

Regular Board of Education Meeting

Monday, July 14, 2025 6:30 PM

Administration Center - Board Room, 131 McKinley Ave., Lake Villa, Illinois
60046

1. **Call to Order**
2. **Roll Call**
3. **Electronic Participation of a Board Member
(Roll Call Vote)**
4. **Closed Session (Roll Call Vote)**
 - *Personnel - Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of Lake Villa District #41. 5 ILCS 120/2(c)(1)*
5. **Resume Open Session at 7:00 p.m. (Voice Vote)**
6. **Approval of Agenda (Roll Call Vote)**
7. **Pledge of Allegiance**
8. **Communications**
9. **Public Comments**
10. **Consent Agenda A (Roll Call Vote)**
 - 10.1. Regular Board Meeting Minutes - *June 16, 2025*
 - 10.2. Closed Session Meeting Minutes - *June 16, 2025*
 - 10.3. Resignation of Staff Plus Others as Needed:
 - Noah Meincke, Paraprofessional
 - Jamie Deehr, Paraprofessional
 - Michelle Morea, Paraprofessional
 - 10.4. Employment of Staff Plus Others as Needed
 - Sabryna Gibbs, Teacher
 - Nina Yu, Paraprofessional
 - Kelly Wilske, Paraprofessional
 - Nancy McConnell, Paraprofessional (Pending License)
 - Melissa Nance, Paraprofessional (Pending License)
 - 10.5. Freedom of Information Act Requests
 - 10.6. Electronic Communication Received by the Board
 - 10.7. Destruction of Closed Session Audio Recordings - *February 12, 2024, Early*
 - 10.8. Policies for approval
 - 2:260 Uniform Grievance Procedure
 - 4:20 Fund Balances

- 4:80 Accounting and Audits
- 5:10 Equal Employment Opportunity and Minority Recruitment
- 6:150 Home and Hospital Instruction
- 6:235 Access to Electronic Networks
- 7:20 Harassment of Students Prohibited
- 7:190 Student Behavior
- 7:200 Suspension Procedures
- 7:210 Expulsion Procedures
- 7:250 Student Support Services
- 7:255 Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence
- 7:270 Administering Medicines to Students

10.9. Permanent Transfer from Operation and Maintenance Fund to Capital Project Fund

10.10. Virtual Speech Language Pathologist Services for the 2025-2026 School Year

10.11. School Psychologist Professional Services for the 2025-2026 School Year

11. Consent Agenda B (Roll Call Vote)

11.1. Accounts Payable General Checking

11.2. Accounts Payable Revolving Checking - *Nothing to Report*

11.3. Accounts Payable and Payroll Totals

12. Reports

12.1. Superintendent's Report **Presenter:** Dr. Keim-Bounds

12.2. Superintendent Evaluation Plan **Presenter:** Dr. Keim-Bounds

12.3. Parent - Teacher Advisory Committee Report **Presenter:** Dr. Wight

13. Old Business

13.1. Behavioral Support Consultation Services (Roll Call Vote) **Presenter:** Dr. Wight

13.2. Professional Learning with Illustrative Mathematics (Roll Call Vote) **Presenter:** Dr. Wight

13.3. ECRA Professional Services (Roll Call Vote) **Presenter:** Dr. Wight

13.4. District Newsletter - Fall Edition (Discussion) **Presenter:** Dr. Keim-Bounds

13.5. Donation to the Lake Villa Historical Society (Discussion) **Presenter:** Dr. Keim-Bounds

13.6. Pleviak Property Update (Discussion) **Presenter:** Mrs. Kasprzyk

14. New Business

14.1. Intergovernmental Agreement with Fox Lake School District #114 for Access to Special Education Programs (Discussion/Roll Call Vote) **Presenter:** Dr. Scully

14.2. Intergovernmental Agreement with Antioch CCSD #34, Community High School District #117, Grass Lake SD #36, Millburn CCSD #24, Emmons SD #33 for McKinney-Vento Homeless Liaison Shared Services (Discussion/Roll Call Vote) **Presenter:** Dr. Scully

14.3. Intergovernmental Agreement with the Governing Board of the Exceptional Learners' Collaborative (ELC) for Hearing Itinerant Services (Discussion/Roll Call Vote) **Presenter:** Dr. Scully

14.4. Intergovernmental Agreement with the Governing Board of the Exceptional Learners' Collaborative (ELC) for School Psychology Services (Discussion/Roll Call Vote) **Presenter:** Dr. Scully

14.5. Professional Learning Partnership with LEAP Innovations for the 2025-2026 School Year (Discussion/Roll Call Vote) **Presenter:** Dr. Wight

15. **Calendar Review**

16. **Public Comments**

17. **Closed Session (Roll Call Vote)**

- *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. 5ILCS 120/2(c)(2)*

18. **Resume Open Session (Voice Vote)**

19. **Adjourn**

FOIA REQUEST REPORT

07-14-2025

Request Date	Name / Company	Records Requested	Status	Status Date
5/8/2025	Abbas Khan, Civic IQ Inc	" all purchases from your record keeping system: Vendor Number or Vendor; Vendor Name; Identifier for each purchase, such as purchase order number(PO#) or, alternatively, an invoice or check number; Purchase Date; Line item details or description of each purchase; Line item quantity; Line Item price"	Response Made	6/26/2025
5/22/2025	Kimia Hamidi, The Data Branch	"Spreadsheet containing all purchase orders from January 1, 2020, to present day. If easily accessible, please provide the following details for each purchase order: Purchase order number or equivalent ; Purchase date; Vendor ID or equivalent; Vendor name; Line item details; Line item quantity Line item unit price; Line item total price."	Response Made	6/26/2025
5/28/2025	Woo Park, The Data Branch	"Spreadsheet containing all purchase orders from January 1, 2020, to present day. If easily accessible, please provide the following details for each purchase order: Purchase order number or equivalent ; Purchase date; Vendor ID or equivalent; Vendor name; Line item details; Line item quantity Line item unit price; Line item total price."	Response Made	6/26/2025
6/11/2025	CT Mills, Public Info Access LLC	"(...) seeking a list of all school and district-level administrators, including: Name Title/Position Work Email Address Work Location (School Name or Central Office)."	Response Made	6/20/2025
6/11/2025	Liat Segal, Yami Fresh Aileen Perez, Yami Fresh	" a copy of the following documents be provided to me: Current Snack/Beverage Vending and Coffee Services contract and/or any previous documents pertaining to the same current services."	Response Made	7/10/2025
6/18/2025	Owen Wang, Lake County Gazette	"A list of all graduates in the past 5 school years with the following fields: Graduation years Names Hometown Gender"	Clarification Requested	6/20/2025
6/23/2025	Owen Wang, Lake County Gazette	"Will the school math team from your high schools attend the annual (July) Mu Alpha Theta convention? If so, who will be attending, and who is sponsoring the trip?"	Response Made	6/26/2025

****Electronic Communications Received by the Board***
July 2025*

Entries below submitted for BOE Meeting Packet on 07/14/25	
June 27, 2025, 8:26 AM	Received by Board - Comments Only
July 7, 2025, 8:01 AM	Received by Board - Comments Only

Policy 4:20 – Fund Balances (Proposed Revisions)

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

~~The School District seeks to maintain a year-end fund balance to revenue ratio of no less than 20%.~~ **To achieve and maintain fiscal health, the School District will strive to maintain the year-end fund balance to expenditure ratio of no less than 30% for operating funds**, as calculated under the Illinois State Board of Education's School District Financial Profile, excluding early taxes.

Use of Fund Balances Below Target:

If fund balances fall below the target levels identified above, the Superintendent or designee will develop and present a financial recovery plan to the Board. The District will aim to restore fund balances to policy targets within **three (3) fiscal years**.

Use of Excess Fund Balances:

If fund balances exceed the target levels, the Board may authorize the use of excess funds for purposes such as:

- One-time capital expenditures
- Accelerated repayment of outstanding debt
- Funding reserves for future initiatives (e.g., facility improvements, technology upgrades, district-wide instructional investments)

Document Status: Draft Update

Section 4 - Operational Services

4:15 Identity Protection

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to:

1. Protect each social security number collected or maintained by the District from unauthorized disclosure.

The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, [5 ILCS 179/](#). Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

The Superintendent is also responsible for ensuring the District complies with the Personal Information Protection Act, [815 ILCS 530/](#). Compliance measures shall include each of the following:

1. Written or electronic notification to an individual and, if applicable, the owner of the information, as required by [815 ILCS 530/10](#) whenever his or her personal information was acquired by an unauthorized person; *personal information* means either:
 - a. An individual's first name or first initial and last name in combination with any one or more of his or her (i) social security number, (ii) driver's license number or State identification card number, (iii) financial account information (with any required security codes or passwords), (iv) medical information, (v) health insurance information, and/or (vi) unique biometric data or other unique physical or digital representation of biometric data, when either the name or the data elements are not encrypted or redacted or are encrypted or

redacted but the keys to unencrypt or unredact or otherwise read the name or data elements have been acquired through the breach of security; or

- b. An individual's username or email address, in combination with a password or security question and answer that would permit access to an online account, when either the username or email address or password or security question and answer are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the data elements have been obtained through the breach of security.
2. Notification to the Ill. Attorney General as required by [815 ILCS 530/10](#), if a single breach of the security system requires the District to notify more than 500 Illinois residents.
3. Cooperation with the owner of the information in matters relating to the breach, if applicable, as required by [815 ILCS 530/10](#).
4. Disposal of materials containing personal information in a manner that renders the personal information unreadable, unusable, and undecipherable; *personal information* has the meaning stated in #1, above.

No District employee shall collect, store, use, or disclose an individual's social security number except as necessary to process tax, benefit and employment compliance forms in accordance with District protocols approved by the Superintendent or as otherwise specifically authorized by the Superintendent. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law or to subject the District to any laws not otherwise applicable to it.

Treatment of Personally Identifiable Information Under Grant Awards

The Superintendent ensures that the District takes reasonable [cybersecurity and other](#) measures to safeguard [information including](#) [PRESSPlus1](#) (1) *protected personally identifiable information*, (2) other [types of](#) information that a federal [awarding](#) agency, pass-through [agency entity](#), or State awarding agency designates as sensitive, such as *personally identifiable information* (PII) and (3) information that the District considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act ([30 ILCS 708/](#)).

The Superintendent shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information. The Superintendent shall ensure that employees and contractors responsible for the administration of a federal or State award for the District receive regular training in the safeguarding of sensitive information. Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

LEGAL REF.:

[2 C.F.R. §200.303\(e\)](#).

[5 ILCS 179/](#), Identity Protection Act.

[30 ILCS 708/](#), Grant Accountability and Transparency Act.

[50 ILCS 205/3](#), Local Records Act.

[105 ILCS 10/](#), Illinois School Student Records Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student

Adopted: September 9, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to 2 C.F.R Part 200, amended by 89 Fed. Reg 30046, addressing the safeguarding of information under grant awards and updating the definitions for *personally identifiable information* and *protected personally identifiable information*.

Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some PII is available in public sources such as telephone books and websites. This was previously defined as *public personally identifiable information* (Public PII), but 2024 revisions to 2 C.F.R. Part 200 have deleted Public PII as a definition. The definition of PII is not attached to any single category of information or technology. Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that could be used to identify an individual when combined with other available information. 2 C.F.R. §200.1.

Protected personally identifiable information (Protected PII) means PII, except for certain types of PII that must be disclosed by law. 2024 revisions to 2 C.F.R. Part 200 eliminated examples of Protected PII and instead only list examples of PII within the definition of Protected PII at 2 C.F.R. §200.1, which may indicate broadening of the definition of Protected PII. See 89 Fed. Reg. 79732. Before the 2024 revisions, examples of Protected PII contained in the regulation included, but were not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal records, medical records, financial records, and educational transcripts. 2 C.F.R. §200.1. Consult the board attorney for guidance in this area. See sample administrative procedure 4:15-AP2, *Treatment of Personally Identifiable Information Under Grant Awards*, available at PRESS Online by logging in at www.iasb.com. Protected PII is similar to, but broader than, the definition of *personal information* under PIPA. **Issue 118, April 2025**

Document Status: Draft Update

Section 5 - Personnel

5:20 General Personnel - Employee Harassment

It is unlawful and against school district policy for any employee, parent, contractor, or any other individual on school district property or at a school-sponsored activity with the district's permission, male or female, to discriminate against or harass an employee on the basis of the employee's (or an individual with whom the employee associate's) actual or perceived race, color, sex, religion, age, national origin, sexual orientation, ancestry, citizenship, pregnancy, marital status, family responsibilities, reproductive health decisions, order of protection status, work authorization status, disability, physical or mental handicap, military status, or unfavorable discharge from military service. This school district does not condone, and will not tolerate any unlawful discrimination, including harassment. Therefore, this district will take direct and immediate action to prevent such behavior, and to remedy all reported instances of unlawful harassment, sexual or otherwise. The District provides annual sexual harassment prevention training in accordance with State law. [PRESSPlus1](#)

Prohibited Conduct

1. Statutory Prohibitions: Harassment on the basis of one's race, color, sex, religion, age, national origin, sexual orientation, ancestry, citizenship, marital status, disability, physical or mental handicap, military status or unfavorable discharge from military service - or of those with whom the employee associates - may constitute discrimination in the terms and conditions of employment, and as such, may violate *Title VII of the Civil Rights Act of 1964*, the *Age Discrimination in Employment Act*, the *Rehabilitation Act of 1973*, the *Americans with Disabilities Act*, the *Illinois Human Rights Act*, and/or the *Immigration Reform and Control Act of 1986*.
2. Harassment: Unwelcome conduct may constitute harassment if it is directed at another individual on the basis of that individual's status as a member of, or association with, one of the protected groups listed above and has the purpose or effect of substantially interfering with the employee's professional performance or creating a hostile, intimidating or offensive working environment.
3. Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - a. submission to such conduct is made either explicitly or implicitly a term or condition of an employee's continued employment; or
 - b. submission to or rejection of such conduct by an employee is used as the basis for employment or decisions affecting that employee; or
 - c. such conduct has the purpose or effect of substantially interfering with the professional performance of the employee, or of creating an intimidating, hostile or offensive working environment.
4. Retaliation: Retaliating against an employee for resisting or reporting any harassment or for participating in an investigation or testifying regarding a claim of harassment is also prohibited

activity or conduct.

Whistleblower protection may be available under the State Officials and Employees Ethics Act ([5 ILCS 430/](#)), the Whistleblower Act ([740 ILCS 174/](#)), and the Ill. Human Rights Act ([775 ILCS 5/](#)).

Retaliation may include, but is not limited to, retaliatory discipline, change of work assignments, or refusal to cooperate or discuss work-related matters.

5. Other: Intentionally pressuring or intimidating another employee with respect to a claim of harassment, or falsely denying, lying about or otherwise covering up or attempting to cover up any behavior described in this Policy is prohibited conduct and will subject the employee to discipline. Also, an employee who is found to have filed a false and frivolous complaint shall be subject to discipline. However, a complaint shall not be considered false and frivolous solely because it is not proven, provided it was made in good faith.

Employee Responsibilities

1. District Supervisory Personnel: Shall be responsible for preventing and correcting any acts of unlawful harassment or retaliation, and are further required to assist school district personnel in following the procedures described in this Policy. Such supervisory responsibilities shall include, but not be limited to, the following:
 - a. Monitoring their work environment on a regular basis for signs that unlawful harassment may be occurring;
 - b. Counseling employees on the types of prohibited behavior, and the district's procedures for reporting and resolving complaints of unlawful harassment;
 - c. Stopping any observed acts that may be considered unlawful harassment and taking appropriate steps to intervene, whether or not the involved employee/s are within his/her direct line of supervision;
 - d. Taking immediate action to limit, to the extent possible, the work contact between employees involved in a complaint of unlawful harassment, pending investigation; and
 - e. Assisting any employee of the district who makes a complaint of unlawful harassment in documenting the incident and filing a complaint with the district's Nondiscrimination Coordinators.
2. District Employees: Shall be responsible for assisting in the prevention and correction of any and all unlawful harassment through the following acts:
 - a. Refraining from participation in, or encouragement of, actions that constitute unlawful harassment;
 - b. Making a prompt report of any acts believed to be unlawful harassment to a supervisor – regardless of whether such acts are directed at or merely witnessed by the employee; and
 - c. Assisting any employee who confides that he/she is being harassed by encouraging that person to report the incident to a supervisor.

Complaint/Investigation Procedure

Any District employee who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

Aggrieved persons who feel comfortable doing so should directly inform the person engaging in sexually harassing conduct or communication that such conduct or communication is offensive and must stop.

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors and consultants) should report claims of sexual harassment to the Nondiscrimination Coordinator and/or use the Board policy 2:260, *Uniform Grievance Procedure*. Individuals may choose to report to a person of the individual's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

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*.

There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Whom to Contact with a Report or Complaint [PRESSPlus2](#)

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. ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~

Nondiscrimination Coordinator:

Mrs. Sandra Allen
131 McKinley,
Lake Villa, IL 60046
sandra.allen@district41.org
847.356.2385 Ext. 15070

Complaint Managers:

Mrs. Sandra Allen	Dr. Vic Wight
131 McKinley,	131 McKinley,
Lake Villa, IL 60046	Lake Villa, IL 60046
sandra.allen@district41.org	victor.wight@district41.org
847.356.2385 Ext. 15070	847.356.2385 Ext. 15040

Dissemination of Policy

A copy of this Policy shall be distributed to each employee annually. The Nondiscrimination Coordinators or the Superintendent, or their designee, shall discuss this Policy with the school district's employees each year. Additionally, the Superintendent shall use reasonable measures to inform nonemployees of this policy, including posting on the District website and/or making this policy available in the District's administrative office.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

LEGAL REF.:

[42 U.S.C. §2000e](#) *et seq.*, Title VII of the Civil Rights Act of 1964; [29 C.F.R. §1604.11](#).

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Education Amendments of 1972; [34 C.F.R. Part 106](#).

[5 ILCS 430/70-5\(a\)](#), State Officials and Employees Ethics Act.

[775 ILCS 5/2-101\(E\)](#) and (E-1), [5/2-102\(A\)](#), (A-10), (D-5), [5/2-102\(E-5\)](#), [5/2-109](#), [5/5-102](#), and [5/5-102.2](#), Ill. Human Rights Act.

[56 Ill. Admin.Code Parts 2500](#), [2510](#), [5210](#), and [5220](#).

[Vance v. Ball State Univ.](#), 570 U.S. 421 (2013).

[Crawford v. Metro. Gov't of Nashville & Davidson Cnty.](#), 555 U.S. 271 (2009).

[Jackson v. Birmingham Bd. of Educ.](#), 544 U.S. 167 (2005).

[Oncale v. Sundowner Offshore Servs.](#), 523 U.S. 75 (1998).

[Burlington Indus. v. Ellerth](#), 524 U.S. 742 (1998).

[Faragher v. City of Boca Raton](#), 524 U.S. 775 (1998).

[Harris v. Forklift Systems](#), 510 U.S. 17 (1993).

[Franklin v. Gwinnett Co. Public Schools](#), 503 U.S. 60 (1992).

[Meritor Savings Bank v. Vinson](#), 477 U.S. 57 (1986).

[Porter v. Erie Foods Int, Inc.](#), 576 F.3d 629 (7th Cir. 2009).

[Williams v. Waste Mgmt.](#), 361 F.3d 1021 (7th Cir. 2004).

[Berry v. Delta Airlines](#), 260 F.3d 803 (7th Cir. 2001).

[Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n](#), 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 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), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

Adopted: December 16, 2024

PRESSPlus Comments

PRESSPlus 1. This policy's content is unique to the district. Please consult the author and the **PRESS** sample, available by logging in at www.iasb.com, to determine necessary changes. **Issue 118, April 2025**

PRESSPlus 2. Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

Document Status: Draft Update

Section 5 - Personnel

5:60 General Personnel - Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. The District is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the District's negligence, nor for items that were not pre-approved by administration. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended.
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended.

Advancements

The Superintendent may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development, provided they fall below the maximum allowed in the Board's expense regulations.

Expense advancement requests must be submitted to the Superintendent or designee on the District's standardized estimated expense approval form for employees. After spending expense advancements, employees must use the District's standardized expense reimbursement form and submit to the Superintendent: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts. Any portion of an expense advancement not used must be returned to the District. Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Superintendent or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible,

employees should seek pre-approval of expenses by providing an estimation of expenses on the District's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the District's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

Registration

When possible, registration fees will be paid by the District in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.

Please also refer to the applicable collective bargaining agreement(s).

4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Meals

Meals charged to the District should represent mid-fare selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Superintendent or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act ([30 ILCS 708/](#)) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status* for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours.
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other District funds consistent with this policy.

LEGAL REF.:

2 C.F.R. §200.4754. [PRESSPlus1](#)

[30 ILCS 708/130](#), Grant Accountability and Transparency Act.

[50 ILCS 150/](#), Local Government Travel Expense Control Act.

[105 ILCS 5/10-22.32](#).

[820 ILCS 115/9.5](#), Ill. Wage Payment and Collection Act.

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

Adopted: December 14, 2020

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 118, April 2025**

Document Status: Draft Update

Section 5 - Personnel

5:100 Staff Development Program

The Superintendent or designee shall implement a staff development program. The goal of the program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate any School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State. [PRESSPlus1](#)

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

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA) mandated reporter training and training on the awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) as follows (see Board policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*):

1. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
2. By January 31 of every year, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations.

In-Service Training Requirements

The staff development program shall provide, at a minimum, within six months of employment and renewed at least once every five years thereafter (unless required more frequently by other State or federal law), the in-service training of all District staff who work with pupils on:

1. Identifying warning signs of mental illness, trauma, and suicidal behavior in youth, along with appropriate intervention and referral techniques, including resources and guidelines as outlined in [105 ILCS 5/2-3.166](#) (*Ann Marie's Law*) and the definitions of *trauma*, *trauma-responsive learning environments*, and *whole child* as set forth in [105 ILCS 5/3-11](#).
2. Domestic and sexual violence and the needs of expectant and parenting youth, conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth. Training shall include, but is not limited to:
 - a. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in [105 ILCS 110/3.10](#) (see Board policy 7:185, *Teen Dating Violence Prohibited*).
3. Educator ethics and responding to child sexual abuse and grooming behavior (see Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*); including but not limited to training on:
 - a. Teacher-student conduct;
 - b. School employee-student conduct; and

- c. Evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in [105 ILCS 5/10-23.13](#) (*Erin's Law*).

An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

LEGAL REF.:

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Educational Amendments of 1972; [34 C.F.R. Part 106](#).

[42 U.S.C. §1758b](#), [Pub. L. 111-296](#), Healthy, Hunger-Free Kids Act of 2010; [7 C.F.R. Parts 210](#) and [235](#).

[105 ILCS 5/2-3.62](#), [5/2-3.166](#), [5/3-11](#), [5/10-20.17a](#), [5/10-20.61](#), [5/10-22.6\(c-5\)](#), [5/10-22.39](#), [5/10-23.12](#), [5/10-23.13](#), [5/22-80\(h\)](#), [5/22-95](#), [and 5/24-5](#), [and 5/26A](#).

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

[105 ILCS 145/25](#), Care of Students with Diabetes Act

[105 ILCS 150/25](#), Seizure Smart School Act.

[105 ILCS 110/3](#), Critical Health Problems and Comprehensive Health Education Act.

[325 ILCS 5/4](#), Abused and Neglected Child Reporting Act.

[745 ILCS 49/](#), Good Samaritan Act.

[775 ILCS 5/2-109](#) and [5/5A-103](#), Ill. Human Rights Act.

[23 Ill.Admin.Code §§ 22.20](#), [226.800](#), and [Part 525](#).

[77 Ill.Admin.Code §527.800](#).

CROSS REF.: 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 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), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), [7:250 \(Student Support Services\)](#), [7:255 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#), 7:270 (Administering Medicines to Students), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

Adopted: September 23, 2024

PRESSPlus Comments

PRESSPlus 1. This policy's content is unique to the district. Please consult the author and the **PRESS** sample, available by logging in at www.iasb.com, to determine necessary changes. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, national origin, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, military status, unfavorable military discharge, reproductive health decisions, or actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board policy 8:20, *Community Use of School Facilities*. Any student may file a discrimination complaint by using Board policy 2:260, *Uniform Grievance Procedure*, or in the case of discrimination on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

Sex Equity

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using Board policy 2:260, Uniform Grievance Procedure. A student may appeal the Board's resolution of the complaint to the Regional Superintendent (pursuant to [105 ILCS 5/3-10](#)) and, thereafter, to the State Superintendent of Education (pursuant to [105 ILCS 5/2-3.8](#)).

Any student may file a sexual harassment discrimination [PRESSPlus1](#) complaint by using Board policy 2:265, *Title IX Grievance Procedure*.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator, ~~who also serves as the District's~~ [and a](#) Title IX Coordinator. The Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and related grievance procedures.

LEGAL REF.:

[20 U.S.C. §1681](#) et seq., Title IX of the Education Amendments of 1972; [34 C.F.R. Part 106](#).

[29 U.S.C. §791](#) et seq., Rehabilitation Act of 1973; [34 C.F.R. Part 104](#).

[42 U.S.C. §2000d](#), Title VI of the Civil Rights Act of 1964; [34 C.F.R. Part 100](#).

[42 U.S.C. §11431](#) et seq., McKinney-Vento Homeless Assistance Act.

[Good News Club v. Milford Central Sch.](#), 533 U.S. 98 (2001).

[Ill. Constitution, Art. I, §18.](#)

[105 ILCS 5/3.25b](#), [5/3.25d\(b\)](#), [5/10-20.12](#), [5/10-20.60](#), [5/10-20.63](#), [5/10-22.5](#), [5/26A](#), and [5/27-1](#).

[775 ILCS 5/1-101](#) et seq., Illinois Human Rights Act.

[775 ILCS 35/5](#), Religious Freedom Restoration Act.

[23 Ill.Admin.Code §1.240](#) and [Part 200](#).

CROSS REF.: 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), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), [7:255 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

Adopted: December 16, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to *State of Tennessee v. Cardona*, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:60 Residence

Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law. A student's residence is the same as the person who has legal custody of the student.

A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement, stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in the District, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency.

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition. The District, however, is not responsible for the student's transportation to or from school.

When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school.

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

Residence of Students with Disabilities

The residence of a child with a disability is determined in accordance with [105 ILCS 5/14-1.11](#), [5.14-1.11a](#), and [5/14-1.11b](#).

Admission of a Non-Resident Student Who Intends to Become a Resident

Under certain conditions, the Superintendent or designee may grant an exception to the residency requirement if the person seeking to enroll a student in the District plans to move into the District but will not take possession of his/her residence until after the student is scheduled to begin school. A request for an exception must be submitted in writing to the Superintendent or designee, and the person seeking to enroll the student must comply with the following requirements:

1. The person seeking to enroll the student must furnish to the Superintendent or designee proof that the person will take possession of the residence by one of the following:
 - a. An agreement to purchase residential property in the District, signed by the seller and the person seeking to enroll the student as buyer, which recites a closing date within 60 calendar days after the enrollment date or the first day of the school year, whichever is later.
 - b. A copy of a lease, signed by landlord and the person seeking to enroll the student as tenant, giving the person seeking to enroll the student occupancy of a house or apartment in the District within 60 calendar days after the enrollment date or the first day of the school year, whichever is later; or
 - c. A copy of an agreement with a building contractor, signed by the contractor and the person seeking to enroll the student, for the construction of a dwelling in the District with a contract including an occupation date of not later than 60 calendar days after the enrollment date or the first day of the school year, whichever is later.
2. The person seeking to enroll the student must tender to the Superintendent or designee a check for one semester's tuition and a signed Letter of Agreement stating the intention to move into the District within the 60 calendar-day window.
3. If the person and the student move into the new residence and present valid residency paperwork, including proof of physical presence in the residence with the intent to make it their permanent home, to the District within 60 calendar days of enrollment or the first day of the school year, whichever is later, the District will return the tuition check in full.
4. If the person and the student move into their new residence after the 60 calendar day period has expired, they will be charged tuition for the period that they were not residents and a prorated amount of their tuition, if any, will be returned. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

Under no circumstances may this exception and tuition be extended beyond one full school year.

Admission of Nonresident Students Pursuant to an Agreement or Order

Nonresident students may attend District schools pursuant to:

1. A written agreement with an adjacent school district to provide for tuition-free attendance by a student of that district, provided both the Superintendent or designee and the adjacent district determine that the student's health and safety will be served by such attendance. [PRESSPlus1](#)
2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition-free attendance by foreign exchange students and nonresident pupils of charitable institutions. [PRESSPlus2](#)
3. According to an intergovernmental agreement, including, but not limited to, an agreement for interdistrict transfer of students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A. [PRESSPlus3](#)
4. Whenever any State or federal law or a court order mandates the acceptance of a nonresident student.

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 to establish residency. School Board policy 6:140 *Education of Homeless Children*, and its implementing administrative procedure, govern the

enrollment of homeless children.

Nonresident Student Admission

Non-resident students may not attend District schools.

Challenging a Student's Residence Status

If the Superintendent or designee determines that a student attending school on a tuition-free basis is a non-resident of the District for whom tuition is required to be charged, he or she on behalf of the Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of the District and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, [105 ILCS 5/10-20.12b](#).

LEGAL REF.:

[42 U.S.C. §11431](#) *et seq.*, McKinney-Vento Homeless Assistance Act.

[105 ILCS 5/10-20.12a](#), [5/10-20.12b](#), [5/10-22.5](#), [5/10-22.5a](#), [5/14-1.11](#), [5/14-1.11a](#), and [5/14-1.11b](#), and [5/26A](#).

[105 ILCS 45/](#), Education for Homeless Children Act.

[105 ILCS 70/](#), Educational Opportunity for Military Children Act.

[23 Ill.Admin.Code §1.240](#).

Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).

Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).

Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy), [7:255 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#)

Adopted: September 23, 2024

PRESSPlus Comments

PRESSPlus 1. The agreement described in #1 is optional (105 ILCS 5/10-22.5a(a)) and districts are not required to enter into such agreements nor to alter existing transportation services due to the attendance of such nonresident students. **Issue 118, April 2025**

PRESSPlus 2. The agreement described in #2 is optional (105 ILCS 5/10-22.5a(a)); districts should be sure it is consistent with policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*. **Issue 118, April 2025**

PRESSPlus 3. An example of an agreement described in #3 is one to accept nonresident students; entering into such an agreement is optional. Nonresident students may include students who are parents, expectant parents, or victims of domestic or sexual violence under 105 ILCS 5/26A, added by P.A. 102-466, *a/k/a Ensuring Success in School Law*, eff. 7-1-25. Interdistrict transfer is not required by Article 26A, but including language about it in this policy is recommended in the 2024 Ensuring Success in School (ESS) Task Force Report to the Governor and the General Assembly, available here: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. For further information about the 2024 ESS Task Force, see footnote 1 in sample policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:70 Attendance and Truancy

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 8 in the public school regardless of age. Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), attendance at a verified medical or therapeutic appointment (including a victim services provider), [PRESSPlus1](#) observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as permitted by any Board policy or any Board approved Student Handbook, other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or another reason as approved by the Superintendent or designee. For students who are parents, expectant parents, or victims of domestic or sexual violence, valid cause for absence also includes the fulfillment of a parenting responsibility and addressing circumstances resulting from domestic or sexual violence. [PRESSPlus2](#) Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Superintendent or designee shall manage an absenteeism and truancy program in accordance with the School Code and Board policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 8 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to communicate, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.

5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in [105 ILCS 5/26-2a](#).
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem.
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, ~~or~~ **and** information about **available** community ~~agency~~ services **relevant to such students' needs**. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to:
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to ~~teachers, administrators~~ **all school personnel**, Board members, **and** school resource officers, ~~and staff~~ **PRESSPlus3** on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.

Monitoring/Updating

Pursuant to State law and **Board** policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

LEGAL REF.:

[105 ILCS 5/22-92](#) and [5/26-1 through 5/26-3](#), [5/26-5 through 5/26-16](#), ~~and 5/26-18~~, **and 5/26A**.

[705 ILCS 405/3-33.5](#), Juvenile Court Act of 1987.

[23 Ill.Admin.Code §§1.242](#) and [1.290](#).

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and

Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:190 (Student Discipline), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:340 (Student Records)

Adopted: August 12, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 2. 105 ILCS 5/26-2a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Fulfillment of a parenting responsibility* includes, but is not limited to, arranging and providing child care, caring for a sick child, attending prenatal or other medical appointments for the expectant student, and attending medical appointments for a child. *Circumstances resulting from domestic or sexual violence* includes, but is not limited to, experiencing domestic or sexual violence, recovering from physical or psychological injuries, seeking medical attention, seeking services from a domestic or sexual violence organization as defined in 105 ILCS 5/26A-10, seeking psychological or other counseling, participating in safety planning, temporarily or permanently relocating, seeking legal assistance or remedies, or taking any other action to increase the safety or health of the student or to protect the student from future domestic or sexual violence. Before an absence of three or more consecutive days that is related to domestic or sexual violence, a district may require a student to verify his or her claim of domestic or sexual violence under 105 ILCS 5/26A-45. See policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-22.6(c-5), amended by P.A. 103-896. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

Definitions from [105 ILCS 5/27-23.7](#)

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is

meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below.

1. The District uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the [First Amendment to the U.S. Constitution](#) or under [Section 3 of Article I of the Illinois Constitution](#).
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, [Title IX Coordinator](#), [PRESSPlus1](#) Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator:

Mrs. Sandra Allen

131 McKinley Ave.

Lake Villa, IL 60046

sandra.allen@district41.org

847.356.2385 ext 15070

Complaint Managers:

Sandra Allen

131 McKinley Ave.

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Dr. Vic Wight

131 McKinley Ave.

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4. Consistent with federal and State laws and rules governing student privacy rights, the parents/guardians of all students involved in an alleged incident of bullying will be notified of such, along with threats, suggestions, or instances of self-harm determined to be the result of bullying, within 24 hours after the school's administration is made aware of the student's involvement in the incident. As appropriate, the school's administration shall also discuss the availability of social work services, counseling, school psychological services, other interventions, and restorative measures. The school shall make diligent efforts to notify a parent or legal guardian, utilizing all contact information the school has available or that can be reasonably obtained within the 24-hour period.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

6. The Superintendent or designee shall use interventions to address bullying, that may include, but

are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.

7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan is based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's publicly accessible website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- 1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- 2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
- 3) A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The District's bullying prevention plan must be consistent with other Board policies.

LEGAL REF.:

[105 ILCS 5/10-20.14](#), [5/10-22.6\(b-20\)](#), [5/24-24](#), and [5/27-23.7](#).

[405 ILCS 49/](#), Children's Mental Health Act.

[775 ILCS 5/1-103](#), Ill. Human Rights Act.

[23 Ill.Admin.Code §§1.240](#), [1.280](#), and [1.295](#).

CROSS REF.: 2:240 (Board Policy Development), 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), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:310 (Restrictions on Publications; Elementary Schools)

Adopted: August 12, 2024

PRESSPlus Comments

PRESSPlus 1. Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:185 Teen Dating Violence Prohibited

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. For purposes of this policy, the term *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.

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that:

1. Fully implements and enforces each of the following Board policies:
 - 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 Board of Education, 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 discrimination, including sex-based~~ harassment, [PRESSPlus1](#) 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.
 - 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, *Preventing 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:
 - 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.
 - b. The Nondiscrimination Coordinator, Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*.
3. Incorporates age-appropriate instruction in grades 7 through 8, 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.

4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Dean of Students, or a Complaint Manager or designee.
5. Notifies students and parents/guardians of this policy.

Incorporated

by Reference: 7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.:

[105 ILCS 110/3.10.](#)

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), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Adopted: September 23, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to *State of Tennessee v. Cardona*, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:310 Restrictions on Publications; Elementary Schools

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 School 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 School Board policy 7:190, Student Behavior, PRESSPlus1 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: (a) substantial disruption or a foreseeable risk of substantial disruption to school operations or 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 5/27-23.7.](#)

[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: January 24, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to the addition of a definition of *sexting* in 7:190, *Student Behavior*. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:340 Student Records

School student records are confidential and information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or a school employee, except as provided in State or federal law. State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to inspect, copy, and/or challenge school student records. The information contained in school student records shall be kept current, accurate, clear and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parent(s)/guardian(s) shall have the right to opt-out of the release of directory information regarding his or her child. The District will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student. Upon request, the District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law.

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

Student Biometric Information Collection

The Superintendent or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention. Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

Before collecting student biometric information, the District shall obtain written permission from the person having legal custody/parental responsibility or the student (if over the age of 18). Upon a student's 18th birthday, the District shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited.

The District will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School District, or (2)

the District receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18). Requests to discontinue using a student's biometric information shall be forwarded to the Superintendent or designee.

The Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law.

LEGAL REF.:

[20 U.S.C. §1232g](#), Family Educational Rights and Privacy Act; [34 C.F.R. Part 99](#).

[50 ILCS 205/7](#), Local Records Act.

105 ILCS 5/10-20.12b, 5/10-20.40, [and 5/14-1.01 et seq.](#), [and 5/26A-30](#), [PRESSPlus1](#)

[105 ILCS 10/](#), Ill. School Student Records Act.

[105 ILCS 85/](#), Student Online Personal Protection Act.

[325 ILCS 17/](#), Children's Privacy Protection and Parental Empowerment Act.

[750 ILCS 5/602.11](#), Ill. Marriage and Dissolution of Marriage Act.

[23 Ill.Admin.Code Parts 226](#) and [375](#).

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

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

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), [7:255 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: February 13, 2023

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. . **Issue 118, April 2025**

Document Status: Draft Update - Rewritten

Section 2 - Board of Education

2:265 Title IX Grievance Procedure

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) [PRESSPlus1](#) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment when that person engages in conduct on the basis of an individual's sex that satisfies 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; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; or
3. *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36).

Examples of sexual harassment include, but are not limited to, touching, rape, sexual battery, sexual abuse, sexual coercion, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed.

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. 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*.
2. Incorporates education and training for school staff as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, [PRESSPlus2](#) or a Complaint Manager.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons.

Making a Report

A person who wishes to make a report under this Title IX grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, [PRESSPlus3](#) a Complaint Manager, or any employee with whom the person is comfortable speaking.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [PRESSPlus4](#)

Title IX Coordinator:

Name

Address

Email

Telephone

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the

Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a Formal Title IX Sexual Harassment Complaint is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation.

The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. The District's grievance process shall, at a minimum:

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant*, *Respondent*, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
 - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
 - b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training [PRESSPlus5](#) on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard. [PRESSPlus6](#)
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment 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, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.:

20 U.S.C. §1681 *et seq.*, Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 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), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

PRESSPlus Comments

PRESSPlus 1. Rewritten in response to *State of Tennessee v. Cardona*, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. See the sample policy 2:265's footnotes, available at PRESS Online by logging in at www.iasb.com, for more information. **Issue 118, April 2025**

PRESSPlus 2. If the district does not employ an Assistant Building Principal and/or Dean of Students, strike the title(s) that do not apply, and use the Save Status "Adopted with Additional District Edits." **Issue 118, April 2025**

PRESSPlus 3. If the district does not employ an Assistant Building Principal and/or Dean of Students, strike the title(s) that do not apply, and use the Save Status "Adopted with Additional District Edits." **Issue 118, April 2025**

PRESSPlus 4. While the name and contact information is required by law to be listed, it is not part of the adopted policy and does not require board action. It is important for the updated name 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. If the 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. The Title IX Coordinator with ultimate oversight should be listed in this policy.

Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

PRESSPlus 5. While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney** if the board wants the district to use a live hearing in its grievance process.

If using a live hearing during the grievance process, amend #5 by inserting the following underscored text: "Require that any individual designated by the District as a decision-maker receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant." After inserting the underscored text, use the Save Status "Adopted with Additional District Edits." **Issue 118, April 2025**

PRESSPlus 6. 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of proof it will use to determine responsibility of the respondent. The standard of proof selected must be applied "consistently to formal complaints alleging Title IX sexual harassment regardless of whether the respondent is a student or an employee." 85 Fed. Reg. 30373. *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*. *Preponderance of evidence* is the standard of proof used in sample policy 2:260, *Uniform Grievance Procedure*.

Clear and convincing is a higher standard of proof, requiring more than *preponderance of evidence* but less than proof beyond a reasonable doubt. It means “evidence indicating that the thing to be proved is highly probable or reasonably certain.” See *Black’s Law Dictionary, 11th ed. 2019*. **Consult the board attorney regarding the appropriate standard of proof for the district, as well as implications if a different standard of proof is used in this policy than in 2:260, *Uniform Grievance Procedure*.** For boards that choose the *clear and convincing evidence* standard of proof, delete “~~*preponderance of*~~” and insert “*clear and convincing*.” Ensure the same standard of proof is used in 2:265-AP2, *Formal Title IX Complaint Grievance Process*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

Operational Services

Food Services¹

Good nutrition shall be promoted in the District’s meal programs and in other food and beverages that are sold to students during the school day. The Superintendent shall manage a food service program that complies with this policy and is in alignment with School Board policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*.²

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture’s *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day.³ *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law.⁴ The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education’s School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act.⁵

All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account.⁶

¹ State or federal law controls this policy’s content. Districts that participate in programs under the National School Lunch Act and Child Nutrition Acts must establish policies and procedures as are necessary to ensure compliance with 7 C.F.R. §210.1(b).

The Ill. State Board of Education (ISBE) limits the sale of competitive food and beverages sold to students on the school campus of any school that participates in the School Breakfast Program or the National School Lunch Program. 23 Ill.Admin.Code §305.15(a).

This policy’s first sentence provides an opportunity for a school board to consider goals for the food service program and, if appropriate, amend the sentence. For example, a board may want to address the role of parents, alignment with curriculum, or the purpose of vending machines.

Subject to funding by the General Assembly, 105 ILCS 5/2-3.204, added by P.A. 103-1076, requires ISBE to secure one or more statewide master contracts for Halal and Kosher meals so districts may purchase them. If ISBE secures a master contract, it must notify districts of prepackaged meal options available under the contract. Districts may then purchase the prepackaged meals under the master contract. Districts must establish procedures regarding ordering, preparing, and serving prepackaged meal options offered under a statewide contract. Id.

² 7 C.F.R. Parts 210 & 220.

³ Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq., as amended by the Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296); 7 C.F.R. §210.11(c).

⁴ 7 C.F.R. §210.11(a)(2); 23 Ill. Admin. Code §305.5.

⁵ 105 ILCS 125/5.5 requires districts that participate in the National School Lunch Program to provide a plant-based school lunch option that complies with federal nutritional standards to those students who submit a prior request to the district for the option. Districts may, but are not required to, incorporate a plant-based option into their planned menu as a means of compliance. See ISBE’s *Dietary Accommodations* guidance, at: www.isbe.net/Documents/K-Accommodations.pdf.

⁶ This paragraph addresses the federal *requirements for competitive food* in 7 C.F.R. §210.11(b). This rule requires state agencies (ISBE) and/or [school districts] to “establish such policies and procedures as are necessary to ensure compliance with [the federal rules]. State agencies and/or [school districts] may impose additional restrictions on competitive foods....” ISBE’s implementing rule, 23 Ill.Admin.Code §305.15(d), imposes additional restrictions by requiring “the revenue from any food or beverage meeting the competitive food standards sold to students in food service areas during the meal period accrue to the nonprofit school lunch program account.”

LEGAL REF.: 42 U.S.C. §1751 et seq., Russell B. National School Lunch Act.
42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
7 C.F.R. Parts 210 (National School Lunch Program) and 220 (School Breakfast Program).
105 ILCS 125/, School Breakfast and Lunch Program Act.
23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

Community Relations

Visitors to and Conduct on School Property ¹

The following definitions apply to this policy:

School property - 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. ²

Visitor - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution. ³

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the

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¹ State or federal law controls this policy's content. Boards may make and enforce reasonable rules of conduct and sportsmanship for school events and deny future admission to school events to violators for up to one year provided a notice and hearing are given. 105 ILCS 5/24-24. See f/n 20 below.

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.

² School-sponsored or school-sanctioned events or activities aligns with the text of 105 ILCS 5/27-23.7(a).

³ This paragraph is up to the local board's discretion. Many public school buildings were built before school security was the concern it is now. A first step in creating a secure environment is to manage access to school buildings. Along with limiting the entrances that may be used, school officials should post signs with instructions for visitors and a warning to trespassers. Signs may be as simple as "Visitors Must Report to Office" and "No Trespassing – Violators will be Prosecuted." Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property); 5/21-1.2 (institutional vandalism); 5/21-3 (criminal trespass to real property); 5/21-5 (criminal trespass to State supported land); 5/21-5.5 (criminal trespass to a safe school zone); 5/21-9 (criminal trespass to a place of public amusement); 5/21-11 (distributing or delivering written or printed solicitation on school property). This sample policy identifies board members as visitors.

The following optional provisions must be modified according to local conditions:

Option 1: The Superintendent or designee may post certain school facilities for the community's use on non-school days when they are not being used for school purposes.

Option 2: The Superintendent or designee shall manage a program to allow community use of the following facilities on non-school days, during the daylight, provided they are not being used for school purposes: tennis courts, playground, and track.

appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee. ⁴

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person. ⁵
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. ⁶
4. Damage or threaten to damage another's property. ⁷
5. Damage or deface school property. ⁸
6. Violate any Illinois law,⁹ or town or county ordinance.
7. Smoke or otherwise use tobacco products. ¹⁰

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⁴ 105 ILCS 5/14-8.02(g-5). See sample administrative procedure 6:120-AP2, *Access to Classrooms and Personnel*, and sample exhibit 6:120-AP2, E1, *Request to Access Classroom(s) or Personnel for Special Education Evaluation and/or Observation Purposes*.

⁵ See e.g., 720 ILCS 5/12-2 (aggravated assault); 5/12-2(b)(9) (aggravated assault against a sports official or coach); 5/12-3.05(c) (aggravated battery on public property); 5/12-3.05(d)(3) (aggravated battery against a school employee); 5/12-9 (threats to public officials); 5/24-1.2 (discharge of a firearm).

⁶ With one exception, a license to carry a firearm does not permit an individual to carry a concealed firearm on or into any building, real property, and/or parking area under the control of an elementary or secondary school, or any bus paid for in whole or part with public funds. 430 ILCS 66/65(a). The following optional provision adds that exception, which is a restatement of 430 ILCS 66/65(b), to the text in number 3:

An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Other relevant weapons laws include 705 ILCS 405/5-407 (juvenile in possession of a firearm), 720 ILCS 5/24-9 (firearms; child protection); 720 ILCS 5/24-1(c) (unlawful use of weapons in schools); 720 ILCS 5/24-1.2, 5/24-3 (unlawful delivery or sale of a firearm near school); 705 ILCS 405/5-130, 405/5-805 (minor 15 years or older who commits aggravated battery with a firearm at school is tried as an adult).

⁷ See e.g., 720 ILCS 5/2-19.5 (definition of school), 5/16-1 (theft), 5/18-1 (robbery; aggravated robbery), 5/19-1 (burglary), and 21-1 (criminal damage to property).

⁸ See e.g., 720 ILCS 5/21-1.01 (criminal damage to government supported property), 21-1.2 (institutional vandalism), and 21-1.3 (criminal defacement of property).

⁹ See e.g., 720 ILCS 5/11-9.3 (presence within school zone by child sex offenders prohibited), 5/11-14 (prostitution), and 5/11-18, amended by P.A. 103-1071, eff. 7-1-25 (patronizing a person engaged in the sex trade); 720 ILCS 5/21-11 (soliciting students to commit illegal acts).

¹⁰ Required by 105 ILCS 5/10-20.5b and 410 ILCS 82/1 *et seq.* Federal law prohibits smoking inside schools (20 U.S.C. §7973); districts failing to comply with the federal no-smoking ban risk a civil penalty of up to \$1000 per violation per day.

8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug. ¹¹
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred. ¹²
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*. ¹³
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner). ¹⁴
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive. ¹⁵
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding. ¹⁶
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

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¹¹ See 720 ILCS 570/407 (delivery of controlled substance on or within 1000 feet of a school) and 410 ILCS 705/ (Cannabis Regulation and Tax Act). See also the discussion in f/ns 5 and 6 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; this statement must be consistent with employee working conditions and employee conduct standards (see sample administrative procedure 5:120-AP2, *Employee Conduct Standards*).

¹² Each board and superintendent may want to engage in a conversation regarding how the district might partner with local law enforcement to enforce this policy and the penalties available under the Cannabis Regulation and Tax Act, e.g., posting signs barring community members from bringing in weapons, alcohol, cannabis, tobacco, etc. Signage reminding visitors of the policy may make it easier for staff and/or local law enforcement to enforce.

¹³ Managing cannabis on district property and the school setting presents many unsettled and complex legal issues. To legally use medical cannabis in Illinois, an individual must first become a *registered qualifying patient*. The use of cannabis by a *registered qualifying patient* is permitted only in accordance with the Compassionate Use of Medical Cannabis Program Act (Medical Cannabis Program Act (MCPA)). 410 ILCS 130/. There are many situations in which no one, even a *registered qualifying patient*, may possess or use cannabis, including (a) in a school bus, (b) on the grounds of any preschool or primary or secondary school, or (c) in close physical proximity to anyone under the age of 18 years of age. 410 ILCS 130/30(a)(2), (3), and (4). However, *Ashley's Law*, 105 ILCS 5/22-33(b) and (g), allows parents/guardians and other *designated caregivers* to administer medical cannabis infused products to students who are *registered qualifying patients* at school or on the school bus, and requires school boards to adopt a policy to implement the law unless the district would lose federal funding. See sample policy 7:270, *Administering Medicines to Students* and its f/n 22.

Remember that *Ashley's Law* requires the designated caregiver to remove the product from the school premises or the school bus after administering it to the student, so as a result, sample policy 7:270, *Administering Medicines to Students*, requires immediate removal of medical cannabis infused products after administering them to the student (see f/n 27 of that policy for further discussions).

¹⁴ See e.g., 720 ILCS 5/21.2-1 *et seq.* (interference with a public institution of education).

¹⁵ See e.g., 625 ILCS 5/11-605 (special speed limit zones). 625 ILCS 5/12-610.1(e) prohibits wireless telephone use while operating a motor vehicle on a roadway in a school speed zone except for emergency purposes. 625 ILCS 5/12-803(f), added by P.A. 103-404, prohibits motor vehicle drivers from making contact with any portion of a stopped school bus or making contact with a school child within 30 feet of the school bus.

¹⁶ The pivotal question in a negligence case is whether the defendant acted reasonably. A ban on rollerblading demonstrates that the district took reasonable steps to reduce the risk of injury.

Convicted Child Sex Offender ¹⁷

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Exclusive Bargaining Representative Agent ¹⁸

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

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¹⁷ 720 ILCS 5/11-9.3(a). The definition of *child sex offender* is found at 720 ILCS 11-9.3(d), amended by P.A. 103-1071, eff. 7-1-25. The statute assigns the child sex offender the "duty to remain under the direct supervision of a school official." In order to ensure this happens and to protect students, the sample policy requires the superintendent, or designee who is a certified employee, to supervise a child sex offender whenever the offender is in a child's vicinity. See also the Sex Offender Community Notification Law (730 ILCS 152/101 *et seq.*); Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75 - 154/105); sample policy 4:170, *Safety*; and sample administrative procedure 4:175-API, *Criminal Offender Notification Laws; Screening*.

¹⁸ 105 ILCS 5/24-25; 115 ILCS 5/3(c). If a provision contained in a collective bargaining agreement addresses this issue, it will supersede this policy for those covered employees. In such cases, the board policy should be amended to state, "Please refer to the applicable collective bargaining agreement." For employees whose collective bargaining agreement does not address this subject, the policy should reflect the board's current practice. Consult the board attorney about this subhead. It is an item on which collective bargaining may be required. Any policy that impacts wages, hours, or 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. Amend the language to reflect what is recommended by the board attorney.

The School Code permits bargaining representatives to meet with employees during *duty-free time* upon notice to the school office. The Ill. Educational Labor Relations Act expanded the rights of access by bargaining representatives to also include meeting with employees during the employee work day if the meeting: (1) is to investigate and discuss grievances and workplace-related complaints (no time limit is specified) or (2) is with a newly hired employee within the first two weeks of employment (or on a later date if mutually agreed upon by the employee and bargaining representative) for one hour or less. In those circumstances, the district may not dock employee pay or charge leave time. 115 ILCS 5/3(c). However, the access must be *reasonable* and "shall at all times be conducted in a manner so as not to impede normal operations." *Id.* Consult the board attorney for guidance regarding specific requests and whether, if granted, they would impede normal operations, e.g., requests for access to staff while they are performing instructional or supervisory duties. Determining whether normal operations are impeded will likely depend upon the position and duties of the employee in the district.

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act.¹⁹ The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law.²⁰ The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.²¹

Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain:²²

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and

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¹⁹ 105 ILCS 5/24-25. Refusal to provide such information is a Class A misdemeanor.

²⁰ 105 ILCS 5/10-20.5 (rules), 5/10-22.10 (control and supervision of school houses and school grounds); 720 ILCS 5/21-3 (criminal trespass to real property), 5/21-5 (criminal trespass to State supported land), 5/21-5.5 (criminal trespass to a safe school zone). See f/n 3, above.

²¹ See Nuding v. Cerro Gordo Comm. Unit Sch. Dist., 313 Ill. App.3d 344 (4th Dist. 2000) (board was authorized to ban parent from attending all school events and extracurricular activities by 105 ILCS 5/24-24 and to enforce conduct rules at its meetings by 105 ILCS 5/10-20.5; the ban was based on the parent's exposing a toy gun and a pocketknife at a board meeting); Jordan ex rel. Edwards v. O'Fallon Tp. High Sch. Dist., 302 Ill.App.3d 1070 (5th Dist. 1999) (105 ILCS 5/24-24 did not give a high school athlete the right, under the due process clause, to a notice and hearing before he could be suspended from participating in interscholastic athletics; the statute expands the schools' authority to ban people from attending school events for breaching conduct and sportsmanship code).

²² 105 ILCS 5/24-24. If a violator is a student, the hearing should be held in a closed meeting. 5 ILCS 120/2(c)(9). Otherwise, a hearing regarding denial of admission to *school events or property* pursuant to 105 ILCS 5/24-24 may take place in an open meeting or in a closed meeting so long as the board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. Note: while 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, refers to *school events or property*, 105 ILCS 5/24-24 only authorizes boards to deny admission to athletic and extracurricular *events*. The term *events* is arguably broader than *property* as school events may take place offsite; consult the board attorney for guidance.

Some boards prefer an open meeting hearing to make it publicly known what alleged conduct could result in someone being denied admission to athletic or extracurricular events, while others prefer a closed meeting hearing so as not to provide a public platform to someone alleged to have engaged in prohibited conduct. Consult the board attorney to determine the best approach for the district and to ensure alignment with local practices and conditions.

This text aligns with 105 ILCS 5/24-24 and only requires a hearing for denying admission to *school events*. The court in Nuding (see f/n 20, above) did not specifically answer whether a board meeting qualified as a *school event* under 105 ILCS 5/24-24, but it upheld the board's right to enforce conduct rules at its meetings under 105 ILCS 5/10-20.5.

Consult the board attorney if the district would like to deny an individual admission to board meetings. This issue involves a balancing of a board's interest in the orderly transaction of its public business and the efficiency of its meetings against an individual's: (a) statutory rights to attend meetings and/or comment to and ask questions of the board (105 ILCS 5/10-16 and 5 ILCS 120/2.06(g)), and (b) constitutional freedoms and rights of speech, the press, assembly, and to petition the government (U.S. Constitution, First Amendment and Ill. Constitution, Art. I, §§ 1, 2, 4, and 5).

4. Instructions on how to waive a hearing. ²³

LEGAL REF.: 20 U.S.C. §7971 et seq., Pro-Children Act of 2001.
Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).
105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).
115 ILCS 5/3(c), Ill. Educational Labor Relations Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 705/, Cannabis Tax and Regulation Act.
430 ILCS 66/, Firearm Concealed Carry Act.
720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

CROSS REF.: 2:200 (Types of School Board Meetings), 2:230 (Public Participation at School Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

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

²³ The hearing requirement is for the violator's benefit and, consequently, the violator should be able to waive it.

Students

School Admissions and Student Transfers To and From Non-District Schools ¹

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.² A child entering first grade must be six years of age on or before September 1 of that school term.³ 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.⁴ 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 31.⁵ A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age.⁶ Early

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¹ 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.

² 105 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.

³ Optional sentence.

⁴ 105 ILCS 5/10-20.12.

⁵ 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.

⁶ 105 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*.^{7 8}

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.⁹ 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 permanent¹⁰ 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 ten days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that ten-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.¹¹

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⁷ 105 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.**

⁸ 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.

⁹ 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 and *Plyler v. Doe* (457 U.S. 202 (1982)), 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).

¹⁰ 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).

¹¹ 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 (illegal) status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See *Plyler v. Doe*. 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*.¹²

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.¹³ 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.¹⁴

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.¹⁵ 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.

¹² Each school must maintain records for each student that reflect compliance with the examinations and immunizations required by 105 ILCS 5/27-8.1 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 5/27-8.1(1).

¹³ 105 ILCS 5/22-70. Districts must report this enrollment information as aggregate data to ISBE. *Id.*

¹⁴ 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*.

¹⁵ 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. ¹⁶

Student Transfers To and From Non-District Schools ¹⁷

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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¹⁶ Required by 105 ILCS 5/10-20.59. These liaisons must be licensed under Article 21B of the School Code. 105 ILCS 5/10-20.59 directs how employees are prioritized for liaison appointment. 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 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 post-secondary opportunities;
11. Encouraging involvement in extracurricular activities; and
12. Knowing what support is available within the district and community for students in DCFS custody.

¹⁷ 105 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 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] **18**

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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*, eff. 7-1-25. 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*, eff. 7-1-25. 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.

18 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.
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*. A school cannot deny admission based upon immigration (illegal) 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.
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. ¹⁹

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.²⁰ 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 ²¹ [*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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¹⁹ State law allows, but does not require, boards to waive nonresident tuition for these students. 105 ILCS 5/10-22.5a.

²⁰ 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.

²¹ 105 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,
5/26-1, 5/26-2, and 5/27-8.1.
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), 7:340
(Student Records)

Document Status: Draft Update

Section 2 - Board of Education

2:260 Uniform Grievance Procedure

The Board desires that complaints brought by students, parents/guardians, employees, or community members be resolved through a fair and equitable process. To promote the effective processing of grievances, therefore, the procedure outlined below should be followed when authorized by Board Policy or when a complaint involves any of the following:

1. Title II of the Americans with Disabilities Act, [42 U.S.C. §12101](#) *et seq.*
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*](#)^{PRESSPlus1}
3. Section 504 of the Rehabilitation Act of 1973, [29 U.S.C. §791](#) *et seq.*
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*)
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, [5 ILCS 430/70-5\(a\)](#); Illinois Human Rights Act, [775 ILCS 5/](#); and Title VII of the Civil Rights Act of 1964, [42 U.S.C. §2000e](#) *et seq.* (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*)
7. Breastfeeding accommodations for students, [105 ILCS 5/10-20.60](#)
8. Bullying, [105 ILCS 5/27-23.7](#)
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
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/](#)
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.*
16. Employee Credit Privacy Act, [820 ILCS 70/](#)

Appointing a Nondiscrimination Coordinator, [Title IX Coordinator](#), and Complaint Managers^{PRESSPlus2}

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 ~~Nondiscrimination Coordinator also serves as the District's~~ Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [PRESSPlus3](#)

The Superintendent shall appoint at least one Complaint Manager to administer the 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.

Nondiscrimination Coordinator:

Mrs. Sandra Allen
131 McKinley, Lake Villa, IL 60046
sandra.allen@district41.org
847.356.2385 Ext. 15070

Complaint Managers:

Mrs. Sandra Allen
131 McKinley, Lake Villa, IL 60046
sandra.allen@district41.org
847.356.2385 Ext. 15070

Dr. Vic Wight
131 McKinley, Lake Villa, IL 60046
victor.wight@district41.org
847.356.2385 Ext 15040

Procedures

1. Informal Resolution

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.

The right of a person to prompt and equitable resolution of a complaint brought 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 may continue with a simultaneous investigation under this policy.

All deadlines under this policy may be extended by the Complaint Manager as he/she deems appropriate. As used in the policy, "days" means days in which the District business office is

open.

2. Filing a Formal Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing formal a complaint with any District Complaint Manager after attempts at an informal resolution have not been successful. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same sex. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with the parent(s)/guardian(s) of a student. 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 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*, should be initiated.

3. Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. 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, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant, or by the Complainant's parents/guardians if the Complainant is under the age of eighteen (18) years.

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.

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 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.

4. Decision and Appeal

Within 10 school days after receiving the Complaint Manager's report, the Superintendent shall provide his or her written decision to the Complainant and the accused as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within five school days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board of Education 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 of Education.

Within 10 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, as well as to the Complaint Manager.

Individuals alleging that they have been discriminated against on the basis of their sex in the provision of or access to programs, activities, services, or benefits have the right to appeal the Board's decision to the Regional Superintendent and, thereafter, to the State Superintendent of Education. The Regional Superintendent retains discretion whether to hear such an appeal.

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.

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](#) (final citation pending), [5/24-4](#), [5/27-1](#), [5/27-23.7](#), and [45/1-15](#).

[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), 6:260 (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), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

Adopted: September 23, 2024

PRESSPlus Comments

PRESSPlus 1. Updated throughout in response to *State of Tennessee v. Cardona*, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. **Issue 118, April 2025**

PRESSPlus 2. 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. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

PRESSPlus 3. 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*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

Document Status: Draft Update

Section 4 - Operational Services

4:80 Accounting and Audits

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

Annual Audit

At the close of each fiscal year, the Superintendent shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent.

The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

Annual Financial Report

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

Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the District pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by [2 C.F.R. §200.313](#), if applicable. The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law.

Capitalization Threshold

The Superintendent or designee is responsible for establishing and maintaining accurate capital asset records. All capital purchases of \$510,000 [PRESSPlus1](#) or more will be recorded as a capital asset. The capital asset record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost.

Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of a diminutive value. The Superintendent shall establish procedures for the disposition and, when permitted by the terms and conditions of the award, the retention [PRESSPlus2](#) of property acquired by the District under grant awards that comply with federal and State law.

Taxable Fringe Benefits

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

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$7,500.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School District must be signed by either the Treasurer or Board Secretary, except that checks from accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by their respective account custodians.

Internal Controls

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

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

LEGAL REF.:

[2 C.F.R. §200](#) *et seq.*

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

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

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

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

Adopted: September 9, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046. A minimum threshold of \$10,000, or a lesser amount established by the board, and useful life greater than one year complies with the definition of *equipment* under federal grant rules. **Issue 118, April 2025**

PRESSPlus 2. Updated in response to 2 C.F.R. Part 200, amended by 89 Fed. Reg. 30046. **Issue 118, April 2025**

Document Status: Draft Update

Section 5 - Personnel

5:10 Equal Employment Opportunity and Minority Recruitment

The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, work authorization status; use of lawful products while not at work; being a victim of domestic violence, sexual violence, gender violence, or any other crime of violence; genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; reproductive health decisions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; conviction record, unless authorized by law; family responsibilities; or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, [410 ILCS 130/](#).

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager under Board policy 2:260, *Uniform Grievance Procedure*, or in the case of denial of equal employment opportunities on the basis of race, color, or national origin, Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager for under Board policy 2:260, *Uniform Grievance Procedure*. ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~

The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [PRESSPlus1](#)

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.

Nondiscrimination Coordinator:

Mrs. Sandra Allen

131 McKinley

Lake Villa, IL 60046

sandra.allen@district41.org

847.356.2385 Ext. 15070

Complaint Managers:

Mrs. Sandra Allen

131 McKinley

Lake Villa, IL 60046

sandra.allen@district41.org

847.356.2385 Ext. 15070

Dr. Vic Wight

131 McKinley

Lake Villa, IL 60046

victor.wight@district41.org

847.356.2385 Ext 15040

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks. A statement that, in accordance with Title IX, the District does not discriminate on the basis of sex, shall be prominently included in each announcement bulletin, catalog, or application form made available to any applicant for admission or employment, student, parent, applicant referral source, or union.

Minority Recruitment

The District will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the District to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

LEGAL REF.:

[8 U.S.C. §1324a](#) *et seq.*, Immigration Reform and Control Act.

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Education Amendments of 1972; [34 C.F.R. Part 106](#).

[29 U.S.C. §206](#)(d), Equal Pay Act.

[29 U.S.C. §218d](#), Fair Labor Standards Act.

[29 U.S.C. §621](#) *et seq.*, Age Discrimination in Employment Act.

[29 U.S.C. §701](#) *et seq.*, Rehabilitation Act of 1973.

[38 U.S.C. §4301](#) *et seq.*, Uniformed Services Employment and Reemployment Rights Act (1994).

[42 U.S.C. §1981](#) *et seq.*, Civil Rights Act of 1991.

[42 U.S.C. §2000d](#) *et seq.*, Title VI of the Civil Rights Act of 1964; [34 C.F.R. Part 100](#).

[42 U.S.C. §2000e](#) *et seq.*, Title VII of the Civil Rights Act of 1964; [29 C.F.R. Part 1601](#).

[42 U.S.C. §2000ff](#) *et seq.*, Genetic Information Nondiscrimination Act of 2008.

[42 U.S.C. §2000gg](#) *et seq.*, Pregnant Workers Fairness Act; [29 C.F.R. Part 1636](#).

[42 U.S.C. §2000e\(k\)](#), Pregnancy Discrimination Act.

[42 U.S.C. §12111](#) *et seq.*, Americans with Disabilities Act, Title I.

[Ill. Constitution, Art. I](#), §§17, 18, and 19.

[105 ILCS 5/10-20.7](#), [5/10-20.7a](#), [5/10-21.1](#), [5/10-22.4](#), [5/10-23.5](#), [5/22-19](#), [5/24-4](#), [5/24-4.1](#), and [5/24-7](#).

[410 ILCS 130/40](#), Compassionate Use of Medical Cannabis Program Act.

[410 ILCS 513/25](#), Genetic Information Privacy Act.

[740 ILCS 174/](#), Ill. Whistleblower Act.

[775 ILCS 5/1-103](#), [5/2-101](#), [5/2-102](#), [5/2-103](#), [5/2-103.1](#), [5/2-104\(D\)](#) and [5/6-101](#), Ill. Human Rights Act.

[775 ILCS 35/](#), Religious Freedom Restoration Act.

[820 ILCS 55/10](#), Right to Privacy in the Workplace Act.

[820 ILCS 70/](#), Employee Credit Privacy Act.

[820 ILCS 75/](#), Job Opportunities for Qualified Applicants Act.

[820 ILCS 112/](#), Ill. Equal Pay Act of 2003.

[820 ILCS 180/30](#), Victims' Economic Security and Safety Act.

[820 ILCS 260/](#), Nursing Mothers in the Workplace Act.

CROSS REF.: 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), 5:20 (Employee Harassment), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

Adopted: December 16, 2024

PRESSPlus 1. Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

Document Status: Draft Update

Section 6 - Instruction

6:150 Home and Hospital Instruction

A student who is absent from school, or whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school, because of a medical condition may be eligible for instruction in the student's home or hospital. Eligibility shall be determined by State law and the Ill. State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services. Appropriate educational services from qualified staff will begin no later than five school days after receiving a physician's written statement.

A student who is unable to attend school because of pregnancy or pregnancy-related conditions, the fulfillment of parenting obligations related to the health of the child, or health and safety concerns arising from domestic or sexual violence as defined in 105 ILCS 5/26A, will be provided home instruction, correspondence courses, or other courses of instruction under the following circumstances: [PRESSPlus1](#)

1. Before the birth of the child when the student's physician, physician assistant, or advanced practice registered nurse indicates, in writing, that she is medically unable to attend regular classroom instruction.
2. For up to three months after the child's birth or a miscarriage. [PRESSPlus2](#)
3. When a student must care for his or her ill child if
 - a. The child's physician, physician assistant, or advanced practice registered nurse informs the District, in writing, that the child has a serious health condition [PRESSPlus3](#) that would require the student to be absent from school for two or more consecutive weeks; and
 - b. The student or the student's parent/guardian informs the District, in writing, that the student needs to care for the child during this period.
4. The student must treat physical or mental health complications or address safety concerns arising from domestic or sexual violence when a health care provider or an employee of the student's domestic or sexual violence organization, as defined in 105 ILCS 5/26A, informs the District, in writing, that the care is needed by the student and will cause the student's absence from school for two or more consecutive weeks.

The District may reassess home instruction provided to a student under No. 3 or No. 4 every two months to determine the student's continuing need for home instruction.

Instructional time will be provided for a minimum of five clock hours per week on days when school is normally in session. Periodic conferences will be held between appropriate school personnel, parent(s)/guardian(s) and hospital staff to coordinate course work and facilitate the student's return to school.

LEGAL REF.:

[105 ILCS 5/10-19.05\(e\)](#), [5/10-22.6a](#), [5/14-13.01](#), and [5/18-4.5](#).

[23 Ill.Admin.Code §§1.520, 1.610](#), and [226.300](#).

CROSS REF.: 6:120 (Education of Children with Disabilities), 7:10 (Equal Educational Opportunities), 7:250 (Student Support Services), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence), 7:280 (Communicable and Chronic Infectious Disease)

Adopted: September 9, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.6a, amended by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 2. Number 2 does not require a written statement from a physician, physician assistant, or advanced practice registered nurse. See policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. **Issue 118, April 2025**

PRESSPlus 3. *Serious health condition* means an illness, injury, impairment, or physical or mental health condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider that is not controlled by medication alone. **Issue 118, April 2025**

Document Status: Draft Update

Section 6 - Instruction

6:235 Access to Electronic Networks

Electronic networks are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication.

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-issued Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networks or to any District-issued online account from any computer or device, regardless of location;
3. District-owned or District-issued computers, laptops, tablets, phones, or similar devices.

The Superintendent shall develop an implementation plan for this policy and appoint system administrator.

The School District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use.

Acceptable Use

All use of the District's electronic network must be: (1) in support of education and/or research, and be in furtherance of the Board of Education's stated goal, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Users of the District's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the District's electronic networks. General rules for behavior and communications apply when using electronic networks. The District's administrative procedure, *Acceptable Use of the District's Electronic Networks* contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school

officials.

Internet Safety

Technology protection measures shall be used on each District computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee. The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the systems administrator.

The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Use of Artificial Intelligence (AI)-Enabled Tools [PRESSPlus1](#)

The Board recognizes that AI-enabled tools are important to enhance student learning, educator effectiveness, and school operations. The use of AI-enabled tools in the District shall be implemented in a safe, ethical, and equitable manner and in accordance with Board policies 1:30, *School District Philosophy*, and 7:345, *Use of Educational Technologies*.

To implement the use of AI-enabled tools in the District, the Superintendent or designee shall:

1. Develop a District-wide AI Plan that addresses the District's approach to the integration of AI;
2. Based on the District-wide AI Plan, establish AI Responsible Use Guidelines to address the responsible use of AI in the District by students and staff;
3. Ensure that AI-enabled tools comply with State and federal law;
4. Ensure that staff receive training and students receive instruction on the use of AI, as appropriate; and
5. Review the District's AI Plan and AI Responsible Use Guidelines on an annual basis and update them as needed.

Authorization for Electronic Network Access

Each staff member must sign the *Authorization for Access to the District's Electronic Networks* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

Confidentiality

All users of the District's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

Violations

The failure of any user to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

LEGAL REF.:

[20 U.S.C. §7131](#), Elementary and Secondary Education Act.

[47 U.S.C. §254](#)(h) and (l), Children's Internet Protection Act.

[47 C.F.R. Part 54](#), Subpart F, Universal Service Support for Schools and Libraries.

[115 ILCS 5/14](#)(c-5), Ill. Educational Labor Relations Act.

[720 ILCS 5/26.5](#).

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:190 (Extracurricular and Co-Curricular Activities), 6:210 (Instructional Materials), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications, Elementary Schools), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: September 13, 2021

PRESSPlus Comments

PRESSPlus 1. Optional. Artificial intelligence is a rapidly evolving and complex technology that implicates many unsettled legal and ethical issues. This content 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.

A Statewide Generative AI and Natural Language Processing Taskforce issued a report to the General Assembly in December 2024 (<https://doit.illinois.gov/content/dam/soi/en/web/doit/meetings/ai-taskforce/reports/2024-gen-ai-task-force-report.pdf>) that recommended the Ill. State Board of Education provide guidance on the use of AI in schools, best practices, and educator training. The U.S. Dept. of Education released a toolkit to assist education leaders with the safe, ethical, and equitable integration of AI within education systems, available at: http://downloads.microscribepub.com/il/press/federal_resources/FINAL-ED-OET-EdLeaders-AI-Toolkit-10.29.24_20250221.pdf. Note: This resource may no longer be available on a federal government website but is being maintained at PRESS Online to provide consistent subscriber access.

Adopting policy language that addresses AI provides (a) a way for boards to monitor how this technology is being used in the district, and (b) an opportunity for the board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject. Before adoption of this subhead, the board may want to have a conversation with the superintendent to determine how local conditions, resources, and current practices will support the full implementation of a policy that addresses AI and its goals. The use of AI will be most effective when the policy reflects local conditions and circumstances. Consult the board attorney about these issues.

See sample administrative procedure 6:235-AP3, *Development of Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*, available at PRESS Online by logging in at www.iasb.com, for a suggested framework for developing an AI plan and guidelines. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:20 Harassment of Students Prohibited

No person, including a School 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; 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 or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

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. 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. ~~A student may choose to report to an employee of the student's same gender.~~ [PRESSPlus1](#)

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 Coordinator, [Title IX Coordinator](#), [PRESSPlus2](#) 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. ~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~

Nondiscrimination Coordinator:

Mrs. Sandra Allen

131 McKinley

Lake Villa, IL 60046

sandra.allen@district41.org

847.356.2385 ext 15070

Complaint Managers:

Mrs. Sandra Allen

131 McKinley Ave.

Lake Villa, IL 60046

sandra.allen@district41.org

847.356.2385 ext 15070

Dr. Vic Wight

131 McKinley Ave.

Lake Villa, IL 60046

victor.wight@district41.org

847.356.2385 ext 15040

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

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.
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-based PRESSPlus3 harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Title IX Coordinator or designee shall consider whether action 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.

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 [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.

LEGAL REF.:

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Educational Amendments of 1972; [34 C.F.R. Part 106](#).

[29 U.S.C. §791](#) *et seq.*, Rehabilitation Act of 1973; [34 C.F.R. Part 104](#).

[42 U.S.C. §2000d](#), Title VI of the Civil Rights Act of 1964; [34 C.F.R. Part 100](#).

[105 ILCS 5/10-20.12](#), [5/10-22.5](#), [5/10-23.13](#), [5/26A](#), [5/27-1](#), and [5/27-23.7](#).

[775 ILCS 5/1-101](#) *et seq.*, Illinois Human Rights Act.

[23 Ill.Admin.Code §1.240](#) and [Part 200](#).

[Davis v. Monroe County Bd. of Educ.](#), 526 U.S. 629 (1999).

[Franklin v. Gwinnett Co. Public Schs.](#), 503 U.S. 60 (1992).

[Gebser v. Lago Vista Independent Sch. Dist.](#), 524 U.S. 274 (1998).

West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 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 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#)

Adopted: September 23, 2024

PRESSPlus Comments

PRESSPlus 1. This sentence is stricken because the preceding sentence already states that students are encouraged to report to any employee with whom the student is comfortable speaking. **Issue 118, April 2025**

PRESSPlus 2. Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. Following the form's submission, IASB will add the Title IX Coordinator's name and contact information to this policy. **Issue 118, April 2025**

PRESSPlus 3. Updated in response to *State of Tennessee v. Cardona*, striking down the 2024 Title IX sex discrimination regulations and restoring the 2020 Title IX regulations. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:190 Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes and any type of vaping instrument.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
 - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
 - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or

licensed practitioner's prescription.

- d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
5. Using or possessing an electronic paging device.
6. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. ~~Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone.~~ [PRESSPlus1](#) Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered off or silenced during the regular school day unless: (a) the supervising staff grants permission; (b) use of the device is provided in a student's individualized education program (IEP) or Section 504 plan; (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
7. Sexting, which, for purposes of this policy, is the act of creating, sending, sharing, viewing, receiving, or possessing sexually explicit messages, images, or videos electronically, regardless of whether they are authentic or computer-generated, through the use of a computer, electronic communication device, or cellular phone. Sexting also includes creating, sending,

sharing, viewing, receiving, or possessing indecent visual depictions, non-consensual dissemination of private sexual images, and non-consensual dissemination of sexually explicit digitized depictions, as defined in State law. [PRESSPlus2](#)

6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.

21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term *possession* includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
8. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
9. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
10. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended shall also be restricted from being on school grounds and at school activities.
11. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled shall also be restricted from being on school grounds and at school activities.

12. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in [Article 13A](#) or [13B of the School Code](#).
13. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited in all circumstances. *Corporal punishment* is defined as a discipline method in which a person deliberately inflicts pain upon a student in response to the student's unacceptable behavior or inappropriate language, with an aim to halt an offense, prevent its recurrence, or set an example for others. [PRESSPlus3](#) It includes slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as permitted by 105 ILCS 5/10-20.33 ~~needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property~~.

Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in [105 ILCS 5/10-20.33](#), State Board of Education rules ([23 Ill.Admin.Code §§ 1.280, 1.285](#)), and the District's procedure(s), 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint).

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than two calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal Code of 2012 ([720 ILCS 5/24-1](#)).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed

firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member or is subject to a battery. *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Upon receiving a report of (1), above, the Building Principal or designee shall immediately notify local law enforcement. In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and, if a student is reportedly in possession of a firearm, also any involved student's parent/guardian.

Upon receiving a report on any of the above (1)-(3), the Superintendent or designee shall immediately notify local law enforcement. The Superintendent or designee shall also report these incidents ~~involving battery against staff members to the Ill. State Board of Education~~ ISBE through its web-based School Incident Reporting System as they occur during the year and no later than ~~August 1~~ July 31 PRESSPlus4 for the preceding school year.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other ~~certificated~~ licensed educational employees, and any other persons (whether or not a licensed employee) providing a related service for or with respect to a student, may only use reasonable force as permitted by 105 ILCS 5/10-20.33 PRESSPlus5 ~~needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property~~. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Student Handbook

The Superintendent, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented

annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated

by Reference: 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.:

[20 U.S.C. §7971](#), Pro-Children Act of 2004.

[20 U.S.C. §7961](#) *et seq.*, Gun Free Schools Act.

[105 ILCS 5/10-20.5b](#), [5/10-20.14](#), [5/10-20.28](#), [5/10-20.36](#), [5/10-21.7](#), [5/10-21.10](#), [5/10-22.6](#), [5/10-27.1A](#), [5/10-27.1B](#), [5/22-33](#), [5/22-100](#), [5/24-24](#), [5/26-12](#), [5/27-23.7](#), and [5/31-3](#).

[105 ILCS 110/3.10](#), Critical Health Problems and Comprehensive Health Education Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Pilot Program.

[410 ILCS 647/](#), Powdered Caffeine Control and Education Act.

[430 ILCS 66/](#), Firearm Concealed Carry Act.

[23 Ill.Admin.Code §§1.280](#), [1.285](#).

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools), 8:30 (Visitors to and Conduct on School Property)

Adopted: February 12, 2024

PRESSPlus Comments

PRESSPlus 1. This text is moved to #7, below. **Issue 118, April 2025**

PRESSPlus 2. This definition of sexting is adapted from Merriam-Webster's definition at www.merriam-webster.com/dictionary/sexting, and it incorporates offenses under State law that address the dissemination of explicit images. A district may wish to use another definition or create its own with the board attorney. See sample administrative procedure 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, available at PRESS Online by logging in at www.iasb.com, for definitions of the italicized terms in this paragraph and their accompanying citations. See also sample administrative procedure 7:190-AP5, *Student Handbook - Electronic Devices*. **Issue 118, April**

2025

PRESSPlus 3. Updated in response to 105 ILCS 5/22-100, added by P.A. 103-806. **Issue 118, April 2025**

PRESSPlus 4. Updated in response to 105 ILCS 5/10-27.1A and 10-27.1B, amended by P.A.s 103-609 (first to pass both houses) and 103-780 (second to pass both houses and controlling). **Issue 118, April 2025**

PRESSPlus 5. Updated in response to 105 ILCS 5/24-24, amended by P.A. 103-806. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:200 Suspension Procedures

In-School Suspension

The Superintendent or designee is authorized to maintain an in-school suspension program. The program shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

Out-of-School Suspension

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall:
 - a. Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
 - b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit;
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
 - d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
 - e. Depending upon the length of the out-of-school suspension, include the following applicable information:
 - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:
 - a. A threat to school safety, or
 - b. A disruption to other students' learning opportunities.
 - ii. For a suspension of 4 or more school days, an explanation:

- a. That other appropriate and available behavioral and disciplinary interventions have been exhausted,
 - b. As to whether school officials attempted other interventions or determined that no other interventions were available for the student, and
 - c. That the student's continuing presence in school would either:
 - i. Pose a threat to the safety of other students, staff, or members of the school community, or
 - ii. Substantially disrupt, impede, or interfere with the operation of the school.
 - d. ~~Of For a suspension of 4 or more school days, the information listed in section 4.c.ii., above, along with documentation by the Superintendent or designee determining~~ what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension, as determined by the Superintendent or designee.
5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
 6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board.
 - a. At the review, the student ~~s~~ and his or her parent(s)/guardian(s) may appear with a representative of their choice and at their expense, be accompanied by a support person of their choice and at their expense, disclose any factor to be considered in mitigation (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [PRESSPlus1](#)
 - b. If the review involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [PRESSPlus2](#)
 - c. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.
 - d. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above.

LEGAL REF.:

[Goss v. Lopez](#), 419 U.S. 565 (1975).

[105 ILCS 5/10-20.14](#), [5/10-22.6](#).

[23 Ill.Admin.Code §1.280](#).

CROSS REF.: 5:100 (Staff Development), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*, eff. 7-1-25. A representative chosen by the parent/guardian (or by the student, if emancipated) must be permitted to represent the student "throughout the proceedings and to address the school board or its appointed hearing officer." A support person chosen by the parent/guardian (or by the student, if emancipated) must also be permitted to accompany the student to any expulsion hearing or proceeding. For the definition of *support person*, see sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 2. Updated in response to 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:210 Expulsion Procedures

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following:

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall:
 - a. Include the time, date, and place for the hearing.
 - b. Briefly describe what will happen during the hearing.
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
 - d. Inform the student and parent(s)/guardian(s) that a representative of their choice and at their expense is permitted to represent the student throughout the proceedings and to address the Board or its hearing officer. [PRESSPlus1](#)
 - e. Inform the student and parent(s)/guardian(s) that a support person [PRESSPlus2](#) of their choice and at their expense is permitted to accompany the student throughout the proceedings.
 - f. List the student's prior suspension(s).
 - g. State that the School Code allows the Board of Education to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
 - h. Ask that the student or parent(s)/guardian(s) ~~or attorney~~ inform the Superintendent or Board Attorney if the student will ~~be represented by an attorney~~ appear with a representative and/or support person and, if so, provide the attorney's name(s) and contact information for the representative and/or support person.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate.
3. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.
4. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged.
 - a. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student.
 - b. The student and his or her parent(s)/guardian(s) may ~~be represented by counsel~~ appear

with a representative, be accompanied by a support person, disclose any factor to be considered in mitigation (including his or her status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A), offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. Any representative and support person must comply with hearing rules and may be prohibited from further participation if they violate the rules or engage in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or anyone else in attendance at the hearing. [PRESSPlus3](#)

- c. If the expulsion hearing involves allegations of sexual violence by the student, neither the student nor the student's representative shall directly question nor have direct contact with the alleged victim. The student or the student's representative may, at the discretion of the Board or its hearing officer, suggest questions to be posed by the Board or its hearing officer to the alleged victim. [PRESSPlus4](#)
5. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
6. If the Board acts to expel the student, its written expulsion decision shall:
 - a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school.
 - b. Provide a rationale for the specific duration of the recommended expulsion.
 - c. Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student.
 - d. Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school.
7. Upon expulsion, the District may refer the student to appropriate and available support services.

LEGAL REF.:

[Goss v. Lopez](#), 419 U.S. 565 (1975).

[105 ILCS 5/10-20.14](#), [5/10-22.6](#).

CROSS REF.: 5:100 (Staff Development); 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities)

Adopted: January 24, 2022

PRESSPlus Comments

PRESSPlus 1. Items d and e are required by 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, *aka Ensuring Success in School (ESS) Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 2. For the definition of support person, see sample administrative procedure 7:255-AP1, *Supporting Students who are Parents, Expectant Parents, or Victims of Sexual or Domestic Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 3. 105 ILCS 5/10-22.6(b-35), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 4. 105 ILCS 5/10-22.6(b-40), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:250 Student Support Services

The District provides 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 when enrolling in or changing schools.

The following student support services may be provided by the School District:

1. Health services supervised by a qualified school nurse. The Superintendent or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.
4. ~~Guidance and s~~ School counseling services. The Superintendent or designee shall annually inform all school personnel and students 12 years of age and older, in writing, of the availability of counseling without parent/guardian consent under 405 ILCS 5/3-550. [PRESSPlus1](#)

The Superintendent or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. The District, however, assumes no liability for preventing, identifying, or treating such needs.

Erin's Law Counseling Options, Assistance, and Intervention

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

Article 26A Domestic or Sexual Violence and Parenting Resource Personnel [PRESSPlus2](#)

The Superintendent or designee will ensure that at least one staff member in each school building is designated as a resource person (Article 26A Resource Person) for students who are parents, expectant parents, or victims of domestic or sexual violence and offers those services required by 105 ILCS 5/26A. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. The Article 26A Resource Person may be a member of the building's Student Support Committee.

The Superintendent shall ensure that this policy shall be is implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq., and that it is respectful of student privacy, including that student records are maintained and their

confidentiality protected in accordance with Board policy and District procedures. [PRESSPlus3](#)

LEGAL REF.:

105 ILCS 5/10-23.13(b), 5/10-20.59, ~~and 5/21B-25(G)~~, and 5/26A.

[405 ILCS 5/](#), Mental Health and Developmental Disabilities Code.

[405 ILCS 49/](#), Children's Mental Health Act.

[740 ILCS 110/](#), Mental Health and Developmental Disabilities Confidentiality Act.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye and Examinations, Immunizations, and Exclusion of Students), [7:255 \(Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence\)](#), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

Adopted: February 13, 2023

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/26A-40(h), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 2. Required by 105 ILCS 5/26A-35, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 3. This policy text is based on recommendations of the second ESS Task Force. See pp. 13-14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. **Issue 118, April 2025**

Document Status: Draft Update

Section 7 - Students

7:270 Administering Medicines to Students

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent(s)/guardian(s) believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the District's procedures on dispensing medication.

No School District employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *School Medication Authorization Form (SMA Form)* is submitted by the student's parent(s)/guardian(s). No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed an *SMA Form*. The Superintendent or designee will ensure an Emergency Action Plan is developed for each self-administering student.

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act. A student may also possess the supplies and equipment necessary to monitor and treat diabetes in accordance with the student's diabetes care plan and/or the supplies, equipment, and medication necessary to treat epilepsy in accordance with the student's seizure action plan. [PRESSPlus1](#)

The District shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the District and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.

School District Supply of Undesignated Opioid Antagonists

The Superintendent or designee shall implement [105 ILCS 5/22-30\(f\)](#) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law. *Opioid antagonist* means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. *Undesignated opioid antagonist* is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the District or one of its schools or obtained by the District without a prescription. A school nurse or trained personnel, as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.

Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a *medical cannabis infused product* to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a *designated caregiver* to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a *medical cannabis infused product* to a child who is a student on the premises of his or her school or on his or her school bus if:
 - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
 - b. Copies of the registry identification cards are provided to the District;
 - c. That student's parent/guardian completed, signed, and submitted a *School Medication Authorization Form - Medical Cannabis*; and
 - d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the *medical cannabis infused product* to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school

nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy

The **School District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is unable to obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply.

The **Administration of Medical Cannabis** section of the policy is void and the District reserves the right not to implement it if the District or school is in danger of losing federal funding.

Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

LEGAL REF.:

[105 ILCS 5/10-20.14b](#), [5/10-22.21b](#), [5/22-30](#), and [5/22-33](#).

[105 ILCS 145/](#), Care of Students with Diabetes Act.

[105 ILCS 150/](#), Seizure Smart School Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

[720 ILCS 550/](#), Cannabis Control Act.

[23 Ill.Admin.Code §1.540](#).

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

Adopted: May 20, 2024

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 145/30; 105 ILCS 150/30. This is not a new requirement, but it is added to make clear in policy that self-carry may also be authorized for diabetes/seizure management. **Issue 118, April 2025**

Document Status: Draft Update - New

7:255 Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence

New/Unpublished Section

Domestic and sexual violence affect a student's ability to learn. Students who are parents or expectant parents have unique needs. Providing support services that enable students who are parents, expectant parents, [PRESSPlus1](#) or victims of domestic or sexual violence (Article 26A Students) to succeed in school are important District goals and required by 105 ILCS 5/26A (Article 26A). [PRESSPlus2](#)

The Superintendent or designee shall develop and implement a program for supporting Article 26A Students that:

1. Distributes this policy and procedures for requesting supportive services or filing a complaint to all students at the beginning of each school year. [PRESSPlus3](#)
2. Ensures at least one staff member in each school building is designated as a resource person for Article 26A Students (Article 26A Resource Person) and receives training in accordance with 105 ILCS 5/26A-35. [PRESSPlus4](#)
3. Notifies all District employees and agents that, upon learning or suspecting that a student is a parent, expectant parent, or victim of domestic or sexual violence, they must refer the student to a designated Article 26A Resource Person. [PRESSPlus5](#)
4. Ensures any employees whose duties include the resolution of Article 26A complaints receive training in accordance with 105 ILCS 5/26A-25(b)(1).
5. Requires verification of a student's claim of Article 26A status relating to domestic or sexual violence in accordance with 105 ILCS 5/26A-45. [PRESSPlus6](#)
6. Provides Article 26A Students with in-school support services, information about non-school-based support services, and the ability to make up work missed due to circumstances related to the student's Article 26A status in accordance with 105 ILCS 5/26A-40. [PRESSPlus7](#)
7. Ensures the prompt and equitable resolution of all Article 26A complaints through a complaint resolution procedure that fully complies with 105 ILCS 5/26A-25. [PRESSPlus8](#)
8. Ensures that all information concerning an Article 26A Student's status and related experiences, or information concerning a student who is a named perpetrator of domestic or sexual violence, provided to or otherwise obtained by the District or its employees or agents pursuant to 105 ILCS 5/26A is retained in a confidential temporary file in accordance with 105 ILCS 10/2(f). [PRESSPlus9](#) Confidentiality procedures will: [PRESSPlus10](#)
 - a. Provide that such information may not be disclosed to any other individual outside of the District, including any other employee, except if such disclosure is: (1) permitted by the Ill. School Student Records Act (105 ILCS 10/), the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), or other applicable State or federal laws; or (2) requested or consented to, in writing, by the Article 26A Student or their parent/guardian if it is safe to obtain written consent from the parent/guardian; and
 - b. Comply with the requirements of 105 ILCS 5/26A-30.
9. Ensures that in the event an Article 26A Student or their parent/guardian reports an incident of alleged domestic or sexual violence, the District's procedures comply with 105 ILCS 5/26A-

20(c). [PRESSPlus11](#)

10. Complies with State and federal law and aligns with Board policies. [PRESSPlus12](#)

Requesting Support Services

An Article 26A Student and/or their parent/guardian may request support services under this policy by contacting the building-level Article 26A Resource Person, whose name and contact information will be annually distributed to employees, students, and parents/guardians by each Building Principal.

Filing a Complaint

An Article 26A Student and/or their parent/guardian may file a complaint under this policy with the Nondiscrimination Coordinator, Title IX Coordinator, Building Principal, Assistant Building Principal, Dean of Students, [PRESSPlus13](#) a Complaint Manager, or any employee with whom the person is comfortable speaking. [PRESSPlus14](#)

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers. [PRESSPlus15](#)

Nondiscrimination Coordinator:

Name

Address

Email

Telephone

Title IX Coordinator:

Name

Address

Email

Telephone

Complaint Managers:

Name

Address

Email

Telephone

Name

Address

Email

Telephone

Complaint Resolution Procedure

When a complaint is filed, the Nondiscrimination Coordinator and/or Complaint Manager or designee shall process and review it according to administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.

Enforcement

Any District employee who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the complaint resolution procedure, to have violated Article 26A 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.

This policy does not increase or diminish the ability of the District or the parties to exercise any other

rights under existing law.

Policy Review [PRESSPlus16](#)

At least once every two years, pursuant to 105 ILCS 5/26A-20 and Board policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy and to any other policies that may act as a barrier to their immediate enrollment and re-enrollment, attendance, graduation, and success in school of any student who is a parent, expectant parent, or victim of domestic or sexual violence. The Superintendent or designee shall assist the Board with its review and any updates.

Retaliation Prohibited [PRESSPlus17](#)

Retaliation against an Article 26A Student or their parent/guardian for exercising or attempting to exercise their rights under Article 26A is prohibited. Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

A student, employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension or expulsion, with regard to students.

LEGAL REF.:

105 ILCS 5/26A.

105 ILCS 10/, III. School Student Records Act.

405 ILCS 5/, Mental Health and Developmental Disabilities Code.

405 ILCS 49/, Children's Mental Health Act.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:250 (Student Support Services), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. An *expectant parent* is a student who (i) is pregnant and (ii) has not yet received a diploma for completion of a secondary education as defined in 105 ILCS 5/22-22. **Issue 118, April 2025**

PRESSPlus 2. This policy is created in response to 105 ILCS 5/26A, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, requiring districts to ensure they have policies, procedures, and resources in

place to ensure that Article 26A Students are provided with support services necessary to enable them to meet State educational standards and successfully attain a school diploma.

105 ILCS 5/2-3.147, added by P.A. 95-558 and repealed by P.A. 99-30, created the first Ensuring Success in School (ESS) Task Force. Supervised by the Ill. State Board of Education (ISBE), it developed policies, procedures, and protocols for school boards to adopt to address the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence; the goal was to encourage these students to stay in school, stay safe while in school, and successfully complete their education. The June 2010 report of the first ESS Task Force is available here: www.isbe.net/Documents/ess-task-force-final-report0610.pdf.

105 ILCS 5/26A-15, added by P.A. 102-466 (a/k/a *ESS Law*) and scheduled to be repealed on 12-1-25, created a second ESS Task Force supervised by ISBE, also focused on the education and related needs of students who are parents, expectant parents, or victims of domestic or sexual violence. The second ESS Task Force was to: (1) draft and publish model policies and intergovernmental agreements for inter-district transfers, (2) draft and publish model complaint resolution procedures, and (3) identify current mandatory and new staff trainings needed.

Issue 118, April 2025

PRESSPlus 3. 105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

PRESSPlus 4. See footnote 25 in sample policy 5:100, *Staff Development Program*, and sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com, for further information about training requirements. **Issue 118, April 2025**

PRESSPlus 5. 105 ILCS 5/26A-40(e), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. *Agents* is not defined and who is considered an agent for the district is fact-specific; consult the board attorney for guidance. **Issue 118, April 2025**

PRESSPlus 6. 105 ILCS 5/26A-45, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. See detailed verification requirements and restrictions in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 7. 105 ILCS 5/26A-40, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. Providing accommodations to ensure equal educational opportunities for students who are parents and expectant parents is also required by federal regulations implementing Title IX of the Education Amendments of 1972 (Title IX) (20 U.S.C. §1681 et seq.) and ISBE sex equity regulations. 34 C.F.R. §106.40 and 49 C.F.R. §25.445; 23 Ill.Admin.Code §200.50. See policy 7:10, *Equal Educational Opportunities*, and sample administrative procedure 7:10-AP2, *Accommodating Breastfeeding Students*, available at PRESS Online by logging in at www.iasb.com. Reasonable accommodations for breastfeeding students are also required by 105 ILCS 5/10-20.60. **Issue 118, April 2025**

PRESSPlus 8. 105 ILCS 5/26A-25 and 5/26A-20(c), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-

1-25, list the basic requirements for a complaint resolution procedure. Live hearings are not required but may be offered as part of the complaint resolution procedure. **Consult the board attorney if the board wants the district to use a live hearing in its complaint resolution procedure.** For an Article 26A complaint resolution procedure, see sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. See also sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*. Sample administrative procedures are available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 9. 105 ILCS 5/26A-45(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. The ESS Law amended the definition of *student temporary record* in the Ill. School Student Records Act (ISSRA) (105 ILCS 10/) to include information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A. **Issue 118, April 2025**

PRESSPlus 10. Required by 105 ILCS 5/26A-30, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25.

The policy text is based on recommendations of the second ESS Task Force. See p. 14 of the June 2024 ESS Task Force final report, at: www.isbe.net/Documents_ESSTaskForce/Final-Report-ESS-Report-June-2024.pdf. The phrase "including any other employee" comes directly from 105 ILCS 5/26A-30(a) and is confusing because it is unclear whose employee is being referenced. The Ill. School Student Records Act (ISSRA) permits student records to be disclosed to any district employees with a "current demonstrable educational or administrative interest" in a student if disclosure is "in furtherance of such interest." 105 ILCS 10/6(a)(2). **Consult the board attorney for guidance. Issue 118, April 2025**

PRESSPlus 11. 105 ILCS 5/26A-20(c)(1)-(6), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25, states elements that must be in a district's "policy on the procedures" that a student or their parent/guardian may follow if he or she chooses to report an incident of alleged domestic or sexual violence. Having a "policy on the procedures" is a misnomer because the board does not adopt procedures but rather, through policy, directs the superintendent to establish procedures to implement policy. Only the required element at 105 ILCS 5/26A-20(c)(6), to establish a complaint resolution procedure, appears in this policy's text because the remaining elements are not board work and therefore inappropriate to include in board policy. Instead, required elements from 105 ILCS 5/26A-20(c)(1)-(5) appear in sample administrative procedure 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 12. See sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com, for a list of board policies implicated by the ESS Law and that may interact with this policy. **Issue 118, April 2025**

PRESSPlus 13. If the district does not employ an Assistant Building Principal and/or Dean of Students, strike the title(s) that do not apply, and use the Save Status "Adopted with Additional District

Edits." **Issue 118, April 2025**

PRESSPlus 14. 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. **Issue 118, April 2025**

PRESSPlus 15. 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. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

Please [click here to submit the name and contact information](#) that will be applied to each of the following policies: 2:260, 2:265, 5:10, 5:20, 7:20, 7:180, and 7:255. **Issue 118, April 2025**

PRESSPlus 16. 105 ILCS 5/26A-20(a), added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. This provision also requires districts to review and revise any procedures that act as a barrier to Article 26A Students. Since procedure review and revision is administrator work and not board work, this requirement is addressed in sample administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, available at PRESS Online by logging in at www.iasb.com. **Issue 118, April 2025**

PRESSPlus 17. 105 ILCS 5/26A-50, added by P.A. 102-466, a/k/a *ESS Law*, eff. 7-1-25. **Issue 118, April 2025**

July 2, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Anna Kasprzyk, Chief School Business Official

RE: Permanent Inter-fund Transfer from Operation and Maintenance Fund to Capital
Projects Fund

Background:

Section 100.5(d)(2), 23 Ill. Adm. Code 100.5(d)(2) allows to transfer the funds from Operation and Maintenance Fund to Capital Project Fund. Transferred funds can be used for future facility improvement projects. For the past few years, surplus in the Operation and Maintenance Fund was transferred to Capital Project Fund. The funds are used for projects not funded by referendum bonds.

Discussion:

To support future capital facility improvement projects, available funds from the Operations and Maintenance Fund may be transferred to the Capital Projects Fund. Based on projected expenditures and revenues for FY25, the Operations and Maintenance Fund is expected to have a surplus of approximately \$780,000. This surplus includes a permanent transfer of \$810,000 in interest earnings from the Education and Working Cash Funds.

Attached is the resolution authorizing the permanent inter-fund transfer of \$800,000 from Operation and Maintenance Fund to Capital Project Fund.

Recommendation:

It is recommended that the Board of Education approves the permanent transfer of \$800,000 from Operation and Maintenance Fund to Capital Project Fund as presented to fund future capital facility improvement projects.

RESOLUTION
OF THE BOARD OF EDUCATION OF
LAKE VILLA COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 41
LAKE COUNTY, ILLINOIS

AUTHORIZING TRANSFER TO
THE CAPITAL PROJECTS FUND

WHEREAS, pursuant to Sections 2-3, 2-3.27, and 2-3.28 of the *School Code*, the Illinois State Board of Education (“ISBE”) has the power and duty to formulate and approve forms, procedures and regulations for school district accounts and budgets; and

WHEREAS, ISBE Regulation Section 100.50(d)(2) provides that when revenues or other sources of funds are pledged to pay for a capital project or acquisition, the moneys shall be transferred into the Capital Projects Fund, except in case of acquisition of any equipment that must be financed from the transportation fund pursuant to Section 17-8 of the *School Code*.

NOW, THEREFORE, it is hereby resolved by the Board of Education of Lake Villa Community Consolidated School District No. 41, Lake County, Illinois that:

Section 1: The Preamble above is hereby incorporated into the body of this Resolution.

Section 2: Funds in the amount of \$800,000.00 now on hand in the custody of the School Treasurer are hereby transferred from the Operations and Maintenance Fund to the Capital Projects Fund of the School District, effective June 30, 2025, for future capital projects.

Section 3: All such accounting transfers shall be reflected in School District financial reports in accordance with ISBE regulations.

Section 4: The Treasurer is directed to implement this Resolution.

Section 5: This Resolution shall take effect immediately upon adoption or June 30, 2025, whichever is earlier.

Adopted this 14th day of July 2025, by the following roll call vote:

AYES:

NAY:

ABSENT:

President, Board of Education
Lake Villa Community Consolidated School
District No. 41, County of Lake
State of Illinois

Secretary, Board of Education
Lake Villa Community Consolidated School
District No. 41, County of Lake
State of Illinois

July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Sandy Allen, Director of Personnel

RE: Virtual Speech Language Pathologist Services for the 2025-2026 School Year

Background:

The district currently has vacancies in speech-language pathology for Private-Home School Proportionate Share services. This position has been posted since the 2022-2023 school year and remains unfilled.

Beth Dalton Moffitt, a Speech-Language Pathologist, has previously provided bilingual evaluations, bilingual speech services, and proportionate share services for the district. The administration was very pleased with these services. Beth continues to be available to support the district with speech-language pathology services on an hourly basis, delivered virtually.

The cost for a contracted speech language pathologist services is listed below:

Days/Hours of service	Up to 300 hours for the school year, .2 FTE
Hourly Rate	\$85.00
TOTAL	Up to \$25,500.00

Discussion:

Contracting with an outside agency for Speech-Language Pathologists (SLPs) to fill vacant positions is essential for the timely evaluation and identification of students needing speech services districtwide. This is critical for their educational progress and compliance with legal requirements, including the district's obligation through proportionate share to support students in private school settings. The district's Legal Counsel has reviewed the contract to ensure compliance and protection for the district.

Recommendation:

It is recommended that the Board of Education approve the contract with Beth Dalton Moffitt for up to 300 hours of Speech Language Pathology services for the 2025-2026 school year as presented.

July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Sandy Allen, Director of Personnel

RE: School Psychologist Professional Services Agreement with Deborah Aukerman for the
2025-2026 School Year

District 41 remains committed to ensuring consistent, high-quality support for students requiring specialized services. Palombi School currently has an unfilled School Psychologist position, and despite extensive recruitment efforts, no qualified candidates have been secured.

During the 2024–2025 school year, District 41 contracted with Sunbelt Staffing, LLC to provide School Psychologist services. Through that agreement, Deb Aukerman served in the role and delivered exemplary support. The administration was highly satisfied with the quality of services provided.

At the May 19, 2025, Board of Education meeting, the Board approved a contract with Sunbelt Staffing, LLC for School Psychologist services for the 2025–2026 school year, with Ms. Aukerman expected to continue in the role.

However, following that approval, Ms. Aukerman informed the district in June 2025 that she would no longer be affiliated with Sunbelt Staffing, LLC and would instead be operating as an independent provider. She did not intend to continue providing services through the agency.

Given the district’s continued need and our strong working relationship with Ms. Aukerman, we recommend proceeding with her as an independent contractor for the 2025–2026 school year. This agreement would replace the previously approved contract with Sunbelt Staffing, LLC.

Continuity of these services is essential to support special education evaluations, monitor student progress within the Multi-Tiered System of Supports (MTSS), and provide counseling. School Psychologists play a critical role in conducting comprehensive assessments that inform Individualized Education Programs (IEPs) and guide appropriate interventions. Transitioning to an independent contract ensures uninterrupted, high-quality services for students while supporting compliance and operational efficiency.

The cost for the .6 FTE School Psychologist is listed below:

Hours of service for evaluations, report writing, IEP/504/Staff meetings, and consulting with families, students, and staff from August 18, 2025-June 2, 2026.				
Contracted Services	Hours Per Week	Annual Hours not to Exceed	Hourly Rate	Total Cost
School Psychologist (.6 FTE)	22.5	877.5	\$100.00	\$87,750.00

Discussion:

Contracting for School Psychologist services is essential to ensure timely evaluations, interventions, and support for students requiring specialized services—support that is critical to maintaining educational progress and meeting legal obligations. Despite recruitment efforts, the district was unable to fill the School Psychologist vacancy at Palombi School.

During the 2024–2025 school year, the district received high-quality School Psychologist services through from this provider. The assigned provider has since chosen to work independently and was no longer affiliated with Sunbelt Staffing, LLC. To maintain continuity of services with this highly effective provider, entering into a direct agreement with Deborah Aukerman as an independent contractor would replace the previously approved contract with Sunbelt Staffing, LLC. The district’s Legal Counsel has reviewed the proposed agreement to ensure compliance and legal protection.

Recommendation:

It is recommended that the Board of Education approve the Staffing Agency Agreement with Deborah Aukerman for School Psychologist services for the 2025-2026 school year.

CHECK NUMBER	CHECK FD	CHECK DATE	CHE TYP	VENDOR	INVOICE DESCRIPTION	AMOUNT
351461	10	06/20/2025	R	CANON FINANCIAL SERV	Maintenance Overage 5/1/25-5/31/25 Contract Charge 6/1/25-6/30/25	3,969.78
351461	30	06/20/2025	R	CANON FINANCIAL SERV	Maintenance Overage 5/1/25-5/31/25 Contract Charge 6/1/25-6/30/25	4,727.00
351463	15	06/20/2025	R	AMERICAN ASSN OF SCH	2025 pHCLE Certification Exam- AScully	300.00
351463	10	06/20/2025	R	ANTIOCH PIZZA- ANTIO	Evening Registration- Team Meal	94.71
351463	10	06/20/2025	R	JIMMY JOHN'S	Negotiations Dinner 6-3-25	96.23
351463	10	06/20/2025	R	LAKE COUNTY REGIONAL	Coaches Network Seminar	600.00
351463	10	06/20/2025	R	PBLWORKS	PBL 101 Seminar- JKilmer	599.00
351463	10	06/20/2025	R	RACINE ZOOLOGICAL SO	Thompson K-2 Field Trip	713.79
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Library Grant Purchase	462.70
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Library Grant Purchase	642.34
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	New Board Member Sign	16.87
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Books for Illinois Literacy Plan 4th Grade Thompson	1,633.63
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Books for Illinois Literacy Plan 6th Grade	799.89
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Books for Illinois Literacy Plan 8th Grade	268.52
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Books for Illinois Literacy Plan 8th Grade	2,395.95
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Wall calendar and Employee Folders	154.60
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Summer School Materials for TBE/TPI	109.95
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Tech Supplies	156.25
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Tech and DO Supplies (Storage Boxes)	20.00
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Tech and DO Supplies (Storage Boxes)	365.25
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Tech and DO Supplies (Storage Boxes)	20.00
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	Tech and DO Supplies (Storage Boxes)	20.00
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Tech and DO Supplies (Storage Boxes)	20.00
351469	20	06/30/2025	R	AMAZON CAPITAL SERVI	Refund PO 1502025040	-26.06
351469	20	06/30/2025	R	AMAZON CAPITAL SERVI	Office Entrance Door Lock Remote	91.85
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Grade level order - 3rd Grade	23.97
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Refund PO 4002025156- Snowglobe 2	-2.10
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	PFA Classroom Set Up Supplies	89.60
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	PFA Classroom Set Up Supplies	20.48
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	PE supplies for LASSO	1,927.35
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	PFA Supplies	1,268.14
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	Assistive Tech Cases	110.87
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	ECAT Supplies	237.29
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Calming Room Supplies	511.88
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	PFA Supplies	148.86
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Thompson	184.81
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Thompson	184.81

CHECK NUMBER	CHECK FD	CHECK DATE	CHE TYP	VENDOR	INVOICE DESCRIPTION	AMOUNT
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Hooper	295.89
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Hooper	295.88
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Martin	691.99
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Martin	691.98
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Palombi	130.40
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	OT Supplies for Palombi	130.39
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Sensory Room Supplies	273.41
351469	10	06/30/2025	R	AMAZON CAPITAL SERVI	Replacement item for ECAT Target order	19.98
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	LASSO	105.97
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	LASSO OT Supplies	2,501.11
351469	15	06/30/2025	R	AMAZON CAPITAL SERVI	LASSO Classroom Supplies: Becker/Marshall	1,314.23
351470	15	06/30/2025	R	AMERGIS HEALTHCARE S	I Balici - RN services 6/9-6/10/25	1,322.50
351471	20	06/30/2025	R	APEX LANDSCAPING INC	Pleviak mowing - June	260.00
351472	15	06/30/2025	R	BOONE-WINNEBAGO REGI	ROE Summer Symposium	120.00
351473	40	06/30/2025	R	CHAIN O LAKES TRANSP	Summer School transportation	250.00
351473	40	06/30/2025	R	CHAIN O LAKES TRANSP	SpEd transportation 6/3	125.00
351474	20	06/30/2025	R	CONSTELLATION NEW EN	Pleviak electric service 4/21-5/21/25	1,150.96
351475	10	06/30/2025	R	DELAHUNTY, KELSEY	Mileage 3/4 - 5/28/2025	124.39
351476	15	06/30/2025	R	DOLL, CHRISTINA	Non-Violent Crisis Intervention 6/3-6/5/25	210.42
351477	40	06/30/2025	R	DURHAM SCHOOL SERVIC	June transportation	8,838.04
351477	40	06/30/2025	R	DURHAM SCHOOL SERVIC	June transportation	8,219.25
351478	15	06/30/2025	R	ENABLING DEVICES	AT Needs for LASSO	2,285.90
351479	20	06/30/2025	R	GARAVENTA USA, IN	Service call for wheelchair lift	660.00
351480	40	06/30/2025	R	GRADE A TRANSPORTATI	June transportation	169.00
351481	15	06/30/2025	R	HARKINS, SUSAN	Mileage 5/1-5/30/2025	182.28
351482	10	06/30/2025	R	HODGES, LOZZI, EISE	May legal services	15,803.30
351483	20	06/30/2025	R	HOME DEPOT	supplies	205.63
351483	20	06/30/2025	R	HOME DEPOT	supplies	109.92
351483	20	06/30/2025	R	HOME DEPOT	supplies	34.44
351483	20	06/30/2025	R	HOME DEPOT	supplies	56.35
351483	20	06/30/2025	R	HOME DEPOT	supplies	50.00
351484	15	06/30/2025	R	IASA	Aspiring Superintendent Academy	2,050.00
351485	15	06/30/2025	R	JUNGLE JUMPAROO	Jungle Jumparoo-Hooper	0.00
351485	15	06/30/2025	R	JUNGLE JUMPAROO	Jungle Jumparoo-Hooper	643.50
351486	10	06/30/2025	R	KUPFER, GINA	Summer school snacks	237.30
351487	15	06/30/2025	R	LAKESHORE LEARNING M	LASSO OT Supplies	179.97
351487	15	06/30/2025	R	LAKESHORE LEARNING M	LASSO OT Supplies	64.94
351487	15	06/30/2025	R	LAKESHORE LEARNING M	LASSO OT Supplies	311.75
351488	15	06/30/2025	R	LIND, KATHRYN	Mileage - SEDOL legal updates 6/3/25	8.54
351489	40	06/30/2025	R	LORENZO, SARA	SpEd transportation March-May 2025	215.46
351490	10	06/30/2025	R	LOVELESS, WENDY	Mileag 5/2-5/28/25	13.58
351491	15	06/30/2025	R	NATIONAL AUTISM RESO	Behavior Interventionist LASSO Needs	859.27
351492	15	06/30/2025	R	NCS PEARSON, INC.	OT LASSO Assessment Needs	1,261.58
351493	10	06/30/2025	R	PROCARE THERAPY	PJP bi-lingual teacher 5/27-5/29/25	1,732.50
351494	10	06/30/2025	R	REDDING, AIMEE	Mileage 6/3-6/18/25	21.14

CHECK NUMBER	CHECK FD	CHECK DATE	CHE TYP	VENDOR	INVOICE DESCRIPTION	AMOUNT
351495	10	06/30/2025	R	SAVVAS LEARNING COMP	My World Digital & Workbooks	999.00
351495	10	06/30/2025	R	SAVVAS LEARNING COMP	My World Digital & Workbooks	39,827.16
351496	15	06/30/2025	R	SCHOOL SPECIALTY, LL	Behavior Interventionist LASSO needs	219.86
351496	15	06/30/2025	R	SCHOOL SPECIALTY, LL	Behavior Interventionist LASSO needs	26.90
351496	15	06/30/2025	R	SCHOOL SPECIALTY, LL	LASSO OT Supplies	129.96
351496	15	06/30/2025	R	SCHOOL SPECIALTY, LL	Sand table-Hooper	278.62
351496	15	06/30/2025	R	SCHOOL SPECIALTY, LL	Sand table-Hooper	278.62
351497	15	06/30/2025	R	SCULLY, ANN	Mileage 5/1-5/29/25	105.49
351498	15	06/30/2025	R	SPECIAL EDUCATION DI	Itinerant services April-June 2025	13,331.25
351498	15	06/30/2025	R	SPECIAL EDUCATION DI	June tuition	96,800.98
351498	15	06/30/2025	R	SPECIAL EDUCATION DI	STAR Training 4/29-30 J Becker, M Marshall attending	650.00
351499	15	06/30/2025	R	SPECIAL EDUCATION SE	June tuition	1,798.02
351499	15	06/30/2025	R	SPECIAL EDUCATION SE	June tuition	6,295.14
351500	15	06/30/2025	R	SPECTRUM CENTER	May tuition	9,527.14
351501	15	06/30/2025	R	SPEECH THERAPY BY AB	Speech/language services	2,145.00
351502	10	06/30/2025	R	TEACHING STRATEGIES,	Teaching Strategies PD	3,985.00
351503	20	06/30/2025	R	22VETS LLC	AiPhone Fix- Hooper	872.16
351504	15	06/30/2025	R	ABLENET, INC	AT needs for LASSO	1,440.00
351505	20	06/30/2025	R	ABM	Custodial services - May 2025	63,176.55
351505	20	06/30/2025	R	ABM	PJP spring concert setups	1,112.52
351506	15	06/30/2025	R	ALEXANDER LEIGH CENT	June tuition	12,180.60
351507	15	06/30/2025	R	ALLENDALE ASSOCIATIO	February tuiton and rate adjustment	225,505.00
351507	15	06/30/2025	R	ALLENDALE ASSOCIATIO	May tuition	157,147.30
351507	15	06/30/2025	R	ALLENDALE ASSOCIATIO	April tuition	239,497.22
351508	15	06/30/2025	R	AMERGIS HEALTHCARE S	I Balici - RN services 6/3-6/4/2025	1,112.05
351509	15	06/30/2025	R	APPLE INC	Assistive Tech	1,164.00
351513	15	07/02/2025	R	AMAZON CAPITAL SERVI	PO 7002025171- OT Supplies for Martin	74.50
351513	15	07/02/2025	R	AMAZON CAPITAL SERVI	PO 7002025171- OT Supplies for Martin	74.50
351513	10	07/02/2025	R	AMAZON CAPITAL SERVI	PO 10020253074- Reorder	356.05
351513	15	07/02/2025	R	APPLE INC	TouchChat HD- App	1,499.95
351513	15	07/02/2025	R	APPLE INC	LAMP Words for Life- App	599.98
351513	20	07/02/2025	R	STAMPS.COM	Postage	200.00
351513	20	07/02/2025	R	STAMPS.COM	PO 1002025075- Monthly Fee	20.99
351513	10	07/02/2025	R	TARGET	ECAT Supplies	250.21
351514	20	07/02/2025	R	AT & T	Internal IP- 6/7/25-7/6/25	395.73
351514	20	07/02/2025	R	AT & T	IP Flex Service- 6/7/25-7/6/25	827.76
351515	10	07/14/2025	R	22VETS LLC	Replacement Panel- Palombi	2,986.74
351515	10	07/14/2025	R	22VETS LLC	LocknCharge USB cables	254.88
351516	20	07/14/2025	R	ABM	Custodial services - June 2025	63,176.55
351517	10	07/14/2025	R	AED PROFESSIONALS	Pediatric Pads for all schools	966.95
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Third Grade Binders for 2025-26	297.15
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	birthday pencils	68.97
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Science Consumable supplies 5TH GRADE	193.99

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351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom Supplies	182.98
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Lynn Hughes First Grade Classroom Supplies	179.66
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Materials for Sondag System for SPED team	83.67
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Kelsey Franz Class Order 2025-2026	141.71
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Adkins - Classroom Order 25-26	73.39
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	5th Grade Hooper Classroom Order	75.53
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	BIP support items: Chrisitne Reilly	45.91
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	STEM activity supplies	295.81
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	1 set of books for Battle of the Books 2025-2026	153.49
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom Supplies	37.04
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Doughterty School Order 25-26	95.39
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	PE Supplies	58.87
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	MATTSON 25/26 class order	173.61
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	math supplies replenishment	97.71
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	2nd Grade Science Consumables Order 2025 - 2026	510.83
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Third Grade Science Consumables	263.51
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom supplies	162.93
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom Supplies	75.19
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom Supplies	68.42
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Book for Summer Book Study	38.95
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	25/26 order	127.51
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	EL Supplies	173.85
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Weiser 25/26 order	52.64
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	LOAR 2025-2026 School Supplies	100.00
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	BOYD 2025-2026	94.92
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Classroom Supplies	40.21
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Clipboards for summer school	50.54
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Hooper 1st Grade Science Consumables	180.96
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	K TEAM GRADE ORDER 25/26	118.19
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	K TEAM GRADE ORDER 25/26	237.34
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	office supplies	188.38
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Refund of shipping PO 5002026010	-6.99
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	2025-26 OT order	34.99
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	2025-26 OT order	128.54
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	Office Supplies	392.99
351525	10	07/14/2025	R	AMAZON CAPITAL SERVI	whiteboard for data for LIM	66.50
351526	20	07/14/2025	R	APEX LANDSCAPING INC	BJH - July landscaping	1,856.57
351526	20	07/14/2025	R	APEX LANDSCAPING INC	OCM - July landscaping	3,090.02
351526	20	07/14/2025	R	APEX LANDSCAPING INC	WLT - July landscaping	2,792.62
351526	20	07/14/2025	R	APEX LANDSCAPING INC	PJP - July landscaping	2,759.42
351527	10	07/14/2025	R	ARTHUR GALLAGHER RIS	Special issue bonds, referendum bonds for building improvements	610.00
351527	10	07/14/2025	R	ARTHUR GALLAGHER RIS	Treasurer's Bond	4,275.00

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					7/1/25-6/30/26	
351528	20	07/14/2025	R	CALUMET CLEANING SER	WLT kitchen exhaust cleaning	440.00
351528	20	07/14/2025	R	CALUMET CLEANING SER	OCM kitchen exhaust cleaning	440.00
351528	20	07/14/2025	R	CALUMET CLEANING SER	PJP kitchen exhaust cleaning	440.00
351528	20	07/14/2025	R	CALUMET CLEANING SER	BJH kitchen exhaust cleaning	440.00
351529	15	07/14/2025	R	CENTER FOR PSYCHOLOG	8 bi-lingual pre-ordered psychological testings 2025-26	14,999.00
351530	40	07/14/2025	R	CHAIN O LAKES TRANSP	SpEd summer school transportation 6/16-6/27/25	875.00
351531	80	07/14/2025	R	CLIC	Worker's Compensation insurance 7/1/25-6/30/26	111,109.00
351531	80	07/14/2025	R	CLIC	Property/Casualty/Student Accident insurance 7/1/25-6/30/25	152,100.00
351532	15	07/14/2025	R	CONNECTIONS ACADEMY	June tuition	4,352.28
351532	15	07/14/2025	R	CONNECTIONS ACADEMY	June tuition	4,352.28
351533	15	07/14/2025	R	CONNECTION'S DAY SCH	June tuition	4,124.04
351533	15	07/14/2025	R	CONNECTION'S DAY SCH	June tuition	4,124.04
351533	15	07/14/2025	R	CONNECTION'S DAY SCH	June tuition	4,124.04
351533	15	07/14/2025	R	CONNECTION'S DAY SCH	June tuition	4,124.04
351533	15	07/14/2025	R	CONNECTION'S DAY SCH	June tuition	4,124.04
351534	20	07/14/2025	R	CONSTELLATION NEW EN	BJH electric service 5/16-6/17/25	5,316.06
351535	20	07/14/2025	R	CONSTELLATION NEW EN	BJH - May gas service	793.41
351535	20	07/14/2025	R	CONSTELLATION NEW EN	PJP, Plev, OCM WLT - May gas service	319.11
351535	20	07/14/2025	R	CONSTELLATION NEW EN	PJP, Plev, OCM WLT - May gas service	982.14
351535	20	07/14/2025	R	CONSTELLATION NEW EN	PJP, Plev, OCM WLT - May gas service	651.04
351535	20	07/14/2025	R	CONSTELLATION NEW EN	PJP, Plev, OCM WLT - May gas service	856.62
351536	10	07/14/2025	R	CRISISGO INC	CrisisGo: Year 3 of 3- 7/1/25-6/30/26	7,695.00
351537	10	07/14/2025	R	CYBER ADVISORS	July monthly service	1,350.00
351538	15	07/14/2025	R	E3 DIAGNOSTICS	Amplivox Model 116B A/C Audiometer	1,313.00
351538	10	07/14/2025	R	E3 DIAGNOSTICS	Hearing Machine	1,732.27
351539	10	07/14/2025	R	ECRA GROUP INC	School Improvement Solution 2025-26	24,581.00
351539	10	07/14/2025	R	ECRA GROUP INC	Strategic Dashboard Services 2025-26	11,025.00
351540	15	07/14/2025	R	EMBRACE EDUCATION	IL Embrace IEP subscription; IL Embrace504 PPlan; IL Secure File Import 7/1/2025-6/30/2026	10,426.62
351541	30	07/14/2025	R	FIRST EAGLE BANK	Annual lease payment 2024 chrombooks lease 2024172122	30,264.69
351541	30	07/14/2025	R	FIRST EAGLE BANK	Annual lease payment 2022 chrombooks lease 2021416308	27,016.89
351542	30	07/14/2025	S	FIRST EAGLE BANK	Annual lease payment 2025 chrombook lease	58,650.10
351544	10	07/14/2025	R	FRANKLIN COVEY CLIEN	7/23/25-7/25/25 -Leader in Me Symposium- S Keim attending	644.00
351544	10	07/14/2025	R	FRANKLIN COVEY CLIEN	July 23-25, 2025 Leader in Me Summer Edition Chicago	768.00

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351544	10	07/14/2025	R	FRANKLIN COVEY CLIEN	Symposium - S Klene attending July 23-25, 2025 Leader in Me Summer Edition Chicago	768.00
351544	10	07/14/2025	R	FRANKLIN COVEY CLIEN	Symposium-T McChristian attending	768.00
351545	10	07/14/2025	R	FRONTLINE TECHNOLOGI	Frontline Central and Absence/Sub Management 7/1/25-6/30/26	20,554.56
351545	10	07/14/2025	R	FRONTLINE TECHNOLOGI	Forecast 5 Comparative Analytics/Financial Planning Analytics 7/1/25-6/30/26	16,910.65
351546	10	07/14/2025	R	GONZALEZ, AMANDA	Lunch refund	6.20
351547	20	07/14/2025	R	HOME DEPOT	supplies	1,043.36
351548	10	07/14/2025	R	HOUGHTON MIFFLIN HAR	MAP Growth K-12	35,000.00
351549	10	07/14/2025	R	HOWARD, STEPHANIE	Lunch refund	15.00
351550	10	07/14/2025	R	IASPA	IASPA Membership Renewal- SAllen	250.00
351551	10	07/14/2025	R	IDENTITY AUTOMATION	Yearly Subscriptions 25-26	22,736.00
351552	10	07/14/2025	R	ILLINOIS ASSOCIATION	IASA Active Membership Dues 2025-26	1,680.00
351554	10	07/14/2025	R	ILLINOIS ASSOCIATION	IASB Active Membership Dues	8,117.00
351554	10	07/14/2025	R	ILLINOIS ASSOCIATION	Joint Annual Conference 2025- J Osmond	398.00
351554	10	07/14/2025	R	ILLINOIS ASSOCIATION	Joint Annual Conference 2025- BOE	5,037.00
351554	10	07/14/2025	R	ILLINOIS ASSOCIATION	BoardBook Subscription; Basic PRESS; School Board Policies Online	8,505.00
351554	10	07/14/2025	R	ILLINOIS ASSOCIATION	Joint Annual Conference 2025-Admin	5,180.00
351555	10	07/14/2025	R	IMAGINE LEARNING LLC	Imagine Math License 5 year extension	88,250.00
351556	10	07/14/2025	R	INCIDENT IQ LLC	Assets, Facilities, Platform with Ticketing: 7/1/25-6/30/26	9,070.41
351556	20	07/14/2025	R	INCIDENT IQ LLC	Assets, Facilities, Platform with Ticketing: 7/1/25-6/30/26	5,372.31
351557	10	07/14/2025	R	INTEGRATED SYSTEMS C	ISCorp Hosting for Skyward	5,489.64
351558	10	07/14/2025	R	ITSAVVY LLC	Chromebook repairs	100.00
351559	10	07/14/2025	R	JAMF SOFTWARE, LLC	Jamf School 7/2/25-7/1/26	495.00
351560	10	07/14/2025	R	JOHN WILEY & SONS, I	Simplify Your Writing Instruction: A Framework for A Student-Centered Writing Block Simplify Writing Curriculum	2,652.15
351561	10	07/14/2025	R	LAKE GENEVA FRESH AI	Palombi Middle School 9/26/2025 1/3 deposit	775.50
351561	10	07/14/2025	R	LAKE GENEVA FRESH AI	Palombi Middle School 10/3/2025 1/3 deposit	775.50
351562	10	07/14/2025	R	LAKESHORE LEARNING M	Special Ed Games for 25/26	148.99
351563	10	07/14/2025	R	MARCIA BRENNER ASSOC	Report, Alert, Behavior	2,751.00

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					Plugins 7/1/25-6/30/26	
351564	10	07/14/2025	R	MATH LEARNING CENTER	Number Corner Student Workbooks District	4,730.40
351565	10	07/14/2025	R	MCGRAW HILL LLC	ALEKS Subscription - Year 2 of 3	15,775.34
351566	10	07/14/2025	R	MERIDIAN IT, INC	Xima 1-year 5/4/25-6/30/26	971.56
351566	10	07/14/2025	R	MERIDIAN IT, INC	Avaya- 1-Year 7/1/25-6/30/26	3,978.69
351567	10	07/14/2025	R	NASCO	science consumables	140.92
351568	10	07/14/2025	R	NAVIGATE360 LLC	ALICE Instructor Certification - B Sears, T Strieter	1,498.00
351568	10	07/14/2025	R	NAVIGATE360 LLC	ALICE Instructor Certification - S Klene	749.00
351568	10	07/14/2025	R	NAVIGATE360 LLC	ALICE Instructor Certification - V Wight	749.00
351568	10	07/14/2025	R	NAVIGATE360 LLC	ALICE Instructor Certification - K Lewis	749.00
351569	20	07/14/2025	R	NORTH-WEST DRAPERY S	Flame Retardant Treatment- Palombi Stage	14,800.00
351570	10	07/14/2025	R	NOTABLE, INC	Kami 2-Year Renewal 7/1/25-6/30/27	12,960.00
351571	10	07/14/2025	R	ODP BUSINESS SOLUTIO	A/P Folders	50.04
351571	10	07/14/2025	R	ODP BUSINESS SOLUTIO	office supplies	57.10
351571	10	07/14/2025	R	ODP BUSINESS SOLUTIO	Office supplies	152.35
351571	10	07/14/2025	R	ODP BUSINESS SOLUTIO	Office supplies	53.95
351572	10	07/14/2025	R	PERSPECTIVES, LTD	Employee Assistance Program - July 2025	583.05
351573	10	07/14/2025	R	POWERSCHOOL GROUP LL	SIS Hosting and SSL Certificate	13,138.80
351573	10	07/14/2025	R	POWERSCHOOL GROUP LL	Enrollment Registration plus Spanish	14,896.12
351573	10	07/14/2025	R	POWERSCHOOL GROUP LL	PD+, SIS Maintenance/Support, SIS EMS Test Instance	25,333.82
351574	10	07/14/2025	R	READING LEAGUE INC,	7/2/25- Foundations of the Science of Reading Online Academy	200.00
351574	10	07/14/2025	R	READING LEAGUE INC,	7/16/25-Engaging with Vocabulary Online Academy	200.00
351575	10	07/14/2025	R	REALLY GOOD STUFF, L	Classroom Supplies	38.68
351575	10	07/14/2025	R	REALLY GOOD STUFF, L	Classroom Supplies	11.18
351576	10	07/14/2025	R	REALLY GREAT READING	Phonics & Spelling Book for 3rd Grade Team at Hooper	308.00
351576	10	07/14/2025	R	REALLY GREAT READING	Phonics Books for OCM Staff	492.80
351577	15	07/14/2025	R	SAFE HAVEN SCHOOL	June tuition	3,630.30
351578	10	07/14/2025	R	SCHOOL DATEBOOKS, IN	Engage 8.5x11	241.45
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Hooper 5th Grade: Grade Level Order	286.04
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom supply order Michelle Wisniewski 2025-2026	177.52
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom supplies for 2025/26 school year. (Muscia RM 406)	173.29
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Adkins - Classroom Order 25-26	87.19
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	2025-2026 School Order	179.24
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom supplies	57.41

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351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Office Supplies	223.66
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	\$175 supply order for Thompson OT	172.72
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Doughterty School order 25-26	77.50
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	PE Equipment	1,483.67
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Art supplies	86.39
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom Supplies	123.15
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	First grade math order	495.06
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom Rug	658.68
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Classroom rug	534.88
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Roggy 25/26 order	48.75
351582	10	07/14/2025	R	SCHOOL SPECIALTY, LL	Weiser 25/26 supply order	132.07
351583	15	07/14/2025	R	SHIMENETTO, ROBERT	Early Entrance Refund	150.00
351584	10	07/14/2025	R	SIMPLIFY LEARNING	Simplify Writing Curriculum	90,402.00
351585	10	07/14/2025	R	SKYWARD	Annual Licenses 7/1/25-6/30/26	29,244.00
351586	10	07/14/2025	R	SKYWARD USER'S GROUP	2025-26 User Group District Annual Dues	350.00
351587	10	07/14/2025	R	SPECIAL EDUCATION DI	June tuition	4,591.68
351588	15	07/14/2025	R	SPECIAL EDUCATION SE	June tuition	1,997.80
351588	15	07/14/2025	R	SPECIAL EDUCATION SE	June Intensive tuition	6,994.60
351589	10	07/14/2025	R	TEACHER DIRECT	Classroom Supplies	34.66
351590	10	07/14/2025	R	USI INC A DIVISION O	Laminating	897.05
351591	10	07/14/2025	R	ZANER BLOSER, INC	Zaner-Bloser 3rd Grade Handwriting Martin School	1,311.20
351591	10	07/14/2025	R	ZANER BLOSER, INC	3rd Grade Handwriting BJ Hooper	1,360.37
351591	10	07/14/2025	R	ZANER BLOSER, INC	3rd Grade Handwriting Zaner Bloser Thompson School	1,229.25
351592	10	07/14/2025	R	ZEQUEIDA, BRISEIS	Moira Braun Scholarshipl	1,000.00
202400328	20	06/30/2025	W	GRANITE TELECOMMUNIC	EPIK services 6/1-6/30/2025	804.46
202400329	20	06/30/2025	W	HD SUPPLY INC	supplies	337.13
202400330	15	06/30/2025	W	STERICYCLE, INC	shredding	311.82
202500001	20	07/02/2025	W	VERIZON WIRELESS	Hotspots 5/20/25-6/19/25	150.20
202500002	20	07/14/2025	W	FEDERAL EXPRESS CORP	Shipping-HR documents	63.76
202500002	20	07/14/2025	W	FEDERAL EXPRESS CORP	Shipping-HR documents	69.60
202500002	20	07/14/2025	W	FEDERAL EXPRESS CORP	Shipping - graduation cap/gown returns	33.26
202500003	10	07/14/2025	W	GARVEY'S OFFICE PROD	Martin 25-26 Partial Copy Paper Order	2,264.00
202500004	20	07/14/2025	W	GRAINGER	safety vests	42.80
202500005	10	07/14/2025	W	JW PEPPER & SON, INC	Music	55.00
202500006	20	07/14/2025	W	MULCH CENTER, THE	Screened topsoil	134.40
202500007	10	07/14/2025	W	RAPTOR TECHNOLOGIES,	2025-2026 Renewal	3,715.00
202500008	10	07/14/2025	W	SECURLY INC	Renewal of Filter- 1 Year- 7/1/25-6/30/26	11,621.02
202500009	20	07/14/2025	W	TERMINIX-ANDERSON	BJH pest control - 6/16/2025	46.87
202500009	20	07/14/2025	W	TERMINIX-ANDERSON	WLT pest control - 6/9/2025	56.72
202500010	10	07/14/2025	W	WILLIAM V. MACGILL &	Nurse's order for 25-26	534.69
202500010	10	07/14/2025	W	WILLIAM V. MACGILL &	Health office supplies 25/26	261.20
252600001	20	07/14/2025	A	ANO, MATTHEW	Mileage 6/5-6/30/2025	72.31
252600002	40	07/14/2025	A	DURHAM SCHOOL SERVIC	Summer School transportation	55,932.60
252600002	40	07/14/2025	A	DURHAM SCHOOL SERVIC	Summer School transportation	27,616.68
252600003	10	07/14/2025	A	GERCHIKOV, ASHLEY	Course reimbursement	1,007.10
252600004	10	07/14/2025	A	GRIMM, MICHELLE	Course Reimbursement	2,875.00
252600005	10	07/14/2025	A	KLENE, SCOTT	Volunteer celebration	306.38

<u>CHECK</u>	<u>CHECK</u>	<u>CHE</u>			<u>INVOICE</u>	
<u>NUMBER</u>	<u>FD</u>	<u>DATE</u>	<u>TYP</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
252600005	10	07/14/2025	A	KLENE, SCOTT	Administrative Assistant luncheon	139.08
252600005	10	07/14/2025	A	KLENE, SCOTT	office supplies	19.98
252600006	10	07/14/2025	A	KOBESKI, HAILEY	Course Reimbursement	401.45
252600007	20	07/14/2025	A	MCCAFFREY, BAILEY	Mileage 6/2-6/24/25	105.00
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	34.83
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	208.92
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	27.98
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	22.99
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	197.89
252600008	20	07/14/2025	A	MENARDS - ANTIOCH	supplies	10.36
252600009	10	07/14/2025	A	SCHIRMER, TOBIAS	PEL renewal	51.13
Totals for checks						2,153,074.52

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION	0.00	21.20	634,375.23	634,396.43
15	SPECIAL EDUCATION	0.00	150.00	855,231.87	855,381.87
20	OPERATIONS AND MAINTENANCE	0.00	0.00	177,187.51	177,187.51
30	DEBT SERVICE	0.00	0.00	120,658.68	120,658.68
40	TRANSPORTATION	0.00	0.00	102,241.03	102,241.03
80	TORT & IMMUNITY FUND	0.00	0.00	263,209.00	263,209.00
***	Fund Summary Totals ***	0.00	171.20	2,152,903.32	2,153,074.52

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

LAKE VILLA SCHOOL DISTRICT #41

A/P AND PAYROLL

JUNE 17, 2025 – JULY 14, 2025

General A/P 6/17 – 7/14	\$ 2,153,074.52
Revolving A/P 6/17 – 7/14	\$ 0.00

Payroll:

June 13	\$ 962,533.99
June 27	\$ 875,070.20

The Treasurer is hereby authorized to pay the bills contained in the Accounts Payable Bill Listing as approved during the Lake Villa CCSD #41 Board of Education meeting held on the date listed below.

President

Secretary

Date

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Kaitlin Koenig, Dean of Students

RE: Parent Teacher Advisory Council

The Parent Teacher Advisory Council met on May 20th, 2025 at 4:00 PM.

Highlights of the PTAC meeting include summaries of the following:

- Changes to the current student handbook
- Review of the following policies:
 - 7:160 Student Appearance
 - 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

There were no recommendations for changes to the Board policies.

Date: July 9, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Vic Wight, Assistant Superintendent of Teaching and Learning

RE: Approval of Behavioral Support Services

As part of our district's ongoing efforts to support students with intensive behavioral needs and to build the capacity of our instructional staff, we are recommending the approval of targeted behavioral consultation services through Love Your Classroom LLC.

The proposed services include:

- **Comprehensive Functional Behavioral Assessments (FBAs)** with associated **Behavior Intervention Plan (BIP) coaching** to support individual students demonstrating significant behavioral challenges.
- **Classroom Coaching** for three teachers, delivered by a Board Certified Behavior Analyst (BCBA), focusing on real-time modeling and feedback to implement effective strategies that improve classroom culture and instructional control.

These services will provide critical support aligned with our Multi-Tiered System of Supports (MTSS) framework and our district's commitment to inclusive practices and proactive behavioral intervention.

The total cost for services includes one package of FBA+BIP Coaching (\$4,500) and one package of Classroom Coaching for three teachers over eight weeks (\$10,800).

Recommendation:

It is recommended that the Board of Education approve the authorization of behavioral consultation services through Love Your Classroom for a total amount of \$15,300 to be funded through the Stronger Connections Grant.

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Vic Wight, Assistant Superintendent of Teaching and Learning

RE: Approval of Professional Learning with Illustrative Mathematics

As part of our district's continued implementation of high-quality instructional materials and aligned professional development, we are recommending additional professional learning sessions with Illustrative Mathematics for Martin Elementary. These sessions are designed to deepen content knowledge, enhance instructional practice, and promote student-centered mathematics instruction. It also meets the School Improvement Grant status for Olive Martin Elementary.

One of the key sessions, "Understanding Student Thinking to Synthesize Learning," focuses on helping teachers make purposeful instructional decisions based on student responses. The session emphasizes the use of the "5 Practices for Orchestrating Productive Mathematical Discussions" framework—Anticipating, Monitoring, Selecting, Sequencing, and Connecting—to surface and build on students' mathematical thinking. Teachers will gain strategies to guide students in synthesizing learning through effective questioning, structured discussions, and targeted follow-ups.

Additional training opportunities may include:

- Supporting Fluency with K-5 Centers and/or:
- Embedded Virtual Coaching Session with Illustrative Mathematics-certified facilitators to support implementation through co-planning, modeling, and collaborative reflection;

These sessions will be scheduled strategically throughout the year and will support both new and experienced staff in maximizing the impact of the Illustrative Mathematics curriculum.

Recommendation:

It is recommended that the Board of Education approve professional development with Illustrative Mathematics for a total of \$22,500 through the School Improvement Grant.

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Vic Wight, Assistant Superintendent of Teaching and Learning

RE: Approval of ECRA Professional Services and Contract Amendment

As part of our district's ongoing efforts to strengthen data-informed school improvement practices, build staff capacity in data analysis, and support school-level improvement efforts at Olive Martin Elementary, we are recommending the approval of two professional service agreements with ECRA Group, Inc.

The proposed agreements include:

IL-EMPOWER Professional Development Services for Olive Martin Elementary:

- ECRA will provide four professional development sessions focused on building leadership and staff capacity in the use of data, assessment projection models, student goal setting, and evaluation of programs/interventions.
- Sessions will include both on-site and virtual services aligned with Illinois' IL-EMPOWER school improvement framework.
- The cost includes up to two on-site sessions, up to two virtual sessions, and analysis of data for the 2025-2026 school year.

Amendment to Existing District Contract for My Students Application:

- This amendment expands our current ECRA contract to include access to the *My Students* application, providing teachers and administrators with secure, classroom-level access to student growth and assessment data to support instructional planning.

Recommendation:

It is recommended that the Board of Education approve the professional service agreements and My Students Application with ECRA Group, Inc. for a total amount not to exceed \$25,709 for the 2025-2026 school year utilizing Olive Martin's School Improvement Grant.

District 41 Board Welcomes Two New Members

Randy Harnicker and Zackery Rhodes

We also say thanks to Mark Aleckson and Ed Liberman

Since our first meeting in May, the District 41 School Board has welcomed in two new board members: Randy Harnicker and Zackery Rhodes. Randy was elected to the board in the April election and filled the vacancy created when longtime board member, Mark Aleckson decided to step down. Zackery Rhodes was appointed to fill a vacancy that was created when our fellow board member, Ed Liberman, informed us that he would be moving out of District 41.

Mr. Harnicker was elected to the Board of Education in 2025. He and his wife Melissa have lived in Lindenhurst since 2018, where they are raising their two children, Charlotte and Bryant, who both attend BJ Hooper Elementary School. Randy works in Outside Sales for Leviton Manufacturing, supporting electrical distribution and contractors throughout the region. Mr. Harnicker is actively involved in the community and is passionate about serving others through volunteerism and civic engagement. He is committed to ensuring a safe, high-quality education for all students and brings a strong focus on family, responsibility, and community service to the board.

Mr. Rhodes has been a member of the community since 2015. Originally from Crystal Lake, Illinois, he joined the U.S. Army after high school, serving as an Infantryman for over six years, including three deployments to Iraq and Afghanistan. After completing his military service, he began nursing school at Harper College, where he earned his Associate's degree. He then commenced his nursing career in the Operating Room and, while working, went on to complete his Bachelor's degree at Northern Illinois University. Mr. Rhodes and his wife are proud parents of a soon-to-be Thompson Tiger first grader. He is now eager to give back by serving his community and the children of District 41 to the best of his ability.

Mark Aleckson and Ed Liberman were experienced board members with Mark serving on the board for 9 years and Ed serving for 8 years. Mark drew upon his experience as a firefighter in addition to his background studying finance in college to provide valuable input to board decisions in many areas. Ed was actively involved in a number of committees for the board, including the facilities committee when addressing the referendum, as well as the negotiations committee. He was also very active with supporting the Lake Villa PTO. We thank both Mark and Ed for their years of dedicated service to our board. We wish them both the best as they make the transition to the next chapter in the respective journeys.

If anyone is interested in possibly becoming a member of the District 41 School Board, please take the time to review our district policy to better appreciate the important work which school board members undertake as volunteer elected officials. You may also feel free to contact Board President, Michael Conway, or Board Vice President, Kurt Hansen, with any questions you may have. There is a great deal of work that each board member must put in to effectively represent the interests of the district. As School Board members for Lake Villa District 41, we actively demonstrate what it means to Learn, Lead and Serve!

Michael Conway
Debbie Walsh
Joe Malacina
Zackery Rhodes

Kurt Hansen
Joanne Osmond
Randy Harnicker

July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Ann Scully, Director of Student Services

RE: Intergovernmental Agreement with Fox Lake 114 for Access to Special
Education Program

Background:

In accordance with the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the Illinois School Code, school districts are authorized to enter into intergovernmental agreements to provide more efficient and effective services.

The purpose of this memorandum is to seek Board of Education approval for entering into an intergovernmental agreement (IGA) with Fox Lake School District 114 for the purpose of providing specialized special education programming to a student newly residing in Lake Villa 41 boundaries.

Discussion:

The Fox Lake #114 School District Superintendent notified the District 41 Special Education Director of a student moving within our district boundaries whose Individualized Education Program (IEP) requires a self-contained *Instructional Life Skills Program* special education classroom within a general education environment. Lake Villa 41 does not operate our own Life Skills program and is reliant on our special education cooperative as well as private therapeutic schools to provide services for students requiring a Life Skills program. Fox Lake District #114 extended the offer for District 41 to consider utilizing their program instead of having the student experience another school transition after the family moved. District 41 administration collaborated with D114 administration to review the IEP plan, determine residency, complete registration, and draft the terms of the Intergovernmental Agreement (IGA) for consideration to place the new D41 student in the Fox Lake #114 *Instructional Life Skills Program*.

The student would attend the Fox Lake School District #114 *Instructional Life Skills Program* for the 2025 Extended School Year program (20 days) as well as for the entire 2025-2026 School Year (176 days) with a total cost of \$43,334.64.

Rationale:

This intergovernmental agreement promotes the efficient use of public resources by avoiding the need for District 41 to establish and staff a separate program for a single student or utilize a public or private therapeutic program. This agreement also ensures the student receives a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE), as required by law while maintaining continuity of services and staff for the student during the family's move.

Recommendation:

It is recommended that the Board of Education approve the intergovernmental agreement with Fox Lake School District #114 for the shared provision of special education services.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
LAKE VILLA COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 41
AND
FOX LAKE SCHOOL DISTRICT 114
FOR ACCESS TO SPECIAL EDUCATION PROGRAMS**

THIS AGREEMENT is entered into as of the date that the last party signs below, by and between the Board of Education of Lake Villa Community Consolidated School District No. 41 ("**Lake Villa**") and the Board of Education of Fox Lake School District No. 114 ("**Fox Lake**") (individually, each a "Party," and collectively, "the Parties").

RECITALS

WHEREAS, this Agreement is authorized by and entered into in compliance with, Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Fox Lake operates an extended school year program and Individualized Learning Program 2025-26 school year Life Skills classroom ("**ESY Program and Individualized Learning Program Life Skills**") to provide services to special education students over the summer and school year 2025-26; and

WHEREAS, Lake Villa wishes to have access to send a student to the ESY Program and Individualized Learning Program Life Skills, and Fox Lake wishes to allow such access by Lake Villa, on the terms as set forth in this Agreement; and

WHEREAS, the Parties believe it is in their best and mutual interests and agree to allow access by Fox Lake to the ESY Program and Individualized Learning Program Life Skills classroom, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement is from July 7th, 2025, through June 28th, 2026.
2. **Program.** Lake Villa is entitled to place one student in Fox Lake's ESY Program and Individualized Learning Program Life Skills classroom, as dictated by the Lake Villa's student's IEPs (based on program recommendations). This access to services includes access for Extended School Year ("ESY") services and full year 2025-26 Life Skills Classroom. Lake Villa acknowledges and understands that any continued or future placement in said programs is also contingent on available space in the ESY Program

and Individualized Learning Program Skills Classroom and on continued approval by Fox Lake of such student's enrollment.

- 3. Tuition.** For each Lake Villa student actually enrolled in and attending the ESY Program and Individualized Learning Program Life Skills Classroom for 2025-26, Fox Lake will charge Lake Villa tuition, based on the 2025-2026 teacher contract for ¼ teacher and paraprofessional student to teacher and paraprofessional ratio. Based on 20 days of ESY and 176 student attendance days of school in the 2025-2026 school year the total per day is \$92.51 for the days of ESY and \$235.69 for days in the 2025-2026 school year, regardless of student attendance. Billing invoices will be given quarterly: September 30th, 2025, December 31st, 2025, March 31st, 2026, and June 30th, 2026. All payments under this Agreement will be made in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1, *et seq.*

ESY ¼ teacher salary and benefits at 5 weeks, 3.5 hours a day: \$1,500.00

ESY ¼ paraprofessional salary and benefits at 5 weeks, 3 hours a day: \$350.25

25/26 School Year ILP Life Skills ¼ teacher salary and benefits: \$31,535.50

25/26 School Year ILP Life Skills ¼ paraprofessional salary and benefits: \$9,946.75

- 4. Individualized Devices and Equipment.** The Parties agree that, for any Lake Villa students in the ESY Program and Individualized Learning Program Life Skills classroom, Fox Lake will provide any individual assistive technology devices or equipment specifically identified in a student's IEP. The property or equipment will be purchased by and will remain the property of Fox Lake.
- 5. Individualized Services.** If a Lake Villa student's IEP requires assignment of an individual aide, Fox Lake will hire, train, and supervise the individual aide and charge Lake Villa for the services of the individual aide based on the staff member's salary and benefits. If a student requires a specialized service or evaluation, Fox Lake shall provide the required services and invoice Lake Villa for the direct cost of the service (e.g., O&M or bilingual evaluation).
- 6. Transportation.** Transportation for student to and from the ESY Program and Individualized Learning Program 25-26 school year Life Skills classroom will be secured and funded by Lake Villa if needed.
- 7. Evaluations.** Fox Lake staff is responsible for conducting screenings, local-based assessments, special education evaluations and reevaluations required by IDEA for all students, including Lake Villa students, placed in the ESY Program and Individualized Learning Program Life Skills classroom. If the IEP team determines that any portion of an evaluation should be performed by someone other than Fox Lake staff, Fox Lake will coordinate this evaluation, and Lake Villa will be responsible for any added costs for this evaluation as appropriate.

8. **IEP Meetings.** The IEP meetings for any Lake Villa student placed in one of the ESY Program and Individualized Learning Program Life Skills classroom ("**Placed Students**") will be attended by the appropriate Fox Lake staff members and a representative of Lake Villa, who will serve as the local educational agency representative.
9. **Student Policies.** Placed Students are subject to all policies and procedures related to student rights and responsibilities applicable to students in the attendance center where the respective Program is held. Fox Lake is authorized to impose student discipline on Placed Students, up to and including suspension for up to 10 school days. Any suspension review hearing will be heard by Fox Lake's Board of Education or its appointed hearing officer. However, a Lake Villa student can be expelled from school only by Lake Villa. Fox Lake may recommend that Lake Villa expel the student for a period of up to two calendar years, but the formal recommendation for expulsion will be brought by Lake Villa's administration and will be heard by Lake Villa's Board of Education or its appointed hearing officer.
10. **Termination of Placement.** Either party may terminate an individual student's placement in the ESY Program and Individualized Learning Program Life Skills classroom upon seven (7) days' prior written notice to the other Party. Written notification for termination is not required if an IEP meeting is conducted and the IEP team determines that placement in the identified program is no longer required or the student is no longer eligible for services. Tuition or fee accrual for services for the student will terminate thirty (30) days after the student's last day of attendance in such program.
11. **Student Records.** Lake Villa represents and warrants to Fox Lake that it has obtained all consents necessary under applicable law, specifically including, but not limited to, the *Illinois School Student Records Act* ("ISSRA"), the *Family and Educational Rights Privacy Act* ("FERPA"), and the *Mental Health and Developmental Disabilities Confidentiality Act* so that Fox Lake and Lake Villa may share the Placed Students' mental health and student record information. Fox Lake will serve as a "school official" of Lake Villa for purposes of compliance with ISSRA and FERPA. The Parties will prepare records and reports in accordance with the *Individuals with Disabilities Education Act* and Article 14 of the *Illinois School Code* and furnish such documents to each other for each Lake Villa student attending the ESY Program and Individualized Learning Program Life Skills classroom. The Parties recognize and acknowledge that Lake Villa will be the records custodian under the *Illinois School Student Records Act* for all records prepared or maintained related to one of its students.
12. **Responsibility Remains with the District of Residence.** The terms of this Agreement notwithstanding, the responsibility for providing Placed Students with a free appropriate public education in the least restrictive environment rests solely with Lake Villa. Lake Villa is solely responsible for defending against and paying any and all due process or other litigation costs associated with its students' placement in the ESY Program Individualized Learning Program Life Skills classroom.

13. **Insurance.** Each Party will, at its own expense, procure and keep in force for the term of this Agreement commercial general liability insurance at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, umbrella or excess liability insurance at limits of not less than \$3,000,000.00 per occurrence and in the aggregate, workers compensation insurance in the amounts required by applicable law, employer's liability insurance with policy limits of not less than \$1,000,000.00 each accident for bodily injury by accident and \$1,000,000.00 each employee for bodily injury by disease, and commercial automobile insurance, in at least the minimum amounts required by law, or if there are no required legal minimums, then at a commercially reasonable amount covering the vehicles utilized to transport students hereunder.

Each Party shall include the other Party, and the other Party's board, board members, employees, and agents as additional insureds, on a primary and non-contributory basis, on all insurance required hereunder, with the sole exception being the workers compensation insurance. This may be accomplished by a specific endorsement or a general blanket endorsement. Each Party, within five (5) business days of the request of the other Party, shall provide the other Party with a certificate of insurance evidencing the insurance requirements of this Paragraph 13.

14. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by Fox Lake and Lake Villa.

15. **Contractual Capacity.** Each Party agrees that it has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do

16. **Effect of Agreement.** This Agreement inures to the benefit of and binds each of the Parties, as well as each of their respective successors and assigns.

17. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the Parties' access to each other's special education programs. No other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

18. **Governing Law.** This Agreement is to be construed according to the laws of the State of Illinois.

19. **No Third Party Beneficiaries.** This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.

20. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have approved and signed this Agreement on the date(s) indicated below.

**BOARD OF EDUCATION
FOX LAKE SCHOOL DISTRICT NO. 114
LAKE COUNTY, ILLINOIS**

**BOARD OF EDUCATION
LAKE VILLA CCSD 41
LAKE VILLA, ILLINOIS**

Board President

Board President

Date

Date

Board Secretary

Board Secretary

Date

Date

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Ann Scully, Director of Student Services

RE: Intergovernmental Agreement for Shared Services for a Homeless Family Liaison

Background:

The purpose of this memo is to recommend the approval of a shared service agreement between Antioch 34 and other local school districts to employ a McKinney-Vento Homeless Family Liaison to continue supporting families struggling with homelessness.

Discussion:

The McKinney-Vento Act ensures that children and youth experiencing homelessness have equal access to the same free, appropriate public education as their peers. Under the Act, each school district is required to designate a McKinney Vento Liaison to identify and support homeless students and coordinate services with other community agencies. In addition to this support, locally our Lake County Regional Office wrote for a grant for the last two years that provided a Family Liaison for the following districts: Antioch 117, Antioch 34, Millburn 24, Emmons 33, Grass Lake 36, and Lake Villa 41. The Family Liaison was a direct contact and support for families to assist with securing housing support, food/supplies, and navigating other issues related to homelessness.

The ROE notified all districts this spring that the grant had expired and asked the districts to consider the continuation of the Family Liaison support for families; all superintendents agreed to the benefit of the continuation of this support for families in each district.

The Family Homeless Liaison would be employed by Antioch #34 and would work across districts to serve families and students directly, while coordinating with local shelters, service agencies and providers, and each of the school districts' MiKinney Vento Liaisons.

Recommendation:

Recommendation that the Board of Education approve the proposed Intergovernmental Agreement for a shared service agreement with the one-year cost of \$1,500 for the McKinney-Vento Homeless Family Liaison.

INTERGOVERNMENTAL AGREEMENT
By and Between the Boards of Education of
Antioch CCSD #34
Community High School District #117
Lake Villa CCSD #41
Grass Lake SD #36
Millburn CCSD #24
Emmons SD #33

THIS AGREEMENT is made an entered into this ____ day of July 2025 by and between the Boards of Education of Antioch CCSD #34 (“Antioch 34”), Community High School District #117 (“CHSD 117”), Lake Villa CCSD #41 (“Lake Villa 41”), Grass Lake School District #36 (“Grass Lake 36”), Millburn CCSD #24 (“Millburn 24”) and Emmons School District #33 (“Emmons 33”), collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine, or transfer any power or functioning not prohibited by law; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that public agencies, including school districts, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

WHEREAS, the Parties wish to realize the educational and cost benefits of a shared professional to serve as the McKinney-Vento Homeless Liaison (“Homeless Liaison”); and

WHEREAS, the Parties believe that the utilization of the shared position of Homeless Liaison is in the best interests of their constituents of their respective school districts; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. **Term:** The Parties agree to share the position of Homeless Liaison, beginning August 1, 2025, and continuing through the remainder of the 2025-2026 fiscal year.
3. **Selection of Candidate for the Position:** The Homeless Liaison will be selected by the superintendents of the Parties following an application review, interview, and candidate evaluation process conducted mutually. The Parties’ superintendents shall mutually select and recommend a candidate to the Antioch 34 Board of Education, who, as the employer of the Homeless Liaison, will make the final hiring decision.
4. **Employer.** The position of Homeless Liaison will be employed by Antioch 34 and shall remain an employee of Antioch 34 for the duration of their employment. The Homeless Liaison shall be subject to the administration, supervision, and control of Antioch 34, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement. Antioch 34 shall at all times be considered the Homeless Liaison’s employer and shall retain direction and control over the work and

conduct of the Homeless Liaison, consistent with the terms herein. Further, Antioch 34 shall be solely responsible for payment and provision of the Homeless Liaison's salary and any other benefits which the Homeless Liaison is entitled to, consistent with their employment as an employee of Antioch 34. Antioch 34 is responsible for making necessary tax and other withholdings from the Homeless Liaison's pay, and for making all necessary tax and other employment-related payments and filings. The Homeless Liaison shall be covered by Antioch 34's worker's compensation insurance. Because the Homeless Liaison is an employee of Antioch 34, they, in their sole discretion, shall have the power and authority to hire, discharge, and discipline the Homeless Liaison.

5. **Concerns about Performance.** In the event a Party has concerns about the Homeschool Liaison's employment, they shall provide them in writing to Antioch 34 for review and consideration. If the issue cannot be addressed within five (5) school business days, the Party initiating the concerns shall share their concerns in writing with each of the Parties hereto for consideration. Only Antioch 34 has the ability and authority to take any employment related action against the Homeless Liaison, but can consider recommendations from other Parties.
6. **Payment Terms.** Each Party is financially responsible for covering a portion of the total costs related to employing the Homeless Liaison. Yearly, Antioch 34 will send invoices to CHSD 117, Lake Villa 41, Grass Lake 36, Millburn 24, and Emmons 33, individually, for their respective share of the wages owed to the Homeless Liaison. Each shall pay their respective invoices to Antioch 34 within thirty (30) days of receipt of said invoice. Exhibit A outlines the costs for each Party. In addition to the costs outlined in Exhibit A, the Parties shall be mutually responsible for any costs associated with the creation and/or maintenance of the Homeless Liaison position. Such costs shall be divided equally amongst the Parties and shall be included in an invoice by Antioch 34 that is submitted to the Parties as needed.
7. **Job Duties and Expectations.** The performance responsibilities and work schedule of the Homeless Liaison will be mutually determined by the Superintendents of the Parties in a joint effort. Exhibit B outlines the duties anticipated for the Homeless Liaison position. Annually, the Parties will review the duties and expectations outlined in Exhibit B and determine whether any revisions are required.
8. **Location of Services.** The Homeless Liaison shall be based out of Antioch 34. As needed, the Homeless Liaison will visit the schools of each Party. Transportation costs incurred by the Homeless Liaison from travelling from one work site to another shall be reimbursed consistent with Antioch 34 policies. Each Party to this Agreement agrees to split the cost of mileage reimbursements evenly.
9. **Work Year.** Homeless Liaison shall work from August 1 of each school year through the last day of student attendance at Antioch 34. The Parties can request that Homeschool Liaison work for an additional one to two weeks following the end of the school year. The cost of Homeless Liaison for any summer months shall be divided amongst the Parties on the same percentiles as their contributions outlined in Exhibit A.
10. **Confidentiality.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by the Parties, their employees, or their students shall be the property of the serving District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), the federal *Family Educational*

Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act* of 1996 (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the Homeless Liaison has access to student records to perform their duties, they shall not divulge such records to any person or entity who is not a party to this Agreement without the consent of the superintendent of the district to whom the record relates, or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

The records generated by the Homeless Liaison shall be the property of each Party, except to the extent they relate to a specific district. To the extent a record related only to a single district, its personnel, or its students, said record shall be the sole property of the related district.

11. **Indemnification.** Each party to this Agreement agrees to indemnify, defend, and hold harmless the other party, its elected officials, officers, employees, and agents from and against any and all claims, causes of action, liabilities, damages, and expenses, including reasonable attorneys' fees arising from the indemnifying party's negligent acts or omissions, reckless or intentional misconduct, or to the extent arising from the breach of this Agreement. Nothing herein shall be construed as waiving or limiting any protections afforded by the Illinois Local Government Tort Immunity Act. The obligations set forth in this paragraph shall survive expiration or termination of this agreement.
12. **Renewal.** This Agreement will be in effect for the 2025-2026 school year. The terms of this Agreement will automatically renew for subsequent school years unless a Party provides written notice to the other Parties by May 1st in any given year of this Agreement that they would like to discuss the terms and conditions set forth herein. Written notice under this provision shall be provided by either electronic mail or USPS, certified mail to the then-acting Superintendent of each Party.
13. **Counterparts.** This Intergovernmental Agreement may be executed by the Parties in multiple counterparts, each of which shall be considered part of the same instrument.
14. **Modification.** This Agreement may only be modified or amended in writing, executed by all Parties.
15. **Entire Agreement.** This Agreement sets forth all of the terms, conditions, and agreements of the Parties hereto.
16. **Authority.** The individuals who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective Boards.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their officers duly authorized to execute the same.

BOARD OF EDUCATION, Antioch CCSD 34, Lake County, Illinois.

By: _____
President

Attest: _____
Secretary

Date: _____

**BOARD OF EDUCATION, Community High School District #117
Lake County, Illinois.**

By: _____
President

Attest: _____
Secretary

Date: _____

**BOARD OF EDUCATION, Lake Villa CCSD #41
Lake County, Illinois.**

By: _____
President

Attest: _____
Secretary

Date: _____

BOARD OF EDUCATION, Grass Lake SD #36
Lake County, Illinois.

By: _____
President

Attest: _____
Secretary

Date: _____

BOARD OF EDUCATION, Millburn CCSD #24
Lake County, Illinois.

By: _____
President

Attest: _____
Secretary

Date: _____

BOARD OF EDUCATION, Emmons SD #33
Lake County, Illinois.

By: _____
President

Attest: _____
Secretary

Date: _____

Exhibit A – Payment Terms

Total Compensation for the Homeless Liaison for the 2025-2026 school year	\$6,7000
Cost for Homeless Liaison per Party for the 2025-2026 school year	CHSD 117 - \$2000 Lake Villa CCSD 41 - \$1500 Grass Lake SD 36 - \$500 Millburn CCSD 24 - \$700 Emmons SD 33 - \$500 Antioch CCSD 34 - \$1500
Rate of pay for Homeless Liaison (25-26 SY)	\$30 / hour 10-12 hours per week Approx. 18-20 weeks

Exhibit B – Job Duties and Expectations for Homeless Liaison Position

The McKinney-Vento Liaison (“Homeless Liaison”) shall be responsible for ensuring homeless children and youth have access to a free and appropriate public education, as mandated by the McKinney-Vento Act. This includes identifying, enrolling, and providing support to these students, ensuring they have the same opportunities as their housed peers.

Key Responsibilities

Identification and Enrollment:

- The Liaison ensures homeless students are identified and enrolled in school immediately, regardless of missing paperwork or residency requirements.

Access to Services:

- The Liaison will be expected to connect students and families with educational, health, mental health, and other necessary services, including transportation, school supplies, and referrals to community resources.

Advocacy and Support:

- The Liaison will advocate for homeless students' rights and ensure they have access to the same educational opportunities as their housed peers, including participation in extracurricular activities.

Professional Development:

- The Liaison will provide training to school staff on the McKinney-Vento Act and the needs of homeless students.

Collaboration and Coordination:

- The Liaison will work with school staff, community agencies, and families to ensure seamless support for homeless students.

Data Collection and Reporting:

- The Liaison will help the schools collect data on homeless students, as required by the McKinney-Vento Act.

Dispute Resolution:

- The Liaison may be involved in resolving disputes related to a student's eligibility for McKinney-Vento services.

Public Awareness:

- The Liaison will disseminate information about the McKinney-Vento Act and the rights of homeless students to the school community and the public.

Monitoring Attendance and Truancy:

- The Liaison will monitor the attendance and truancy of homeless students and provides support to ensure they attend school regularly.

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Ann Scully, Director of Student Services
Mrs. Sandra Allen, Director of Personnel

RE: Approval of Intergovernmental Agreement with Exceptional Learners' Collaborative (ELC) for Teacher of the Deaf and Hard of Hearing Services – 2025–2026 School Year

Background:

Lake Villa School District 41 has collaborated with the Exceptional Learners' Collaborative (ELC,) to secure specialized services that meet the unique needs of our students requiring special education support for positions which continue to have vacancies. The ELC is a special education cooperative in the southern portion of Lake County which allows non-members to contract services, if available.

The District seeks to enter into an intergovernmental agreement with ELC for the 2025–2026 school year for Deaf and Hard of Hearing (DHH) Itinerant Teacher services.

Discussion:

Under the terms of the agreement, ELC will provide 0.4 FTE of DHH Services to the District for the upcoming academic year to support all four district schools. This includes direct hearing specialized instruction with students, consultation with general education staff and families, and support in IEP-aligned programming, accommodations, and services.

Recommendation:

It is recommended that the Board approve the Intergovernmental Agreement with ELC to provide 0.4 FTE of Teacher of the Deaf and Hard of Hearing services. These specialized services are essential for ensuring that the District continues to meet the unique learning needs of our students with hearing impairments. Cost not to exceed \$50,232.00

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ELC AND LAKE VILLA SCHOOL DISTRICT 41**

THIS AGREEMENT by and between the Governing Board of the Exceptional Learners' Collaborative, Lake County, Illinois (hereinafter "ELC") and the Board of Education of Lake Villa School District 41, Lake County, Illinois (hereinafter "District") (collectively, the "Parties") is made and entered into this 9th day of July, 2025.

WHEREAS, the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act* encourage and permit cooperation between units of local government; and

WHEREAS, both ELC and the District are units of local government as defined in the *Illinois Intergovernmental Cooperation Act*; and

WHEREAS, ELC and the District have determined that it is in the best interests of the Parties to contract with each other for ELC to provide special education and related services to the District's students;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Parties agree as follows:

1. Purchase and Provision of Services

The District shall purchase services from ELC during the 2025-2026 school year. The ELC will provide a .4 FTE Teacher of the Deaf and Hard of Hearing. In exchange for the services provided by ELC under this Agreement, the District shall pay an annual cost of approximately \$50,232.00. Services will be billed to the District on a monthly basis and shall be paid within thirty (30) days of receipt of the monthly invoice.

2. Implementation of IEPs

ELC shall provide special education and related services to the District's students in accordance with each particular student's IEP. If, at any time, ELC is unable to implement a District student's IEP, ELC shall promptly notify the District, and may initiate a termination of this Agreement in accordance with Paragraph 3.

3. Termination/Renewal of Agreement

This Agreement may be terminated by either Party upon the provision of thirty (30) days prior written notice to the other Party. Unless terminated earlier by either Party, this Agreement shall terminate by June 30, 2026. The District shall pay ELC for all services provided hereunder prior to the effective date of any such termination. The term of this Agreement may be renewed or extended by written agreement signed by the Superintendent or designee for ELC and the Superintendent or designee for the District.

4. Student Records and Confidentiality

ELC shall maintain records and reports utilized hereunder in accordance with the policies of ELC and shall furnish such documents that may be reasonably required by the District relating to any District students. ELC and the District both acknowledge and agree that their officers, employees, agents, contractors, licensees, volunteers, or invitees shall also comply with any

applicable policies regarding the confidentiality of such information, as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq.; 34 CFR Part 99 ("FERPA"); the Illinois Personal Information Protection Act, 815 ILCS 530, et seq., the Illinois School Student Records Act, 105 ILCS 10/1, et seq., the Illinois Student Online Personal Protection Act, 105 ILCS 85/1, et seq.

5. Relationship of the Parties

ELC and the District acknowledge and agree that they are independent contractors, and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.

6. Good Faith and Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties' Superintendents, the Parties may later agree to mediate and/or arbitrate the dispute on terms that are mutually agreeable to the Parties.

7. Amendments

This Agreement may be modified or amended only by a written agreement executed by the Parties.

8. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any action arising hereunder shall vest exclusively within the Circuit Court of Lake County, Illinois.

9. Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

10. Indemnification

Each Party shall indemnify, defend, and hold the other harmless against any and all liabilities, claims, causes of action, damages, costs, expenses and fees, including attorney fees, that a Party incurs arising out of or occurring in connection with the negligent, reckless, or intentional misconduct of the other in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date below.

**BOARD OF EDUCATION
EXCEPTIONAL LEARNERS' COLLABORATIVE
LAKE COUNTY, ILLINOIS**

**BOARD OF EDUCATION,
LAKE VILLA SCHOOL
DISTRICT 41
LAKE COUNTY, ILLINOIS**

By: _____
President

By: _____
President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Ann Scully, Director of Student Services
Mrs. Sandra Allen, Director of Personnel

RE: Approval of Intergovernmental Agreement with Exceptional Learners'
Collaborative (ELC) for School Psychology Services – 2025–2026 School Year

Background:

Lake Villa School District 41 has collaborated with the Exceptional Learners' Collaborative (ELC,) to secure specialized services that meet the unique needs of our students requiring special education support for positions which continue to have vacancies. The ELC is a special education cooperative in the southern portion of Lake County which allows non-members to contract services, if available.

The District seeks to enter into an intergovernmental agreement with ELC for the 2025–2026 school year for school psychology services at Palombi Middle School.

Discussion:

Under the terms of the agreement, ELC will provide 0.4 FTE of School Psychology Services to the District for the upcoming academic year to support Palombi Middle School. This includes psychological evaluations, support in IEP implementation, MTSS services and plans, consultation with staff, and counseling services in alignment with student IEPs.

Recommendation:

Recommendation to approve the Intergovernmental Agreement between Lake Villa School District 41 and the Exceptional Learners' Collaborative (ELC) for the provision of 0.4 FTE School Psychology Services for the 2025–2026 school year, at a cost not to exceed \$56,238.00.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ELC AND LAKE VILLA SCHOOL DISTRICT 41**

THIS AGREEMENT by and between the Governing Board of the Exceptional Learners' Collaborative, Lake County, Illinois (hereinafter "ELC") and the Board of Education of Lake Villa School District 41, Lake County, Illinois (hereinafter "District") (collectively, the "Parties") is made and entered into this 9th day of July, 2025.

WHEREAS, the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act* encourage and permit cooperation between units of local government; and

WHEREAS, both ELC and the District are units of local government as defined in the *Illinois Intergovernmental Cooperation Act*; and

WHEREAS, ELC and the District have determined that it is in the best interests of the Parties to contract with each other for ELC to provide special education and related services to the District's students;

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, the Parties agree as follows:

1. Purchase and Provision of Services

The District shall purchase services from ELC during the 2025-2026 school year. The ELC will provide a .4 FTE for School Psychology Services. In exchange for the services provided by ELC under this Agreement, the District shall pay an annual cost of approximately \$56,238.00. Services will be billed to the District on a monthly basis and shall be paid within thirty (30) days of receipt of the monthly invoice.

2. Implementation of IEPs

ELC shall provide special education and related services to the District's students in accordance with each particular student's IEP. If, at any time, ELC is unable to implement a District student's IEP, ELC shall promptly notify the District, and may initiate a termination of this Agreement in accordance with Paragraph 3.

3. Termination/Renewal of Agreement

This Agreement may be terminated by either Party upon the provision of thirty (30) days prior written notice to the other Party. Unless terminated earlier by either Party, this Agreement shall terminate by June 30, 2026. The District shall pay ELC for all services provided hereunder prior to the effective date of any such termination. The term of this Agreement may be renewed or extended by written agreement signed by the Superintendent or designee for ELC and the Superintendent or designee for the District.

4. Student Records and Confidentiality

ELC shall maintain records and reports utilized hereunder in accordance with the policies of ELC and shall furnish such documents that may be reasonably required by the District relating to any District students. ELC and the District both acknowledge and agree that their officers, employees, agents, contractors, licensees, volunteers, or invitees shall also comply with any

applicable policies regarding the confidentiality of such information, as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq.; 34 CFR Part 99 ("FERPA"); the Illinois Personal Information Protection Act, 815 ILCS 530, et seq., the Illinois School Student Records Act, 105 ILCS 10/1, et seq., the Illinois Student Online Personal Protection Act, 105 ILCS 85/1, et seq.

5. Relationship of the Parties

ELC and the District acknowledge and agree that they are independent contractors, and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.

6. Good Faith and Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties' Superintendents, the Parties may later agree to mediate and/or arbitrate the dispute on terms that are mutually agreeable to the Parties.

7. Amendments

This Agreement may be modified or amended only by a written agreement executed by the Parties.

8. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any action arising hereunder shall vest exclusively within the Circuit Court of Lake County, Illinois.

9. Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.

10. Indemnification

Each Party shall indemnify, defend, and hold the other harmless against any and all liabilities, claims, causes of action, damages, costs, expenses and fees, including attorney fees, that a Party incurs arising out of or occurring in connection with the negligent, reckless, or intentional misconduct of the other in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date below.

**BOARD OF EDUCATION
EXCEPTIONAL LEARNERS' COLLABORATIVE
LAKE COUNTY, ILLINOIS**

**BOARD OF EDUCATION,
LAKE VILLA SCHOOL
DISTRICT 41
LAKE COUNTY, ILLINOIS**

By: _____
President

By: _____
President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

Date: July 14, 2025

To: Dr. Sandra Keim-Bounds, Superintendent
Members of the Board of Education

From: Dr. Vic Wight, Assistant Superintendent of Teaching and Learning

RE: Approval of Professional Learning Partnership with LEAP Innovations

As part of our district's commitment to forward-thinking, standards-based instruction and personalized learning, we are recommending a professional learning partnership with LEAP Innovations for the 2025–26 school year.

This partnership directly supports our goals of implementing AI-informed tools to build educator capacity for the thoughtful use of artificial intelligence in the classroom. Through a series of strategic workshops and customized support sessions, LEAP will guide our team through a co-design process resulting in usable, high-quality rubrics aligned to priority ELA and math standards, with integrated support for AI applications.

Key elements of the proposal include:

- Generative AI Workshop: Playlab 101 – Hands-on experience with AI prompting and application-building to support rubric development.
- Strategy Workshop for Rubric Design – Development of foundational components for standards-based rubrics with collaborative input from district staff.
- Customized AI Chatbot Co-Design – Creation of a tool to support rubric language development and alignment across K–8 grade levels.
- Onsite Workdays – Focused sessions to refine rubrics using AI tools, ensure cross-grade alignment, and test outputs using sample student work.
- Feedback and Roll-Out Planning – Engagement of K–8 staff in reviewing and refining tools to ensure practical implementation, along with creation of a professional development roadmap.
- Ongoing Advisory and Implementation Support – Thought partnership, troubleshooting, and end-of-year evaluation.

These services will support our district's instructional innovation efforts while equipping staff with sustainable tools and strategies for effective standards-based assessment and reporting.

Recommendation:

It is recommended that the Board of Education approve professional development services with LEAP Innovations for a total investment of \$28,950 to be funded through appropriate district and/or Title II grant source if available.

14	JUL, MON	● 6:30 – 9pm	BOE Meeting
16	JUL, WED	● 2 – 9pm	Negotiations
22	JUL, TUE	● 6 – 9pm	IASB Board Workshop District Office-1-DO Boar...
18	AUG, MON	● 8 – 10am ● 6:30 – 9pm	Opening Day Ceremony BOE Meeting District Office-1-DO Board Room (...)
20	AUG, WED	● All day	First Day of School for 1st - 8th Grade (Half Day)
21	AUG, THU	● All day	First Day of School for Early Childhood Education
25	AUG, MON	● All day	First Day of School for Kindergarten
1	SEP, MON	● All day	Labor Day - No School
8	SEP, MON	● 6:30 – 9pm	BOE Meeting
22	SEP, MON	● 6:30 – 9pm	BOE Meeting
6	OCT, MON	● 6:30 – 9pm	BOE Meeting
10	OCT, FRI	● All day	Teachers' Institute - No School
13	OCT, MON	● All day	Columbus Day - No School
27	OCT, MON	● 6:30 – 9pm	BOE Meeting
7	NOV, FRI	● All day	First Trimester Ends
17	NOV, MON	● 6:30 – 9pm	BOE Meeting
21	NOV, FRI	● All day	2025 Joint Annual Conference (Day 1/3) Hyatt R...
22	NOV, SAT	● All day	2025 Joint Annual Conference (Day 2/3) Hyatt R...
23	NOV, SUN	● All day	2025 Joint Annual Conference (Day 3/3) Hyatt R...