). A person who is injured by a violation of this Act may bring a civil action to obtain injunctive relief and/or damages. 820 ILCS 70/25. The court must award costs and reasonable attorneys' fees to a prevailing plaintiff. *Id.*

<sup>15</sup> The phrase "prompt and equitable resolution" comes from Title IX implementing regulation 34 C.F.R. §106.8(c) which requires schools to "adopt and publish grievance procedures that provide for the prompt and equitable resolution of student and employee complaints" of sex discrimination.

### Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender.<sup>16</sup> The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint under Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

For any complaint alleging sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), the Title IX Coordinator or designee<sup>17</sup> shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, in addition to any response required by this policy.

For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,<sup>18</sup> should be initiated.

### Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf.<sup>19</sup> The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

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<sup>16</sup> These are best practices to reduce barriers to filing a complaint.

<sup>17</sup> "Title IX Coordinator or designee" is used where Title IX is implicated. In contrast, if Title IX is not implicated, "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see the last paragraph under the **Filing a Complaint** subhead).

<sup>18</sup> See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

<sup>19</sup> This sample policy gives complaint managers the flexibility to appoint another individual to conduct an investigation, which may be appropriate in cases where the neutrality or efficacy of the complaint manager is an issue, and/or where the district wishes to have the expertise and related attorney-client and work product privileges that an in-house or outside attorney may afford an investigation. Such alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals).

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time from the Superintendent.

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

### Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall provide his or her written decision to the Complainant and the accused<sup>20</sup> as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.<sup>21</sup>

Within 10 school business days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Superintendent's decision, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within five school business days after the Board's decision, the Superintendent shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall provide its written decision to the Complainant and the accused,<sup>22</sup> as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.<sup>23</sup>

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<sup>20</sup> Using a consistent delivery method that allows the district to verify the date of receipt is a best practice, e.g., registered mail, return receipt requested, and/or personal delivery.

<sup>21</sup> *Preponderance of evidence* is a standard of proof used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary, 11th ed. 2019*.

<sup>22</sup> See f/n 20, above.

<sup>23</sup> The Ill. sex equity regulations require districts to have "specific timelines for completion of each step and rendering of a written decision, and shall provide for final appeal of grievance decisions made at the system level to the system's governing board." 23 Ill.Admin.Code §200.40(c)(1). To avoid arguments over these timelines, this sample policy provides that the failure to strictly follow the timelines does not prejudice any party. The grievance procedure is worthless if complaints are not thoroughly and promptly investigated.

#### Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers <sup>24</sup>

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others.

The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. <sup>25</sup>

The Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, each of a different gender. The District's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator, Title IX Coordinator, and the Complaint Managers. <sup>26</sup>

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<sup>24</sup> While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.

<sup>25</sup> Title IX regulations require districts to designate and authorize an employee to coordinate efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. *Id.* If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations.

A district must prominently display its Title IX nondiscrimination policies (this policy 2:260, *Uniform Grievance Procedure*, and policy 2:265, *Title IX Grievance Procedure*) and contact information for its Title IX Coordinator on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

<sup>26</sup> The board may include the following option to address publication of such contact information:

"The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers on an annual basis."

Publicizing the contact information for the Nondiscrimination Coordinator and Complaint Managers through personnel handbooks, student handbooks, and/or on the district's website is a best practice. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: [www.ilprincipals.org/msh/](http://www.ilprincipals.org/msh/).

**Nondiscrimination Coordinator:**

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Name

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Address

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Email

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Telephone

**Title IX Coordinator:**

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Name

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Address

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Email

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Telephone

**Complaint Managers:**

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Name

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Address

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Email

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Telephone

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Name

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Address

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Email

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Telephone

LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.  
 20 U.S.C. §1232g, Family Education Rights Privacy Act.  
 20 U.S.C. §1400, The Individuals with Disabilities Education Act.  
 20 U.S.C. §1681 et seq., Title IX of the Education Amendments; 34 C.F.R. Part 106.  
 29 U.S.C. §206(d), Equal Pay Act.  
 29 U.S.C. §621 et seq., Age Discrimination in Employment Act.  
 29 U.S.C. §791 et seq., Rehabilitation Act of 1973.  
 29 U.S.C. §2612, Family and Medical Leave Act.  
 42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.  
 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964.  
 42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.  
 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.  
 42 U.S.C. §12101 et seq., Americans With Disabilities Act; 28 C.F.R. Part 35.  
 105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69,  
 5/10-20.75, 5/10-22.5, 5/22-19, 5/22-95, 5/22-110, 5/24-4, and 5/27-1.  
 105 ILCS 45/, Education for Homeless Children Act.  
 5 ILCS 415/10(a)(2), Government Severance Pay Act.  
 5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.  
 410 ILCS 513/, Ill. Genetic Information Privacy Act.  
 740 ILCS 174/, Whistleblower Act.  
 740 ILCS 175/, Ill. False Claims Act.  
 775 ILCS 5/, Ill. Human Rights Act.  
 820 ILCS 70/, Employee Credit Privacy Act.  
 820 ILCS 112/, Equal Pay Act of 2003.  
 820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part  
 280.  
 23 Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270  
 (Discrimination and Harassment on the Basis of Race, Color, and National Origin  
 Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment),  
 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90  
 (Abused and Neglected Child Reporting), 6:120 (Education of Children with  
 Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs),  
 6:260 (Complaints About Curriculum, Instructional Materials, and Programs),  
 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights),  
 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to  
 Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence  
 Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315  
 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals  
 with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and  
 Concerns)

## Operational Services

### Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors <sup>1</sup>

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of:<sup>2</sup> (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between District employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children,<sup>3</sup> and define prohibited grooming behaviors,<sup>4</sup> the Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Educate students with:

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<sup>1</sup> Required by *Erin's Law*, 105 ILCS 5/10-23.13. Also infused into this policy are concepts from *Faith's Law*, 105 ILCS 5/22-85.5, which provides helpful guidance for districts to implement *Erin's Law* due to its vagueness. See f/n's 1 and 14 in sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, for further information regarding *Faith's Law*.

Two additional statutes address a district's responsibility to provide age-appropriate sexual abuse and assault awareness and prevention education programs:

1. 105 ILCS 27/215, renumbered by P.A. 104-391, Critical Health Problems and Comprehensive Health Education Act (requires districts to establish a Comprehensive Health Education Program that includes age-appropriate sexual abuse and assault awareness and prevention education in grades pre-K through 12) (see sample policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP1, *Comprehensive Health Education Program*);
2. 105 ILCS 5/27-1015(b), renumbered by P.A. 104-391 (requires comprehensive personal health and safety and comprehensive sexual health education a/k/a National Sex Education Standards (NSES) to: (a) be age and developmentally appropriate, medically accurate, complete, culturally appropriate, inclusive, and trauma informed, (b) replicate evidence-based or evidence-informed programs or substantially incorporate elements of evidence-based programs or evidence-informed programs or characteristics of effective programs, (c) provide information about local resources where students can obtain additional information and confidential services related to sexual violence (including sexual abuse and assault), and (d) provide information about State laws related to mandated reporting of child abuse and neglect, and school policies addressing the prevention of and response to sexual violence) (see sample policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*); and

See sample administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, at f/n 2, for information regarding the repeal of 105 ILCS 5/27-13.2, which formerly required districts to give parents/guardians of students in grades K-8 prior written notice of sexual abuse prevention instruction and the opportunity to opt their children out of such instruction upon written objection.

<sup>2</sup> 105 ILCS 5/10-23.13 at (b)(1).

<sup>3</sup> *Id.* at (b).

<sup>4</sup> *Id.* at (b).

- a. An age-appropriate and evidence-informed health and safety education<sup>5</sup> curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities,<sup>6</sup> through Board policy 6:60, *Curriculum Content*;<sup>7</sup>
  - b. Information in Board policy 7:250, *Student Support Services*, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse,<sup>8</sup> and (ii) community-based Children’s Advocacy Centers and sexual assault crisis centers and how to access those serving the District.<sup>9</sup>
2. Train District employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include: <sup>10</sup>
  - a. A definition of prohibited grooming behaviors and employee-student boundary violations pursuant to Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;
  - b. Evidence-informed<sup>11</sup> content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; and
  - c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
3. Provide information to parents/guardians in student handbooks about the warning signs<sup>12</sup> of child sexual abuse, grooming behaviors, and employee-student boundary violations with evidence-informed educational information that also includes: <sup>13</sup>

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<sup>5</sup> *Id.* at (b)(1).

<sup>6</sup> *Id.* at (b)(4).

<sup>7</sup> 105 ILCS 5/10-23.13(b). See policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, for information on school board choices related to health and safety education, including sex education.

<sup>8</sup> *Id.* at (b)(2) and (3).

<sup>9</sup> *Id.* at (b)(5). See policy 5:90, *Abused and Neglected Child Reporting*, and administrative procedure 5:90-AP1, *Coordination with Children’s Advocacy Center*, for more information on Children’s Advocacy Centers.

<sup>10</sup> Citations for each letter:

- a. 105 ILCS 5/10-23.13(b).
- b. *Id.* at (b), (b)(1.5), and (c).
- c. *Id.* at (b) and (b)(1.5).

<sup>11</sup> Two Illinois laws address “evidence-informed.” *Evidence-informed* per *Erin’s Law* means modalities that were created utilizing components of evidence-based treatments or curriculums. 105 ILCS 5/10-23.13(a). Contrast with NSES at 105 ILCS 5/27-1015(a), renumbered by P.A. 104-391, which defines an *evidence-informed program* as “a program that uses the best available research and practice knowledge to guide program design and implementation.”

<sup>12</sup> 105 ILCS 5/10-23.13(b) and (b)(1); warning signs and *likely* warning signs are mentioned twice in the law. This policy uses likely in the purpose introduction. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH), at <https://ilprincipals.org/msh/>.

<sup>13</sup> This information is listed in sample exhibit 7:190-E2, *Student Handbook Checklist*. Citations for each letter:

- a. 105 ILCS 5/10-23.13(b) and (b)(1).
- b. *Id.* at (b)(4) and (5).
- c. *Id.* at (b).

- a. Assistance, referral, or resource information, including how to recognize grooming behaviors,<sup>14</sup> appropriate relationships between District employees and students based upon Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,<sup>15</sup> and how to prevent child sexual abuse from happening;
- b. Methods for how to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations to authorities; and
- c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to Board policy 7:250, *Student Support Services*.

LEGAL REF.: 105 ILCS 5/10-23.13, 5/22-85.5, and 5/27-1015.  
 105 ILCS 5/27-215, Critical Health Problems and Comprehensive Health Education Act.  
 325 ILCS 5/, Abused and Neglected Child Reporting Act.  
 720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

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<sup>14</sup> Providing information to parents/guardians about how to recognize grooming behaviors is not in *Erin's Law*; it only addresses informing parents/guardians about the methods for increasing their awareness and knowledge of grooming behaviors. 105 ILCS 5/10-23.13(b)(1). This policy requires the district to provide information to parents/guardians about how to recognize grooming behaviors to: (1) effect the purpose of *Erin's Law*, (2) align with the intent of the statutes cited in f/n 1, above (educating all students to recognize and avoid sexual abuse and assault), and (3) align with the notification requirements in 105 ILCS 5/27-13.2 (parents/guardians of K-8 students prior to commencing instruction in recognizing and avoiding sexual abuse (see f/n 15, below)).

<sup>15</sup> 105 ILCS 5/22-85.5(e) requires the employee code of professional conduct policy be included in any staff, student or parent/guardian handbook provided by the district. See sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and sample exhibit 7:190-E2, *Student Handbook Checklist*.

## General Personnel

### Hiring Process and Criteria <sup>1</sup>

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School Board policy on equal employment opportunity and minority recruitment.<sup>2</sup> The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board.<sup>3</sup> If the Superintendent's recommendation is rejected, the Superintendent must submit another.<sup>4</sup> No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).<sup>5</sup>

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<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which impact bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

<sup>2</sup> See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Districts may not classify a job as either a *male* or *female* job. 29 C.F.R. §1604.5, 34 C.F.R. §106.55.

105 ILCS 5/22-96, added by P.A. 103-46 and renumbered by P.A. 103-564, requires school districts, when hiring or assigning educators for physical education, music, or visual arts, to prioritize the hiring or assigning of educators who hold an educator license and endorsement in those areas.

<sup>3</sup> Boards must consider the superintendent's recommendations concerning, among other things, "the selection, retention, and dismissal of employees." 105 ILCS 5/10-16.7. The board may want to use this alternative sentence:

All personnel decisions are made by the Board, but only on the recommendation of the Superintendent.

A board that fills a "new or vacant teaching position" must select a candidate based on: (1) certifications, (2) qualifications, (3) merit and ability (including performance evaluation, if available), and (4) relevant experience, provided that the length of continuing service with the district must not be considered a factor, unless all other factors are determined by the school district to be equal. 105 ILCS 5/24-1.5. The statute does not define "new or vacant teaching positions." The requirement does not apply to filling vacant positions under 105 ILCS 5/24-12 (reduction in force and recall). Consult the board attorney about these issues.

The Equal Pay Act of 2003, 820 ILCS 112/10(b-25), added by P.A. 103-539, makes it unlawful for employers with 15 or more employees to fail to include the "pay scale and benefits" for a position in any specific job posting. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of benefits and other compensation. *Id.* at 112/5, amended by P.A. 103-539. To satisfy the posting requirement, an employer can include a hyperlink to a public webpage that includes the pay scale and benefit information. *Id.* at 112/10(b-25), added by P.A. 103-539. If an employer uses a third party to post its job postings, then the employer must provide the pay scale and benefits or a hyperlink containing the information to the third party. *Id.* The Act also requires employers to inform current employees of promotion opportunities within 14 calendar days after the employer posts externally for the position. *Id.* Employers are not prohibited from asking applicants about their wage or salary expectations for a position. *Id.*

<sup>4</sup> An additional optional sentence follows:

The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval.

<sup>5</sup> 775 ILCS 5/2-103.1 prohibits employers from using conviction records as a basis to refuse to hire or to take any adverse action against an applicant or employee unless: (1) otherwise authorized by law; (2) there is a *substantial relationship* between the criminal offense and the employment sought; or (3) granting the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. For the disqualifying offenses listed in 105 ILCS 5/21B-80, a district does not have to show a substantial relationship between the offense and the position or that hiring or continuing to employ the person would involve an unreasonable risk. However, the Ill. Dept. of Human Rights (IDHR) interprets the Ill. Human Rights Act (IHRA) to still require the employer to notify the applicant of the disqualification pursuant to law and to afford the applicant at least five business days to respond in case the applicant wants to dispute the accuracy of the conviction record. *Id.* at 5/2-103.1(C). See IDHR's *Conviction Record Protection – Frequently Asked Questions* (March 2021), at:

All applicants must complete a District application in order to be considered for employment. <sup>6</sup>

### Job Descriptions

The Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration. <sup>7</sup>

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<https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html>.

Attorneys have different opinions as to whether the IHRA requires the *interactive assessment* outlined in 775 ILCS 5/2-103.1(c), which includes preliminary and final notices, when a disqualifying offense listed in 105 ILCS 5/21B-80 is found in a conviction record; **consult the board attorney for guidance on this issue**. See sample administrative procedure 5:30-AP2, *Investigations*, and its footnotes for more detail regarding the IHRA notice provisions and the need for districts to also comply with the seven-day notification requirement in the Ill. Uniform Conviction Information Act, 20 ILCS 2635/7. **Note:** The protections of 775 ILCS 5/2-103.1 do not cover *unpaid interns*, which may include student teachers in the K-12 context. The definition of *employee* in the IHRA only extends to include unpaid interns for civil rights violations involving sexual harassment. 775 ILCS 5/2-101(A)(1)(c) and 5/2-102(D).

105 ILCS 5/10-21.9(c); 105 ILCS 5/21B-80, allows individuals with criminal histories involving certain drug convictions to apply for or to reinstate their educator licenses seven years after their sentence for the criminal offense is completed. Consult the board attorney about whether the board wants to continue prohibiting employment for any individual who has a criminal history involving these exempted drug offenses.

For more discussion regarding criminal history records checks and screenings required by 105 ILCS 5/10-21.9, see f/n 5 and 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*.

<sup>6</sup> Any person who applies for employment as a teacher, principal, superintendent, or other certificated employee who willfully makes a false statement on his or her application for employment, material to his or her qualifications for employment, which he or she does not believe to be true, is guilty of a Class A misdemeanor. 105 ILCS 5/22-6.5. District employment applications must contain a statement to this effect. *Id.* Each employment application for these positions must state the following (*Id.*):

Failure to provide requested employment or employer history which is material to the applicant's qualifications for employment or the provision of statements which the applicant does not believe to be true may be a Class A misdemeanor.

Many districts ask applicants about disqualifying criminal convictions on their employment applications or at another point before a job offer is made. State law does not expressly prohibit this practice; however, guidance issued by IDHR regarding implementation of 775 ILCS 5/1-103(G-5) and 5/2-103.1 states "[u]nless authorized by law, an employer is prohibited from inquiring about an applicant's conviction record prior to making a job offer to the applicant." See *Conviction Record Protection – Frequently Asked Questions* guidance issued by IDHR (March 2021), at:

<https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html>.

While the School Code and Job Opportunities for Qualified Applicant Act do not prohibit districts from asking about disqualifying convictions before a job offer is made, it is unclear whether they affirmatively *authorize* such inquiries. The IDHR's guidance does not carry the force of law, but it may impact its handling of a discrimination charge based on a conviction record. It is also unclear if an applicant's mere disclosure of a disqualifying conviction on an application, absent results of a fingerprint-based criminal history records check, Ill. Sex Offender Registry check, or Violent Offender Against Youth Registry check, triggers the district's obligation to provide notice to the applicant under 775 ILCS 5/2-103.1(C); see also f/n 5, above. Consult the board attorney for advice on these issues and how they may affect application processes.

Any employer that asks applicants to record video interviews and uses an artificial intelligence (AI) analysis of the applicant-submitted videos must comply with the Artificial Intelligence Video Interview Act, 820 ILCS 42/. Employers should also be careful that use of AI, software, and algorithms to assess applicants does not violate the Americans with Disabilities Act (ADA) (42 U.S.C. §12101 *et seq.*) or the Ill. Human Rights Act (IHRA), 775 ILCS 5/2-101(N) and (O), added by P.A.s 103-804 and 104-417. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, and its f/n 2 for discussion of the IHRA requirements regarding use of artificial intelligence in the hiring process. See the U.S. Department of Justice guidance document, *Algorithms, Artificial Intelligence, and Disability Discrimination in Hiring*, at: [www.ada.gov/assets/pdfs/ai-guidance.pdf](http://www.ada.gov/assets/pdfs/ai-guidance.pdf). Given the rapidly changing technologies in this area, please consult the board attorney.

<sup>7</sup> 105 ILCS 5/10-16.7. The foundation for a productive employment relationship begins with adherence to written board policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent**, at:

The Superintendent shall develop and maintain a current comprehensive job description for each position or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.<sup>8</sup>

### Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law.<sup>9</sup> When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed.<sup>10</sup> The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database.<sup>11</sup> The School Code requires the Board President to keep a conviction

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

See also sample exhibit 3:40-E, *Checklist for the Superintendent Employment Contract Negotiation Process*, for best practice discussions about establishing the board-superintendent employment relationship and contract.

<sup>8</sup> Job descriptions will become the basis for categorizing a teacher into one or more positions that the teacher is qualified to hold for reduction in force (RIF) dismissal and recall purposes. 105 ILCS 5/24-12(b). A board should consult with its attorney to review its current list of job descriptions and discuss the district's specific responsibilities.

A job description is evidence of a position's essential functions. 29 C.F.R. §1630.2(n). The ADA protects individuals who have a disability and are qualified, with reasonable accommodation, to perform the *essential functions* of the job. 42 U.S.C. §12101 *et seq.*, amended by the ADA Amendments Act (ADAAA), Pub. L. 110-325. Determining which functions are essential may be critical to determining if an individual with a disability is qualified. An individual is qualified to perform a job even though he or she is unable, due to a disability, to perform tasks which are incidental to the job. Only when an individual is unable to perform the *essential functions* of a job may a district deny the individual employment opportunities. 29 C.F.R. §1630.2(m). For a definition of *essential functions* see *Id.* at 1630.2(n). Whether a particular function is essential is a factual determination.

**Important:** The ADAAA made significant changes to the ADA's definition of disability that broadened the scope of coverage and overturned a series of U.S. Supreme Court decisions that made it difficult to prove that an impairment was a qualifying disability. There is information about the regulations and a link to them at: [www.eeoc.gov/laws/guidance/fact-sheet-eeocs-final-regulations-implementing-adaaa](http://www.eeoc.gov/laws/guidance/fact-sheet-eeocs-final-regulations-implementing-adaaa). Consult the board attorney regarding how these amendments impact the district's hiring processes.

<sup>9</sup> The policy's requirements on criminal records checks for applicants for employment are mandated by 105 ILCS 5/10-21.9. See sample administrative procedure 5:30-AP2, *Investigations*, for the process, timing, and positions requiring criminal background investigation and what steps a district must take if it wants to disqualify an applicant based on a conviction record. The Statewide Sex Offender Database (a/k/a Sex Offender Registry) is available at: <https://sor.isp.illinois.gov/sorpublic/>. The Statewide Murderer and Violent Offender Against Youth Database is available at: <https://sor.isp.illinois.gov/sorpublic/>. For more discussion regarding criminal history records checks and screenings required by 105 ILCS 5/10-21.9, see f/n 5 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*. See sample policy 4:60, *Purchases and Contracts*, for requirements concerning (1) criminal background checks of employees of contractors who have *direct, daily contact* with students and (2) sexual misconduct related employment history reviews (EHRs) of employees of contractors who have *direct contact with children or students*.

<sup>10</sup> *Id.* If a board wants to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9 and the EHR required by 105 ILCS 5/22-94, including the federal *Rap Back Service* (20 ILCS 2630/3.3) and/or checks through consumer reporting agencies regulated by the Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*), consult the board attorney. For more detailed information, see the laws listed in sample exhibit 3:40-E, *Checklist for the Superintendent Employment Contract Negotiation Process*, under the checklist item entitled **Conditions of Employment**, in the **Other Background Check Laws** row.

<sup>11</sup> 105 ILCS 5/10-21.9(b) and 105 ILCS 5/21B-10. The School Code requires the board president to keep a conviction record confidential. It is impossible to know whether a fingerprint-based criminal history records check and a check of the Statewide Sex Offender and Violent Offender Against Youth Databases on a successful superintendent candidate will come back with a conviction record.

record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law.<sup>12</sup> The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.<sup>13</sup>

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80<sup>14</sup> or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction

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Therefore, in accordance with best practice (ensuring compliance and aligning with good governance principles), this policy does not assign a designee for the board president to complete this task. However, to balance the requirement to keep conviction records confidential with the practical implementation of ensuring a fingerprint-based criminal history records check and a check of the Statewide Sex Offender and Violent Offender Against Youth Databases are performed on each successful superintendent applicant, a board president may want to designate the duty to order these checks to the individuals otherwise listed in 105 ILCS 5/10-21.9(b). Those individuals include the board president, the superintendent or designee, regional superintendent (if the check was requested by the district), state superintendent of education, state Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for clarification purposes, the Ill. State Police and/or Statewide Sex Offender Registry.

<sup>12</sup> *Id.* at 5/10-21.9(b) and 105 ILCS 5/21B-85, amended by P.A. 103-51. The School Code continues to define the board president's role in conducting criminal background investigations and receiving the results of these investigations, including the results for employees of district contractors. 105 ILCS 5/10-21.9. Many districts delegate this task in the hiring process to a human resources department.

105 ILCS 5/21B-85, amended by P.A. 103-51, requires a board to provide prompt written notice to the board of trustees of the Teachers' Retirement System of the State of Illinois (TRS) when it learns that any teacher has been convicted of a felony offense (which provides for a sentence of death or imprisonment for one year or more). The notice to TRS is limited to (1) the name of the license holder, (2) fact of conviction, (3) name and location of the court in which the conviction occurred, and (4) the assigned case number from the court. *Id.*

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director."

For more discussion regarding responses to results obtained by criminal history records checks and screenings as required by 105 ILCS 5/10-21.9(e), see f/n 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*.

<sup>13</sup> Immigration Reform and Control Act, 8 U.S.C. §1324a *et seq.* Consult with the board attorney regarding the district's rights and responsibilities under Illinois law if the district uses any electronic employment verification system, including *E-Verify*. 820 ILCS 55/. The Right to Privacy in the Workplace Act (RPWA) at 820 ILCS 55/14, added by P.A. 104-455, prohibits employers from taking adverse action against an employee based only on the receipt of a notice of discrepancy (a *no-match letter*) between an employee's individual taxpayer identification number or other identifying documents from a federal agency or outside vendor not responsible for immigration law enforcement, such as the Social Security Administration, Internal Revenue Service, or an insurance company. The RPWA also requires employers to provide notice to the employee upon receipt of a no-match letter. *Id.*, at 55/15-55/17 added by P.A. 104-455. Employers are subject to civil, monetary penalties for violations of the RPWA. *Id.* However, a safe harbor from penalties for employers and prospective employers is available for violations made in good faith while relying on guidance issued by the Ill. Dept. of Labor or the federal Dept. of Homeland Security, or if a bona fide administrative error occurs that does not affect an employee or prospective employee's employment or pay. *Id.*, at 55/25, added by P.A. 104-455. See also <https://labor.illinois.gov/laws-rules/conmed/privacy-workplace.html>.

<sup>14</sup> See f/n 5, above.

for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment. <sup>15</sup>

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following: <sup>16</sup>

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position. <sup>17</sup>
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria. <sup>18</sup>
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation. <sup>19</sup>
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment. <sup>20</sup>
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation. <sup>21</sup>

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<sup>15</sup> 105 ILCS 5/10-21.9(c) and (g). See f/n 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, for further discussion.

<sup>16</sup> As an alternative to describing the prohibited investigations, a board may substitute this sentence:

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law, including without limitation, investigation into or inquiry concerning: (1) credit history or report unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; (2) claim(s) made or benefit(s) received under Workers' Compensation Act; and (3) access to an employee's or applicant's social networking website, including a request for passwords to such sites.

The default policy provision and the alternative stated above – whichever is selected – may be made a prohibition rather than a duty of the superintendent; to do this, delete the stricken text as follows: “~~The Superintendent shall ensure that the District does not engage~~”

<sup>17</sup> Employee Credit Privacy Act, 820 ILCS 70/10. This Act allows inquiries into an applicant's credit history or credit report or ordering or obtaining an applicant's credit report from a consumer reporting agency when a satisfactory credit history is an *established bona fide occupational requirement* of a particular position. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more.

<sup>18</sup> 820 ILCS 112/10(b-5). If an employer violates this subsection, the employee may recover in a civil action any damages incurred, special damages up to \$10,000, injunctive relief, and costs and reasonable attorney's fees. 820 ILCS 112/30(a-5).

<sup>19</sup> *Id.* at 112/10(b-5).

<sup>20</sup> *Id.*

<sup>21</sup> 820 ILCS 112/10(b-10). **Note:** Attorneys caution that using the exceptions in 820 ILCS 112/10(b-10)(1) and (2) may trigger litigation. Violating this subsection entitles an employee to recover in a civil action any damages incurred, special damages up to \$10,000, injunctive relief, and costs and reasonable attorney's fees. 820 ILCS 112/30(a-5).

A school board that wishes to preserve these exceptions should consult its board attorney; then they may supplement number 5 by adding the following after “compensation”:

unless the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer.

6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act. <sup>22</sup>
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts. <sup>23</sup>
8. The District provides equal employment opportunities to all persons. See Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

#### Sexual Misconduct Related Employment History Review (EHR) <sup>24</sup>

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

#### Physical Examinations <sup>25</sup>

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician

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<sup>22</sup> Right to Privacy in the Workplace Act, 820 ILCS 55/10(a).

<sup>23</sup> *Id.* at 55/10(b) (commonly known as the *Facebook Password Law*). A *personal online account* is defined as an online account used primarily by a person for personal purposes. *Personal online account* does not include an account created, maintained, used, or accessed for the business purpose of a person's employer or prospective employer. *Id.* at 55/10(b)(6). Bracketed explanations follow the statutory language in 820 ILCS 55/10(b)(5):

"Nothing in this subsection shall prohibit or restrict an employer from complying with a duty to screen employees or applicants prior to hiring...provided that the password, account information, or access sought by the employer only relates to an online account that:

(A) an employer supplies or pays; or

(B) an employee creates or maintains on behalf of under the direction of an employer in connection with that employee's employment."

[Based on this explanation, it is implausible that an applicant would have an account, service, or profile for business purposes of a school employer.]

The statute specifically permits an employer to: (1) maintain workplace policies governing the use of the employer's electronic equipment, including policies regarding Internet use, social networking site use, and electronic mail use; and (2) monitor usage of the employer's (district's) electronic equipment and electronic mail. The statute also states that it does *not prohibit* an employer from obtaining information about an applicant or an employee that is in the public domain or that is otherwise obtained in compliance with the statute. Finally, the statute does not apply to all types of personal technology that employees may use to communicate with students or other individuals, such as text messages on a personal phone. Consult the board attorney about these issues.

<sup>24</sup> 105 ILCS 5/22-94, amended by P.A. 104-417. See sample administrative procedure 5:30-AP3, *Sexual Misconduct Related Employment History Review (EHR)*, for the process, timing, and positions requiring an EHR. See sample policy 4:60, *Purchases and Contracts*, and sample administrative procedure 4:60-AP4, *Sexual Misconduct Related Employment History Review (EHR) of Contractor Employees*, for EHR requirements for employees of contractors who have *direct contact with children or students*.

<sup>25</sup> 105 ILCS 5/24-5. According to this statute, a new or existing employee or substitute teacher employee may be subject to additional health examinations, including tuberculosis screening, as required by rules adopted by the Ill. Dept. of Public Health (IDPH) or by order of a local public health official. The IDPH does not require school employees to be screened for tuberculosis other than workers in child day care and preschool settings. 77 Ill.Admin.Code §696.140(a)(3).

The last sentence of the first paragraph exceeds State law requirements and may be deleted.

Note that while examination by a spiritual leader/practitioner is sufficient for purposes of leaves, the statute does not permit an examination by a spiritual leader/practitioner for initial employment exams. This difference may present a constitutional issue; contact the board attorney for an opinion if an applicant wants to use an examination by a spiritual leader/practitioner.

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

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity.<sup>26</sup> The Board will pay the expenses of such examination. <sup>27</sup>

#### Orientation Program

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in Board policy 5:90, *Abused and Neglected Child Reporting*.

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Federal law limits pre-employment medical inquiries to whether the applicant is able to perform job-related functions; required medical examinations of applicants is forbidden. ADA, 42 U.S.C. §12112(d)(2); see also f/n 8 for an explanation regarding the ADAAA. Districts may condition an employment offer on taking and passing medical inquiries or physical exams, provided that all entering employees in the same classification receive the same conditional offer.

<sup>26</sup> The State law (105 ILCS 5/24-5) allowing boards to require physicals of current employees "from time to time," is superseded by the ADA. 42 U.S.C. §12112(d)(4). 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. *Id.* Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r). See f/n 8 for an explanation regarding the ADAAA.

See f/n 25 for a discussion of examinations by spiritual leaders/practitioners.

<sup>27</sup> Consult the board attorney if a staff member requests more than one physical examination to obtain a second opinion.

- LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.  
15 U.S.C. §1681 et seq., Fair Credit Reporting Act.  
42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.  
105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b,  
5/21B-10, 5/21B-80, 5/21B-85, 5/22-6.5, 5/22-94, and 5/24-5.  
20 ILCS 2630/3.3, Criminal Identification Act.  
820 ILCS 55/, Right to Privacy in the Workplace Act.  
820 ILCS 70/, Employee Credit Privacy Act.  
820 ILCS 112/, Equal Pay Act of 2003.  
Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985),  
aff'd in part and remanded 115 Ill.2d 482 (Ill. 1987).  
Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).  
Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).
- CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than  
the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex  
Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and  
Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease),  
5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of  
Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and  
Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and  
Qualifications)

## General Personnel

### Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition <sup>1</sup>

All District workplaces are drug- and alcohol-free workplaces. <sup>2</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. The Right to Privacy in the Workplace Act (RPWA) allows employers to regulate employees' use of lawful products that impair an employee's ability to perform his or her assigned duties. 820 ILCS 55/5(b). The Cannabis Regulation and Tax Act (CRTA), 410 ILCS 705/10-35(a)(8), allows penalties issued by employers of law enforcement officers for consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off duty to be collectively bargained; districts that employ school resource officers should consult their board attorneys about this provision of the CRTA.

The federal Drug-Free Workplace Act applies only to the specific programs receiving federal funds. 41 U.S.C. §8101 *et seq.* For ease of administration, this policy makes its requirements applicable to all employees to avoid confusion during implementation and to avoid complications when obtaining and maintaining federal funds. The CRTA, 410 ILCS 705/, legalized cannabis, but it remains a *Schedule I* (c)(17) controlled substance under federal law, meaning that it has no currently accepted medical use in addition to a high potential for abuse. 21 U.S.C.A. §812 (exempting hemp as defined at 7 U.S.C.A. §1639o). 41 U.S.C. §§8101, 8102 and 8103. While not law, in June 2019, the U.S. House of Representatives, in a voice vote, voted in favor of an amendment to H.R. 3055, which was introduced by Reps. Earl Blumenauer (D-OR), Tom McClintock (R-CA), and Eleanor Holmes Norton (D-D.C.), prohibiting the U.S. Dept. of Justice (DOJ) from interfering with a state's decision to implement laws governing the legalization of cannabis (recreational and medicinal). This marked the first time that either branch of the U.S. Congress has voted to protect state recreational cannabis laws from federal enforcement actions. If the amendment becomes law, it would block the DOJ from using funds to intervene in state and territory cannabis legalization laws. This policy continues to prohibit employees from using cannabis as allowed by the CRTA. See f/n 9, below.

The federal Safe and Drug-Free Schools and Communities Act provides funds, upon application, for drug and violence prevention programs; it does not contain policy mandates. Illinois also has a Drug Free Workplace Act (30 ILCS 580/) that applies to districts with 25 or more employees working under a state contract or a grant of \$5,000 or more.

<sup>2</sup> Replace this sentence with the district's drug- and alcohol- free policy goal(s), if any.

With the passage of the CRTA, 410 ILCS 705/, each board and superintendent may wish to engage in a risk-management conversation about the district's drug- and alcohol-free policy enforcement and discipline goals. Enforcement and discipline goals depend upon a board's risk-level tolerance and community expectations. Risk-level-tolerance decisions will depend upon many factors, including, but not limited to: (1) the board attorney's recommendations, (2) the district's budget parameters, if any, for reasonable suspicion training on identification of symptoms of impairment and/or being under the influence, (3) drug testing, and (4) the community's expectations. Answers to the following questions might structure this risk-management conversation:

1. Does the board want to implement a reasonable suspicion program (or any other type of *just cause* provisions in an applicable collective bargaining agreement) to identify employees suspected of being impaired and/or under the influence to enhance its ability to discipline?
2. Does the board want the superintendent to secure training for designated district employees to educate them to identify symptoms of impairment or being under the influence of the substances prohibited in this policy?
3. How does the board want to address employees in positions of leadership, e.g., the superintendent and/or building principal(s), who are perpetually on call due to the nature of their positions and responsibilities (see f/n 3, below)?
4. How will the district manage its duty to educate students about the dangers of drugs and alcohol against the reality that employees are allowed to use lawful products off duty and off the district's premises (820 ILCS 55/5(a))?
5. Will licensed educators be held to a higher standard than non-licensed employees due to their professional code of conduct expectations?
6. Will employees working directly with students be held to a higher standard than employees not working directly with students?

An employee is *on call* when the District schedules the employee with at least 24 hours' notice to be on standby or otherwise responsible for performing employment-related tasks either at the District or another location previously designated by the District.<sup>3</sup> All employees are prohibited from engaging in any of the following activities while on District premises or while performing work or being on call for the District: <sup>4</sup>

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance. <sup>5</sup>
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectable, regardless of when and/or where the use occurred. <sup>6</sup>
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on District premises or while performing work for the District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33.<sup>7</sup> The District considers employees impaired by

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<sup>3</sup> 820 ILCS 55/5. Consult the board attorney regarding how the board wants to treat employees who may be considered *on call*, e.g., superintendents, principals, coaches, and/or maintenance workers, etc.

For boards that do not want to refer to employees on call, delete this sentence and the following phrase from the sentence that immediately follows it: ~~or being on-call~~.

<sup>4</sup> To align with best practices for identifying and subsequently initiating discipline of employees for violating this policy (especially with the passage of the CRTA) and any possible collective bargaining agreement provisions, the superintendent may want to convene the **Employee Substance Abuse Prevention Committee** (see sample administrative procedure 2:150-AP, *Superintendent Committees*).

<sup>5</sup> These actions are prohibited by both federal (41 U.S.C.A. §§8101, 8102 and 8103) and State Workplace Acts. See f/n 13, below. These laws do not address *under the influence* but a board may add: “, or being impaired by or under the influence of any illegal substance or any detectable use of any illegal substance regardless of when or where the use occurred.” This option is limited to *illegal* substances to avoid prohibiting employees from using lawfully prescribed controlled substances. See f/n 13. Contact the board attorney for advice concerning this provision and whenever the district wants to discipline or dismiss an employee using it. If a hearing is required before the district may discipline or discharge an employee under this provision, the district must put forth evidence that the employee violated it. A district would also have this burden if a grievance is filed under a *just cause* provision in a collective bargaining agreement. This policy’s third paragraph addresses prescribed medications other than cannabis.

<sup>6</sup> Optional; alcohol is not addressed in either the federal or State Drug-Free Workplace Acts. Contact the board attorney for advice concerning this provision and whenever the district wants to discipline or dismiss an employee using it. If a hearing is required before the district may discipline or discharge an employee under this provision, the district must put forth evidence that the employee violated it. A district would also have this burden if a grievance is filed under a *just cause* provision in a collective bargaining agreement. The Ill. Court of Appeals held that when the policy defines *under the influence* as any “mental, emotional, sensory or physical **impairment** due to the use of drugs or alcohol,” the school district must prove that the teacher showed signs of impairment even though she registered 0.056 blood-alcohol level on a Breathalyzer. *Kinsella v. Bd. of Ed. of the City of Chicago*, 27 N.E.3d 226 (Ill. App. Ct. 1st Dist. 2015).

<sup>7</sup> “[R]egardless of when and/or where the use occurred” is intended to mean that an employer may reach an employee’s conduct on- or off duty depending upon the facts of the disciplinary situation; however, the CRTA contains a specific requirement that law enforcement employers adopt a policy outlining penalties for discipline of law enforcement employees for their on or off-duty conduct involving consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances. *Id.* at 10-35(a)(8). See also f/ns 1, above, and 9, below. Consult the board attorney if the district employs a school resource officer(s) (SRO(s)) as opposed to contracting with a local law enforcement agency for SRO services.

or under the influence of cannabis when there is a good faith belief that an employee manifests specific articulable symptoms<sup>8</sup> while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position.<sup>9</sup>

Upon the Superintendent or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and

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410 ILCS 130/25(b) prohibits discipline or arrest of school nurses and/or administrators for acting in accordance with *Ashley's Law*, 105 ILCS 5/22-33. Employers may enforce drug-free workplace policies when they are applied in a nondiscriminatory manner. 410 ILCS 705/10-50(a) includes disciplining employees – even those who are *registered qualifying patients* – for violating drug-free workplace policies (410 ILCS 130/50 and 705/10-35(a)(1)). Contact the board attorney for advice concerning the Compassionate Use of Medical Cannabis Program Act (Medical Cannabis Program Act (MCPA)).

<sup>8</sup> Specific articulable symptoms listed in 410 ILCS 705/10-50(d) include: the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others. In contrast to the CRTA, the MCPA, while listing the same specific, articulable, symptoms, does not require an employer to have a *good faith belief* that a *registered qualifying patient* is under the influence of cannabis. 410 ILCS 130/50(f).

<sup>9</sup> 410 ILCS 705/10-35 and 10-50(a) allow reasonable, nondiscriminatory, zero-tolerance policies. If the district seeks to discipline an employee on the basis that he or she is under the influence of or impaired by cannabis, it must afford the employee a reasonable opportunity to contest the basis of the determination. *Id.* at 10-50(d). See also f/n 7, above. **Contact the board attorney for advice concerning this provision and whenever the district seeks disciplinary action or dismissal of an employee on the basis of the cannabis prohibitions in the policy.**

See also the Ill. Vehicle Code 625 ILCS 5/11-501.2(b-5) number one: when an individual's tetrahydrocannabinol concentration (THC) is five nanograms or more in whole blood or 10 nanograms or more in another bodily substance, e.g., saliva, urine, etc., as defined in 625 ILCS 5/11-501.2(a), a presumption under Illinois law exists that the individual is under the influence of cannabis. Under 625 ILCS 5/11-501.2(b-5) number two: when an individual's THC is less than five nanograms in whole blood or less than 10 nanograms or more in another bodily substance, e.g., saliva, urine, etc., as defined in 625 ILCS 5/11-501.2(a), the individual may still be considered impaired.

In addition to a zero-tolerance policy, the CRTA also allows civil, criminal, or other penalties for:

1. Engaging in tasks under the influence of cannabis when doing so would constitute negligence, professional malpractice, or professional misconduct (410 ILCS 705/10-35(a)(1));
2. Possessing cannabis on a school bus or on school grounds (*Id.* at 10-35(a)(2)(A)-(B) unless permitted under the MCPA);
3. Using cannabis on a school bus or on school grounds (*Id.* at 10-35(a)(3)(A)-(B) unless permitted under the MCPA);
4. Using cannabis in a public place while impaired or under the influence of cannabis (*Id.* at 10-35(a)(3)(F));
5. Knowingly being impaired by or under the influences of cannabis in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the MCPA (*Id.* at 10-35(a)(3)(G));
6. Smoking [and/or *vaping* (see f/n 19, below for a definition of vaping)] in any place where smoking is prohibited under the Smoke Free Illinois Act (*Id.* at 10-35(a)(4));
7. Using cannabis as an on-duty law enforcement officer, corrections officer, probation officer, or firefighter (*Id.* at 10-35(a)(8)), or consuming, possessing, selling, purchasing, or delivering cannabis or a cannabis-infused substance(s) while on or off duty [only if a policy has been adopted] *Id.* at 10-35(a)(8); or
8. Using cannabis while being on duty as an individual holding a school bus permit or Commercial Driver's License (*Id.* at 10-35(a)(9)).

nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test. <sup>10</sup>

For purposes of this policy, a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *District premises*<sup>11</sup> means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. School grounds means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. “Vehicles used for school purposes” means school buses or other school vehicles.

As a condition of employment, each employee shall: <sup>12</sup>

1. Abide by the terms of this Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee’s licensed health care provider, provided that an employee’s work performance is not impaired. <sup>13</sup>

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<sup>10</sup> 410 ILCS 705/10-50(d). For boards that will not communicate to employees what will happen when reasonable suspicion exists, delete the first sentence of this paragraph: ~~Upon the Superintendent or designee’s reasonable suspicion of an employee’s violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation.~~

410 ILCS 705/10-50(e)(1), protects the district from liability for actions described in the last sentence of this paragraph. Delete it if the board will not communicate this information to its employees.

<sup>11</sup> 410 ILCS 705/10-35 and 10-50(a) allows employers to prohibit cannabis in the *workplace*. Many attorneys agree it is a best practice for employers to define workplace in policies that prohibit cannabis. 410 ILCS 705/10-50(h) defines *workplace* as the employer’s premises, including any building, real property, and parking area under the control of the employer or area used by an employee while in performance of the employee’s job duties, and vehicles, whether leased, rented, or owned – and may be further defined by the employer’s written policy when it is consistent with this definition.

This policy’s definition of workplace expands the above CRTA definition to areas that board policy and/or the School Code impose duties upon districts to keep students safe, including:

1. The *school property* definition from sample policy 8:30, *Visitors to and Conduct on School Property*;
2. The *school grounds* definition at 105 ILCS 5/10-27.1A(d); and
3. Places that school districts must prevent and respond to bullying, including vehicles used for school purposes. 105 ILCS 5/22-110, renumbered by P.A. 104-391.

<sup>12</sup> Required by the State and federal Drug-Free Workplace Acts.

<sup>13</sup> This optional paragraph is not addressed in State or federal drug-free workplace acts. An employer should generally not ask an employee about his or her use of medication. See rules implementing the Americans with Disabilities Act, 29 C.F.R. §1630.14. Consult the board attorney if an employee is suspected of working while impaired or under the influence.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following: <sup>14</sup>

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted. <sup>15</sup>
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations. <sup>16</sup>
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.
5. Establish a drug-free awareness program to inform employees about: <sup>17</sup>
  - a. The dangers of drug abuse in the workplace,
  - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
  - c. The penalties that the District may impose upon employees for violations of this policy.
6. Remind employees that Board policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence. <sup>18</sup>

#### E-Cigarette, Tobacco, and Cannabis Prohibition <sup>19</sup>

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes,<sup>20</sup> tobacco, and cannabis

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<sup>14</sup> Numbers one through five in this paragraph are required by the State and federal Drug-Free Workplace Acts. 30 ILCS 580/3.

<sup>15</sup> As an alternative, replace the phrase “in a place where other information for employees is posted” with the district’s local method, e.g., staff intranet, Internet, etc.

<sup>16</sup> 105 ILCS 5/22-81, added by P.A. 103-399 (a/k/a *Louie's Law*), required the Ill. State Board of Education (ISBE) and the Ill. Dept. of Human Services to develop and regularly update a comprehensive *Substance Use Prevention and Recovery Instruction Resource Guide* for public elementary and secondary schools across the state of Illinois. It is available at: [www.isbe.net/Pages/Substance-Use-Prevention-and-Recovery-Instruction-Resource-Guide.aspx](http://www.isbe.net/Pages/Substance-Use-Prevention-and-Recovery-Instruction-Resource-Guide.aspx).

<sup>17</sup> The drug-free awareness program requirement can be met by developing a brochure on drug abuse or by contacting local, State, or national anti-drug abuse organizations for materials. The materials should be distributed to employees along with a list of places employees may call for assistance.

<sup>18</sup> Optional. This statement serves as a display of good judgement and a reminder to employees that 105 ILCS 5/27-255, added by P.A. 104-391, and 5/27-115 renumbered by P.A. 104-391 (provided it can be funded by private grants or the federal government) require districts to educate students about the prevention and avoidance of drugs abuse, the dangers of opioid and substance abuse, and the dangers of fentanyl.

<sup>19</sup> 105 ILCS 5/10-20.5b, The Smoke Free Illinois Act, 410 ILCS 82/, and the CRTA, 410 ILCS 705/10-35(a)(4)(smoking anyplace where smoking is prohibited under the Smoke Free Illinois Act). Federal law prohibits smoking inside schools. 20 U.S.C. §6083(a).

The prohibition in sample policy 8:30, *Visitors to and Conduct on School Property*, referred to here, applies “on school property or at a school event.” Here, “at a school event” is clarified with the phrase “while ... performing work for the District” in order to align with this policy’s other prohibitions.

<sup>20</sup> While 720 ILCS 675/1, excludes e-cigarettes from its definition of tobacco, it does not address vaporization. Prohibiting *e-cigarettes* aligns with the district’s obligation to maintain a safe, smoke-free environment and is a logical extension of 105 ILCS 5/10-20.5b, The Smoke Free Illinois Act (410 ILCS 82/), and The Prevention of Tobacco Use by Persons Under 21 Years of Age and Sale and Distribution of Tobacco Products Act, 720 ILCS 675 (provides the legal age to buy tobacco and e-cigarette products to 21 years of age). In addition, the U.S. Food and Drug Administration now regulates e-cigarettes. 21 C.F.R. Parts 1100, 1140, and 1143.

products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location.

*Tobacco* has the meaning provided in 105 ILCS 5/10-20.5b.

*Cannabis* has the meaning provided in the CRTA, 410 ILCS 705/1-10.

*E-Cigarette* is short for electronic cigarette and includes, but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. <sup>21</sup>

#### District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination.<sup>22</sup> In addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction. <sup>23</sup>

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate State

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E-Cigarettes may resemble cigarettes but contain a battery-operated heating element that turns a liquid into an aerosol (or vapor) that sometimes includes nicotine, flavorings, and other chemicals. The act of inhaling and exhaling the aerosol is known as *vaping*. See <https://nida.nih.gov/publications/drugfacts/vaping-devices-electronic-cigarettes>. For ease of administration, this sample policy treats *vaping*, whether tobacco products or not, and smoking tobacco the same due to the outbreaks of lung disease associated with the use of e-cigarettes and vaping. Some e-cigarettes do not look like tobacco products; they are designed to resemble other objects, such as USB flash drives, to be more easily concealed. Like smoking tobacco, vaporization products may include nicotine, which is derived from and is the addictive drug in tobacco, and other potentially harmful chemicals. See *Tobacco/Nicotine and Vaping* at: <https://nida.nih.gov/research-topics/tobacconicotine-vaping>. Unlike smoking tobacco, vaping does not produce smoke, but rather the aerosol, often mistaken for water vapor and consisting of fine particles. Many of these particles contain varying amounts of toxic chemicals, which have been linked to cancer and respiratory and heart disease. For resources, see [https://digitalmedia.hhs.gov/tobacco/educator\\_hub](https://digitalmedia.hhs.gov/tobacco/educator_hub).

<sup>21</sup> Optional. If a district does not want to include the statutory example that includes the term *vape pen*, which provides notice that vaping products are also prohibited through the term e-cigarette, replace ~~includes but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device~~ with “shall have the meaning provided in the Prevention of Tobacco Use by Persons Under 21 Years of Age and Sale and Distribution of Tobacco Products Act, 720 ILCS 675/1(a-9).”

<sup>22</sup> An employee who currently uses *illegal* drugs is not protected under the Americans With Disabilities Act (ADA) when the district acts on the basis of such use. 42 U.S.C. §12114. Legal drug abusers and alcoholics may still be protected as *handicapped* under the Rehabilitation Act of 1973 (29 U.S.C. §706 *et seq.*) or the Ill. Human Rights Act (IHRA). 775 ILCS 5/1-101 *et seq.* and 56 Ill.Admin.Code §2500.20. The Rehabilitation Act, however, excludes from protection “an alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from performing the duties of the job in question or whose employment ... would constitute a direct threat to the property or the safety of others.” 28 C.F.R. §42.540(k)(1).

The ADA neither authorizes nor prohibits drug testing; it allows the results of such tests to be used as the basis for disciplinary action. 42 U.S.C. §12114; 29 C.F.R. §1630.16(c). Drug tests may still violate other laws, e.g., Title VI and the Rehabilitation Act. 42 U.S.C. §2000e *et seq.*; and 29 U.S.C. §701 *et seq.* Drug tests may also be a subject of collective bargaining. See paragraph one of f/n 1, above. Consult the board attorney before implementing a drug-testing program to enforce this policy.

<sup>23</sup> Required by both the federal and State Drug-Free Workplace Acts.

or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.<sup>24</sup>

Disclaimer<sup>25</sup>

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in Board policy 2:240, *Board Policy Development*.

- LEGAL REF.: 20 U.S.C. §7101 et seq., Safe and Drug-Free School and Communities Act of 1994.  
21 U.S.C. §812, Controlled Substances Act; 21 C.F.R. §1308.11-1308.15.  
41 U.S.C. §8101 et seq., Drug-Free Workplace Act of 1988.  
42 U.S.C. §12114, Americans With Disabilities Act.  
21 C.F.R. Parts 1100, 1140, and 1143.  
30 ILCS 580/, Drug-Free Workplace Act.  
105 ILCS 5/10-20.5b.  
410 ILCS 82/, Smoke Free Illinois Act.  
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.  
410 ILCS 705/1-1 et seq., Cannabis Regulation and Tax Act.  
720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.  
820 ILCS 55/, Right to Privacy in the Workplace Act.  
23 Ill.Admin.Code §22.20.
- CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

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<sup>24</sup> Id.

<sup>25</sup> Optional best practice text.

## **Professional Personnel**

### **Leaves of Absence** <sup>1</sup>

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

### **Sick and Bereavement Leave** <sup>2</sup>

Each full-time professional staff member is granted 10 days sick leave each school year at full pay. Unused days are allowed to accumulate to 180 days. Sick leave is defined in State law as personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

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<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. The introductory paragraph recognizes that an applicable collective bargaining agreement or individual employment contract will supersede a conflicting provision of the policy. It also provides policy coverage for those professional personnel who are not included in a bargaining unit or have employment contracts with conflicting provisions. Alternatively, if the policy's subject matter is superseded by a bargaining agreement, the board policy may state, "Please refer to the applicable collective bargaining agreement(s)."

Districts must coordinate leaves provided by State law and the local bargaining agreement with the leave granted by the Family and Medical Leave Act (FMLA) (29 U.S.C. §2612), amended by Sec. 565 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-84). The FMLA grants eligible employees 12 weeks unpaid leave each year for: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of an employee's spouse, parent, or child; (4) the employee's own serious health condition; (5) the existence of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on *covered active duty*; and (6) to care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness. Districts are permitted to count paid leave (granted by State law or board policy) taken for an FMLA purpose against an employee's FMLA entitlement. 29 C.F.R. §825.207. See sample policy 5:185, *Family and Medical Leave*.

Many State laws grant leaves to employees of the State and municipalities but are not applicable to school districts, including the Employee Blood and Organ Donation Leave Act (820 ILCS 149/), Local Government Disaster Service Volunteer Act (50 ILCS 122/), Organ Donor Leave Act (5 ILCS 327/), Civil Air Patrol Leave Act (820 ILCS 148/), and Paid Leave for All Workers Act (820 ILCS 192/). See sample policy 5:185, *Family and Medical Leave*, for a discussion of the Military Leave Act (820 ILCS 151/) and its applicability to school districts.

<sup>2</sup> The provisions in this section are required by 105 ILCS 5/24-6. Each specified number of days in this section is the statutory minimum. Before adopting this policy or applying its provisions, the district should examine any applicable bargaining agreements.

Consult the board attorney about the Employee Sick Leave Act (ESLA). 820 ILCS 191/. It prohibits employers from limiting the use of sick time to an employee's own illnesses and allows employees to use employer-provided sick leave due to illness, injury, medical appointment, or *personal care* of a *covered family member*. *Id.* at 191/10(a). *Personal care* means: (1) activities to ensure a covered family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a covered family member unable to meet those needs himself or herself; and (2) being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care. *Id.* at 191/5. The ESLA defines *covered family members* as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother- or father-in-law, grandchild, grandparent, or stepparent. *Id.* Leave may be taken under the same terms for which the employee would be permitted to take leave for his or her own illness or injury.

As a condition for paying sick leave after three days absence for personal illness 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 mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) 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 three days for personal illness, the District shall pay the expenses incurred by the employee.

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification.<sup>3</sup>

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.<sup>4</sup>

#### Family Bereavement Leave<sup>5</sup>

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take family bereavement leave. The purpose, requirements,

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<sup>3</sup> 105 ILCS 5/24-6 overturned the Illinois Supreme Court's decision in *Dynak v. Bd. of Educ. of Wood Dale Sch. Dist.* 7, 444 Ill.Dec. 651 (Ill. 2020) (finding that a teacher was not entitled to use 30 days of sick leave for birth consecutively before and after an intervening summer break). It is unclear from the language of the statute if an employee can be prohibited from *intermittent* use of 30 working sick days for birth, e.g., such as taking leave once a week. Consult the board attorney for guidance on this issue.

<sup>4</sup> 105 ILCS 5/24-6.

<sup>5</sup> Family Bereavement Leave Act, 820 ILCS 154/; 56 Ill.Admin.Code Part 252. These paragraphs discuss family bereavement leave. 820 ILCS 154/5 defines an *eligible employee* under the same terms as an employee under FMLA (29 U.S.C. §2601 et seq.). See f/n 1 above. The employer may require reasonable documentation as specified in 820 ILCS 154/10(d) but may not require that an employee identify which specific category under item (4) in the first paragraph of this subhead pertains to the leave. Note the term *Significant Event* does not appear in the statute; it is included in this sample policy as a shorthand term to refer to those events listed in 820 ILCS 154/10(a)(4).

*Domestic partner*, when used to refer to an unmarried employee, includes: (1) the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state, or (2) an unmarried adult who is in a committed, personal relationship with the employee, who is not a domestic partner as described in item (1) and who the employee designates as that employee's domestic partner. 820 ILCS 154/5.

The Act also provides that the leave must be completed within 60 days of the employee learning of the death of his or her *covered family member*, as defined by 820 ILCS 154/5. However, that 60-day limitation does not apply when more than one covered family member dies in a 12-month period. There may be times when an employer may want to grant more than 10 unpaid work days, e.g., when a deceased covered family member lived in a foreign country, etc. Consult the board attorney to resolve the complexities of determining whether an employee is an eligible employee under the FMLA that would trigger this Act.

scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

#### Child Extended Bereavement Leave <sup>6</sup>

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the District of the loss.<sup>7</sup> An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

#### Sabbatical Leave <sup>8</sup>

Sabbatical leave may be granted in accordance with the School Code.

#### Personal Leave <sup>9</sup>

Professional staff members are granted one personal leave day per year. A personal leave day is defined as a day to allow professional personnel time to conduct personal business (but not vacation, travel, or work stoppage), which is impossible to schedule at a time other than during a school day. Any unused personal leave day in a school year will be credited to the cumulative sick leave.

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<sup>6</sup> 820 ILCS 156/, added by P.A. 103-466. Delete this subhead and the Legal Reference to 820 ILCS 156/, Child Extended Bereavement Leave Act, if the district has fewer than 50 full-time employees.

<sup>7</sup> If the district employs at least 50 but fewer than 250 employees on a full-time basis, substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss." 820 ILCS 156/10, added by P.A. 103-466.

<sup>8</sup> State law provides guidelines for sabbatical leaves but does not require boards to offer them. 105 ILCS 5/24-6.1.

<sup>9</sup> State law does not address personal leave. It is not uncommon for professional staff to be granted more than one day of personal leave per year.

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

1. Except in cases of emergency or unavoidable situations, personal leave requests should be submitted to the Building Principal three days in advance of the requested date,
2. No personal leave days may be used immediately before or immediately after a holiday unless the Superintendent grants prior approval,
3. Personal leave may not be used in increments of less than one-half day,
4. Personal leave days are subject to a substitute's availability,
5. Personal leave days may not be used during the first and/or last five days of the school year,
6. Personal leave days may not be used on in-service and/or institute training days, and
7. Personal leave may not be used by more than 10% of the teaching staff in each building at the same time.

#### Leave of Absence Without Pay <sup>10</sup>

The Board may grant a leave of absence without pay to tenured professional staff members who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the Board.

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with a reasonable continuity of instruction for students.

#### Leave to Serve as an Election Judge <sup>11</sup>

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

#### Child-Rearing Leave <sup>12</sup>

The Board shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus one additional school year (but in no event shall such leave exceed three semesters), provided the request complies with this policy. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy. <sup>13</sup>

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<sup>10</sup> State law does not address leaves of absence without pay other than stating that a mutually agreed leave will not affect a teacher's contractual continued service. 105 ILCS 5/24-13.

<sup>11</sup> This paragraph restates 10 ILCS 5/13-2.5. The statute does not state whether the notice requirement is *calendar* days or *business* days. Support for it being *calendar* days is found in 10 ILCS 5/1-6; support for it being *business* days is found in 10 ILCS 5/1-3.

Rather than duplicate the statute's requirements in separate policies, sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, grants the leave to support personnel on the terms applicable to professional staff.

<sup>12</sup> The School Code does not address child-rearing. FMLA grants eligible employees a combined total of 12 weeks each year, with exceptions for teachers at the end of the school year, for, among other things, a child's: (1) birth and first-year care, and (2) adoption or foster placement (see sample policy 5:185, *Family and Medical Leave*). Districts not covered by the FMLA must treat a request for child-care leave to care for an adopted infant on terms comparable to those given biological mothers. *McWright v. Alexander*, 982 F.2d 222 (7th Cir. 1992).

<sup>13</sup> Districts offering a child-rearing or maternity leave must be very careful not to violate anti-discrimination laws. Districts can prohibit pregnant teachers from combining paid disability leave with an unpaid maternity leave, provided that non-pregnant teachers are likewise prohibited from combining a paid disability leave with an unpaid general leave of absence. *Maganuco v. Leyden Comm. High Sch. Dist.* 212, 939 F.2d 440 (7th Cir. 1991); *U.S. v. Consol. High Sch. Dist.* 230, 983 F.2d 790 (7th Cir. 1993); *E.E.O.C. v. Elgin Teachers' Ass'n.*, 780 F.Supp. 1195 (N.D.Ill. 1991). A sick leave bank exclusion of maternity benefits violates Title VII. *U.S. v. Consol. High Sch. Dist.* 230, *supra*.

A teacher should request, if possible, a child-rearing leave by notifying the Superintendent in writing no later than 90 days before the requested leave's beginning date.<sup>14</sup> The request should include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess.<sup>15</sup>

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity.

#### Leaves for Service in the Military <sup>16</sup>

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

#### General Assembly Leave <sup>17</sup>

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

#### Leave for Employment in Department of Defense <sup>18</sup>

The Board may grant teachers a leave of absence to accept employment in a Dept. of Defense overseas school.

#### School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours.<sup>19</sup> Professional staff members must first use all accrued vacation leave, personal

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<sup>14</sup> The length of the notice - here 90 days - is *not* covered by State or federal law. If an employee fails to provide this notice, the employee still has the right to request a family and medical leave which has a much shorter notice requirement (see sample policy 5:185, *Family and Medical Leave*), and could be followed by a child-rearing leave.

<sup>15</sup> For a high school, omit "the first day of school after winter recess" and insert "at the semester break." Alternatively, the board may want to be more flexible by stating:

Every effort shall be made to have the leave minimally interrupt instructional continuity by ending . . .

<sup>16</sup> Required by the School Code (105 ILCS 5/10-20.7b, 5/24-13, and 5/24-13.1); the Service Member Employment and Reemployment Rights Act (330 ILCS 61/, streamlining several job-related protection laws into one statute, mandating leave for *active service*, and requiring the public employer to make up the difference between military pay and regular compensation); and the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §4301 *et seq.*).

<sup>17</sup> Required by 105 ILCS 5/24-13.

<sup>18</sup> State law provides guidelines for Dept. of Defense leaves but does not require boards to offer them. 105 ILCS 5/24-13.1.

<sup>19</sup> 820 ILCS 147/15.

leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave. <sup>20</sup>

The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act. <sup>21</sup>

#### Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence <sup>22</sup>

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, without suffering adverse employment action.

The Victims' Economic Security and Safety Act (VESSA) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period.<sup>23</sup> Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under,

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<sup>20</sup> *Id.* The school visitation leave entitlement applies to both professional and educational support personnel. Rather than duplicate its requirements in separate policies, sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, grants the leave on the same terms applicable to professional staff.

<sup>21</sup> 820 ILCS 147/. Parents of children with *serious health conditions* may also be eligible to use FMLA leave for individualized education program (IEP) meetings. See U.S. Dept. of Labor *Wage and Hour Division Opinion Letter*, FMLA 2019-2-A (8-8-19), available at: [www.dol.gov/sites/dolgov/files/WHD/legacy/files/2019\\_08\\_08\\_2A\\_FMLA.pdf](http://www.dol.gov/sites/dolgov/files/WHD/legacy/files/2019_08_08_2A_FMLA.pdf).

<sup>22</sup> Required by the Victims' Economic Security and Safety Act, (VESSA) (820 ILCS 180/ and 56 Ill.Admin.Code Part 280). *Gender violence* means: (1) one or more acts of violence or aggression that is a criminal offense under State law committed, at least in part, on the basis of a person's actual or perceived sex or gender, (2) a physical intrusion or invasion of a sexual nature under coercive conditions that is a criminal offense under State law, or (3) a threat to commit one of these acts. 820 ILCS 180/10(12.5). *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence), or similar provisions of the Criminal Code of 1961. 820 ILCS 180/10(2.5). *Sexual violence* is not specifically defined in VESSA. While the law applies to all school districts (820 ILCS 180/10(10)), the number of employees determines the number of total workweeks of leave available during any 12-month period (820 ILCS 180/20(a)(2)). The term *employee* includes part-time workers. The Ill. Dept. of Labor must furnish to all employers a notice summarizing the law's requirements (*Your Rights Under Illinois Employment Laws* at: <https://labor.illinois.gov/employers/posters.html>). All districts must post this notice in a conspicuous place where notices to employees are customarily posted.

<sup>23</sup> If the district employs fewer than 50 employees, it may substitute the following sentence: "Accordingly, if the District employs at least 15 but not more than 49 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of eight work weeks of unpaid leave during any 12-month period." 820 ILCS 180/20(a)(2), amended by P.A. 103-314.

If the district employs at least one but not more than 14 employees, it may substitute the following sentence: "Accordingly, if the District employs at least one but not more than 14 employees, and subject to any exceptions in VESSA, an employee is entitled to a total four (4) work weeks of leave during any 12-month period." *Id.*

Under 820 ILCS 180/20(a)(4) an employee is not entitled to more than two work weeks (10 work days) if the leave is to attend a wake or funeral (or an alternative event), make end-of-life arrangements, or grieve due to the death of a family or household member killed in a crime of violence. In these circumstances, the leave must be completed within 60 days after the date on which the employee receives notice of the death. Employees may qualify for unpaid leave under both VESSA and the Family Bereavement Leave Act; leave taken under one act does not diminish the availability of leave under the other. *Id.*

or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.).<sup>24</sup>

#### Leaves to Serve as an Officer, Trustee, or Representative of a Specific Organization

Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations,<sup>25</sup> (2) up to 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3,<sup>26</sup> (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2,<sup>27</sup> and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.<sup>28</sup>

#### COVID-19 Paid Administrative Leave<sup>29</sup>

When applicable, paid administrative leave related to COVID-19 will be granted to eligible employees in accordance with State law.

#### Family Neonatal Intensive Care Leave<sup>30</sup>

An unpaid leave from work is available to any staff member whose child<sup>31</sup> is a patient in a neonatal intensive care unit (NICU) in accordance with the requirements of the Family Neonatal Intensive Care Leave Act. If the District employs at least 51 employees, an employee is entitled to a total of 20 days

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<sup>24</sup> VESSA states that an employee does not have a right to take unpaid leave that exceeds the unpaid leave time allowed under the FMLA. 820 ILCS 180/20(a)(2). Section 25 creates an ambiguity by stating, "[t]he employer may not require the employee to substitute available paid or unpaid leave for [leave available to victims of domestic violence, sexual violence, or gender violence]," 820 ILCS 180/25. Contact the board attorney for advice about resolving this ambiguity.

<sup>25</sup> Required by 105 ILCS 5/24-13.

<sup>26</sup> Required by 105 ILCS 5/24-6.3(a). See sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, for the leave for an elected trustee for the Ill. Municipal Retirement Fund.

<sup>27</sup> Required by 105 ILCS 5/24-6.2.

<sup>28</sup> 105 ILCS 5/24-3.5, added by P.A. 103-308. The statewide teacher association is required to reimburse a district for substitute teaching costs incurred due to the teacher's absence. *Id.*

<sup>29</sup> 105 ILCS 5/10-20.83. Whether some or all of the COVID-19 related reasons listed in 105 ILCS 5/10-20.83(b) and (c) apply will depend upon current health guidance and/or rules. The law prohibits districts from rescinding the paid leave if the definition of "fully vaccinated against COVID-19" is later updated by the CDC or IDPH to include recommended booster doses. *Id.*

Consult the board attorney for guidance about whether the board must accommodate an employee's religion or disability by exempting the employee from the COVID-19 vaccination prerequisite in 105 ILCS 5/10-20.83, and/or if the board and union may agree that this leave will extend to all unvaccinated employees. Title VII of the Civil Rights Act of 1964 requires employers to accommodate an employee's sincere religious objection to an employer vaccination requirement unless doing so would be an "undue hardship" on the employer. 42 U.S.C. §2000e(j). Similarly, the Americans with Disabilities Act requires an employer to exempt an employee with a disability (including pregnancy-related disability) from a safety-related standard, such as a vaccination requirement, unless the employee poses a *direct threat* to the health or safety of the employee or others while on the job. 29 C.F.R. §1630.2(r). See also the U.S. Equal Employment Opportunity Commission guidance document, *What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws*, at: [www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws](http://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws).

<sup>30</sup> 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. This leave is separate from FMLA leave, and an employer must allow the employee to take the leave in addition to FMLA leave. The term *employee* includes part-time workers.

<sup>31</sup> *Child* means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

of unpaid leave while a child of the employee is a patient in a NICU.<sup>32</sup> The District may require reasonable verification of the employee's child's length of stay in a NICU.<sup>33</sup>

LEGAL REF.: 105 ILCS 5/10-20.83, 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.  
10 ILCS 5/13-2.5, Election Code.  
330 ILCS 61/, Service Member Employment and Reemployment Rights Act.  
820 ILCS 147/, School Visitation Rights Act.  
820 ILCS 154/, Family Bereavement Leave Act.  
820 ILCS 156/, Child Extended Bereavement Leave Act.  
820 ILCS 157/, Family Neonatal Intensive Care Leave Act.  
820 ILCS 180/, Victims' Economic Security and Safety Act.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

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<sup>32</sup> A district that employs 15 or fewer employees is not subject to the requirements of 820 ILCS 157/. A district that employs 50 or fewer employees may substitute the following sentence: "If the District employs at least 16 but not more than 50 employees, an employee is entitled to a total 10 days of unpaid leave while a child of the employee is a patient in a NICU." 820 ILCS 157/10, added by P.A. 104-259, eff. 6-1-26.

<sup>33</sup> An employer may not request confidential information protected by the Health Insurance Portability and Accountability Act or other law when asking for reasonable verification. Consult the board attorney for guidance on acceptable forms of verification.

## **Educational Support Personnel**

### **Sick Days, Vacation, Holidays, and Leaves** <sup>1</sup>

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 employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

### **Sick and Bereavement Leave** <sup>2</sup>

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

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<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. The introductory paragraph recognizes that an applicable collective bargaining agreement or individual employment contract will supersede a conflicting provision of the policy. Alternatively, if the policy's subject matter is superseded by a bargaining agreement, the board policy may state, "Please refer to the applicable collective bargaining agreement."

Districts must coordinate leaves provided by State law and the local bargaining agreement with the leave granted by the Family and Medical Leave Act (FMLA) (29 U.S.C. §2612), amended by Sec. 565 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-84). The FMLA grants eligible employees 12 weeks unpaid leave each year for: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of an employee's spouse, parent, or child; (4) the employee's own serious health condition; (5) the existence of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) *covered active duty* in the Armed Forces; and (6) to care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness. The definition of *covered servicemember* includes a veteran "who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness" if the veteran was a member of the Armed Forces "at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy." 29 U.S.C. §2611(15). Districts are permitted to count paid leave (granted by State law or board policy) taken for an FMLA purpose against an employee's FMLA entitlement. 29 C.F.R. §825.207. See sample policy 5:185, *Family and Medical Leave*.

Many State laws grant leaves to employees of the State and municipalities, but are not applicable to school districts, including the Employee Blood and Organ Donation Leave Act (820 ILCS 149/), Local Government Disaster Service Volunteer Act (50 ILCS 122/), Organ Donor Leave Act (5 ILCS 327/), Civil Air Patrol Leave Act (820 ILCS 148/), and Paid Leave for All Workers Act (820 ILCS 192/). See sample policy 5:185, *Family and Medical Leave*, for a discussion of the Military Leave Act (820 ILCS 151/) and its applicability to school districts.

<sup>2</sup> This section contains the minimum benefits provided by 105 ILCS 5/24-6. Each specified number of days in this section is the statutory minimum. The School Code does not address whether an employee's 10 paid sick leave days are available upon employment, accrued over months, or after working for a certain period of time, e.g., one year. Also be aware that the Employee Sick Leave Act (ESLA) (820 ILCS 191/) allows employees to use employer-provided sick leave due to illness, injury, medical appointment, or *personal care* of a *covered family member*. See sample policy 5:250, *Leaves of Absence*, at f/n 2 for more information about the scope and application of the ESLA. Leave may be taken under the same terms for which the employee would be permitted to take leave for his or her own illness or injury.

Before adopting this policy or applying its provisions, the district should examine any applicable bargaining agreements. Strict accounting of unused sick days is important to avoid:

1. Employees accumulating sick time on a full-time basis when they are truly working part-time hours;
2. Inconsistent treatment; and

workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.<sup>3</sup>

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The Superintendent or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three days absence for personal illness 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 mental health professional licensed in Illinois providing ongoing care or treatment to the staff member (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) 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 three days for personal illness, the District shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a

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3. Inaccurate reporting to IMRF (credit is given for full day unused sick days upon retirement). 40 ILCS 5/7-139(a)(8).

105 ILCS 5/24-6, amended by P.A.s 102-275, 102-697, and 102-866, required districts to return any sick leave days used by educational support personnel for a qualifying COVID-19 related reason during the 2021-2022 school year, provided the employee was "fully vaccinated against COVID-19" by 5-10-22. See sample policy 5:250, *Leaves of Absence*, at f/n 2, for more information.

<sup>3</sup> As this policy is consistent with the minimum requirements of State law, this provision on the maximum number of sick days that may be accumulated is based on the minimum number required as stated in 105 ILCS 5/24-6, amended by P.A.s 102-275, 102-697, and 102-866. The number may be increased to meet or exceed the number IMRF will recognize for retirement credit purposes. The following alternative does this: "Unused sick leave shall accumulate to the maximum number of days that IMRF will recognize for retirement credit purposes."

The following optional provisions apply to boards that want to address the IMRF's requirement that public bodies must have a written plan allowing eligible employees to convert their eligible accumulated sick leave to service credit upon their retirement. See 40 ILCS 5/7-139(a)(8). See also IMRF General Memorandum #555 at:

[www.imrf.org/en/publications-and-archive/general-memos/2007-general-memos/general-memo-555](http://www.imrf.org/en/publications-and-archive/general-memos/2007-general-memos/general-memo-555).

**Option 1:** No collective bargaining agreement applies and the board wants to publicize its written plan. Insert the following sentence: 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 Ill. Municipal Retirement Fund.

**Option 2:** A local collective bargaining agreement contains the written plan and the board wants to publicize it. Insert the following sentence: Please refer to the applicable collective bargaining agreement(s) for the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon an employee's retirement under the Ill. Municipal Retirement Fund.

**Option 3:** A district maintains two separate sick leave plans, one for employees under a collective bargaining agreement, and one for non-unionized employees. Insert the text for both Option 1 and Option 2.

**Note:** If Options 1, 2, or 3 are chosen, add 40 ILCS 5/7-139 to the Legal References. 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 include any of the options above or add the citation to the Legal References.

condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification. <sup>4</sup>

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway. <sup>5</sup>

#### Vacation <sup>6</sup>

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

| <u>Length of Employment</u> |                | <u>Earned Per Month Accumulation</u> | <u>Maximum Vacation Leave Earned Per Year</u> |
|-----------------------------|----------------|--------------------------------------|-----------------------------------------------|
| <u>From:</u>                | <u>To:</u>     |                                      |                                               |
| Beginning of year 2         | End of year 5  | 0.83 Days                            | 10 Days per year                              |
| Beginning of year 6         | End of year 15 | 1.25 Days                            | 15 Days per year                              |
| Beginning of year 16        | End of year    | 1.67 Days                            | 20 Days per year                              |

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. <sup>7</sup>

#### Holidays <sup>8</sup>

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 legal school holiday listed below, District employees will not be required to work on:

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<sup>4</sup> 105 ILCS 5/24-6.

<sup>5</sup> 105 ILCS 5/24-6.

<sup>6</sup> State law does not require districts to give employees vacations. This subhead should be customized based on local needs and conditions and in consultation with the board attorney. For example, some districts may wish to attract or retain employees by offering vacation during the first year of employment and/or by making vacation days available for use on the first day of employment, earned evenly throughout the year.

<sup>7</sup> Required by 820 ILCS 115/5 and 56 Ill.Admin.Code §300.520 (Earned Vacations).

<sup>8</sup> Holidays are listed in 105 ILCS 5/24-2(a), (e), amended by P.A. 103-467. For information on the waiver process allowed by 105 ILCS 5/24-2(b), see sample exhibit 2:20-E, *Waiver and Modification Request Resource Guide*. The General Assembly passed legislation adding General Election Day as a school holiday for 2020, 2022, and 2024. Language referring to a General Election holiday when required by law is maintained in this policy should this practice continue. Holidays not specified in the School or Election Codes may be added to the policy; however, boards adding additional holidays should monitor and review to ensure the list remains current.

New Year's Day  
Martin Luther King Jr.'s Birthday  
Abraham Lincoln's Birthday  
Casimir Pulaski's Birthday  
Memorial Day  
Juneteenth National Freedom Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
General Election Day, when required by law  
Thanksgiving Day  
Christmas Day

A holiday will not cause a deduction from an employee's time or compensation.<sup>9</sup> 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 <sup>10</sup>

Full-time educational support personnel have one paid personal leave day per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal three 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 five 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.

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

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law. <sup>11</sup>

### 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*:

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A State-mandated school holiday on Good Friday is unconstitutional according to *Metzl v. Leininger*, 57 F.3d 618 (7th Cir. 1995). Closing school on religious holidays may be permissible for those districts able to demonstrate that remaining open would be a waste of educational resources because of widespread absenteeism. Also, districts may be able to close school on Good Friday by adopting a spring holiday rationale or ensuring that it falls within spring break. School districts should discuss their options, including the collective bargaining implications, with their board attorney.

<sup>9</sup> 105 ILCS 5/24-2(a), amended by P.A. 103-395, states that "[n]o deduction shall be made from the time or compensation of a school employee, including an educational support personnel employee, on account of any legal or special holiday in which that employee would have otherwise been scheduled to work but for the legal or special holiday." This language has caused confusion and disputes in the field. Some unions have claimed this language means educational school personnel must be paid for holidays, in addition to the days worked in the regular work year. Consult the board attorney for guidance.

<sup>10</sup> State law does not address personal leave. It is not uncommon for boards to grant educational support personnel the same number of personal leave days as are granted to professional staff.

<sup>11</sup> Required by 105 ILCS 5/24-6.3(b) and 40 ILCS 5/7-174.5. A similar leave exists for an elected trustee for the Ill. Teachers' Retirement System. See sample policy 5:250, *Leaves of Absence*.

1. Leave for Service in the Military. <sup>12</sup>
2. Leave for Service in the General Assembly. <sup>13</sup>
3. School Visitation Leave. <sup>14</sup>
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence. <sup>15</sup>
5. Family Bereavement Leave. <sup>16</sup>
6. Child Extended Bereavement Leave. <sup>17</sup>
7. Leave to serve as an election judge. <sup>18</sup>
8. COVID-19 Paid Administrative Leave. <sup>19</sup>
9. Family Neonatal Intensive Care Leave. <sup>20</sup>

LEGAL REF.: 105 ILCS 5/10-20.7b, 5/10-20.83, 5/24-2, 5/24-6, and 5/24-6.3.  
 10 ILCS 5/13-2.5, Election Code.  
 330 ILCS 61/, Service Member Employment and Reemployment Rights Act.  
 820 ILCS 147/, School Visitation Rights Act.  
 820 ILCS 154/, Family Bereavement Leave Act.  
 820 ILCS 156/, Child Extended Bereavement Leave Act.  
 820 ILCS 157/, Family Neonatal Intensive Care Leave Act.  
 820 ILCS 180/, Victims' Economic Security and Safety Act.  
School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

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

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<sup>12</sup> Military leave is governed by the School Code (105 ILCS 5/10-20.7b, 5/24-13, and 13.1); the Service Member Employment and Reemployment Rights Act (330 ILCS 61/, streamlining several job-related protection laws into one statute, mandating leave for *active service* and requiring the public employer to make up the difference between military pay and regular compensation); and the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §4301 *et seq.*).

<sup>13</sup> Granting General Assembly leave to ESPs is optional.

<sup>14</sup> 820 ILCS 147/. See sample policy 5:250, *Leaves of Absence*, and 5:250-AP, *School Visitation Leave*.

<sup>15</sup> Required by Victims' Economic Security and Safety Act (820 ILCS 180/, amended by P.A. 103-314) and 56 Ill.Admin.Code Part 280. Important information about this leave is discussed in f/ns 22, 23 and 24 of sample policy 5:250, *Leaves of Absence*.

<sup>16</sup> 820 ILCS 154/; 56 Ill.Admin.Code Part 252. Important information about this leave is discussed in f/n 5 of sample policy 5:250, *Leaves of Absence*.

<sup>17</sup> 820 ILCS 156/, added by P.A. 103-466. Delete this item and the Legal Reference to 820 ILCS 156/, Child Extended Bereavement Leave Act, if the district has fewer than 50 full-time employees. See sample policy 5:250, *Leaves of Absence*, and its f/ns 6 and 7 for important information about this leave.

<sup>18</sup> 10 ILCS 5/13-2.5.

<sup>19</sup> 105 ILCS 5/10-20.83. See sample policy 5:250, *Leaves of Absence*, and its f/n 29 for important information about this leave.

<sup>20</sup> 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. See sample policy 5:250, *Leaves of Absence*, and its f/ns 30-33 for important information about this leave.

## Instruction

### School Wellness <sup>1</sup>

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs.<sup>2</sup> This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).<sup>3</sup>

The Superintendent will ensure: <sup>4</sup>

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<sup>1</sup> State or federal law requires this subject matter to be covered in policy and controls its content. The federal Child Nutrition and WIC Reauthorization Act of 2004 (Child Nutrition Act) (Pub. L. 108-265) requires school districts participating in a program authorized by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. §1751 *et seq.*) or the Child Nutrition Act to have a school wellness policy. Pub. L. 108-265, Sec. 204. State law required the Ill. State Board of Education (ISBE) to "establish a State goal that all school districts have a wellness policy." 105 ILCS 5/2-3.139(a). ISBE complied in October 2007 by "instruct[ing] all public school districts to establish a School Wellness Policy." The federal and State laws list mandatory topics for the policy. The second sentence of this policy should be deleted if the district does not participate in the NSLA or the Child Nutrition Act.

See ISBE's numerous resources at: [www.isbe.net/Pages/Nutrition-and-Wellness.aspx](http://www.isbe.net/Pages/Nutrition-and-Wellness.aspx) and [www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx](http://www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx). Action for Healthy Kids is a national organization dedicated to overcoming the "epidemic of overweight, undernourished and sedentary youth by focusing on changes in schools;" see its resources at: [www.actionforhealthykids.org/](http://www.actionforhealthykids.org/).

This sample policy seeks to be both legally compliant and consistent with good governance principles. Both federal and State laws allow each school district to determine how the required topics are addressed. Good governance principles suggest that the board should establish goals with community and stakeholder input. The administration should determine how to achieve the goals. The board should monitor this policy by requesting and reviewing periodic implementation data.

<sup>2</sup> 7 C.F.R. §210.31(a) and (c)(1). The law requires that local school wellness policies include specific goals for nutrition promotion and education, physical activity, and school-based activities. Federal law requires consideration of evidence-based strategies and techniques when implementing school-based activities. See ISBE's *Local Wellness Policy Fact Sheet* at: [www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx](http://www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx).

For boards that need technical assistance, see:

1. The U.S. Dept. of Agriculture (USDA) at: [www.fns.usda.gov/tn/local-school-wellness-policy](http://www.fns.usda.gov/tn/local-school-wellness-policy); and
2. The Alliance for a Healthier Generation (AHG) at: [www.healthiergeneration.org/](http://www.healthiergeneration.org/).

<sup>3</sup> Pub. L. 111-296, Healthy Hunger-Free Kids Act of 2010 (HHFKA); 42 U.S.C. §1758b (local school wellness policy); 7 C.F.R. §§210.10 (meal requirements for lunches and requirements for after-school snacks) and 210.31(a) (local school wellness policy).

<sup>4</sup> *Id.*; 7 C.F.R. §210.31(c)(4) (identification of school official responsible for implementation of the policy), §210.31 (d)(2) (informing the public about the policy and making it available on an annual basis), §210.31 (d)(3) (informing the public of the progress toward meeting the goals of the policy by making triennial assessments available), and §210.31(e) (policy implementation, assessments, and updates). See also f/n 20, below.

This sample policy identifies the superintendent as the school official responsible to ensure compliance and oversee the policy. When the rules require specific identification of a school official, the policy does not include the delegation language *or designee*. **[School boards] must identify the [school official(s)] responsible for oversight of [its wellness policy] to ensure compliance. [Boards] have discretion and are the most qualified to identify the best candidate for [their wellness] policy leadership as size, resources, and needs vary greatly among [school districts].** See Federal Register Vol. 81, No. 146 at 50155 at: [www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf](http://www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf).

For boards that wish to identify a school official other than the superintendent, delete **Superintendent** and replace it with the responsible school official's title.

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual<sup>5</sup>; and
3. The community is informed about the progress of this policy's implementation.

#### Goals for Nutrition Education and Nutrition Promotion <sup>6</sup>

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*. <sup>7</sup>

#### Goals for Physical Activity <sup>8</sup>

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work

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The intent of the rule is that schools "notify households on an annual basis of the availability of the local school wellness policy information and provide information that would enable *interested households* to obtain additional details." Fed. Reg. Vol. 81, No. 146 at 50160. However, the rule states, "[i]nform the *public* about the content and implementation of the local school wellness policy, and make the policy and any updates to the policy available to the public on an annual basis."

To achieve the intent of this requirement, the regulations suggest several methods for districts, which include a common method many districts likely already use: post the policy on the websites for the *public*, and use the student handbook to distribute important information to *interested households*.

<sup>5</sup> For boards that distribute their wellness policies via student handbooks and want to list that in the text of their policies, insert "and distributed to students and their parents/guardians through student handbooks". For sample handbook language, see the Illinois Principals Association *Online Model Student Handbook (MSH)* at: [www.ilprincipals.org/msh/](http://www.ilprincipals.org/msh/).

<sup>6</sup> Goals for nutrition education and nutrition promotion are required topics, but the local board may determine what goals are appropriate. Pub. L. 108-265, Sec. 204(a)(1) and Pub. L. 111-296; 42 USC §1758b(b)(1); 105 ILCS 5/2-3.139(a)(2); and 7 C.F.R. §210.31(c)(1). Replace this policy's text with a board's own locally developed nutritional education and promotion goals.

*Nutrition promotion*, required by Pub. L. 111-296, is not well-described or defined. The Food Nutrition Service (FNS) describes *nutrition promotion* more clearly in its technical assistance materials and the proposed 7 C.F.R. Part 210 rules (Fed. Reg. Vol. 79, No. 38 at 10695), dated Feb. 26, 2014, which state, "... evidence based techniques and scientifically-based nutrition messages targeted to a specific audience to inspire and motivate them to take action and use these techniques and messages to create environments and food service venues (classroom, cafeteria, à la carte, vending machines, school stores, snack bars, fundraisers, home, etc.) that encourage healthy nutrition choices, as well as enhance and encourage participation in school meal programs."

More specific materials about nutrition education and promotion, including songs, games, posters, videos, event-planning booklets, wellness communication toolkits, school garden activities, and a graphics library, have also been developed by the FNS' Team Nutrition at: [www.fns.usda.gov/tn/team-nutrition](http://www.fns.usda.gov/tn/team-nutrition).

Technical assistance for:

Nutritional promotion at: [www.fns.usda.gov/tn/local-school-wellness-policy](http://www.fns.usda.gov/tn/local-school-wellness-policy).

Goals development for and implementation of nutrition education and promotion are available from AHG at: [www.healthiergeneration.org/](http://www.healthiergeneration.org/).

<sup>7</sup> 105 ILCS 5/27-215(a)(1), added by P.A. 104-391, and 23 Ill.Admin.Code §1.420(n).

<sup>8</sup> This is a required topic, but the local board may determine what goals are appropriate. 105 ILCS 5/2-3.139(a)(2); 42 USC §1758b(b)(1); and 7 C.F.R. §210.31(a) and (c)(1).

cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See Board policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.<sup>9</sup>

- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See Board policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.<sup>10</sup>
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).<sup>11</sup>

### Goals for Other School-Based Activities<sup>12</sup>

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

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<sup>9</sup> 105 ILCS 5/27-705 and 27-710, amended and renumbered by P.A. 104-391; 23 Ill.Admin.Code §1.425. See also f/n 32 in sample policy 6:60, *Curriculum Content*. For standards-based lesson plans and curricula for pre-kindergarten through grade 8, classroom-based lesson plans, recipes, guidance to improve the quality of school meals, and other materials for nutrition education and promotion, including songs, games, posters, videos, event-planning booklets, wellness communication toolkits, school garden activities, and a graphics library, see the resources developed by the FNS' Team Nutrition at: [www.fns.usda.gov/tn/team-nutrition](http://www.fns.usda.gov/tn/team-nutrition).

<sup>10</sup> *Id.* This policy's sample text is based upon federal and State goals while sample policy 6:60, *Curriculum Content*'s text is based only upon State curriculum requirements that require a minimum of three days of physical education per five-day week. Ensure the text in this policy's goal aligns with the district's practice stated in policy 6:60, *Curriculum Content*, for meeting the minimum requirements of 23 Ill.Admin.Code §1.425(b).

<sup>11</sup> Schools must "set student learning objectives which meet or exceed goals established by the State." 105 ILCS 5/2-3.63. The *Learning Standards* can be found on ISBE's website at: [www.isbe.net/Pages/Standards-Courses.aspx](http://www.isbe.net/Pages/Standards-Courses.aspx). See State goals 19-24 for physical education and health at: [www.isbe.net/Documents/Goals-19-24-and-Perf-Descrip.pdf](http://www.isbe.net/Documents/Goals-19-24-and-Perf-Descrip.pdf).

105 ILCS 5/27-720, renumbered by P.A. 104-391, describes physical fitness assessments required for grades 3-12 in an effort to meet State Goal 20 of the *Illinois Learning Standards for Physical Development and Health*. See also 23 Ill.Admin.Code §1.425(f) and (h); ISBE's *IL Fitness Assessments and Data Reporting Requirements Questions and Answers* (Rev. Nov. 2025) at: [www.isbe.net/Documents/Physical\\_Fitness\\_Assessment\\_FAQ.pdf](http://www.isbe.net/Documents/Physical_Fitness_Assessment_FAQ.pdf).

<sup>12</sup> This is a required topic, but the local board may determine what goals are appropriate. 42 USC §1758b(b)(1); 7 C.F.R. §210.31(c)(1). The third sample goal comes from ISBE's *Local Wellness Policy Template for Schools*, which was formerly available on ISBE's website.

### Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited <sup>13</sup>

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules). <sup>14</sup>

In addition, in order to promote student health and reduce childhood obesity,<sup>15</sup> the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards. <sup>16</sup>

*Competitive foods* standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives. <sup>17</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>13</sup> The policy must include the nutrition guidelines selected by the board for "all foods available during the school day with the objective of promoting student health and reducing childhood obesity." Pub. L. 108-265, Sec. 204(a)(2); 105 ILCS 5/2-3.139(a)(1); and 7 C.F.R. §§210.10 and 210.31(a), (c)(2), and (c)(3)(i)-(iv). 42 U.S.C. 1758b(b)(2)(A) requires that each local school wellness policy include nutrition guidelines for all foods and beverages available for sale on the school campus during the school day to ensure they are consistent with the statutory and regulatory provisions governing school meals (7 C.F.R. §§210.10, 220.8 and 220.10) and competitive foods (7 C.F.R. §210.11) as applicable.

Prior to July 2016 when 7 C.F.R. § 210.10 and 7 C.F.R. § 210.31(c) (respectively) became effective, the current *Dietary Guidelines for Americans* published jointly by the U.S. Depts. of Health and Human Services and Agriculture (USDA) were used as nutrition guidelines.

<sup>14</sup> 7 C.F.R. §§210.10 (meal requirements for lunches and requirements for afterschool snacks); 210.11(c) (general nutrition standards for competitive food, i.e., *Smart Snacks*); and 210.31(a) and (c) (encompassing all other nutrition requirements, including foods not sold to students during the school day (classroom parties)).

<sup>15</sup> 7 C.F.R. §210.31(c)(3)(iv).

<sup>16</sup> 7 C.F.R. §§210.11(a)(2) and 210.31(c)(3)(iii); 23 Ill. Admin. Code §305.5. For a definition of *competitive foods*, see sample administrative procedure 4:120-AP, *Food Services; Competitive Foods; Exemptions*.

<sup>17</sup> 7 C.F.R. §210.31(c)(2). This sample policy does not apply competitive food standards to foods not sold in schools; i.e., foods that students bring into the school from home, etc.

The final [federal] rule does not require that local school wellness policy standards for *foods provided in schools during the school day but not available for sale* conform to the school meal requirements or the competitive foods standards. In fact, the preamble to the final rule reiterates this saying, "[a]gain, it should be noted that with regard to foods provided, but not sold, in schools, local jurisdictions have the discretion to adopt standards that conform to [the competitive food standards] or to adopt more or less stringent standards." Similarly, the preamble to the final rule clearly states the rule does not require school boards to address standards for food brought from home for individual consumption. See Federal Register Vol. 81, No. 146 at 50158 at: [www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf](http://www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf). Emphasis added.

This sample policy adopts less stringent standards for foods not sold in schools. For boards that wish to adopt standards that conform to the competitive food standards or apply even more stringent standards to foods available, but not sold during the school day, delete the last sentence of this **Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited** subhead: ~~*Competitive foods* standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., foods for classroom parties, school celebrations, and reward incentives.~~ and choose one of the following sentences to replace it:

**Option 1:** The District applies competitive foods standards listed in Board policy 4:120, *Food Services*, to foods available, but not sold, in schools.

### Exempted Fundraising Day (EFD) Requests <sup>18</sup>

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District’s related procedure(s), contact the Superintendent or designee. The District’s procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

### Guidelines for Reimbursable School Meals <sup>19</sup>

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program. <sup>20</sup>

### Unused Food Sharing Plan <sup>21</sup>

In collaboration with the District’s local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students. <sup>22</sup>
2. Implement the Plan throughout the District.

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**Option 2:** The District applies more stringent standards than the competitive foods standards to foods available, but not sold, in schools. These include [list the chosen standards to foods available, but not sold, in schools].

The AHG encourages school officials to consider prohibiting foods as a reward and using the *Smart Snacks* standards for foods available, but not sold during the school day. However, enforcing such standards against students who are sent to school with snacks from their parents/guardians is difficult and may be considered overreach. Further, such a standard may open the district to challenges. Consult the board attorney about enforcement of standards that meet the *competitive foods* standards – or even more stringent standards – upon foods available, but not sold during the school day, i.e., choosing Options 1 or 2, above.

<sup>18</sup> Required by 23 Ill.Admin.Code §305.15(c)(2), 7 C.F.R. §§210.11(b)(4) and (c)(2) and 210.31(c)(3) for participating schools that want to grant EFDs.

For elementary districts, delete these sentences: ~~The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District’s related procedure(s), contact the Superintendent or designee. The District’s procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.~~

For high school districts, delete this sentence: ~~EFDs are prohibited for grades eight and below in participating schools.~~

Detailed procedures are subject to change and are too complicated for policy text. This policy seeks to balance the requirement to include procedures in the policy for requesting an EFD by providing information about the initial steps and directing the superintendent or designee to inform the requestor of the current procedure. For a list of the number of available EFDs and a more detailed sample step-by-step procedure to request them, see sample administrative procedure 4:120-AP, *Food Services; Competitive Foods; Exemptions*.

<sup>19</sup> Inclusion in the policy is required for only those districts that participate in a program authorized by the NSLA or the Child Nutrition Act.

<sup>20</sup> Child Nutrition Act of 1966 (42 U.S.C. §1771 *et seq.*) and NSLA (42 U.S.C. §1758).

<sup>21</sup> 105 ILCS 5/2-3.189.

<sup>22</sup> *Needy students* is not defined by 105 ILCS 5/2-3.189.

3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.<sup>23</sup>
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District's community. *Properly* means in accordance with all federal regulations and State and local health and sanitation codes.

#### Monitoring<sup>24</sup>

At least every three years, the Superintendent shall provide implementation data and/or reports to the Board concerning this policy's implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report).<sup>25</sup> This triennial report must include without limitation each of the following:

- An assessment of the District's implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment<sup>26</sup>

The Board will monitor and adjust the policy pursuant to Board policy 2:240, *Board Policy Development*.

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<sup>23</sup> Required for districts that participate in child nutrition programs, the National School Lunch Program and National School Breakfast Program, the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP). See 105 ILCS 5/2-3.189.

Delete number 3 *only if* the district participates in none of the programs listed.

Food sharing plans will depend on many local factors and require local health department involvement, so because of that, a sample **PRESS** administrative procedure is not practical and does not exist.

<sup>24</sup> The policy must establish a plan for measuring implementation of the local wellness policy, including designation of one or more persons within the local educational agency at each school, as appropriate, charged with operational responsibility for ensuring that the school meets the local wellness policy. Pub. L. 108-265, Sec. 204(a)(4); 105 ILCS 5/2-3.139(a)(4); and 7 C.F.R. §210.31(c)(5), (6), and (e)(1). 105 ILCS 5/27-235(a), renumbered by P.A. 104-391, requires ISBE to develop and maintain a nutrition and physical activity best practices database. Materials may be found at: [www.isbe.net/Pages/Nutrition-and-Wellness.aspx](http://www.isbe.net/Pages/Nutrition-and-Wellness.aspx).

<sup>42</sup> U.S.C. §1758b(b)(5)(A) (Pub. L. 111-296) requires the public to receive periodic measures with the listed items. The accepted practice is annual reports. There is very little guidance to assist school districts in complying with this requirement. Without guidance, to ensure compliance, superintendents should contact their Regional Office of Education or Intermediate Service Center regarding their school districts' efforts to comply with this requirement. Guidance to help school districts conduct a triennial evaluation of local wellness policies is available at: <https://www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx>

<sup>25</sup> 7 C.F.R. §210.31(e)(2)(i)-(iii) and (3).

<sup>26</sup> *Id.* and §210.31(f); see also the Local Records Act, 50 ILCS 205/. It governs retention of district records; its definition of *public record* is narrower than the definition in the Freedom of Information Act. These communications must be retained only when they contain: (1) evidence of the district's organization, function, policies, procedures, or activities, or (2) informational data appropriate for preservation. Consult the board attorney for a more thorough analysis and a legal opinion about how to meet both of the federal records retention requirements discussed in f/n 29, below, and the Local Records Act.

## Community Involvement <sup>27</sup>

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to Board policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in Board policy 8:10, *Connection with the Community*. <sup>28</sup>

## Recordkeeping <sup>29</sup>

The Superintendent shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

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<sup>27</sup> A board must establish a plan in its wellness policy for involving parents, students, and representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development of the school wellness policy. Pub.L. 108-265, Sec. 204(a)(5); 42 U.S.C. §1758b(b)(3) (Pub.L. 111-296); 105 ILCS 5/2-3.139(a)(3); 7 C.F.R. §210.31(c)(5) (requirement to describe involvement plan in policy), and 7 C.F.R. §210.31(d)(1) (requirement to allow certain stakeholders to participate in policy development, etc.).

School districts have discretion in exactly how they implement this requirement, and [e]ach [school district] is best suited to determine the distinctive needs of the community it serves. See Federal Register Vol. 81, No. 146 at 50155 at: [www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf](http://www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf).

This requirement's awkward wording notwithstanding, a board may take compliance steps by:

Seeking community input or involvement during this policy's adoption and monitoring phases, and inviting suggestions and comments during the public comment portion of board meetings from time to time. This method aligns with sample policies 2:140, *Communications To and From the Board*, and 2:240, *Board Policy Development*.

Establishing a "local school wellness committee." This method is discussed in the preamble to 7 C.F.R. §210.31(d)(1), which suggests "identifying individuals" to serve on a "local school wellness policy committee." **However, the final text of 7 C.F.R. §210.31(d)(1) does not specifically require districts to establish a local school wellness policy committee – only that they "permit [groups listed in the policy above] to participate ...."** See also the citation to the Federal Register, in the second paragraph of this f/n, above, discussing policy implementation discretion.

The default text of this policy does not establish a local school wellness committee. For a district that wants to appoint or approve a local school wellness committee, add the following optional sentence as the last sentence of this subhead: "As necessary, the Superintendent or designee will convene a Wellness Committee with at least one representative from each of the listed groups." Also list the Wellness Committee in sample administrative procedure 2:150-AP, *Superintendent Committees*. As much of the work of developing a plan to involve local stakeholders is administrative/staff work rather than governance work, best practice is for a Wellness Committee be an administrative committee, but consult the board attorney for guidance. See f/n 3 in sample policy 2:150, *Committees*, for a discussion of Open Meetings Act implications of the Wellness Committee being a board committee.

If a board wants to comply with the USDA's *encouragement* to include Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators or educators in the group to provide input about the policy, add:

“, Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators, educators” to the end of the first sentence in this subhead, immediately before: “, and community.”

<sup>28</sup> If a board has not adopted the **Community Engagement** subhead in policy 8:10, *Connection with the Community*, delete the phrase at the end of the second sentence: “Individuals shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in policy 8:10, *Connection with the Community*.”

A board may also choose to post this policy on its website and include it in the student handbook.

<sup>29</sup> 7 C.F.R. §210.31(f). Records must include: (1) the policy; (2) documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public; and (3) documentation of the triennial assessment of the local school wellness policy for each school under its jurisdiction.

See f/n 26, above regarding the Local Records Act and sample administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*.

- LEGAL REF.: Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.  
42 U.S.C. §1751 et seq., Richard B. Russell National School Lunch Act.  
42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.  
42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.  
42 U.S.C. §1779; 7 C.F.R. §§210.11 and 210.31.  
50 ILCS 205/, Local Records Act.  
105 ILCS 5/2-3.139 and 5/2-3.189.  
23 Ill.Admin.Code Part 305, Food Program.  
ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.
- CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

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While 7 C.F.R. §210.31(f) does not require the policy text to state what records must be kept, a board that wants to include that information may insert the following text: "Records must include: (1) this policy; (2) documentation demonstrating compliance with community involvement, including requirements to make the policy and triennial assessments available to the public; and (3) documentation of the triennial assessment of this policy for each school under its jurisdiction."

## **Instruction**

### **Student Social and Emotional Development**<sup>1</sup>

Social and Emotional Learning (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.<sup>2</sup>

The Superintendent shall incorporate SEL into the District's curriculum and other educational programs consistent with the District's mission and the goals and benchmarks of the Ill. Learning Standards.<sup>3</sup> The Ill. Learning Standards include three goals for students:<sup>4</sup>

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into the District's curriculum and other educational programs may include but is not limited to:<sup>5</sup>

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age- and culturally appropriate classroom instruction, and District-wide and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.<sup>6</sup>

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<sup>1</sup> State law requires this subject matter be covered by policy. 405 ILCS 49/15(b).

<sup>2</sup> This text paraphrases the definition in the Ill. Children's Mental Health Partnership's 2005 Strategic Plan for Building a Comprehensive Children's Mental Health System in Illinois, pg. 73, Appendix C, starting at pg. 69. The Children's Mental Health Partnership's annual reports are available at: <https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/child-health/icmhp.html>.

<sup>3</sup> Required by the Children's Mental Health Act, 405 ILCS 49/1 et seq. ISBE incorporated social and emotional development standards into the Ill. Learning Standards. For more information see: [www.isbe.net/sel](http://www.isbe.net/sel). School social workers may implement a continuum of social and emotional education programs and services in accordance with students' needs. 405 ILCS 49/15(b).

<sup>4</sup> The goals, along with their benchmarks, performance descriptors and indicators are available at the link in f/n 3, above.

<sup>5</sup> The objectives are a matter of local school board discretion. A board may replace the sample objectives with its own local objectives. This sample policy lists the ISBE's SEL goals found on ISBE's website, cited in f/n 3, above.

<sup>6</sup> 20 ILCS 1705/76 requires the Ill. Dept. of Human Services (IDHS) to create and maintain an online mental health database and resource page on its website with mental health resources to: (1) assist school social workers, school counselors, parents, teachers, and school support personnel with the goal of connecting them with mental health resources related to bullying and school shootings; and (2) encourage information sharing among educational administrators, school security personnel, and school resource officers. See the IDHS *School Based Mental Health Database* at: [www.dhs.state.il.us/page.aspx?item=118331](http://www.dhs.state.il.us/page.aspx?item=118331).

20 ILCS 1705/76.2, added by P.A. 103-222, requires IDHS to partner with ISBE to provide technical assistance for the provision of mental health care for students during school days.

2. Ongoing staff professional development and support to promote students' SEL development.<sup>7</sup>
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.<sup>8</sup>
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.<sup>9</sup>
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions<sup>10</sup> that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.
7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.<sup>11</sup>

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105 ILCS 5/27-1080, added by P.A. 103-764 and renumbered by P.A. 104-391, allows districts to provide students with at least 20 minutes per week of *relaxation activities* to enhance students' mental and physical health as part of the school day. *Relaxation activities* may include mindful-based movements, yoga, stretching, meditation, breathing exercises, guided relaxation techniques, quiet time, walking, in-person conversation, and other stress-relieving activities. *Relaxation activities* may take place during a P.E. class, social emotional learning class, or student-support or advisory class or as a part of another similar class.

<sup>7</sup> See SEL resources to support instruction of the Ill. Learning Standards at: <https://ilclassroomtech.weebly.com/social-emotional-learning.html>. See professional development resources at: <https://casel.org/state-resource-center/professional-development/#state-resource-center-professional-development>.

<sup>8</sup> The Ill. Children's Mental Health Partnership provides resources for youth, caregivers, and professionals. See f/n 2, above.

<sup>20</sup> ILCS 1705/11.4, added by P.A. 103-546, requires IDHS to create and maintain an online care portal to serve as a central resource for families with children who have significant and complex behavioral health needs. See the care portal, Behavioral Health Care and Ongoing Navigation (BEACON), at: <https://beacon.illinois.gov/>. IDHS, in coordination with various state agencies, is to develop training and communication for school districts, hospital social workers, and system partners to demonstrate how individuals can assist a family seeking youth behavioral health services.

<sup>9</sup> Information about Early Childhood Mental Health Consultation is available at: [www.iecmhc.org/](http://www.iecmhc.org/).

<sup>10</sup> 305 ILCS 5/5-5.23(g) created the *Family Support Program* (FSP) in the Ill. Dept. of Healthcare and Family Services. FSP is a restructure of the former Individual Care Grant program. Its purpose is to enable early treatment of youth, emerging adults, and transition-age adults with a serious mental illness or serious emotional disturbance. Eligibility criterion for FSPs are established at 89 Ill. Adm. Code Part 139.

<sup>11</sup> For information on this objective, see ISBE's Comprehensive System of Learning Supports at: [www.isbe.net/Pages/Learning-Supports.aspx](http://www.isbe.net/Pages/Learning-Supports.aspx). Information about school climate is available from ISBE at: [www.isbe.net/Pages/School-Climate.aspx](http://www.isbe.net/Pages/School-Climate.aspx).

LEGAL REF.: 405 ILCS 49/, Children's Mental Health Act.

CROSS REF.: 1:30 (School District Philosophy), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

## **Instruction**

### **Using Animals in the Educational Program**<sup>1</sup>

Animals may be brought into school facilities for educational purposes according to procedures developed by the Superintendent assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.<sup>2</sup>

#### **Animal Experiments**

Experiments on living animals are prohibited; however, behavior studies that do not impair an animal's health or safety are permissible.<sup>3</sup>

#### **Animal Dissection**

The dissection of dead animals or parts of dead animals shall be allowed in the classroom only when the dissection exercise contributes to or is a part of an illustration of pertinent study materials. All dissection of animals shall be confined to the classroom and must comply with the School Code.

Students who object to performing, participating in, or observing the dissection of animals are excused from classroom attendance without penalty during times when such activities are taking place.<sup>4</sup> No student will be penalized or disciplined for refusing to perform, participate in, or observe a dissection. The Superintendent or designee shall inform students of: (1) their right to refrain from performing, participating in, or observing dissection, and (2) which courses contain a dissection unit and which of those courses offers an alternative project.<sup>5</sup>

LEGAL REF.: 105 ILCS 5/2-3.122 and 5/27-265.  
105 ILCS 5/112, Dissection Alternatives Act.

CROSS REF.: 6:40 (Curriculum Development)

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<sup>1</sup> State or federal law controls this policy's content.

<sup>2</sup> This paragraph is optional and is not controlled by State or federal statute or rule.

<sup>3</sup> This sentence's first clause is required by 105 ILCS 5/27-265, renumbered by P.A. 104-391; the clause after the semi-colon is a reasonable interpretation that will allow the use of mouse-mazes.

<sup>4</sup> 105 ILCS 112/25 prohibits schools from penalizing a student who refuses to perform, participate in, or observe dissection.

<sup>5</sup> ISBE's guidelines for helping schools give notice to students, parents, teachers, and administrators are available at: [www.isbe.net/Documents/alternatives\\_dissection\\_2000.pdf#search=dissection](http://www.isbe.net/Documents/alternatives_dissection_2000.pdf#search=dissection). State law does not require that objecting students receive an alternative project. Instead, it says that the student may be given an alternative project that provides the student, through means other than dissection, with knowledge similar to that expected to be gained during the dissection project.

## Instruction

### Migrant Students <sup>1</sup>

The Superintendent will develop and implement a program to address the needs of migrant children in the District in accordance with federal law.

This program will:

1. Identify migrant students and assess their educational and related health and social needs.
2. Provide a full range of services to migrant students through appropriate local, State, and federal educational programs,<sup>2</sup> including applicable Title I programs, special education, gifted education, vocational education, language programs, counseling programs, and elective classes.
3. Provide migrant students with full and appropriate opportunities to meet the same challenging State academic standards that all children are expected to meet.<sup>3</sup>
4. Provide, to the extent feasible:<sup>4</sup>
  - a. Advocacy and outreach programs to migrant children and their families, including helping such children and families gain access to other education, health, nutrition, and social services,
  - b. Professional development programs, including mentoring, for District staff,
  - c. Family literacy programs,
  - d. The integration of information technology into educational and related programs, and
  - e. Programs to facilitate the transition of secondary school students to postsecondary education or employment.<sup>5</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> Federal law controls this policy's content. The first sentence of this policy allows a school board to consider the goals for its migrant education program and to amend the sample policy accordingly. The *Migrant Education Program* is a federally funded program authorized under Title I, Part C, of the Elementary and Secondary Education Act (ESEA). 20 U.S.C. §6391 *et seq.*; 34 C.F.R. §200.81 *et seq.* This policy may be deleted if the district does not receive Title I funds under the ESEA.

To qualify for the program, a migrant child must: (1) be younger than the age of 22, (2) have not earned a high school diploma or an equivalent degree, (3) have moved on his/her own as a migratory worker or with/to join/to precede a parent, spouse or guardian who is a migratory worker; and (4) have moved within the preceding 36 months due to economic necessity, from one school district to another, and from one residence to another. 20 U.S.C. §6399; see also [www.isbe.net/Pages/Migrant-Education-Program.aspx](http://www.isbe.net/Pages/Migrant-Education-Program.aspx). Although most of the requirements are directed to State agencies, local school districts that receive State money for these programs will be held to many of the same requirements by the State. For additional information, see ISBE's collection of material about the Migrant Education Program in Illinois at [www.isbe.net/Pages/Migrant-Education-Program.aspx](http://www.isbe.net/Pages/Migrant-Education-Program.aspx).

105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, requires that schools in the State, "[p]rotect the integrity of school learning environments for all children, so that no parent is discouraged from sending and no child is discouraged from attending school, including from the threat of immigration enforcement or other law enforcement activity on a school campus." Consult the board attorney for guidance on the intersection of federal and State law related to migrant students. See also sample policy 7:150, *Agency and Law Enforcement Requests*.

<sup>2</sup> 20 U.S.C. §§ 6394(b)(1)(A), 6396(a)(1)(E).

<sup>3</sup> 20 U.S.C. §§ 6391(3), 6394(b)(2), 6396(a)(1)(C).

<sup>4</sup> 20 U.S.C. §6394(c)(7).

<sup>5</sup> For an elementary school district that wants to delete subsection e, amend 4(c)-4(e) as follows:

- c. Family literacy programs, and

- f. Programs, activities, and procedures for the engagement of parents/guardians and family members of migrant students in an understandable format and language. <sup>6</sup>

Migrant Education Program for Parent/Guardian and Family Member Engagement

Parents/guardians and family members of migrant students will be involved in and regularly consulted about the development, implementation, operation, and evaluation of the migrant program.

Parents/guardians and family members of migrant students will receive instruction regarding their role in improving the academic achievement of their children.

LEGAL REF.: 20 U.S.C. §6318.  
20 U.S.C. §6391 et seq., Education of Migratory Children.  
34 C.F.R. §200.81 et seq.

CROSS REF.: 6:170 (Title I Programs), 7:150 (Agency and Law Enforcement Requests)

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d. The integration of information technology into educational and related programs, ~~and~~

e. ~~Programs to facilitate the transition of secondary school students to postsecondary education or employment.~~

<sup>6</sup> 20 U.S.C. §6394(c)(3).

## Instruction

### Title I Programs <sup>1</sup>

The Superintendent or designee shall pursue funding under Title I, Improving the Academic Achievement of the Disadvantaged, of the Elementary and Secondary Education Act, to supplement instructional services and activities in order to improve the educational opportunities of educationally disadvantaged or deprived children.

All District schools, regardless of whether they receive Title I funds, shall provide services that, taken as a whole, are substantially comparable. Teachers, administrators, and other staff shall be assigned to schools in a manner that ensures equivalency among the District's schools. Curriculum materials and instructional supplies shall be provided in a manner that ensures equivalency among the District's schools. <sup>2</sup>

### Title I Parent and Family Engagement

The District maintains programs, activities, and procedures for the engagement of parents/guardians and families of students receiving services, or enrolled in programs, under Title I. These programs, activities, and procedures are described in District-level and School-level plans.

#### District-Level Parent and Family Engagement Plan <sup>3</sup>

The Superintendent or designee shall develop a District-Level Parent and Family Engagement Plan (District Plan) according to Title I requirements. This District Plan shall contain: (1) the District's expectations for parent and family engagement, (2) specific strategies for effective parent and family engagement activities to improve student academic achievement and school performance, and (3) other provisions as required by federal law. The Superintendent or designee shall ensure that the District Plan is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. **This policy is mandatory for any district that receives or plans to receive Title I funds.** Title I is part of the Elementary and Secondary Education Act (ESEA). 20 U.S.C. §6301 *et seq.* It was amended by the Every Student Succeeds Act. Pub. L. 114-95. To comply with ESEA, a board must also incorporate by reference the district's exhibits 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan*, and 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*. These exhibits contain all legally required components and are compatible with sample templates contained in the U.S. Dept. of Education's non-regulatory guidance titled *Parent and Family Engagement* (2025), at: [www.ed.gov/media/document/parent-and-family-engagement-guidance-2025-109202.pdf](http://www.ed.gov/media/document/parent-and-family-engagement-guidance-2025-109202.pdf).

**Note:** On December 15, 2015, the Every Student Succeeds Act (ESSA) amended multiple laws, including ESEA. If a source cites to ESEA through ESSA (as *Parent and Family Engagement* does), it uses ESSA's phrasing and states "Section 1116 of the ESEA." In contrast, materials that cite directly to ESEA, as **PRESS** does, cite to 20 U.S.C. §6318. These citations both reference the same law.

<sup>2</sup> This paragraph, or similar language, is mandatory for each district receiving Title I funds. 20 U.S.C. §6321(c)(2)(A)(iii).

<sup>3</sup> 20 U.S.C. §6318(a)(2) requires each district receiving Title I funds to "develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy." This requirement is accomplished in this sample policy by mandating the superintendent or designee to develop a District-Level Parent and Family Engagement Plan, according to Title I requirements. A sample District-Level Parent and Family Engagement Plan is contained in 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan*. A sample process for developing a parent and family engagement compact is contained in 6:170-AP1, *Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs*.

#### School-Level Parent and Family Engagement Plan <sup>4</sup>

Each Building Principal or designee shall develop a School-Level Parent and Family Engagement Plan (School Plan) according to Title I requirements. This School Plan shall contain: (1) a process for continually involving parents/guardians in its development and implementation, (2) how parents/guardians, the entire school staff, and students share the responsibility for improved student academic achievement, (3) the means by which the school and parents/guardians build and develop a partnership to help children achieve the State's high standards, and (4) other provisions as required by federal law. Each Building Principal or designee shall ensure that the School Plan is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

#### Incorporated

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| by Reference: | 6:170-AP1, E1 (District-Level Parent and Family Engagement Plan) and 6:170-AP1, E2 (School-Level Parent and Family Engagement Plan)                                                                                                                                                                                                                                                                                                                                                            |
| LEGAL REF.:   | 20 U.S.C. §§6301-6514, Title I of the Elementary and Secondary Education Act.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| CROSS REF.:   | 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 5:190 (Teacher Qualifications), 5:280 (Duties and Qualifications), 6:15 (School Accountability), 6:140 (Education of Homeless Children), 6:145 (Migrant Students), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 8:95 (Parental Involvement) |

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<sup>4</sup> 20 U.S.C. §6318(b)(1) requires each school served under Title I to “jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f).” This requirement is accomplished in this sample policy by mandating the building principal or designee to develop a School-Level Parent and Family Engagement Plan, according to Title I requirements. A sample School-Level Parent and Family Engagement Plan is contained in 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*. A sample process for developing a parental involvement compact is contained in 6:170-AP1, *Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs*.

## Instruction

### Extended Instructional Programs <sup>1</sup>

The District may offer the following programs in accordance with State law and the District's educational philosophy:

1. Nursery schools for children between the ages of two and six years. <sup>2</sup>
2. Before-and after-school programs for students in grades K-6. <sup>3</sup>
3. Child care and training center for pre-school children and for students whose parents work. <sup>4</sup>
4. Model day care services program in cooperation with the Ill. State Board of Education. <sup>5</sup>
5. Tutorial program. <sup>6</sup>
6. Adult education program. <sup>7</sup>
7. Outdoor education program. <sup>8</sup>
8. Summer school, whether for credit or not. <sup>9</sup>
9. Independent study, whether for credit or not. <sup>10</sup>
10. Support services and instruction for students who are, or whose parents/guardians are, chemically dependent. <sup>11</sup>

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<sup>1</sup> State or federal law controls this policy's content. However, all programs listed in this policy are optional. The district may charge a fee for programs numbered 1-4, 6, 8, 9, and 14. Delete the sentences that the board does not offer.

<sup>2</sup> 105 ILCS 5/10-23.2.

<sup>3</sup> 105 ILCS 5/10-22.18b. A school district may offer a course on hunting safety as part of its curriculum during the school day or as part of an *after-school program*. 105 ILCS 5/27-1060, renumbered by P.A. 104-391. Unlike the before-and-after-school programs authorized by 105 ILCS 5/10-22.18b, no grade levels are specified for the hunting safety course or the after-school program in which it may be offered. Id.

<sup>4</sup> 105 ILCS 5/10-22.18a.

<sup>5</sup> 105 ILCS 5/10-22.18c. Student parents cannot be charged a fee for such day care services, however school personnel who use the services may be charged a fee. Id.

<sup>6</sup> 105 ILCS 5/10-22.20c.

<sup>7</sup> 105 ILCS 5/10-22.20. A school board may appoint a director of adult education. 105 ILCS 5/10-22.20b.

<sup>8</sup> 105 ILCS 5/10-22.29.

<sup>9</sup> 105 ILCS 5/10-22.33A and 5/10-22.33B. Each course offered for high school graduation must provide at least 60 hours of classroom instruction for the equivalent of one semester of high school course credit. 105 ILCS 5/27-905. 105 ILCS 5/10-22.33B authorizes districts to conduct a *high-quality* summer school program. Students at risk in language arts or mathematics may be required to attend such programs. 105 ILCS 5/10-22.33A permits districts "to fix and collect a charge for attendance at such courses in an amount not to exceed the per capita cost of the operation" or to waive such charges if the family of a pupil is indigent or if the pupil is required to attend such courses.

<sup>10</sup> Independent study allows students to expand their knowledge in curricular areas not offered as part of the district's basic program.

<sup>11</sup> 105 ILCS 5/27-255, added by P.A. 104-391. Such services and instruction may be offered as part of existing curricula during the school day or as part of an after-school program. Id.

11. Anti-bias education and activities to address intergroup conflict resolution. <sup>12</sup>
12. Volunteer service credit program. <sup>13</sup>
13. Vocational academy. <sup>14</sup>
14. Advanced vocational training and/or career education program. <sup>15</sup>

LEGAL REF.: 105 ILCS 5/10-22.18a, 5/10-22.18b, 5/10-22.18c, 5/10-22.20, 5/10-22.20a, 5/10-22.20b, 5/10-22.20c, 5/10-22.29, 5/10-22.33A, 5/10-22.33B, 5/10-23.2, 5/27-255, 5/27-905, 5/27-1035, and 5/27-1050.  
105 ILCS 433/, Vocational Academies Act.

CROSS REF.: 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 6:320 (High School Credit for Proficiency)

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<sup>12</sup> 105 ILCS 5/27-1050, renumbered by P.A. 104-391. The statutory objectives of such a program are to “improve intergroup relations on and beyond the school campus, defusing intergroup tensions, and promoting peaceful resolution of conflict.” A board that adopts a policy to incorporate activities to address anti-bias education and intergroup conflict resolution shall make certain information available to the public and include it on the district’s website, if any, and make it available in the district’s offices upon request. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. Districts may also include the information in a student handbook and in district newsletters. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH), at: <https://ilprincipals.org/msh/>.

See also f/n 23 in sample policy 6:60, *Curriculum Content*, and ensure that these policies align. Consult the board attorney if the district wishes to offer intergroup conflict resolution separately from anti-bias education; it is unclear whether these topics may be offered separately because the law lists them together.

<sup>13</sup> 105 ILCS 5/27-1035. For secondary school students only. *Id.*

<sup>14</sup> Vocational Academies Act. 105 ILCS 433/. The Act’s purpose is to “integrate workplace competencies and career and technical education with core academic subjects.” School districts are permitted to partner with community colleges, local employers, and community-based organizations to establish a vocational academy that functions as a 2-year school within a school for grades 10 through 12. Grant funds may be available from ISBE at: [www.isbe.net/Pages/Grants.aspx](http://www.isbe.net/Pages/Grants.aspx).

<sup>15</sup> 105 ILCS 5/10-22.20a, permits districts to enter joint agreements with community college districts and other school districts to provide career education or advanced vocational training to students in grade 11 and higher to prepare for a trade. The duration of such program may not exceed two years for any district pupil. Participating community colleges may bill participating districts, but payments may not exceed actual operating costs. Participating high schools may use State aid monies to pay the charges. *Id.*

## Students

### Harassment of Students Prohibited <sup>1</sup>

No person, including a District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity<sup>2</sup>; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened

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<sup>1</sup> State or federal law requires this subject matter be covered by policy, controls this policy's content, and 105 ILCS 5/10-20.71 requires that every two years, each district within an Illinois county served by an accredited Children's Advocacy Center review all its existing sexual abuse investigation policies and procedures to ensure consistency with 105 ILCS 5/22-85. Each district must also have a policy on bullying. 105 ILCS 5/22-110, amended by P.A. 103-47 and renumbered by P.A. 104-391; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

This policy's list of protected classifications aligns with the list in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The protected classifications are found in 105 ILCS 5/22-110(a), amended by P.A. 103-47 and renumbered by P.A. 104-391; 775 ILCS 5/1-103; 23 Ill.Admin.Code §1.240.

The list of protected classifications in sample policy 7:10, *Equal Educational Opportunities*, is different – it does not contain the classifications that are exclusively identified in the bullying statute. *Id.*

The Ill. Human Rights Act (IHRA) and an Ill. State Board of Education (ISBE) rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/5-101(A)(11); 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103. Additionally, *race* is defined to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5). 775 ILCS 5/1-102(A) added *order of protection status* to its list of protected categories. IHRA's jurisdiction regarding schools as a public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying access to facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2. It is also a violation of IHRA if a district is aware of an employee or agent's harassment towards a student but fails to take appropriate action to stop the harassment. 775 ILCS 5/5A-101 and 102, amended by P.A. 103-472.

<sup>2</sup> See f/n 4 in sample policy 7:10, *Equal Educational Opportunities*, for a discussion about Executive Order (EO) 2019-11 establishing the Affirming and Inclusive Schools Task Force (Task Force) that made policy and administrative procedure recommendations to ISBE that are discussed in its publication *Sample District Policy and Administrative Procedures* at [www.isbe.net/supportallstudents](http://www.isbe.net/supportallstudents).

For boards that want to incorporate ISBE's sample policy recommendation, insert the following in place of "gender identity;": gender; gender identity (whether or not traditionally associated with the student's sex assigned at birth);

**If the board inserts this option, it must also insert the options in f/ns 4 and 9 of policy 7:10, *Equal Educational Opportunities*, but note the protected statuses list in this policy is different and should not be copied from here into 7:10, *Equal Educational Opportunities*.**

or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.<sup>3</sup>

### Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.<sup>4</sup> See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

### Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the student is comfortable speaking.<sup>5</sup>

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination

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<sup>3</sup> This list of examples of prohibited conduct is optional. While hate speech is not specifically mentioned in this paragraph, any hate speech used to harass or intimidate is banned. Hate speech without accompanying misconduct may be prohibited in response to actual incidents when hate speech interfered with the educational environment. West v. Derby Unified Sch. Dist., 206 F.3d 1358 (10th Cir. 2000).

<sup>4</sup> Two laws apply to sexual harassment of students in Illinois. Title IX of the Education Amendments of 1972 (Title IX) prohibits sexual harassment in any educational program or activity receiving federal financial assistance. 20 U.S.C. §1681. Title IX defines sexual harassment as conduct on the basis of sex that meets one or more of the following: (1) a district employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it denies a person equal access to the District's education program or activity; or (3) *sexual assault, dating violence, domestic violence, or stalking* as defined in federal law. 34 C.F.R. §106.30. See sample policy 2:265, *Title IX Grievance Procedure*, and sample exhibit 2:265-E, *Title IX Glossary of Terms*. Consult the board attorney to ensure the nondiscrimination coordinator and complaint managers are trained to appropriately respond to allegations of Title IX sexual harassment. See sample procedures 2:265-API, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

IHRA prohibits any district employee or agent from sexually harassing a student, and defines sexual harassment as any unwelcome sexual advances or requests for sexual favors made to a student, or any conduct of a sexual nature toward a student, when: (1) such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or (2) the district employee or agent either explicitly or implicitly makes the student's submission to or rejection of such conduct as a basis for making various enumerated education-related determinations. 775 ILCS 5/5A-101(E).

School districts are liable for damage awards for an employee's sexual harassment of a student in limited situations. Liability occurs only when a district official who, at a minimum, has authority to institute corrective action, has actual notice of and is deliberately indifferent to the employee's misconduct. Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998). Schools are liable in student-to-student sexual harassment cases when school agents are deliberately indifferent to sexual harassment, of which they have actual knowledge that is so severe, pervasive, and objectively offensive that it can be said to deprive the victims of access to the educational opportunities or benefits provided by the school. Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999). The Ill. Dept. of Human Rights investigates charges of sexual harassment in violation of the IHRA, and it is a civil rights violation when a district fails to take remedial or disciplinary action against an employee the district knows engaged in sexual harassment. 775 ILCS 5/5A-102, amended by P.A. 103-472.

<sup>5</sup> Using "or any employee with whom the student is comfortable speaking" ensures compliance with Title IX regulations providing that "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment is deemed to have *actual knowledge* which triggers a district's duty to respond. 34 C.F.R. §106.30. By including "any employee" in this list, this policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure. The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. <sup>6 7</sup>

**Nondiscrimination Coordinator:**

**Title IX Coordinator:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Email  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Email  
\_\_\_\_\_  
Telephone

**Complaint Managers:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Email  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name  
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Address  
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Email  
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Telephone

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

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<sup>6</sup> While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

Each district must communicate its bullying policy to students and their parents/guardians. 105 ILCS 5/22-110, amended by P.A. 103-47 and renumbered by P.A. 104-391; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

<sup>7</sup> Title IX regulations require districts to identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 17 in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.<sup>8</sup>
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

### Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), the Title IX Coordinator or designee shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure*, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

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<sup>8</sup> In addition to notifying students of Board policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, a district must notify them of the name, office address, email address, and telephone number of district's Title IX Coordinator. 34 C.F.R. §106.8(a). 105 ILCS 5/10-20.69 requires districts to maintain and implement an *age-appropriate* policy on sexual harassment that is included in the school district's student handbook, as well as on a district's website and, if applicable, other areas where such information is posted in each school. The law does not expressly state that the age-appropriate policy is for students; however, that is the most logical interpretation. In practice, most districts maintain a student handbook for each building. Because the law only requires one policy, this policy manages the age-appropriate requirement by directing age-appropriate explanations of the policy be included in the building-level student handbook(s). Student handbooks can be developed by the building principals, but should be reviewed and approved by the superintendent and school board. The Ill. Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: [www.ilprincipals.org/msh](http://www.ilprincipals.org/msh).

### Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in<sup>9</sup> 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

### Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

### Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

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<sup>9</sup> Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For a map of accredited CACs, and to identify a CAC that may serve your district, see [www.childrensadvocacycentersofillinois.org/about/map](http://www.childrensadvocacycentersofillinois.org/about/map). For further discussion see f/ns 14-16 in sample policy 5:90, *Abused and Neglected Child Reporting*.

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LEGAL REF.: | <p>20 U.S.C. §1681 <u>et seq.</u>, Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.</p> <p>29 U.S.C. §791 <u>et seq.</u>, Rehabilitation Act of 1973; 34 C.F.R. Part 104.</p> <p>42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.</p> <p>105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/22-110, 5/26A, and 5/27-1.</p> <p>775 ILCS 5/1-101 <u>et seq.</u>, Illinois Human Rights Act.</p> <p>23 Ill.Admin.Code §1.240 and Part 200.</p> <p><u>Davis v. Monroe County Bd. of Educ.</u>, 526 U.S. 629 (1999).</p> <p><u>Franklin v. Gwinnett Co. Public Schs.</u>, 503 U.S. 60 (1992).</p> <p><u>Gebser v. Lago Vista Independent Sch. Dist.</u>, 524 U.S. 274 (1998).</p> <p><u>West v. Derby Unified Sch. Dist. No. 260</u>, 206 F.3d 1358 (10th Cir. 2000).</p> |
| CROSS REF.: | <p>2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)</p>            |

## **Students**

### **School Admissions and Student Transfers To and From Non-District Schools** <sup>1</sup>

*Age [Elementary or Unit Districts only]*

To be eligible for admission, a child must be five years old on or before September 1 of that school term.<sup>2</sup> A child entering first grade must be six years of age on or before September 1 of that school term.<sup>3</sup> Based upon an assessment of a child's readiness to attend school, the District may permit him or her to attend school prior to these dates.<sup>4</sup> A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31.<sup>5</sup> A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age.<sup>6</sup> Early

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<sup>1</sup> State law requires some of the subject matter contained in this sample policy to be covered by policy and controls this policy's content. Boards must adopt a policy on school admissions (105 ILCS 5/10-21.2) and restricting a student from transferring from another school while under a suspension or expulsion from that school (105 ILCS 5/10-22.6). A *registration guidance document*, updated annually, is available from the Ill. State Board of Education (ISBE) at: [www.isbe.net/Documents/guidance\\_reg.pdf](http://www.isbe.net/Documents/guidance_reg.pdf).

<sup>2</sup> 105 ILCS 5/10-20.12. The district may, however, establish a kindergarten for children between the ages of 4 and 6 years old. 105 ILCS 5/10-22.18. Any child between the ages of 7 and 17 (unless the child has already graduated from high school) must attend public or private school, with certain exceptions allowed for physical and mental disability, lawful employment, or other reasons as specified by statute. 105 ILCS 5/26-1. The phrase "a child between the ages of 7 and 17" is liberally construed to fully carry out the true intent and meaning of the General Assembly (5 ILCS 70/1.01), which is to ensure that students graduate from high school (105 ILCS 5/26-1). Therefore, "the ages of 7-17" means a child is 17 until his or her 18th birthday.

<sup>3</sup> Optional sentence.

<sup>4</sup> 105 ILCS 5/10-20.12.

<sup>5</sup> Id. Delete the first four sentences in this paragraph if the district operates a year-round school and use the following alternative:

To be eligible for admission, a child must be at least five years old within 30 days after the commencement of that school term. Based upon an assessment of the child's readiness to attend school, the District may permit him or her to attend school prior to this date. A child may also attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool and continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will attain age six within four months after the commencement of the term.

<sup>6</sup> 105 ILCS 5/14-1.02 and 5/14-1.03a. An ISBE rule states: "Each school district shall be responsible for actively seeking out and identifying all children from birth through age 21 within the district (and those parentally-placed private school children for whom the district is responsible under 34 C.F.R. §300.131) who may be eligible for special education and related services." 23 Ill.Admin.Code §226.100. Note that after a child is determined to be eligible for special education services, the child must be placed in the appropriate program no later than the beginning of the next school semester. 105 ILCS 5/14-8.02.

entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*.<sup>7 8</sup>

### Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent. Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. A student will be enrolled without a birth certificate.<sup>9</sup> When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent<sup>10</sup> record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Superintendent or designee shall immediately notify the local law enforcement agency, and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, the Superintendent or designee shall so refer the case. The Superintendent or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content.<sup>11</sup>

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<sup>7</sup> 105 ILCS 5/14A-17, Accelerated Placement Act (APA). For high school districts, delete this sentence and the cross reference to 6:135, *Accelerated Placement Program*. See sample policy 6:135, *Accelerated Placement Program*, and sample administrative procedure 6:135-AP, *Accelerated Placement Program Procedures*, for further detail.

Attorneys disagree whether the APA conflicts with 105 ILCS 5/10-20.12 (*School year – School age*). See f/n 4 in sample policy 6:135, *Accelerated Placement Program* for a discussion about reconciling the APA and 105 ILCS 5/10-20.12. **Consult the board attorney for guidance.**

<sup>8</sup> Districts should consider implementing specific and objective criteria for early admissions and address such issues as who pays the costs for assessments, etc. Using this exception defeats the age requirement rules because it only relies upon a child's readiness, regardless of his or her age.

<sup>9</sup> Presenting a certified copy of a student's birth certificate is a missing children's law enforcement issue that may not be used for denying enrollment. See Guidance Documents subhead in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*, for more information about enrollment and residency issues. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa, or other governmental documentation of identity. To balance the tension between the missing children's laws reporting requirements, *Plyler v. Doe* (457 U.S. 202 (1982)), and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, many attorneys advise not to report a student's failure to produce a birth certificate; however always consult the board attorney for assistance based upon the specific facts of the enrollment situation (see f/n 11 below). See also f/n 6 in sample administrative procedure 7:150-AP, *Managing Agency and Law Enforcement Requests*, for discussion of place of birth as directory information.

<sup>10</sup> 23 Ill.Admin.Code §375.10 states that the *student permanent record* shall include basic identifying information, including the student's name, birth date and place, and gender, and evidence required under 325 ILCS 50/5(b)(1).

<sup>11</sup> Two almost identical laws govern this requirement: Missing Children Records Act (325 ILCS 50/) and Missing Children Registration Law (325 ILCS 55/). We reconciled their differences as much as possible but chiefly used the language from the Registration Law because it has the clearest explanation. The statutory enforcement requirements, as nonsensical as they may seem, are quoted in the policy. **Important:** Schools cannot deny admission based upon immigration status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See *Plyler v. Doe* and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288. See also f/n 18 below.

2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*.<sup>12</sup>

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year.<sup>13</sup> Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed.<sup>14</sup>

### Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment.<sup>15</sup> Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

### Foster Care Students

The Superintendent will appoint at least one employee to act as a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services (DCFS) when enrolling in or changing schools. The District's liaison ensures that DCFS' Office of

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According to the Ill. State Police, a certified copy of the student's birth certificate is the only acceptable proof of the child's identity and age. 20 Ill.Admin.Code §1290.60(a). For more discussion about acceptable proof of identity, see f/n 1 in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*. The Missing Children Records Act requires schools to make prompt copies of these certified copies. 325 ILCS 50/5(b)(1). Once made, schools need not request another certified copy with respect to that child for any other year in which the child is enrolled in that school or other entity. *Id.* While the Act does not mandate where the copy should be kept, it is appropriate for placement in the student's permanent record. See 23 Ill.Admin.Code §375.10 and f/n 10, above. The school person who receives the copy of the certified birth certificate should initial and date the document. That way, if there is a question or an investigation (which can happen even years after enrollment) there will not be an issue as to who received the document and the date it was processed.

A district must also *flag* a student's record on notification by the State police of the student's disappearance and report to the State police any request for a *flagged* student record. 325 ILCS 50/3, 50/5.

<sup>12</sup> Each school must maintain records for each student that reflect compliance with the examinations and immunizations required by 105 ILCS 5/22-105, renumbered by P.A. 104-391, and 23 Ill.Admin.Code §1.530(a). A tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health as having a high incidence of tuberculosis. 105 ILCS 5/22-105(1), renumbered by P.A. 104-391.

<sup>13</sup> 105 ILCS 5/22-70. Districts must report this enrollment information as aggregate data to ISBE. *Id.*

<sup>14</sup> The Educational Opportunity for Military Children Act (105 ILCS 70/) further details enrollment and entrance requirements for children of active military personnel. 105 ILCS 70/33. After enrollment, the law allows a district to perform evaluations to ensure appropriate placement of the student. Course, program, graduation, extracurricular(s), and other placement options for this student population are further discussed in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

<sup>15</sup> Required by Education for Homeless Children Act (105 ILCS 45/) and the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 *et seq.*). See §11432(g)(3)(C)(i).

Education and Transition Services receives all written notices and records pertaining to students in the legal custody of DCFS as required by State law.<sup>16</sup>

#### Student Transfers To and From Non-District Schools<sup>17</sup>

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term

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<sup>16</sup> Required by 105 ILCS 5/10-20.59. These DCFS liaisons must be licensed under Article 21B of the School Code. 105 ILCS 5/10-20.59 directs how employees are prioritized for DCFS liaison appointment. DCFS liaisons are “encouraged to build capacity and infrastructure within their school district to support students in the legal custody of the Department of Children and Family Services.” Schools are required to give DCFS liaisons certain notices, records, and meeting invitations. See 105 ILCS 5/10-20.77 (notice and invitation to attend parent-teacher conferences and other meetings); 105 ILCS 5/10-21.8 (copies of correspondence and reports upon request of DCFS); 105 ILCS 5/13B-60.10 (notice and invitation to attend alternative learning opportunities program conference); 105 ILCS 5/14-8.02 (notices related to special education); 105 ILCS 10/ (student records). See sample administrative procedure 7:340-AP1, *School Student Records*, for more information regarding DCFS access to the student records of children in its legal custody. The law does not specifically require that a district’s DCFS liaison perform these duties; this policy assigns them to the DCFS liaison because they logically fit within the responsibilities outlined in 105 ILCS 5/10-20.59, which may include:

1. Streamlining the enrollment process for students in foster care;
2. Implementing student data tracking and monitoring mechanisms;
3. Ensuring that students in DCFS custody receive all school nutrition and meal programs available;
4. Coordinating student withdrawal from a school, record transfers, and credit recovery;
5. Becoming experts on the foster care system and State laws and policies in place that support students in DCFS custody;
6. Coordinating with child welfare partners;
7. Providing foster care-related information and training to the district;
8. Working with DCFS to help students maintain their school placement, if appropriate;
9. Reviewing student schedules to ensure students are on track to graduate;
10. Encouraging a successful transition into adulthood and postsecondary opportunities;
11. Encouraging involvement in extracurricular activities; and
12. Knowing what support is available within the district and community for students in DCFS custody.

<sup>17</sup> 105 ILCS 5/2-3.13a requires each transferor (original) school to keep documentation of transfers in the student’s record. It also requires “notification [by the transferee (recipient) school] of the transfer on or before July 31 following the school year during which the student withdraws from the transferor school or school district or the student shall be counted in the calculation of the transferor school’s or school district’s annual student dropout rate.” ISBE rule, 23 Ill.Admin.Code §375.75(e), is consistent with this requirement. The rule also requires the transferring school or district to maintain any documentation of the student’s transfer, including records indicating the school or school district to which the student transferred, in that student’s temporary record. *Id.*

Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student’s last school district. 105 ILCS 10/8.1(d) and 70/32. See also sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

A board has two basic options for students transferring into the district who are serving a suspension or expulsion. Under option one, it may comply with the minimum requirements of 105 ILCS 5/2-3.13a by refusing to allow a student transferring from any public school to attend classes until the period of any suspension or expulsion has expired when the penalty was for: (1) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act; (2) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (3) battering a staff member of the school. Under option two, a board may require a student who was suspended or expelled for *any* reason from any public or private school in this or any other state to complete the entire term of the suspension or expulsion before being admitted to the school district. The sample policy uses the second, more simple, more comprehensive alternative.

of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

Foreign Students [High School or Unit Districts only] <sup>18</sup>

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A board may adopt a policy providing that if a student is suspended or expelled for any reason from any school, anywhere, the student must complete the suspension's or expulsion's entire term in an alternative school program under Article 13A (105 ILCS 5/13A, amended by P.A. 103-473) or an alternative learning opportunities program under Article 13B (105 ILCS 5/13B) before being admitted into the school district if there is no threat to the safety of students or staff in the alternative program. 105 ILCS 5/2-3.13a and 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*. If a board adopts such a policy, it must allow for the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *ESS Law*. If a board wants to provide for this alternative, it may add the following to either of the above options and add 105 ILCS 5/26A to the Legal References:

The Superintendent is authorized to allow a student who was suspended or expelled from any public or private school to be placed in an alternative school program established under Article 13A of the School Code or an alternative learning opportunities program established under Article 13B of the School Code for the remainder of the suspension or expulsion. When determining whether to authorize such placement, the Superintendent shall consider any mitigating factors relating to the suspension or expulsion, including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

<sup>18</sup> Generally, a citizen of a foreign country who wishes to enter the U.S. must first obtain either: (1) a nonimmigrant visa (for temporary stay for tourism, medical treatment, business, temporary work, or study), or (2) an immigrant visa for permanent residence. Common visas presented by foreign students are:

1. J-1 nonimmigrant visas for participants in educational and cultural exchange programs designated by the U.S. Dept. of State (DOS), Exchange Visitor Program, and Designation Staff. These students are enrolled provided they otherwise qualify for admission. For information about J-1 visas and the Exchange Visitor Program, see [j1visa.state.gov/programs](http://j1visa.state.gov/programs).
2. F-1 nonimmigrant student visa. F-1 visas are not issued for attendance at an elementary or middle school (K-8). Before obtaining an F-1 student visa, the individual must submit evidence that the school district has been reimbursed for the unsubsidized per capita cost of the education. These students are enrolled provided they otherwise qualify for admission. However, attendance at U.S. public high schools cannot exceed a total of 12 months.
3. B-2 visitor nonimmigrant visas. There is disagreement over whether these students must be enrolled tuition-free. Their *visitor* visa is evidence of nonresident status. Call the district's attorney for guidance.
4. The qualified school-age child of an alien who holds another type of visa, i.e., A, E, H, I, L, etc., other than a visitor visa. These students are enrolled provided they otherwise qualify for admission. Likewise, dependents of foreign nationals on long-term visas are enrolled provided they otherwise qualify for admission.
5. No immigration documentation. *Plyler v. Doe* and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288. A school cannot deny admission based upon immigration status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. Thus, undocumented aliens are enrolled, provided they otherwise qualify for admission. See sample policy 7:150, *Agency and Law Enforcement Requests*, and sample administrative procedure 7:150-AP, *Managing Agency and Law Enforcement Requests*.
6. Immigrant visa. These students are enrolled provided they otherwise qualify for admission.

The Student and Exchange Visitor Information System (SEVIS) is an Internet-based system that provides tracking and monitoring, with access to accurate and current information on nonimmigrant students (F and M visas) and exchange visitors (J visa), and their dependents (F-2, M-2, and J-2). 8 U.S.C. §1372(c)(2), implemented by 8 C.F.R. §214.1(h), is an exception to the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) authorizing and requiring districts to report information concerning an F, J, or M nonimmigrant to the extent necessary to comply with 8 U.S.C. §1372 and 8 C.F.R. §214.3(g) to certify these students for enrollment. SEVIS enables schools and program sponsors to transmit electronic information and event notifications, via the Internet, to the U.S. Dept. of Homeland Security (DHS) and DOS throughout a student's or exchange visitor's stay. SEVIS will provide system alerts, event notifications, and reports to the end-user schools and programs, as well as for DHS and DOS offices.

According to federal regulations, students who apply for F-1, M-1, F-3, J-1, or M-3 visas must pay a fee to the DHS. The regulations describe when and how the fee is to be paid, who is exempt from the fee, and the consequences for failure to pay, 8 C.F.R. Parts 103, 214, and 299.

The District accepts foreign exchange students with a J-1 visa and who reside within the District as participants in an exchange program sponsored by organizations screened by administration. Exchange students on a J-1 visa are not required to pay tuition.<sup>19</sup>

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the District has temporary guardianship, and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established District rate.<sup>20</sup> F-1 visa student admission is limited to high schools, and attendance may not exceed 12 months.

The Board may limit the number of exchange students admitted in any given year. Exchange students must comply with District immunization requirements. Once admitted, exchange students become subject to all District policies and regulations governing students.

Re-enrollment<sup>21</sup> [*High School or Unit Districts only*]

Re-enrollment shall be denied to any individual 19 years of age or above who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. However, at the Superintendent's or designee's discretion and depending on program availability, the individual may be enrolled in a graduation incentives program established under 105 ILCS 5/26-16 or an alternative learning opportunities program established under 105 ILCS 5/13B-1 (see 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*). Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under policy 7:210, *Expulsion Procedures*. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED diploma. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Improvement Act or accommodation plans under the Rehabilitation Act, Section 504.

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<sup>19</sup> Optional. State law allows, but does not require, boards to waive nonresident tuition for these students. 105 ILCS 5/10-22.5a.

<sup>20</sup> Exchange students on F-1 visas must pay the full-unsubsidized public education costs before entering the U.S. 8 U.S.C. §1101(a)(15)(F); 8 U.S.C. §1184(m). Boards may not waive the fee.

<sup>21</sup> 105 ILCS 5/26-2(b). The requirements in this section are provided in State law, that is: (1) it is mandatory that a district deny re-enrollment as provided in this section; (2) it is permissive whether to enroll the individual in a district graduation incentives program or alternative learning opportunities program (although depending on circumstances, a student below the age of 20 may be entitled to enroll in a graduation incentives program); (3) it is mandatory to provide due process before denying re-enrollment; (4) it is mandatory to offer the individual who is denied re-enrollment counseling and to direct that person to alternative educational programs; and (5) it is mandatory that this section not apply to students eligible for special education.

105 ILCS 5/26-2(c) allows a district to deny enrollment to a student 17 years of age or older for one semester for failure to meet minimum academic or attendance standards if certain conditions are met. See sample policy 7:70, *Attendance and Truancy*.

- LEGAL REF.: 8 U.S.C. §1101 et seq., Illegal Immigrant and Immigrant Responsibility Act of 1996.  
20 U.S.C. §1232g, Family Educational Rights and Privacy Act.  
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.  
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.  
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.  
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/22-105, 5/26-1, and 5/26-2.  
105 ILCS 10/8.1, Ill. School Student Records Act.  
105 ILCS 45/, Education for Homeless Children Act.  
105 ILCS 70/, Educational Opportunity for Military Children Act.  
325 ILCS 50/, Missing Children Records Act.  
325 ILCS 55/, Missing Children Registration Law.  
410 ILCS 315/2, Communicable Disease Prevention Act.  
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.  
23 Ill.Admin.Code Part 226, Special Education.  
23 Ill.Admin.Code Part 375, Student Records.
- CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:300 (Graduation Requirements), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:150 (Agency and Law Enforcement Requests), 7:340 (Student Records)

## **Students**

### **Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students**<sup>1</sup>

#### Required Health Examinations and Immunizations

A student's parents/guardians shall present proof that the student received a health examination, with proof of the immunizations against, and screenings for, preventable communicable diseases, as required by the Illinois Department of Public Health (IDPH), within one year prior to:

1. Entering kindergarten or the first grade;<sup>2</sup>
2. Entering the sixth and ninth grades;<sup>3</sup> and
3. Enrolling in an Illinois school, regardless of the student's grade (including nursery school, special education, Head Start programs operated by elementary or secondary schools, and students transferring into Illinois from out-of-state or out-of-country).<sup>4</sup>

Proof of immunization against meningococcal disease is required for students in grades 6 and 12.<sup>5</sup>

As required by State law:

1. Health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice registered nurse, or a physician assistant who has been delegated the performance of health examinations by a supervising physician.<sup>6</sup>
2. A diabetes screening is a required part of each health examination; diabetes testing is not required.<sup>7</sup>
3. An age-appropriate developmental screening and an age-appropriate social and emotional screening are required parts of each health examination.<sup>8</sup> A student will not be excluded from

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<sup>1</sup> State or federal law controls this policy's content. The policy restates 105 ILCS 5/22-105, renumbered by P.A. 104-391. Immunization requirements are found in 77 Ill.Admin.Code §665.240. A tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health (IDPH) as having a high incidence of tuberculosis. See also *Questions & Answers Regarding School Health Requirements*, revised May 2013, and available at: [www.dhs.state.il.us/onenetlibrary/27897/documents/schoolhealth/faq\\_2013.pdf](http://www.dhs.state.il.us/onenetlibrary/27897/documents/schoolhealth/faq_2013.pdf).

<sup>2</sup> 105 ILCS 5/22-105(1), renumbered by P.A. 104-391; 77 Ill.Admin.Code §§665.140 and 665.240 *et seq.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* If grade levels are not assigned, examinations must be completed within one year prior to the school year in which the child reaches the ages of five, 11, and 15. 77 Ill.Admin.Code §665.140(b).

<sup>5</sup> 410 ILCS 315/1.10; 77 Ill.Admin.Code §665.240(l). For students attending school programs where grade levels (kindergarten through 12) are not assigned, including special education programs, students must show proof that they have received one dose of meningococcal conjugate vaccine in the school year in which the child reaches age 11 and a second dose in the school year in which the child reaches age 16 (but if the first dose is administered when the child is 16 years of age or older, only one dose is required). Students eligible to remain in public school beyond grade 12 (special education) shall meet the requirements for 12th grade.

<sup>6</sup> 105 ILCS 5/22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code §665.130.

<sup>7</sup> 105 ILCS 5/22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code §665.700.

<sup>8</sup> 105 ILCS 5/22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code Part 664. The health care provider must only record whether or not the social and emotional screening was completed.

school due to his or her parent/guardian's failure to obtain a developmental screening or a social and emotional screening.<sup>9</sup>

4. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of one and seven years must provide a statement from a physician that their child was *risk-assessed* or screened for lead poisoning.<sup>10</sup>
5. The IDPH will provide all students entering sixth grade and their parents/guardians information about the link between human papillomavirus (HPV) and HPV-related cancers and the availability of the HPV vaccine.<sup>11</sup>
6. The District will provide informational materials regarding influenza and influenza vaccinations developed, provided, or approved by the IDPH when it provides information on immunizations, infectious diseases, medications, or other school health issues to students' parents/guardians.<sup>12</sup>

Unless an exemption or extension applies, the failure to comply with the above requirements by October 15 of the current school year will result in the student's exclusion from school until the required health forms are presented to the District.<sup>13</sup> New students who register after October 15 of the current school

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<sup>9</sup> 105 ILCS 5/22-105(2.5), renumbered by P.A. 104-391; 77 Ill.Admin.Code §664.140. Item #3 may be supplemented with any of the following options:

**Option 1:** If proof of the developmental screening or the social and emotional screening portions of the health examination are not presented by October 15 of the current school year, qualified school support personnel may, with a parent/guardian's consent, offer the screenings to the child.

**Option 2:** Once a student presents proof that he or she received a developmental screening or a social and emotional screening, the school may, with a parent/guardian's consent, make available appropriate school personnel to work with the parent/guardian, child, and provider who signed the screening form to obtain any appropriate evaluations and services.

**Option 3:**(The use of both Option 1 and 2.)

- a. If proof of the developmental screening or the social and emotional screening portions of the health examination are not presented by October 15 of the current school year, qualified school support personnel may, with a parent/guardian's consent, offer the screenings to the child.
- b. Once a student presents proof that he or she received a developmental screening or a social and emotional screening, the school may, with a parent/guardian's consent, make available appropriate school personnel to work with the parent/guardian, child, and provider who signed the screening form to obtain any appropriate evaluations and services.

**Note:** Even if the district does not offer the above optional services, consult the board attorney about whether the presence of developmental or social and emotional screening information on the Child Health Examination form triggers Child Find obligations under the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973.

<sup>10</sup> Required by 410 ILCS 45/7.1. Physicians are required to screen children over 7 years of age for lead poisoning when, in the physician's judgment, a child is at risk. 410 ILCS 45/6.2.

<sup>11</sup> This sentence restates the requirement in the Communicable Disease Prevention Act regarding HPV-related cancer prevention. 410 ILCS 315/2e.

<sup>12</sup> 105 ILCS 5/22-105(8.5), amended by P.A. 103-985 and renumbered by P.A. 104-391.

<sup>13</sup> 105 ILCS 5/22-105(5), renumbered by P.A. 104-391, requires compliance by October 15 unless a district establishes an earlier date with 60 days' notice. If an earlier date is established, replace "October 15" in this paragraph with the earlier locally established date. During any student's exclusion from school for non-compliance with this policy, the student's parents/guardians shall be considered in violation of 105 ILCS 5/26-1 and subject to any penalty imposed by 105 ILCS 5/26-10, as provided in 105 ILCS 5/22-105(5), renumbered by P.A. 104-391. 105 ILCS 5/22-105(2.5), renumbered by P.A. 104-391, exempts developmental or social and emotional screenings from the exclusion from school requirement.

year shall have 30 days following registration to comply with the health examination and immunization regulations.<sup>14</sup> If a medical reason prevents a student from receiving a required immunization by October 15, the student must present, by October 15, an immunization schedule and a statement of the medical reasons causing the delay.<sup>15</sup> The schedule and statement of medical reasons must be signed by the physician, advanced practice registered nurse, physician assistant, or local health department responsible for administering the immunizations.

A student transferring from out-of-state who does not have the required proof of immunizations by October 15 may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations.<sup>16</sup> If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.<sup>17</sup>

### Eye Examination <sup>18</sup>

Parents/guardians are encouraged to have their children undergo an eye examination whenever health examinations are required. <sup>19</sup>

Parents/guardians of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches, or a licensed optometrist, must perform the required eye examination.

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**Note:** 77 Ill.Admin.Code §665.240(n) states “It is not the intent of this Part that any child whose parents comply with the intent of this Part, the Act or the School Code should be excluded from a child care facility or school. A child or student shall be considered in compliance with the law if there is evidence of the intent to comply. Evidence may be: 1) a signed statement from a health care provider that he or she has begun, or will begin, the necessary immunization procedures; or 2) the parent’s or legal guardian’s written consent for the child’s participation in a school or other community immunization program.” Consult with the board attorney about the impact this regulation may have on the district’s ability to and procedures for excluding students for non-compliance with this policy.

<sup>14</sup> This sentence is optional. The timeframe of 30 days is a matter of local discretion except that out-of-state transfer students who fail to provide proof of the required vaccinations after 30 days must be excluded until such proof is properly submitted. 105 ILCS 5/22-105(5), renumbered by P.A. 104-391. Consult the board attorney about establishing timeframes other than 30 days.

<sup>15</sup> This sentence and the following sentence restate 105 ILCS 5/22-105(5), renumbered by P.A. 104-391.

<sup>16</sup> Id. The special treatment of out-of-state transfer students resulted from the enactment of the Educational Opportunity for Military Children Act, 105 ILCS 70/. There are no more sunset dates in this law, which eliminates its constituents’ need to continually revisit the law and extend its effective dates.

<sup>17</sup> 105 ILCS 5/22-105, renumbered by P.A. 104-391.

<sup>18</sup> Required by 105 ILCS 5/22-105(1.10) and 5/22-105(2), both renumbered by P.A. 104-391. The IDPH’s rules are published at 77 Ill.Admin.Code §665.610 et seq. §§665.150 and 665.630 prescribe the statewide eye examination report form, available at: [www.idph.state.il.us/HealthWellness/EyeExamReport.pdf](http://www.idph.state.il.us/HealthWellness/EyeExamReport.pdf) or 77 Ill.Admin.Code §665, Appendix A.

<sup>19</sup> While 105 ILCS 5/22-105, renumbered by P.A. 104-391, requires eye examinations for students entering kindergarten or an Illinois school for the first time, it still encourages parents/guardians to have their children undergo eye examinations at the same points in time as their required health examinations. The IDPH must require that individuals conducting vision screenings give a child’s parent/guardian a written notification stating (105 ILCS 5/22-105(2), renumbered by P.A. 104-391):

Vision screening is not a substitute for a complete eye and vision evaluation by an eye doctor.  
Your child is not required to undergo this vision screening if an optometrist or ophthalmologist has completed and signed a report form indicating that an examination has been administered within the previous 12 months.

If a student fails to present proof by October 15, the school may hold the student's report card until the student presents proof: (1) of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15. The Superintendent or designee shall ensure that parents/guardians are notified of this eye examination requirement in compliance with the rules of the IDPH. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.

#### Dental Examination <sup>20</sup>

All children in kindergarten and the second, sixth, and ninth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the IDPH.

If a child in the second, sixth, or ninth grade fails to present proof by May 15, the school may hold the child's report card until the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Superintendent or designee shall ensure that parents/guardians are notified of this dental examination requirement at least 60 days before May 15 of each school year.

#### Exemptions <sup>21</sup>

In accordance with rules adopted by the IDPH, a student will be exempted from this policy's requirements for:

1. Religious grounds, if the student's parents/guardians present the IDPH's Certificate of Religious Exemption form to the Superintendent or designee. When a Certificate of Religious Exemption form is presented, the Superintendent or designee shall immediately inform the parents/guardians of exclusion procedures pursuant to Board policy 7:280, *Communicable and Chronic Infectious Disease*, and State rules if there is an outbreak of one or more diseases from which the student is not protected. <sup>22</sup>
2. Health examination or immunization requirements on medical grounds, if the examining physician, advanced practice registered nurse, or physician assistant provides written verification.
3. Eye examination requirement, if the student's parents/guardians show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist.
4. Dental examination requirement, if the student's parents/guardians show an undue burden or a lack of access to a dentist.

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<sup>20</sup> Required by 105 ILCS 5/22-105(1.5), renumbered by P.A. 104-391. The IDPH's rules are published at 77 Ill.Admin.Code §665.410 et seq. §§665.150 and 665.430 prescribe the statewide dental examination report form, available at: <https://dph.illinois.gov/content/dam/soi/en/web/idph/forms/topics-services/prevention-wellness/oral-health/proof-school-dental-exam-042025.pdf> or 77 Ill.Admin.Code §665, Appendix D.

<sup>21</sup> Id.; 105 ILCS 5/22-105(1.10) and 5/22-105(8), both renumbered by P.A. 104-391.

<sup>22</sup> Id.; 77 Ill.Admin.Code §665.510. The Certificate of Religious Exemption form is available on IDPH's website at: <https://dph.illinois.gov/content/dam/soi/en/web/idph/files/forms/religious-exemption-form-081815-040816.pdf>. To direct parents/guardians to the detailed exclusionary requirements pursuant to 77 Ill.Admin.Code Part 690, see sample exhibit 7:280-E2, *Reporting and Exclusion Requirements for Common Communicable Diseases*. The IDPH maintains communicable disease guidance for school nurses, which includes a chart detailing mode of transmission, symptoms, incubation period, period of communicability, criteria for exclusion from school, reporting requirements, and prevention and control measures at: <https://dph.illinois.gov/topics-services/diseases-and-conditions/infectious-diseases/cd-school-nurse-guidance.html>.

### Homeless Child

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment.<sup>23</sup> Board policy 6:140, *Education of Homeless Children*, governs the enrollment of homeless children.

- LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.  
105 ILCS 5/22-105.  
105 ILCS 45/1-20, Education for Homeless Children Act.  
410 ILCS 45/7.1, Lead Poisoning Prevention Act.  
410 ILCS 315/2e, Communicable Disease Prevention Act.  
23 Ill.Admin.Code §1.530.  
77 Ill.Admin.Code Part 664, Socio-Emotional and Developmental Screening.  
77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.  
77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.
- CROSS REF.: 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:280 (Communicable and Chronic Infectious Disease)

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<sup>23</sup> Required by 105 ILCS 45/1-20 (Education for Homeless Children Act). Also required by the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11432(g)(3)(C)(i).

## Students

### Teen Dating Violence Prohibited<sup>1</sup>

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited.<sup>2</sup> For purposes of this policy, *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.<sup>3</sup>

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that:<sup>4</sup>

1. Fully implements and enforces each of the following Board policies:<sup>5</sup>
  - a. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
  - b. 2:265, *Title IX Grievance Procedure*. This policy prohibits a District employee, agent, or student from engaging in sexual harassment in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.

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<sup>1</sup> All school boards must have a policy on teen dating violence. 105 ILCS 5/27-240, renumbered by P.A. 104-391. This sample policy is designed to align with a district's already-existing procedures for reporting bullying and school violence. See f/n 7. The curriculum components for teen dating violence education, which apply to districts with students enrolled in grades 7 through 12, are listed in sample administrative procedure 6:60-API, *Comprehensive Health Education Program*.

<sup>2</sup> 105 ILCS 5/27-240(b)(1), renumbered by P.A. 104-391. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus conduct is much more limited than incidents that occur on school grounds. However, school officials may generally: (1) remove a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations.

<sup>3</sup> 105 ILCS 5/27-240(a), renumbered by P.A. 104-391. For districts that wish to broaden the ages (e.g., perhaps include 11-12 year olds in a middle school setting), delete the following phrase from the first sentence: "~~who is 13 to 19 years of age~~". The law defines *dating* or *dating relationship* as an "ongoing social relationship of a romantic or intimate nature between two persons." The terms do not include "a casual relationship or ordinary fraternization between two persons in a business or social context."

<sup>4</sup> Required by 105 ILCS 5/27-240(b)(3), renumbered by P.A. 104-391.

<sup>5</sup> Be sure the referenced board policies, as adopted locally, contain the language paraphrased in this policy. If not, either substitute similar language from the locally adopted board policies on the same topics, or just insert the titles from relevant locally adopted policies.

The statutory content requirements for a teen dating policy include "establish[ing] procedures for the manner in which employees of a school are to respond to incidents of teen dating violence." This policy fulfills this requirement by incorporating by reference the following administrative procedure: 7:180-API, *Prevention, Identification, Investigation, and Response to Bullying*. This means that 7:180-API should be considered to be part of this policy.

- c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing intimidating, or bullying a student based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).
- d. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals: <sup>6</sup>
  - a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence. <sup>7</sup>
  - b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in Board policy 7:20, *Harassment of Students Prohibited*. <sup>8</sup>
3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*. <sup>9</sup>
4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. <sup>10</sup>
5. Notifies students and parents/guardians of this policy. <sup>11</sup>

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<sup>6</sup> 105 ILCS 5/27-240(b)(4), renumbered by P.A. 104-391, requires the policy to identify by job title which school officials are responsible for receiving reports related to teen dating violence.

<sup>7</sup> *Id.* at f/ns 5 and 6. Sexual violence is one listed component of teen dating violence. 105 ILCS 5/27-240(a), renumbered by P.A. 104-391. Sexual violence has also been found by the Ill. Gen. Assembly to be a component of bullying and school violence. 105 ILCS 5/22-110, renumbered by P.A. 104-391. Thus, identifying *any school staff member* is consistent with sample administrative procedure 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*, which uses the student-friendly reporting system outlined in sample exhibit 7:180-AP1, E2, *Be a Hero by Reporting Bullying*.

<sup>8</sup> *Id.* Under any reporting system, a report involving bullying and school violence that is based upon a protected status (often teen dating violence will involve conduct based upon the target's sex) must be referred to the district's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager (7:20, *Harassment of Students Prohibited*). Customize this list to reflect local conditions. These individuals may also take reports directly from students.

<sup>9</sup> Required by 105 ILCS 5/27-240(b)(2), renumbered by P.A. 104-391. The curriculum-specific components for teen dating violence education are listed in 6:60-AP1, *Comprehensive Health Education Program*.

<sup>10</sup> *Id.* For boards that add the optional paragraphs in policy 5:100, *Staff Development Program*, add the phrase "and Board policy 5:100, *Staff Development Program*."

<sup>11</sup> Required by 105 ILCS 5/27-240(b)(5), renumbered by P.A. 104-391. Boards must communicate this policy to students and their parents/guardians. This may be accomplished, in part, by (1) sending exhibit 7:185-E, *Memo to Parents/Guardians Regarding Teen Dating Violence*, and (2) amending the district's anti-bullying campaign statement(s), such as the following, in the student handbook and school website:

Incorporated  
by Reference: 7:180-AP1 (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.: 105 ILCS 5/27-240.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

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Bullying, teen dating violence, intimidation, and harassment are not acceptable in any form and will not be tolerated at school or any school-related activity. The School District will take disciplinary action against any student who participates in such conduct or who retaliates against someone for reporting incidents of bullying, teen dating violence, intimidation, or harassment.

## **Students**

### **Bus Conduct**<sup>1</sup>

All students must follow the District's School Bus Safety Rules.

#### **School Bus Suspensions**

The Superintendent, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Prohibited student conduct as defined in School Board policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Superintendent or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The District's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.<sup>2</sup>

#### **Academic Credit for Missed Classes During School Bus Suspension**<sup>3</sup>

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

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<sup>1</sup> All districts must have a policy on student discipline. 105 ILCS 5/10-20.14, amended by P.A.s 104-391 and 104-430; 23 Ill.Admin.Code §1.280. Ill. State Board of Education (ISBE) *School Bus Safety Guidance* is available at: [www.isbe.net/Documents/Bus-Safety-Guidance-June-2025.pdf](http://www.isbe.net/Documents/Bus-Safety-Guidance-June-2025.pdf). State law requires the parent-teacher advisory committee, in cooperation with school bus personnel, to develop with the board, school bus safety procedures. 105 ILCS 5/10-20.14(c). See sample administrative procedure 4:110-AP3, *School Bus Safety Rules*.

<sup>2</sup> Attorneys disagree whether 105 ILCS 5/10-22.6(b) applies to school bus suspensions; this sentence applies the law to school bus suspensions. Sample policy 7:200, *Suspension Procedures*, satisfies the procedural requirements in 105 ILCS 5/10-22.6(b). Delete this sentence only at the direction of the board attorney.

<sup>3</sup> The first sentence of this subhead is required by 105 ILCS 5/10-22.6(b-30).

#### Electronic Recordings on School Buses <sup>4</sup>

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse the School District for any necessary repairs or replacement.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act; 34 C.F.R. Part 99.  
105 ILCS 5/10-20.14 and 5/10-22.6.  
105 ILCS 10/, Ill. School Student Records Act.  
720 ILCS 5/14-3(m).  
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 7:340 (Student Records)

ADMIN. PROC.: 4:110-AP3 (School Bus Safety Rules)

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>4</sup> This section is optional; it contains the statutory prerequisites for districts that want to use electronic audio and visual recording devices on school buses. 720 ILCS 5/14-3(m). These required prerequisites reside in an exception to the criminal eavesdropping statute. The criminal eavesdropping statute prohibits recording a conversation in which someone has a reasonable expectation of privacy without the consent of all parties but allows citizens to record public conversations without obtaining consent. While the criminal eavesdropping statute was legislatively corrected as of 12-30-2014, 720 ILCS 5/14-3(m) remains the same. Districts should consult with their board attorney regarding the requirements of the statute.

In addition, consult with the board attorney concerning the status of video and/or audio recordings that were made on school buses. Confusion surrounds whether or not videotapes are education records for purposes of the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and/or school student records as defined in the Ill. School Student Records Act (ISSRA) (105 ILCS 10/). ISBE considerably reduced the confusion by stating in its rule that school student records do not include video or other electronic recordings "created at least in part for law enforcement or security or safety reasons or purposes." 23 Ill.Admin.Code §375.10. ISBE rules also specify that: (1) electronic recordings made on school buses, as defined in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3(m), are not school student records, and (2) no image on a school security recording may be designated as directory information. 23 Ill.Admin.Code §§ 375.10, 375.80(a)(2)(B). This treatment exempts school bus videos from the multiple requirements in ISSRA. However, when responding to a request under the Freedom of Information Act (5 ILCS 140/) for recordings on school buses, a district will need to find an exemption other than the recording is a school student record.

## **Students**

### **Misconduct by Students with Disabilities** <sup>1</sup>

#### **Behavioral Interventions** <sup>2</sup>

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The School Board will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

#### **Discipline of Special Education Students** <sup>3</sup>

The District shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Ill. State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. State law requires each district to have a policy on student behavior (105 ILCS 5/10-20.14; 23 Ill.Admin.Code §1.280) plus "policies and procedures" on behavioral interventions (105 ILCS 5/14-8.05). In its continuing commitment to help school districts and special education cooperatives comply with the Ill. State Board of Education's requirements for policy and procedure, the Ill. Council of School Attorneys, special education committee, reviewed this policy and prepared extensive procedures, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities*. These procedures, plus other material, are available gratis on the IASB website at: [www.iasb.com/policy-services-and-school-law/guidance-and-resources/special-education/special-education-procedures-and-sample-policies/](http://www.iasb.com/policy-services-and-school-law/guidance-and-resources/special-education/special-education-procedures-and-sample-policies/).

<sup>2</sup> State law specifies what must be covered in the mandatory "policies and procedures" on behavioral interventions. 105 ILCS 5/14-8.05(c). They must "be developed with the advice of parents with students with disabilities and other parents, teachers, administrators, advocates for persons with disabilities, and individuals with knowledge or expertise in the development and implementation of behavioral interventions for persons with disabilities." *Id.* A board that wants to highlight the components of the procedures may add the following:

The committee shall review the Ill. State Board of Education's guidelines on the use of behavioral interventions and use them as a non-binding reference. This policy and the behavioral intervention procedures shall be furnished to the parents/guardians of all students with individual education plans (IEPs) within 15 days after their adoption or amendment by, or presentation to, the School Board or at the time an individual education plan is first implemented for a student; all students shall be informed annually of this policy and the procedures. At the annual IEP review, this policy shall be given to the parents/guardians and the behavioral interventions procedures explained and made available to them on request.

<sup>3</sup> A special education student may not be expelled for behavior or a condition that is a manifestation of the student's disability. 34 C.F.R. §300.530.

LEGAL REF.: Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.  
Gun-Free Schools Act, 20 U.S.C. §7151 et seq.  
34 C.F.R. §§300.101, 300.530 - 300.536.  
105 ILCS 5/10-22.6 and 5/14-8.05.  
23 Ill.Admin.Code §226.400.  
Honig v. Doe, 484 U.S. 305 (1988).

CROSS REF.: 2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct)

## Students

### Conduct Code for Participants in Extracurricular Activities <sup>1</sup>

The Superintendent or designee, using input from coaches and sponsors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with School Board policy.<sup>2</sup> The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in discipline, up to and including removal from the activity. Participants who violate the conduct code will be allowed to give an explanation before being progressively disciplined.<sup>3</sup> The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Board.

Participants in extracurricular activities must abide by the conduct code for the activity and Board policy 7:190, *Student Behavior*. All coaches and sponsors of extracurricular activities shall annually review the conduct code with participants and provide participants with a copy. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 12 participating in these programs. <sup>4</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content.

<sup>2</sup> Optional:

...and the rules adopted by any association in which the School District maintains a membership.

<sup>3</sup> In most cases involving a student's removal from an extracurricular activity, courts have ruled that participation in extracurricular programs is a privilege rather than a right. *Clements v. Bd. of Educ. of Decatur Public Sch. Dist. No. 61*, 133 Ill.App.3d 531 (4th Dist. 1985). The deprivation of a privilege does not trigger the Constitution's due process provision. Consequently, unlike school attendance, students generally have no constitutional right to participate in extracurricular programs. See also *Kevin Jordan v. O'Fallon THSD 203*, 302 Ill.App.3d 1070 (5th Dist. 1999). This case involved a type of *good citizen* rule in which all student-participants in extracurricular activities agreed to abide by the school's ban on alcohol and drug use. Pursuant to this rule, the school suspended a star football player who police had found intoxicated at a convenience store around 3:00 A.M. The suspension was upheld.

Compare with *Mahanoy Area Sch. Dist. v. B.L.*, 594 U.S. 180 (2021), which involved a student suspended from the cheerleading squad for one year after she posted two vulgar *snaps* on Snapchat while off campus during the weekend. The U.S. Supreme Court held that while schools may have a special interest in regulating some off-campus student speech, e.g., teaching good manners and preventing disruption, here the school's interests were insufficient to overcome the student's interest in free expression, and the one-year suspension violated the student's First Amendment rights. The Court noted that the school's interest in regulation was diminished by the fact that the student's speech did not identify the school, did not target any member of the school community, and was transmitted through a personal cell phone to an audience consisting of her private circle of Snapchat friends. Comments during oral argument suggest the Court was particularly struck by the severity of the discipline issued as well. Careful factual analysis, in consultation with the board attorney, should occur when considering discipline of participants for off-campus activity. See sample administrative procedure 7:240-AP1, *Code of Conduct for Extracurricular Activities*.

<sup>4</sup> 105 ILCS 5/27-255(d), renumbered by P.A. 104-391.

### Extracurricular Drug and Alcohol Testing Program <sup>5</sup>

The District maintains an extracurricular drug and alcohol testing program in order to foster the health, safety, and welfare of its students. Participation in extracurricular activities is a privilege and participants need to be exemplars. The program promotes healthy and drug-free participation.

Each student and his or her parents/guardians must consent to having the student submit to random drug and alcohol testing in order to participate in any extracurricular activity. Failure to sign the District's *Consent to Participate in Extracurricular Drug and Alcohol Testing Program* form will result in non-participation.

If a test is *positive*, the student will not participate in extracurricular activities until after a *follow-up* test is requested by the Building Principal or designee and the results are reported. The Building Principal or designee will request a *follow-up* test after such an interval of time that the substance previously found would normally be eliminated from the body. If this *follow-up* test is negative, the student will be allowed to resume extracurricular activities. If a *positive* result is obtained from the *follow-up* test, or any later test, the same previous procedure shall be followed.

The Superintendent or designee shall develop procedures to implement this policy. No student shall be expelled or suspended from school as a result of any verified positive test conducted under this program other than when independent reasonable suspicion of drug and/or alcohol usage exists. This program does not affect the District policies, practices, or rights to search or test any student who at the time exhibits cause for reasonable suspicion of drug and/or alcohol use.

### Performance Enhancing Drug Testing of High School Student Athletes <sup>6</sup>

The Illinois High School Association (IHSA) prohibits participants in an athletic activity sponsored or sanctioned by IHSA from ingesting or otherwise using any performance enhancing substance on its banned substance list, without a written prescription and medical documentation provided by a licensed physician who evaluated the student-athlete for a legitimate medical condition. IHSA administers a performance-enhancing substance testing program. Under this program, student athletes are subject to random drug testing for the presence in their bodies of performance-enhancing substances on the IHSA's banned substance list. In addition to being penalized by IHSA, a student may be disciplined according to Board policy 7:190, *Student Behavior*.

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<sup>5</sup> This program is optional. The U.S. Supreme Court upheld the constitutionality of a student activities drug testing policy that required all middle and high school students to consent to random urinalysis testing for drugs in order to participate in any extracurricular activity. *Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls et al.*, 536 U.S. 822 (2002). This sample policy, as well as the procedures and forms implementing it, are based on the policy approved by the Seventh Circuit in *Todd v. Rush County Schs.*, 133 F.3d 984 (7th Cir. 1998). Alternatively, this program may be limited to extracurricular athletic participants; if so, add the Drug and Alcohol Testing Program to policy 7:300, *Extracurricular Athletics*, and delete it from here.

<sup>6</sup> For a list of classes of banned substances, the testing program, and other related resources, see the IHSA Performance-Enhancing Drug Testing Policy in the *IHSA Handbook*, available online at: [www.ihsa.org/about/constitution-by-laws-policies](http://www.ihsa.org/about/constitution-by-laws-policies).

- LEGAL REF.: Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180 (2021).  
Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls, 536 U.S. 822 (2002).  
Vernonia Sch. Dist. 475 v. Acton, 515 U.S. 646 (1995).  
Clements v. Bd. of Educ. of Decatur, 133 Ill.App.3d 531 (4th Dist. 1985).  
Kevin Jordan v. O’Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999).  
Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998).  
105 ILCS 5/24-24 and 5/27-255(d).
- CROSS REF.: 5:280 (Duties and Qualifications), 6:190 (Extracurricular and Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:300 (Extracurricular Athletics)

## **Students**

### **Exemption from Physical Education**<sup>1</sup>

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act.<sup>2</sup> The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request.<sup>3</sup> Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.<sup>4</sup>

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course.<sup>5</sup>

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District.<sup>6</sup>

A student who is eligible for special education may be excused from physical education courses in either of the following situations:<sup>7</sup>

1. He or she (a) is in grades 3-12, (b) his or her Individualized Educational Program/Plan (IEP) requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> An ISBE rule requires boards to have a policy defining the types of parental excuses that will be accepted in order for a student to be exempted from P.E. 23 Ill.Admin.Code §1.425(e), amended at 42 Ill.Reg. 11542-43. State or federal law controls this policy's content.

For elementary districts, delete 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* from the cross references of this sample policy.

<sup>2</sup> Medical Practice Act is found in 225 ILCS 60/; 23 Ill.Admin.Code §1.425(d).

<sup>3</sup> Required by 23 Ill.Admin.Code §1.425(d)(1) and (2). School boards must identify any evidence/support they will require for excuses they will deem appropriate. Before the board adopts this sample policy, it should have a conversation with the superintendent to discuss and review and/or amend the sample reasons for excusal offered in this sample policy. Topics for discussion include determining whether (a) the sample reasons are sufficient, (b) more reasons are needed, and/or (c) the sample reasons should be amended. These conversations should be based upon the community's needs.

<sup>4</sup> 105 ILCS 5/27-710(b-5), renumbered by P.A. 104-391; 23 Ill.Admin.Code §1.425(f). A note from clergy or a religious leader is unnecessary to excuse a student from the physical education components of physical education class during a period of religious fasting, and should not be requested by a district. Only a note from a student's parent/guardian is required.

<sup>5</sup> Required by 105 ILCS 5/27-710, renumbered by P.A. 104-391 and 23 Ill.Admin.Code §1.425(d)(3).

<sup>6</sup> 105 ILCS 5/27-710(b), renumbered by P.A. 104-391; 23 Ill.Admin.Code §1.425(e)(6). See sample policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*, for a list of categories of students in grades 9-12 who may be excused from P.E. due to participation in school district athletic training, activities, or competitions.

<sup>7</sup> 105 ILCS 5/27-710(b), renumbered by P.A. 104-391 and 23 Ill.Admin.Code §1.425(e)(5)(A) and (B).

2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

A student requiring adapted physical education must receive that service in accordance with his or her IEP.<sup>8</sup>

A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated in Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.<sup>9</sup>

Students in grades 7 and 8 may submit a written request to the Building Principal to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program.<sup>10</sup> The Building Principal will evaluate requests on a case-by-case basis.

The Superintendent or designee shall maintain records showing that the criteria set forth in this Board policy were applied to the student's individual circumstances, as appropriate.<sup>11</sup>

Students who have been excused from physical education shall return to the course as soon as practical.<sup>12</sup> The following considerations will be used to determine when a student shall return to a physical education course:<sup>13</sup>

1. The time of year when the student's participation ceases;
2. The student's class schedule; and
3. The student's future or planned additional participation in activities qualifying for substitutions for physical education as outlined in Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.<sup>14</sup>

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<sup>8</sup> 105 ILCS 5/27-710(b), renumbered by P.A. 104-391.

<sup>9</sup> 105 ILCS 5/27-710, renumbered by P.A. 104-391; 23 Ill.Admin.Code §1.425(e). Delete this sentence for elementary school districts.

<sup>10</sup> Optional. *Id.* See f/n 19 in sample policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*, for discussion of what constitutes an *interscholastic* or *extracurricular athletic program*. Delete this paragraph for high school districts.

For elementary or unit school boards that want to explain the meaning of *interscholastic* or *extracurricular athletic program*, insert the following option:

Interscholastic or extracurricular athletic programs are organized school-sponsored or school-sanctioned activities for students that are not part of the curriculum, not graded, not for credit, generally take place outside of school instructional hours, and under the direction of a coach, athletic director, or band leader.

<sup>11</sup> 23 Ill.Admin.Code §1.425(e). Districts must maintain records showing that the criteria set forth in 105 ILCS 5/27-710, renumbered by P.A. 104-391, was applied to the student's individual circumstances.

<sup>12</sup> 23 Ill.Admin.Code §1.425(e)(1)(A)-(C).

<sup>13</sup> Insert any additional criteria the board may want to use.

<sup>14</sup> Delete item #3 for elementary districts, move "and" to the end of sentence number 1, delete the semicolon at the end of number 2 and insert a period.

LEGAL REF.: 105 ILCS 5/27-710.  
225 ILCS 60/, Medical Practice Act.  
23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students)

## **Students**

### **Communicable and Chronic Infectious Disease**<sup>1</sup>

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the School Board's policies.<sup>2</sup> The Superintendent will develop procedures to safeguard these rights while managing health and safety concerns.

LEGAL REF.:       105 ILCS 5/10-21.11.  
                           23 Ill.Admin.Code §§1.610 and 226.300.  
                           77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.  
                           20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.  
                           29 U.S.C. §794(a), Rehabilitation Act of 1973, Section 504.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> 105 ILCS 5/10-21.11 requires all boards to adopt a policy on the appropriate manner of managing children with chronic infectious diseases. State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled in that competing interests (balancing the protection of the afflicted student's rights against the protection of the health and safety of the student body) have not been completely resolved.

<sup>2</sup> A student with a contagious disease is probably an *individual with a disability* under Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. §794(a). See Sch. Bd. of Nassau Co. v. Arline, 480 U.S. 273 (1987) (teacher with tuberculosis was covered under Section 504); Thomas v. Atascadero Unified Sch. Dist., 662 F.Supp. 376 (C.D. Ca. 1986) (a child with AIDS was covered under Section 504); Dist. 27 Cmty. Sch. Bd. v. Bd. of Educ. of the City of New York, 502 N.Y.S.2d 325 (1986).

Students with contagious diseases may also qualify for special education under the Individuals With Disabilities Education Improvement Act of 2004. 20 U.S.C. §1400 et seq. Each school district, independently or in cooperation with other districts, must provide a comprehensive program of special education that meets the needs of children from ages 3 through 21 with exceptional characteristics as identified in State law, specifically including physical or health impairments. 105 ILCS 5/14.

Decisions to place a student in a class outside regular classes due to infectious disease must be based on medical evaluations indicating a need to protect the health and safety of others. Cmty. High Sch. Dist. 155 v. Denz, 124 Ill.App.3d 129 (2nd Dist. 1984).

Cases involving contagious diseases are highly fact-specific. Generally, the appropriate treatment of a student depends on the severity of the disease and the risk of infecting others, but in all cases, the board attorney should be consulted.

## Students

### Extracurricular Athletics

Student participation in school-sponsored extracurricular athletic activities is contingent upon the following:

1. The student must meet the academic criteria set forth in Board policy 6:190, *Extracurricular and Co-Curricular Activities*.<sup>1</sup>
2. A parent/guardian of the student must provide written permission for the student's participation, giving the District full waiver of responsibility of the risks involved.<sup>2</sup>
3. The student must present a current certificate of physical fitness issued by a licensed physician, an advanced practice registered nurse, or a physician assistant. The ***Pre-Participation Physical Examination Form***, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.<sup>3</sup>
4. The student must show proof of accident insurance coverage either by an insurance policy purchased through the District-approved insurance plan or a parent/guardian written statement that the student is covered under a family insurance policy.<sup>4</sup>

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<sup>1</sup> State or federal law controls this policy's content.

A comprehensive Student Handbook can provide notice to parents and students of the school's conduct rules, extracurricular and athletic participation requirements, and other important information. The building principal usually develops the Handbook, subject to review and approval by the superintendent and board.

Each board in a district that maintains any of grades 9 through 12 must have a *no pass-no play* policy. 105 ILCS 5/10-20.30. See sample policy 6:190, *Extracurricular and Co-Curricular Activities*, for complete details.

For purposes of clarity, the IASB uses a curricular-extracurricular dichotomy. All classes are included in the category *curricular* as well as what was formally known as *co-curricular*, e.g., band and choral performances that are a required part of the class. The category *extracurricular* includes all school-sponsored activities that are not a part of a student's educational program as reflected in the student's class schedule. Examples include football, cheerleading, French club, Key Club, and student government. Note that extracurricular activities may be curriculum-related or non-curriculum-related for purposes of determining access to school facilities under the federal Equal Access Act. See sample policy 7:330, *Student Use of Buildings - Equal Access*.

<sup>2</sup> At a minimum, schools should: (1) fully inform and warn students and their parents/guardians of risks inherent in a sport, (2) assist their understanding and appreciation of these risks, and (3) document the school's efforts. See sample exhibit 7:300-E1, *Agreement to Participate*. This form's provision concerning waiver of liability and hold harmless should be reviewed with the board attorney. The district may not be able to waive gross negligence or recklessness on its part, but the waiver language in the form serves to alert the student and his/her parents/guardians to the seriousness of potential injuries.

<sup>3</sup> Students participating in interscholastic athletics must have an annual physical exam. 23 Ill.Admin.Code §1.530(b)(2). Ill. High School Association (IHSA) bylaw 2.150 requires schools to have on file for each student participating in interscholastic athletics a certificate of physical fitness issued by a licensed physician, physician assistant, or nurse practitioner not more than 395 days preceding any date of participation; a form is available on the IHSA website at: [www.ihsa.org/resources/download-center](http://www.ihsa.org/resources/download-center).

<sup>4</sup> This item ensures that students are covered by insurance for medical expenses up to \$50,000 (before the district's catastrophic accident insurance kicks in) and that students who are not covered by the district's catastrophic insurance are otherwise covered by insurance.

5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parents/guardians must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program.<sup>5</sup>
7. The student and his or her parents/guardians must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association),<sup>6</sup> and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about Board policy 7:305, *Student Athlete Concussions and Head Injuries*.<sup>7</sup>

The Superintendent or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, *Equal Educational Opportunities*, and (2) shall maintain the necessary records to ensure student compliance with this policy.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

105 ILCS 5/22-15 requires (with limited exceptions) each school district having grades 9-12 to maintain catastrophic insurance coverage for student athletes who sustain an accidental injury while participating in interscholastic athletic events sanctioned by IHSA that results in medical expenses in excess of \$50,000. A district maintaining grades K-8 may, but is not required to, provide accident and/or health insurance on a group or individual basis for students injured while participating in any school-sponsored athletic activity. For more information see sample policy 4:100, *Insurance Management*.

<sup>5</sup> Optional; delete if the district does not have such a program. Be sure this provision is consistent with sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*, and sample administrative procedure 7:240-AP2, *Extracurricular Drug and Alcohol Testing Program*. The Seventh Circuit upheld the constitutionality of a high school's random drug testing program for students involved in extracurricular activities in *Todd v. Rush County Schs.*, 133 F.3d 984 (7th Cir. 1998).

<sup>6</sup> Participants in an IHSA-sponsored or sanctioned athletic event are subject to testing for banned substances. For a list of banned substance classes, the testing program, and other related resources, see the IHSA Handbook at:

[www.ihsa.org/about/constitution-by-laws-policies](http://www.ihsa.org/about/constitution-by-laws-policies) and [www.ihsa.org/resources/download-center](http://www.ihsa.org/resources/download-center).

The sponsoring organization's rules/bylaws/policies govern decisions related to transgender student participation in extracurricular athletic activities. See:

1. IESA Handbook: *Policy and School Recommendations for Transgender Participation* at: [www.iesa.org/documents/handbook/IESA-Policies.pdf](http://www.iesa.org/documents/handbook/IESA-Policies.pdf);
2. IHSA Handbook: Policy #34, *Policy and School Recommendations for Transgender Participation*, at: [www.ihsa.org/about/constitution-by-laws-policies](http://www.ihsa.org/about/constitution-by-laws-policies); and
3. SIJHSAA *Transgender Participation Policy* at: [www.sijhsaa.com/images/stories/pdf/TRANSGENDER\\_PARTICIPATION\\_POLICY\\_Revised\\_10-17-18.pdf](http://www.sijhsaa.com/images/stories/pdf/TRANSGENDER_PARTICIPATION_POLICY_Revised_10-17-18.pdf).

For further information on accommodating transgender students, see sample administrative procedure 7:10-AP1, *Accommodating Transgender, Nonbinary, or Gender Nonconforming Students*. See also two Ill. State Board of Education non-regulatory guidance documents entitled *Supporting Transgender, Nonbinary and Gender Nonconforming Students* and *Sample District Policy and Administrative Procedures*, at: [www.isbe.net/supportallstudents](http://www.isbe.net/supportallstudents). Federal administrations have taken varying positions on whether transgender students can compete consistent with their gender identity; consult the board attorney for guidance on this evolving area of law.

<sup>7</sup> IHSA eligibility information and required forms are available at: [www.ihsa.org/resources/download-center](http://www.ihsa.org/resources/download-center).

A district must include information concerning the board's concussion policy in any agreement, contract, code, or other written instrument that the district requires a student athlete and his or her parent(s) or guardian(s) to sign before participating in practice or interscholastic competition. 23 Ill.Admin.Code §1.530(b)(1). Sample exhibit 7:300-E1, *Agreement to Participate*, contains the requirements in this policy. In addition, the student and student's parent/guardian must sign a form approved by IHSA acknowledging receiving and reading written information on concussions. 105 ILCS 5/22-80(e).

The IHSA website contains many helpful resources, available at: [www.ihsa.org/resources](http://www.ihsa.org/resources).

Concussion information is available from the Ill. Elementary School Assoc. at: [www.iesa.org/activities/concussion.asp](http://www.iesa.org/activities/concussion.asp).

LEGAL REF.: 105 ILCS 5/10-20.30 and 5/22-80.  
23 Ill.Admin.Code §1.530(b).

CROSS REF.: 4:100 (Insurance Management), 4:170 (Safety), 6:190 (Extracurricular and Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:305 (Student Athlete Concussions and Head Injuries), 7:340 (Student Records)

## **Community Relations**

### **Parent Organizations and Booster Clubs**

Parent organizations and booster clubs are invaluable resources to the District's schools. While parent organizations and booster clubs have no administrative authority and cannot determine Board policy, the School Board welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has bylaws containing the following: <sup>1</sup>

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Board policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parents/guardians of students enrolled in the school, District staff, and community members.
5. A statement that the District is not, and will not be, responsible for the organization's or club's business or the conduct of its members, including on any organization or club websites or social media accounts.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The Board's legal obligation to comply with Title

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> For boards that want to require all parent organizations and booster clubs to have 501(c)(3) status, use the following paragraph:

Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club is a 501(c)(3) that has submitted proof of its status and has by-laws containing the following:

A 501(c)(3) organization is an organization that qualifies for exemption from federal income tax because it is organized and operated exclusively for one or more of the following purposes: religious; charitable; scientific; testing for public safety; literary; educational; fostering national or international amateur sports competition (but only if none of its activities involve providing athletic facilities or equipment); or the prevention of cruelty to children or animals. For more information, see [www.irs.gov/charities-and-nonprofits](http://www.irs.gov/charities-and-nonprofits).

IX by providing equal athletic opportunity for members of both genders will supersede an organization's or club's recommendation.<sup>2</sup>

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as the District's representative. At no time does the District accept responsibility for the actions of any parent organization or booster club regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.<sup>3</sup> The Superintendent shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will be encouraged to participate in the organizations.

CROSS REF.: 8:80 (Gifts to the District)

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>2</sup> Booster clubs are selective in their support. However, by accepting booster club assistance that creates vast gender differences, a board may face claims that it has violated Title IX. Title IX's focus is on equal funding opportunities, equal facility availability, similar travel and transportation treatment, comparable coaching, and comparable publicity. See 34 C.F.R. Part 106.

<sup>3</sup> Booster clubs present potential liabilities to a school district beyond loss of funds because they seldom are properly organized (they generally are not incorporated or otherwise legally recognized), carry no insurance, raise and handle large sums, and club members hold themselves out as agents of the school (after all, no funds could be raised but for the school connection). A disclaimer, such as the one presented here, may not be sufficient. A district may take several actions, after discussion with its board attorney, to minimize liability, such as adding a requirement to item 6 above that the club: (1) operate under the school's authority (activity accounts); or (2) be properly organized and demonstrate fiscal responsibility by being a 501(c)(3) organization, obtaining a bond, and/or arranging regular audits. Ultimately, the best way to minimize liability is to be sure that the district's errors and omissions insurance covers parent organizations and booster clubs.



PORTRAIT  
OF A  
GRADUATE

## Gurnee School District 56

3706 FLORIDA AVE  
GURNEE IL 60031

WWW.D56.ORG  
847-336-0800

Education that Inspires...Opportunities for All

To: Dr. Luis Correa  
From: Martin Da Costa  
Re: July 1, 2026 - Bills of Payment  
Date: June 24, 2026

The Board of Education approves Bills for Payment on a monthly basis. The following liabilities are due prior to the July Board meeting and should be paid on July 1, 2026.

|                             |               |       |              |
|-----------------------------|---------------|-------|--------------|
| Amalgamated Bank of Chicago | July 01, 2026 |       | \$176,875.00 |
| Amalgamated Bank of Chicago | July 01, 2026 |       | \$142,100.00 |
| Amalgamated Bank of Chicago | July 01, 2026 |       | \$ 61,842.50 |
| Amalgamated Bank of Chicago | July 01, 2026 |       | \$ 7,150.00  |
| Skyward                     | July 01, 2026 |       | \$ 64,563.00 |
|                             |               | Total | \$452,530.50 |

Please ask the Board of Education at the regularly scheduled meeting on June 24, 2026 to approve the above expenditures totaling \$452,530.50 for payment on July 1, 2026.



2026-2027  
Communications  
Support  
Gurnee District 56  
5.28.2026



## 01 | The CESO Communications Story •

CESO Communications is committed to “rethinking possible” in all we do. We are grounded in the belief that the best ideas come from curious minds with unexpected backgrounds.

CESO Communications has school communication professionals from across the country with a combined experience of more than 300 years. All of our senior strategists have earned the Accredited in Public Relations (APR) designation. We understand the issues faced by schools and districts, and we have experience in solving any issue. We combine our school expertise with a creative team of designers, marketers and strategists who bring agency and consumer experience into the mix.

## 02 | Scope of Work & Cost •

CESO Communications proposes continuing to partner with Gurnee District 56 (D56) to provide communications support and assistance. While our team is open to accepting other assignments, our initial scope of work will focus on the following:

- Create content to be included in a variety of communications channels including Facebook, Inside 56 and Viking Voice
- Post and manage website content
- Assist with communications related to crisis and emergency situations
- Provide graphic design for print and other materials
- Provide advice and counsel to district leaders

We will provide a monthly block of 15 hours from July 2026 through June 2027. Our work will be guided by Superintendent Correa or his designee.

***COST - \$28,800 or \$2,400 monthly***

## 03 | Payment Terms & Timeline •

Work will be invoiced on a monthly basis beginning in June 2026 and ending in June 2027.



## 04 | Authorization to Proceed •

Please sign and return a copy of this contract to CESO Communications as authorization to proceed. Once we receive this signed contract we will return a final contract to you for your records and begin with the implementation stages of this agreement.

I have carefully reviewed the above contract and authorize CESO Communications to proceed.

Dr. Luis Correa, Superintendent  
Gurnee District 56  
3706 Florida Ave.  
Gurnee, IL 60031

Bob Noyed, Vice President  
CESO Communications  
615 1st Avenue NE - Suite 115  
Minneapolis, MN 55413

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Printed

\_\_\_\_\_  
Authorized Printed

### FOR INVOICES

Please include the name, title and email address of the person who should receive invoices for this contract

\_\_\_\_\_  
Name and title (printed)

\_\_\_\_\_  
Email address



**PROPOSAL RESPONSE FOR:**

**Strategic Planning Partnership  
Services – Final Revision**

**PRESENTED TO:**

**GURNEE SCHOOL DISTRICT 56, IL**

**Date: June 5, 2026**

# COVER LETTER

Battelle for Kids (BFK) and AASA, The School Superintendents Association, joined forces beginning July 1, 2025. BFK's experience and expertise, combined with AASA's influence and reach, create synergies to accelerate and scale our future-ready learning models to impact public education in a positive, transformative way.

It is with pleasure that we offer to support Gurnee School District 56 (D56) with your efforts to integrate your Portrait of a Graduate competencies into the district's Strategic Planning Process and ultimately your learning design. The purposeful integration of your Portrait of a Graduate competencies into the learning design activates conceptual transfer and deep understandings resulting in strong academic growth and achievement. Planning and execution will require shifts in educator practice, leadership support, and organizational coherence throughout the engagement, building capacity at all levels.

We appreciate the opportunity to be considered as we share a strategic framework anchored in the Public Education Promise (PEP). We believe the PEP framework can be viewed as a district's commitments with a focus on prioritizing long-term goals and being more agile in response to rapid changes. The framework provides guiding principles like student-centered learning and future-ready approaches which districts can adapt and weigh these principles differently based on their specific needs.

We are excited to have further conversations around a true partnership approach with AASA.

All the best,

Jeff

Jeff Korchinski, District Partnerships

# EXECUTIVE SUMMARY

**Every school system is unique, but they are connected by a shared aspiration: that all students have an educational experience preparing them to be effective lifelong learners and contributors.**

D56 has been focusing on further evolution into a future-ready district. A Portrait of a Graduate has been developed. An encouraging and proactive Superintendent who is a strong advocate and has prioritized two years of sustained work on learning frameworks and integrating the Portrait work into the SIP process have all attributed to increased exposure and valuable learning experiences across the district.

The district now has the opportunity to continue to build upon this effort with the development of your Strategic Plan. As you move from alignment to transformation, we believe what is missing is a single, enduring architecture that holds the Portrait, the instructional shifts, and the operational work of the district under one coherent strategy.

AASA proposes a strategic planning partnership that builds that architecture using the Public Education Promise as its foundation. The Public Education Promise is not a template to adopt. It is a research-grounded set of five interlocking principles that provide a reliable lens for a district to articulate its own long-term commitments and the shorter-cycle priorities that will realize them.

We see the culmination of this work with a ten-year District Framework: a framework of enduring commitments, three-year priority cycles which bring continuity and the ability to pivot and adjust without complete reconstruction every time. We see aligned action plans, and a monitoring and accountability structure designed to keep the plan active rather than archived.

We see this engagement as a true partnership. D56 is well positioned to serve as a national proof-of-concept for how a small district can apply the Public Education Promise with fidelity and produce durable results. In exchange for documented case-study rights, reference-client status, and opportunities for D56 leadership to share the district's experience at AASA's EPIC event and the National Conference on Education, AASA is offering this engagement at a pilot partnership price of \$30,000.

We are excited to be considered a partner in supporting this important work.

# Why the Public Education Promise is the Right Foundation

Most district strategic plans are organized around whatever the consultant brings to the table: a proprietary methodology, a generic SWOT-based template, or the structure of the district's last plan. The result is a plan that works for the moment it was written and begins decaying the day after it is adopted.

The Public Education Promise offers something structurally different. The Public Education Promise is AASA's commitment to providing every child in every community with a highly effective education that prepares them for college, career, and real life. Developed by the Public Education Promise Advisory Committee, (coalition of superintendents, educators, and cross-sector leaders convened by AASA), the Future-Ready Framework represents a fundamental redesign of the current education system, rooted in principles flexible enough to honor local context and sturdy enough to prepare all students to thrive in futures they cannot yet imagine. The framework articulates five principles that collectively define what public schools must do to graduate future-ready students:

- Prioritize Student-Centered Learning
- The New Basics: Real Skills for Real Life
- Attract, Hire, Retain, and Reward the Best People
- Build Highly Engaged Family, Community, and Business Partnerships
- Measure What Matters

These five principles are not goals a district adopts. They are a lens the district uses to determine what commitments it will make, what priorities it will pursue, and what it will measure. The principles are flexible enough to honor local context and sturdy enough to remain relevant as circumstances shift.

That durability is exactly what D56 has asked for: not a five-year plan with a 2032 expiration date, but a framework that can potentially anchor a decade of work and adapt through shorter priority cycles along the way.

## What This Means in Practice

The Public Education Promise does not prescribe D56's commitments. The community, staff, and leadership of D56 determine those commitments themselves, using the five principles as a structured frame for the conversation.

The district's Portrait of a Graduate and any existing learning framework or progressions are not set aside. They are examined through the Public Education Promise lens and integrated into the commitments that emerge.

The framework is built to live. The Public Education Promise's emphasis on measuring what matters shapes how progress is tracked, reported, and adjusted over the life of the plan.

## Philosophical Underpinnings

Five commitments guide how AASA approaches this engagement. These commitments shape the design of every session, every input instrument, and every deliverable in the scope that follows.

- **Long-term stability, short-term agility.** The ability to develop a ten-year framework of district commitments, supported by three-year priority cycles. This provides enduring direction while preserving the district's ability to respond to a changing landscape.
- **Coherence as a catalyst.** The engagement produces a single architecture that connects the Portrait of a Graduate, the district's learning frameworks, its operating priorities, and its monitoring structure. Alignment is the multiplier.
- **Evidence over assumption.** Wide stakeholder input, a Public Education Promise systems self-assessment, and structured current-state analysis replace gut-feel conclusions with a defensible evidence base for every commitment and priority.
- **Equal voice, not loudest voice.** Engagement methods are designed so that every stakeholder's input carries equal weight, surfacing the full diversity of thought in the community rather than the views of the most practiced speakers.
- **From consumers to co-creators.** Students, staff, families, and community members are engaged as co-authors of the district's future rather than as audiences for a finished plan.

## PROPOSED METHODOLOGY & TIMELINE

The engagement is organized across four phases over approximately six months, preceded by a dedicated Leadership and Community Immersion approximately one month before the formal work begins. Note, this timeframe can be adjusted based on the availability of district staff. Each phase is designed to produce a specific deliverable and to build district capacity to sustain the work beyond AASA's involvement.

### Timeline at a Glance

| Timeframe   | Phase                          | Key Activities & Milestones                                                                |
|-------------|--------------------------------|--------------------------------------------------------------------------------------------|
| 7/2         | Virtual Planning               | Project kickoff; confirm key dates and team contacts; Communications Toolkit delivered     |
| 9/15        | Leadership Immersion           | One-day on-site Public Education Promise working session; SP orientation                   |
| 9/16        | Design Team Meeting 1          | SP Orientation; Data review and Priority Area input                                        |
| Sept-Oct    | Discovery (Phase 4)            | Stakeholder survey; systems self-assessment; board conversations                           |
| 11/4        | Design Team Meeting 2          | Updates, Priority area and Goal feedback                                                   |
| 11/5        | Leadership Team Meeting        | Review Design Team feedback, refine Priority Areas and Goals, Begin to craft Benchmarks    |
| Nov – Jan   | Refinement                     | Writing Team convenes; Commitments and Priorities drafted; staff focus groups              |
| 2/3         | Design Team Meeting 3          | Final review and feedback loop; future Design Team commitment and engagement brainstorming |
| 2/4         | Leadership Team Meeting        | Review Design Team feedback, refine Benchmarks, articulate KPIs                            |
| Feb -April  | Finalization                   | Writing Team completes plan                                                                |
| April 2027  | Final Refinement               | Draft complete; Board review                                                               |
| May 2027    | Launch                         | Final District Framework delivered; board approval                                         |
| Through-out | Coaching and Capacity Building | Begins after Leadership Immersion; 10-20 for SP                                            |

*Note: All timelines can shift based on actual start date and ground-level realities. Paired community and leadership sessions are anchor points; surrounding activities adjust accordingly.*

## COST OF SERVICES

The following are cost estimates for the services and solutions to support this engagement. Estimates are subject to change should the scope be modified. All pricing includes Travel and related expenses.

| Total:                                                                                                                                                                                                                                                                                                                                                                                      | AASA<br>Member<br>Price | AASA &<br>EdLeader<br>Member Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------|
| Strategic Planning (The price covers all facilitation, design, technical assistance, coaching and capacity-building calls, two on-site paired community and leadership sessions, one on-site pre-engagement Leadership Immersion & Community Forum, the Writing Team support structure, virtual staff focus groups, the Current State Analysis, & the Action Planning Template & meeting.)* | \$33,995                | \$30,000                           |

\*Includes all Prep and travel related expenses

## APPENDIX - COMPANY PROFILE



AASA, The School Superintendents Association, is the premier association for school system leaders and serves as the national voice for public education and district leadership on Capitol Hill.

A professional community of more than 10,000 educational leaders, AASA and its members are committed to providing high-quality public education to all students.

AASA develops and supports school system leaders through the national exchange of ideas; access to professional learning, publications, and resources; and opportunities to champion initiatives to help transform the future of public education.

### AASA's acquisition of Battelle For Kids

Battelle For Kids joined AASA, effective July 1, 2025. While this closes the chapter on the storied 24-year-old organization that has been BFK, the important work continues at AASA. The Portrait of a Graduate framework, which Battelle For Kids has proudly led for more than a decade, is central to the work of preparing future-ready students.

This integration positions AASA for long-term stability and growth, enabling it to expand its reach and deepen its impact. With increased scalability and broader implementation of Portrait of a Graduate and Portrait to Practice® it strengthens AASA's ability to support educational leaders, enrich professional development opportunities, and foster strategic partnerships. It will also assist in providing high-quality public-school education supports to leaders and learners with student-centered, best-in-class education systems.

There is a strong contingent of BFK staff members who transitioned to AASA, allowing for continuity in how we support district clients.

“Battelle for Kids and AASA share a common mission and serve a similar audience, both organizations are dedicated to transforming school systems for educators and students nationwide. That’s why I’m thrilled to expand and scale the impactful work Battelle for Kids has championed,” said Dr. David R. Schuler, Executive Director of AASA. “As a lifelong educator and former superintendent, I look forward to advancing this work even further—creating greater opportunities and pathways for every student, in every community.”

36 Howard Drive·Ellisville, MS 39437  
P.O. Box 1590·Laurel, MS 39441



888.912.3151 general·601.399.5077 fax  
888.323.3151 technical support

A Division of Howard Industries, Inc.  
[www.Howard.com](http://www.Howard.com)

## Online Quotation

|                       |                           |                      |               |
|-----------------------|---------------------------|----------------------|---------------|
| <b>Quote No:</b>      | TT12 1657377.00           | <b>Quote Date:</b>   | June 18, 2026 |
| <b>Customer Name:</b> | Eric Esteban              | <b>Phone Number:</b> | 8473360800    |
| <b>Company Name:</b>  | Gurnee SD 56              | <b>Fax Number:</b>   |               |
| <b>Quote Name:</b>    | Lenovo Chromebook Qty 650 |                      |               |

### Item 1

| Category     | Description                                                                                                                                                                                                                      | Qty. | Unit Price | Ext. Price   |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|--------------|
| System Type: | Accessories                                                                                                                                                                                                                      |      |            |              |
| 1:           | Lenovo Chrome 100e G5 M89 83T6 - Kompanio 540 up to 2.6 GHz - Chrome OS - Mali-G52 2EE MC2 - 4 GB RAM - 64 GB SSD UFS 2.2 - 11.6" IPS 1366 x 768 (HD) - Wi-Fi 6E, Bluetooth - luna gray - kbd: English<br><b>MPN:</b> 83T60006US | 650  | \$313.00   | \$203,450.00 |
| 2:           | Google Chrome OS Management Console - License - academic<br><b>MPN:</b> CROSSWDISEDUNEW                                                                                                                                          | 650  | \$31.00    | \$20,150.00  |

**Sub-Total:** \$223,600.00

**Shipping & Handling:** Included

**Taxes:** Tax Exempt

**Total for Item 1:** \$223,600.00

**This Quote will expire on July 18, 2026.**

**Please include your Quote Number on your Purchase Order.**

### Total for all pre-configured items

|                                  |                     |
|----------------------------------|---------------------|
| <b>Sub-Total:</b>                | <b>\$223,600.00</b> |
| <b>Shipping &amp; Handling :</b> | <b>Included</b>     |
| <b>Taxes:</b>                    | <b>Tax Exempt</b>   |
| <b>Total:</b>                    | <b>\$223,600.00</b> |

### Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to circumstances such as fluctuations in vendor pricing - particularly for critical components such as RAM - or the imposition by the United States or any other country of new or higher tariffs, taxes, duties, fees, or similar charges.



**Gurnee School District 56  
Schedule No. 5 to  
Master Lease Purchase Agreement dated June 28 2012**

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**Closing Index**

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| #   | Document                                                      | Required to Ship                                                                      | Required to Close |
|-----|---------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------|
| 1.  | Master Lease Purchase Agreement.....                          | Copy of existing Master Lease Purchase Agreement dated 6/28/12 included for reference |                   |
| 2.  | Ex. A - Equipment and Lease Payment Schedule.....             | Yes.....                                                                              | Yes               |
| 3.  | Ex. B - Acceptance Certificate .....                          |                                                                                       | Yes               |
| 4.  | Ex. C - Board Resolution or Meeting Minutes .....             | Yes.....                                                                              | Yes               |
| 5.  | Ex. D - Bank Qualified Designation (pertains to 8038-G) ..... |                                                                                       | Yes               |
| 6.  | IRS Form 8038-G or 8038-GC.....                               |                                                                                       | Yes               |
| 7.  | Ex. E – Lease Payment Instructions .....                      |                                                                                       | Yes               |
| 8.  | Ex. F - Insurance Coverage Requirements (informational) ..... |                                                                                       | n/a               |
| 9.  | Insurance Certificate evidencing coverage .....               |                                                                                       | Yes               |
| 10. | Ex. G - Incumbency Certificate .....                          | Yes.....                                                                              | Yes               |
| 11. | Advance Payment, invoice included .....                       |                                                                                       | Yes               |

Please call Connie George at (480) 419-3609 with any questions.

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**Original Closing Documents**

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1. Once documents are signed, please first provide scanned copies of the above items to CGeorge@bankunited.com
2. Then mail the originals to

**Apple Financial Services  
Attention: Connie George  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**



**Financial Services**  
Education Finance

**Lessee:** Gurnee School District 56

**Attention:** Accounts Payable

**Invoice Number:** First Payment / 104203  
**Invoice Due Date:** 8/1/2026  
**Amount Due:** \$106,443.33

**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** MLA# 758-5-104203

| Payment<br>Number | Amount<br>Due |
|-------------------|---------------|
|-------------------|---------------|

1 \$106,443.33

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

**Apple Financial Services**

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

**Invoice Number:** First Payment / 104203  
**Due Date:** 8/1/2026  
**Amount Due:** \$106,443.33

**EXHIBIT A****Schedule No. 5 Dated August 1 2026 to Master Lease Purchase Agreement Dated June 28 2012**

This Schedule No. 5 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated June 28 2012 ("Master Lease"), and is effective as of August 1 2026. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

**Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes**

**EQUIPMENT INFORMATION**

**Computer Hardware--See attached Exhibit 1.**

**LEASE PAYMENT SCHEDULE**

| Pmt #   | Payment Date | Payment Amount | Interest | Principal    | Purchase Price after scheduled payment(s) | Outstanding Balance |
|---------|--------------|----------------|----------|--------------|-------------------------------------------|---------------------|
|         | 8/1/2026     |                |          |              |                                           | \$319,330.00        |
| 1       | 8/1/2026     | \$106,443.33   | \$0.00   | \$106,443.33 |                                           | \$212,886.67        |
| 2       | 8/1/2027     | \$106,443.33   | \$0.00   | \$106,443.33 | \$106,443.34                              | \$106,443.34        |
| 3       | 8/1/2028     | \$106,443.34   | \$0.00   | \$106,443.34 | -\$0.00                                   | -\$0.00             |
| Totals: |              | \$319,330.00   | \$0.00   | \$319,330.00 | Rate 0.0000%                              |                     |

Lessee acknowledges that the discounted purchase price for the Lease is \$306,203.18 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 4.3500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: August 1 2026

LESSOR: **APPLE INC.**

LESSEE: **GURNEE SCHOOL DISTRICT 56**

SIGNATURE: **X** \_\_\_\_\_

SIGNATURE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 5**  
under Master Lease Purchase Agreement dated June 28 2012

| Item # | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Qty  |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1      | <b>13-inch MacBook Air: Apple M5 chip with 10-core CPU and 8-core GPU, 16GB, 512GB SSD - Silver (Packaged in a 5-pack)</b><br>Part Number: MDHL4LL/A<br><b>Configuration:</b><br>065-CK9H : Apple M5 chip with 10-core CPU, 8-core GPU, and 16-core Neural Engine<br>065-CK9N : 16GB unified memory<br>065-CK9T : 512GB SSD storage<br>065-CLJ7 : 40W Dynamic Power Adapter with 60W Max<br>065-CKH6 : None<br>065-CKGP : Backlit Magic Keyboard with Touch ID - US English<br>065-CKH1 : Accessory Kit | 220  |
| 2      | <b>iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack)</b><br>Part Number: MD6L4LL/A                                                                                                                                                                                                                                                                                                                                                                                                                      | 220  |
| 3      | <b>Mosyle Manager for iOS, macOS and tvOS Subscription License (3 year - View License Agreement <a href="https://school.mosyle.com/legal/">https://school.mosyle.com/legal/</a>)</b><br>Part Number: HM7B2LL/A                                                                                                                                                                                                                                                                                          | 2200 |

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*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*

**EXHIBIT B****ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 5, dated August 1 2026, (the "Schedule") to Master Lease Purchase Agreement, dated as of June 28 2012, between Apple Inc., as Lessor, and Gurnee School District 56, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: \_\_\_\_\_

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

**PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)**

LESSEE: **Gurnee School District 56**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

LESSEE: **Gurnee School District 56**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**

APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

**EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Gurnee School District 56  
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
 OF A MASTER LEASE PURCHASE AGREEMENT;  
 AND APPROVING THE EXECUTION AND DELIVERY OF  
 SCHEDULE NO. 5 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Gurnee School District 56 (the "School District"), is authorized by the laws of the state of Illinois (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 5 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

**Section 1.** The School District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 5 to the Master Lease in an amount not to exceed \$319,330.00 for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

\_\_\_\_\_  
 Signatory

Attest: \_\_\_\_\_

District Clerk

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 5 to Master Lease Purchase Agreement Dated June 28 2012**

**Lessee hereby represents and certifies the following (please check one):**

**Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if this Lease is designated as a “small issuer exception” under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the August 1 2026 calendar year will not exceed \$10,000,000.]

**Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

**LESSEE: Gurnee School District 56**

**Signature: X** \_\_\_\_\_

**Printed Name/Title: X** \_\_\_\_\_

**Date: X** \_\_\_\_\_

**EXHIBIT E****LEASE PAYMENT INSTRUCTIONS**

Pursuant to the Master Lease Purchase Agreement dated June 28 2012 (the "Master Lease"), Schedule No. 5, between Apple Inc. (the "Lessor") and Gurnee School District 56 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

**LESSEE NAME:** \_\_\_\_\_

**TAX ID#:** \_\_\_\_\_

**INVOICE MAILING ADDRESS:** \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

**Do you have a Purchase Order Number that you would like included on the invoice?** No\_\_\_Yes\_\_\_PO#\_\_\_

**Do your Purchase order numbers change annually?** No\_\_\_Yes\_\_\_ Processing time for new purchase orders: \_\_\_\_\_

**LESSEE: Gurnee School District 56**

**SIGNATURE:** **X** \_\_\_\_\_

**NAME / TITLE:** **X** \_\_\_\_\_

**DATE:** **X** \_\_\_\_\_

**EXHIBIT F**

**INSURANCE COVERAGE REQUIREMENTS**

**Gurnee School District 56**

- 1) Property Damage & Loss Coverage -
  - a) "All Risk" Physical Damage & Loss Insurance
  - b) Include: Policy Number, Effective Date and Expiration Date
  - c) **APPLE INC. and its Assigns** named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

**APPLE INC. and its assigns**  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255

**FOR SELF INSURANCE:**

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

**EXHIBIT G**

**INCUMBENCY CERTIFICATE**

**Schedule No. 5 to Master Lease Purchase Agreement dated June 28 2012**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Gurnee School District 56**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**

# Instructions for 8038-G:

*Updated for use with October, 2021 form*

The below described lines need to be completed by the Lessee:

**Line 2:**

**Enter the EIN number of the Issuer (Lessee)**

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:**

**Enter the name, title, and telephone number of the officer of the issuer whom the IRS may call for more information**

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:**

**Bank Qualified Designation**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2026 will not exceed \$10,000,000.]

**Lines 41a-41d and 42:**

**Hedges**

If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:**

**Written procedures regarding Remediation of Non-Qualified Bonds**

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:**

**Written procedures to monitor Section 148 of the Code**

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:**

**Reimbursement**

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:**

**Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

Ref 104203

OMB No. 1545-0047

|                                                                                                                           |            |                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------|--|
| <b>Part I Reporting Authority</b>                                                                                         |            | Check box if Amended Return <input type="checkbox"/>                        |  |
| <b>1</b> Issuer's name<br><b>Gurnee School District 56</b>                                                                |            | <b>2</b> Issuer's employer identification number (EIN)<br><b>36-2951421</b> |  |
| <b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)       |            | <b>3b</b> Telephone number of other person shown on 3a                      |  |
| <b>4</b> Number and street (or P.O. box if mail is not delivered to street address)<br><b>900 Kilbourne Road</b>          | Room/suite | <b>5</b> Report number (For IRS Use Only)<br><b>3</b>                       |  |
| <b>6</b> City, town, or post office, state, and ZIP code<br><b>Gurnee, IL 60031</b>                                       |            | <b>7</b> Date of issue<br><b>August 1 2026</b>                              |  |
| <b>8</b> Name of issue<br><b>Schedule No. 5 dated August 1 2026 to Master Lease Purchase Agreement dated June 28 2012</b> |            | <b>9</b> CUSIP number                                                       |  |
| <b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information           |            | <b>10b</b> Telephone number of officer or other employee shown on 10a       |  |

|                                                                                                 |                                     |
|-------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Part II Type of Issue (Enter the issue price.)</b> See the instructions and attach schedule. |                                     |
| <b>11</b> Education . . . . .                                                                   | <b>11</b> \$306,203.18              |
| <b>12</b> Health and hospital . . . . .                                                         | <b>12</b>                           |
| <b>13</b> Transportation . . . . .                                                              | <b>13</b>                           |
| <b>14</b> Public safety . . . . .                                                               | <b>14</b>                           |
| <b>15</b> Environment (including sewage bonds) . . . . .                                        | <b>15</b>                           |
| <b>16</b> Housing . . . . .                                                                     | <b>16</b>                           |
| <b>17</b> Utilities . . . . .                                                                   | <b>17</b>                           |
| <b>18</b> Other. Describe ►                                                                     | <b>18</b>                           |
| <b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . .                              | <input type="checkbox"/>            |
| <b>b</b> If bonds are BANs, check only box 19b . . . . .                                        | <input type="checkbox"/>            |
| <b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . .          | <input checked="" type="checkbox"/> |

|                                                                                                         |                         |                 |                                         |                               |           |
|---------------------------------------------------------------------------------------------------------|-------------------------|-----------------|-----------------------------------------|-------------------------------|-----------|
| <b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed. |                         |                 |                                         |                               |           |
|                                                                                                         | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| <b>21</b>                                                                                               | August 1 2028           | \$ 306,203.18   | \$ N/A                                  | 2 years                       | 4.3500 %  |

|                                                                                                              |           |     |  |
|--------------------------------------------------------------------------------------------------------------|-----------|-----|--|
| <b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>                             |           | N/A |  |
| <b>22</b> Proceeds used for accrued interest . . . . .                                                       | <b>22</b> |     |  |
| <b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .                      | <b>23</b> |     |  |
| <b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .                 | <b>24</b> |     |  |
| <b>25</b> Proceeds used for credit enhancement . . . . .                                                     | <b>25</b> |     |  |
| <b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .                    | <b>26</b> |     |  |
| <b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .                          | <b>27</b> |     |  |
| <b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .                             | <b>28</b> |     |  |
| <b>29</b> Total (add lines 24 through 28) . . . . .                                                          | <b>29</b> |     |  |
| <b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . . | <b>30</b> |     |  |

|                                                                                                            |   |       |  |
|------------------------------------------------------------------------------------------------------------|---|-------|--|
| <b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.                  |   | N/A   |  |
| <b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .   | ► | years |  |
| <b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .      | ► | years |  |
| <b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . . | ► |       |  |
| <b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)                                  |   |       |  |

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

Signature of issuer's authorized representative

**Paid Preparer Use Only**

|                                                                                 |                      |      |                                                 |                          |
|---------------------------------------------------------------------------------|----------------------|------|-------------------------------------------------|--------------------------|
| Print/Type preparer's name<br><b>Gina Victor</b>                                | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN<br><b>PO1703979</b> |
| Firm's name ► <b>Pinnacle Public Finance</b>                                    |                      |      | Firm's EIN ► <b>27-3119149</b>                  |                          |
| Firm's address ► <b>8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255</b> |                      |      | Phone no. <b>480-419-4800</b>                   |                          |

## ELECTRONIC SIGNATURE ADDENDUM

MASTER LEASE PURCHASE AGREEMENT DATED AS OF June 28 2012

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### RECITALS

WHEREAS, Lessee and Lessor desire to accept electronic signatures for the purposes of executing and delivering Leases under the Master Lease;

NOW THEREFORE,

**1. Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Lease. As used in this Addendum, "Master Lease" shall mean the Master Lease Purchase Agreement between Lessee and Lessor, as described above.

**2. Electronic Signatures.** "Electronic Signature" means any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed and adopted by a party with the intent to sign such record, including electronic stamps, facsimile or e-mail electronic signatures. Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party. The parties agree that the transmission from one party to the other of a Document containing such parties Electronic Signature shall constitute evidence of its intent to sign such record. "Document" means the Master Lease, a Schedule, Exhibit, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document").

Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that Documents containing the Electronic Signature of the Lessee and/or Lessor or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence).

**3. Original Signature Copy.** At any time during the Lease Term, Lessor may demand an original wet ink signed copy of the Documents. Lessee acknowledges and agrees that upon Lessor's demand, Lessee shall provide Lessor an original wet ink signed copy of any such Documents.

**4. Effective Date.** This Addendum is executed to be effective as of August 1 2026.

**5. Ratification of Master Lease.** All other terms and conditions of the Master Lease not expressly modified hereby remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, Lessee and Lessor have each caused this Addendum to be duly executed and delivered as of August 1 2026.

LESSOR:

APPLE INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

GURNEE SCHOOL DISTRICT 56

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of June 28, 2012 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Gurnee School District 56 ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's

deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease

Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: \_\_\_\_\_

**Gregg E. Gerst**  
**Director**

TITLE: \_\_\_\_\_

**Worldwide Financial Services**

LESSEE: Gurnee School District 56  
900 Kilbourne Road  
Gurnee, IL 60031

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_

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## The best options for your budget.



### Pay to Own

#### Solution Total

**\$319,330.00**

0% Interest Rate

#### Payment Date

#### Payment

|            |              |
|------------|--------------|
| 08/01/2026 | \$106,443.33 |
| 08/01/2027 | \$106,443.33 |
| 08/01/2028 | \$106,443.33 |



#### Review

Finalize product selections and payment plan.



#### Confirm

Provide signer contact details, and we'll send documentation.



#### Order

Submit signed documentation and we'll place your order.

#### Ownership, affordability, flexibility.

The Pay-to-Own option helps make it possible to acquire all the equipment needed today through predictable and affordable payments over time. Your institution will retain ownership of all devices upon final payment.

Flexible payment options are available to align with your budget, source of funding, and lifecycle goals.

#### We're here to help.

We deliver lifecycle management with innovative capabilities, just as you'd expect from Apple. Please contact your AFS Manager to move forward, or to explore other flexible options.

#### Tim Guiling

Apple Financial Services

tguling@apple.com



#### Right tools.

The right tools empower your learning environment. We build payment plans aligned to your budget to get the right tools.



#### Right time.

The right timing can make all the difference. We provide flexible terms that put you in control of when to deploy and refresh.



#### Sustainable.

Creating a predictable lifecycle plan is an important element for ensuring a sustainable implementation.