

SCHOOL DISTRICT NO. 103
BOARD OF EDUCATION MEETING
February 20, 2024
6:00 PM

REGULAR MEETING CONSISTENT WITH THE REQUIREMENTS OF THE ILLINOIS REVISED STATUTES CHAPTER 102, PARAGRAPH 42.02 (OPEN MEETINGS ACT), NOTICES OF THIS MEETING HAVE BEEN POSTED. LOCATION OF THE MEETING IS CAFETERIA OF GEORGE WASHINGTON MIDDLE SCHOOL, 8101 OGDEN AVENUE, LYONS, ILLINOIS 60534, AT 6:00 PM.

A G E N D A

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Closed Session

The Board will go into Closed Executive Session to discuss the appointment, employment, performance or dismissal of specific employees pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1).and, pending litigation of the public body pursuant to Section 2(c)(11) of the Open Meetings Act, 5 ILCS 120/2(c)(11);

V. Return to Open Session

VI. Reading of Communications

VII. Year-to-Date Financials

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VIII. Public Comment

IX. Consent Agenda

A. Authorize Payment of Monthly Bills for February 2024

1. Board Bills February, 2024

17

2. Activity Funds February, 2024

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B. Approval of Minutes

1. Regular Minutes of January 24, 2024

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2. Confidential Minutes of December 12, 2023

C. Approval of Personnel Hires/Leaves/Resignation/Termination List

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#2.20.24

D. Second Reading of Policies

1. Policy 2:20 - Powers and Duties of the Board of Education;
Indemnification

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2. Policy 2:120 - Board Member Development

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3. Policy 2:200 - Types of Board of Education Meetings

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4. Policy 2:220 - Board of Education Meeting Procedure

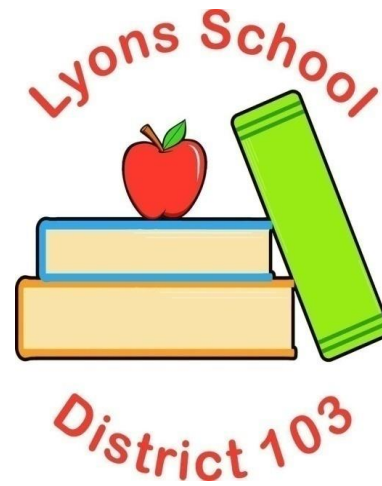
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5. Policy 2:220-E2- Motion to Adjourn to Closed Meeting

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XII. <u>Adjournment</u>	



Working Together to Expand Student Opportunities

Serving the communities of Brookfield, Forest View,
Lyons, McCook and Stickney.

January YTD Financials

Fiscal Year 2024

Presented to BOE

2/20/2024

Lyons School District 103
EDUCATION FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget	%	Monthly	YTD	Percent
	FY2024	Of Total	January	as of	of Budget
		Revenue		1/31/2024	Realized
Property Taxes	\$ 17,592,473	42.57%	\$ -	\$ 9,090,193	51.67
Corp. Per. Prop. Replacement Taxes	\$ 5,313,060	12.86%	\$ 669,452	\$ 3,074,311	57.86
State Evidence Based Funding (EBF)	\$ 12,365,602	29.92%	\$ 237,858	\$ 5,858,588	47.38
Categorical State Aid	\$ 1,139,197	2.76%	\$ 120,456	\$ 445,672	39.12
State Early Childhood Block Grant	\$ 673,005	1.63%	\$ 67,300	\$ 335,500	49.85
Federal Nutrition Program	\$ 800,000	1.94%	\$ 81,815	\$ 416,393	52.05
Federal Title 1	\$ 1,156,212	2.80%	\$ 108,924	\$ 1,024,628	88.62
Other Federal	\$ 1,330,741	3.22%	\$ 599,173	\$ 2,094,314	157.38
Earnings on Investments	\$ 626,122	1.51%	\$ 182,879	\$ 335,142	53.53
Food Service	\$ 50,000	0.12%	\$ 4,450	\$ 38,014	76.03
Fees	\$ 32,500	0.08%	\$ -	\$ -	-
Other Rev; Before School & Camps	\$ 250,000	0.60%	\$ -	\$ 84,045	33.62
Total Revenue	\$ 41,328,912	100.00%	\$2,072,307	\$22,796,800	55.16%

EXPENDITURES	Budget	%	Monthly	YTD	Percent
	FY2024	Of Total	January	as of	of Budget
		Expenditures		1/31/2024	Realized
Salaries	\$ 21,679,776	54.59%	\$ 1,606,152	\$ 9,678,950	44.65
Benefits	\$ 6,078,191	15.31%	\$ 483,146	\$ 3,159,808	51.99
Purchased Services	\$ 8,190,407	20.62%	\$ 427,336	\$ 3,651,268	44.58
Supplies	\$ 1,132,686	2.85%	\$ 24,240	\$ 460,288	40.64
Capital Outlay	\$ 108,000	0.27%	\$ -	\$ 97,839	90.59
Special Ed Tuition	\$ 2,467,650	6.21%	\$ 127,338	\$ 2,015,364	81.67
Dues&Fees/Tuition/Contingency	\$ 56,300	0.14%	\$ -	\$ 55,818	99.14
Total Expenditures	39,713,010	100.00%	2,668,212	19,119,336	48.14%

Surplus/(Deficit)	\$ 1,615,902	5	\$ (595,904)	\$ 3,677,464	
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Lyons School District 103
OPERATION AND MAINTENANCE FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	2,408,167	95.25%	\$ -	\$ 1,077,637	44.75
State Evidence Based Funding (EBF) \$	-	0.00%	\$ -	\$ -	
Federal Aid \$	-	0.00%	\$ -	\$ -	
Earnings on Investments \$	108,023	4.27%	\$ 5,465	\$ 15,297	14.16
Rentals \$	-	0.00%	\$ -	\$ -	
Maintenance Grant \$	-	0.00%	\$ -	\$ -	
Other Revenue Sources \$	12,000	0.47%	\$ -	\$ -	-
Total Revenue	\$ 2,528,190	100.00%	\$ 5,465	\$ 1,092,934	43.23%

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Salaries \$	1,459,750	47.40%	\$ 116,387	\$ 818,588	56.08
Benefits \$	336,680	10.93%	\$ 28,121	\$ 198,220	58.87
Purchased Services \$	652,060	21.17%	\$ 54,220	\$ 353,647	54.24
Supplies \$	542,610	17.62%	\$ 53,961	\$ 298,595	55.03
Capital Outlay \$	84,800	2.75%	\$ -	\$ 996,067	1,174.61
Other Objects \$	-	0.00%	\$ 21	\$ 21	
Dues&Fees/Contingency \$	3,630	0.12%	\$ -	\$ -	-
Total Expenditures	\$ 3,079,530	100.00%	\$ 252,709	\$ 2,665,138	86.54%

Surplus/(Deficit)	\$ (551,340)		\$ (247,244)	\$ (1,572,204)
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Lyons School District 103
MUNICIPAL RETIREMENT, SOCIAL SECURITY & MEDICARE FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget	%	Monthly	YTD	Percent
	FY2024	Of Total	January	as of	of Budget
		Revenue		1/31/2024	Realized
Property Taxes \$	673,970	66.08%	\$ -	\$ 302,476	44.88
Corp. Per. Prop. Replacement Taxes \$	240,000	23.53%	\$ -	\$ 240,000	100.00
Earnings on Investments \$	105,897	10.38%	\$ 19,378	\$ 35,302	33.34
Other Revenue		0.00%			
Total Revenue	\$ 1,019,867	100.00%	\$ 19,378	\$ 577,777	56.65%

EXPENDITURES	Budget	%	Monthly	Actual	Percent
	FY2024	Of Total	January	as of	of Budget
		Expenditures		1/31/2024	Realized
Benefits \$	902,261	100.00%	\$ 71,445	\$ 469,271	52.01
Purchased Services \$	-	0.00%	\$ -	\$ -	-
Total Expenditures	\$ 902,261	100.00%	\$ 71,445	\$ 469,271	52.01%

Surplus/(Deficit)	\$ 5,692		\$ (52,067)	\$ 108,506	
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Lyons School District 103
TORT IMMUNITY FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	355,545	98.83%	\$ -	\$ 158,046	44.45
Earnings on Investments \$	4,224	1.17%	\$ 7	\$ 668	15.82
Other Revenue		0.00%			
Total Revenue	\$ 359,769	100.00%	\$ 7	\$ 158,714	44.12%
EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Salaries \$	67,600	19.34%	\$ 6,500	\$ 35,750	52.88
Purchase Services \$	282,000	80.66%	\$ -	\$ 273,057	96.83
Total Expenditures	\$ 349,600	100.00%	\$ 6,500	\$ 308,807	88.33%
Surplus/(Deficit)	\$ 10,169		\$ (6,493)	\$ (150,093)	

Lyons School District 103
TRANSPORTATION FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	263,807	26.26%	\$ -	\$ 128,039	48.54
Categorical State Aid \$	550,000	54.74%	\$ 172,021	\$ 511,296	92.96
Earnings on Investments \$	190,956	19.01%	\$ 23,866	\$ 44,338	23.22
Other Revenue \$	-	0.00%	\$ -	\$ -	-
Total Revenue	\$ 1,004,763	100.00%	\$ 195,887	\$ 683,673	68.04%

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Salaries \$	14,630	0.84%	\$ 300	\$ 4,969	33.96
Benefits \$	160	0.01%	\$ 1	\$ 37	23.15
Purchased Services \$	1,734,000	99.15%	\$ 267,309	\$ 699,762	40.36
Supplies \$	-	0.00%	\$ -	\$ -	-
Capital Outlay \$	-	0.00%	\$ -	\$ -	-
Dues&Fees/Contingency \$	-	0.00%	\$ -	\$ -	-
Total Expenditures	\$ 1,748,790	100.00%	\$ 267,609	\$ 704,768	40.30%

Surplus/(Deficit)	\$ (744,027)		\$ (71,722)	\$ (21,095)	
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Lyons School District 103
WORKING CASH FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	96,699	49.96%	\$ -	\$ 42,754	44.21
Earnings on Investments \$	96,839	50.04%	\$ 16,945	\$ 31,168	32.19
Total Revenue	\$ 193,538	100.00%	\$ 16,945	\$ 73,922	38.20%
EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Interfund Transfer					0.00%
Total Expenditures	\$ -	0.00%	\$ -	\$ -	0.00%
Surplus/(Deficit)	\$ 193,538		\$ 16,945	\$ 73,922	

Lyons School District 103
COMBINED OPERATING FUNDS
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	21,390,661	46.07%	\$ -	\$ 10,799,145	50.49
Corp. Per. Prop. Replacement Taxes \$	5,553,060	11.96%	\$ 669,452	\$ 3,314,311	59.68
State Evidence Based Funding (EBF) \$	12,365,602	26.63%	\$ 237,858	\$ 5,858,588	47.38
Categorical State Aid \$	1,689,197	3.64%	\$ 292,478	\$ 956,968	56.65
State Early Childhood Block Grant \$	673,005	1.45%	\$ 67,300	\$ 335,500	49.85
Federal Nutrition Program \$	800,000	1.72%	\$ 81,815	\$ 416,393	52.05
Federal Title 1 \$	1,156,212	2.49%	\$ 108,924	\$ 1,024,628	88.62
Other Federal \$	1,330,741	2.87%	\$ 599,173	\$ 2,094,314	157.38
Earnings on Investments \$	1,132,061	2.44%	\$ 248,540	\$ 461,914	40.80
Food Service \$	50,000	0.11%	\$ 4,450	\$ 38,014	76.03
Fees \$	32,500	0.07%	\$ -	\$ -	-
Before School Care, Camps \$	250,000	0.54%	\$ -	\$ 84,045	33.62
Rentals \$	-	0.00%	\$ -	\$ -	-
Maintenance Grants \$	-	0.00%	\$ -	\$ -	-
Other Revenue \$	12,000	0.03%	\$ -	\$ -	-
Total Revenue	\$ 46,435,039	100.00%	\$ 2,309,990	\$ 25,383,820	54.67%

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Salaries \$	23,221,756	50.71%	\$ 1,729,338	\$ 10,538,257	45.38
Benefits \$	6,415,031	14.01%	\$ 511,267	\$ 3,358,065	52.35
IMRF/FICA/SS/Medicare \$	902,261	1.97%	\$ 71,445	\$ 469,271	52.01
Purchased Services \$	10,858,467	23.71%	\$ 748,865	\$ 4,977,735	45.84
Supplies \$	1,675,296	3.66%	\$ 78,201	\$ 758,884	45.30
Capital Outlay \$	192,800	0.42%	\$ -	\$ 1,093,906	567.38
Special Ed Tuition \$	2,467,650	5.39%	\$ 127,338	\$ 2,015,364	81.67
Other, Dues&Fees/Contingency \$	59,930	0.13%	\$ 21	\$ 55,839	93.17
Total Expenditures	\$ 45,793,191	100.00%	\$ 3,266,475	\$ 23,267,320	50.81%

Surplus/(Deficit)	\$ 641,848	11	\$ (956,485)	\$ 2,116,500
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Lyons School District 103
DEBT SERVICE FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	962,811	89.04%	\$ -	\$ 508,734	52.84
Earnings on Investments \$	33,559	3.10%	\$ 5,843	\$ 11,330	33.76
Other Revenue Sources \$	85,000	7.86%	\$ -	\$ -	-
State Evidence Based Funding (EBF) \$	-	0.00%	\$ 886,288	\$ 886,288	100.00
Total Revenue	\$ 1,081,370	100.00%	\$ 892,131	\$ 1,406,352	130.05

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Debt Service \$	1,078,500	100.00%	\$ -	\$ 1,006,750	93.35
Total Expenditures	\$ 1,078,500	100.00%	\$ -	\$ 1,006,750	93.35%

Surplus/(Deficit)	\$ 2,870		\$ 892,131	\$ 399,602	
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Lyons School District 103
CAPITAL PROJECTS FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Earnings on Investments \$	25	0.00%	\$ -	\$ (0)	(0.12)
Federal Grant \$	1,982,712	100.00%	\$ -	\$ -	-
Total Revenue	\$ 1,982,737	100.00%	\$ -	\$ (0)	0.00%

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Purchased Services \$	-	0.00%	\$ -	\$ 101,083	
Capital Outlay \$	1,982,712	100.00%	\$ -	\$ 200,604	10.12
Total Expenditures	\$ 1,982,712	100.00%	\$ -	\$ 301,687	15.22%

Surplus/(Deficit)	\$ 25		\$ -	\$ (301,687)	
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Lyons School District 103
HEALTH-LIFE-SAFETY FUND
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

REVENUES	Budget FY2024	% Of Total Revenue	Monthly January	YTD as of 1/31/2024	Percent of Budget Realized
Property Taxes \$	317,221	77.91%	\$ -	\$ 140,092	44.16
Earnings on Investments \$	89,923	22.09%	\$ 16,757	\$ 30,496	33.91
Other Revenue \$	-	0.00%	\$ -	-	
Total Revenue	\$ 407,144	100.00%	\$ 16,757	\$ 170,588	41.90%

EXPENDITURES	Budget FY2024	% Of Total Expenditures	Monthly January	Actual as of 1/31/2024	Percent of Budget Realized
Purchased Services \$	-	0.00%	\$ -	-	-
Total Expenditures	\$ -	0.00%	\$ -	\$ -	-

Surplus/(Deficit)	\$ 407,144		\$ 16,757	\$ 170,588	
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Lyons School District 103
COMBINED ALL FUNDS
Y-T-D REVENUE and EXPENSE by SOURCE

January 31, 2024

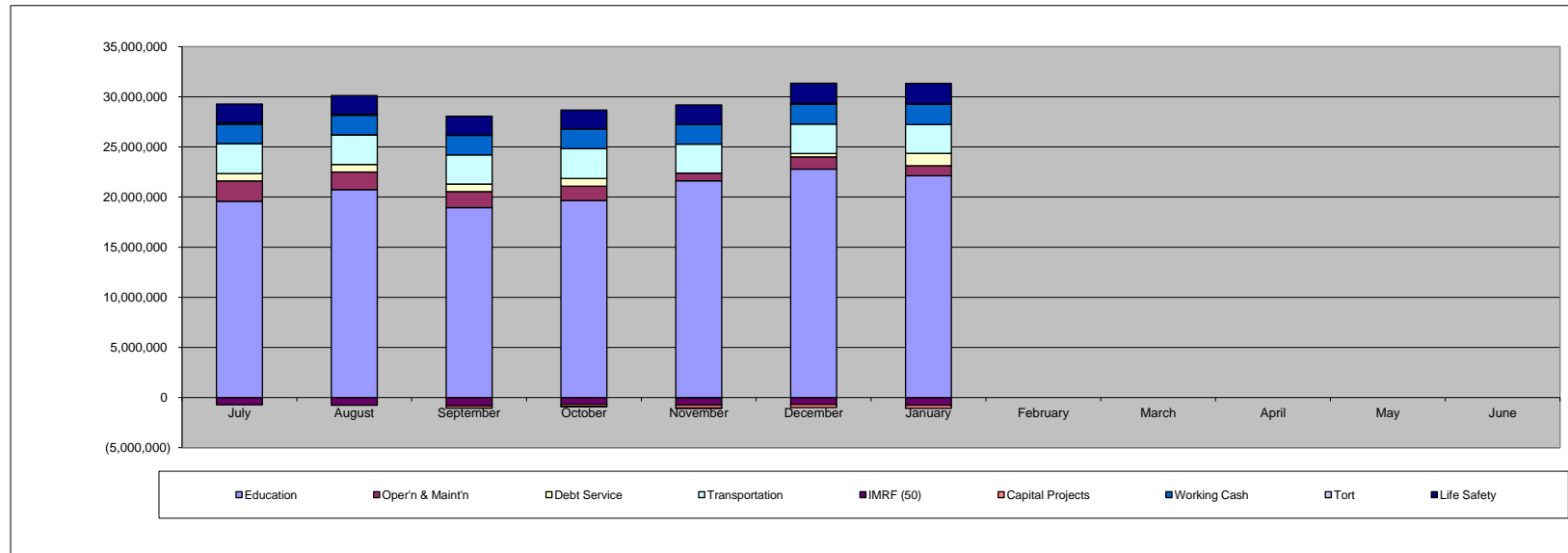
REVENUES	Budget	%	Monthly	YTD	Percent
	FY2024	Of Total	January	as of	of Budget
		Revenue		1/31/2024	Realized
Property Taxes \$	22,670,693	45%	\$ -	\$ 11,447,971	50.50
Corp. Per. Prop. Replacement Taxes \$	5,553,060	11%	\$ 669,452	\$ 3,314,311	59.68
State Evidence Based Funding (EBF) \$	12,365,602	25%	\$ 1,124,146	\$ 6,744,876	54.55
Categorical State Aid \$	1,689,197	3%	\$ 292,478	\$ 956,968	56.65
State Early Childhood Block Grant \$	673,005	1%	\$ 67,300	\$ 335,500	49.85
Federal Nutrition Program \$	800,000	2%	\$ 81,815	\$ 416,393	52.05
Federal Title 1 \$	1,156,212	2%	\$ 108,924	\$ 1,024,628	88.62
Other Federal \$	3,313,453	7%	\$ 599,173	\$ 2,094,314	63.21
Earnings on Investments \$	1,255,568	3%	\$ 271,140	\$ 503,740	40.12
Food Service \$	50,000	0%	\$ 4,450	\$ 38,014	76.03
Fees \$	32,500	0%	\$ -	\$ -	-
Before School Care, Camps \$	250,000	1%	\$ -	\$ 84,045	33.62
Rentals \$	-	0%	\$ -	\$ -	-
Maintenance Grants \$	-	0%	\$ -	\$ -	-
Other Revenue \$	97,000	0%	\$ -	\$ 85,000	87.63
Total Revenue	\$ 49,906,290	100.00%	\$ 3,218,878	\$ 27,045,760	54.19%

EXPENDITURES	Budget	%	Monthly	Actual	Percent
	FY2024	Of Total	January	as of	of Budget
		Expenditures		1/31/2024	Realized
Salaries \$	23,221,756	47.53%	\$ 1,729,338	\$ 10,538,257	45.38
Benefits \$	6,415,031	13.13%	\$ 511,267	\$ 3,358,065	52.35
IMRF/FICA/SS/Medicare Fund \$	902,261	1.85%	\$ 71,445	\$ 469,271	52.01
Debt Service Fund \$	1,078,500	2.21%	\$ -	\$ 1,006,750	93.35
Life Safety Fund \$	-	0.00%	\$ -	\$ -	-
Purchased Services \$	10,858,467	22.23%	\$ 748,865	\$ 5,078,817	46.77
Supplies \$	1,675,296	3.43%	\$ 78,201	\$ 758,884	45.30
Capital Outlay \$	2,175,512	4.45%	\$ -	\$ 1,294,510	59.50
Special Ed Tuition \$	2,467,650	5.05%	\$ 127,338	\$ 2,015,364	81.67
Dues&Fees/Contingency \$	59,930	0.12%	\$ 21	\$ 55,839	93.17
Total Expenditures	\$ 48,854,403	100.00%	\$ 3,266,475	\$ 24,575,757	50.30%

Surplus/(Deficit)	\$ 1,051,887		\$ (47,597)	\$ 2,385,003	
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Lyons Elementary School District 103
Fiscal Year 2023-2024 Fund Balance
 Source: Lyons Elementary School District 103 Monthly Reports

Fiscal Year 2023-2024												
Fund	July	August	September	October	November	December	January	February	March	April	May	June
Education	19,579,645	20,739,976	18,947,434	19,650,657	21,614,433	22,790,495	22,127,699					
Oper'n & Maint'n	2,023,725	1,750,737	1,592,301	1,436,797	780,867	1,216,737	1,003,130					
Debt Service	740,491	763,241	763,241	768,728	(46,071)	332,962	1,225,093					
Transportation	2,978,293	2,958,415	2,905,656	2,977,377	2,878,455	2,945,960	2,874,238					
IMRF (50)	(720,959)	(765,842)	(843,237)	(677,928)	(701,466)	(696,372)	(767,666)					
SSI/MEDICARE (51)	2,166,708	2,173,995	2,173,995	2,189,919	2,246,787	2,333,869	2,353,248					
Capital Projects	473	473	(211,124)	(211,124)	(301,214)	(301,214)	(301,214)					
Working Cash	1,939,473	1,941,528	1,941,528	1,955,750	1,971,828	1,996,450	2,013,395					
Tort	146,139	90,687	29,896	(26,984)	(30,946)	53,580	47,087					
Life Safety	1,869,229	1,875,967	1,875,967	1,889,706	1,942,386	2,023,060	2,039,817					
Total	<u>30,723,217</u>	<u>31,529,175</u>	<u>29,175,655</u>	<u>29,952,898</u>	<u>30,355,059</u>	<u>32,695,526</u>	<u>32,614,826</u>					



To Township Treasurer: The following payments were approved by the
Board of Education, at a meeting held on 2/20/2024
Checks for the amount shown are hereby requested:

PAYEE	DATE PAID	AMOUNT		\$ 325.09
Net Salaries	SP 01.05.2024	\$ 789.19	\$	325.09
First American Bank H S A	Employee Deduction	\$ -		
AXA Equitable Life	OMNI Liability	\$ -		
IL Dept. of Revenue	Federal Withholding - Payroll Taxes	\$ -		
	Employee/Employer			
First Investors Group	OMNI Liability Payment	\$ -		
Illinois Department of Revenue	State Withholding	\$ 39.30		
	Employee/Employer			
Illinois Municipal Retirement	Employee Deduction	\$ 43.43		
NuMark Credit Union	Credit Union Deductions	\$ -		
	Employee Deductions			
Teachers' Health Insurance Security	TRS EMPLOYEE PAID	\$ -		
Teachers' Retirement System - *	THIS Board Paid	\$ -		
State of Illinois	0.92% "THIS"			
AIG VALIC	OMNI Liability			
Great American Financial Resources	OMNI Liability	\$ -		
Guardian Vision	Employees' Portion	\$ -		
Illinois Municipal Retirement	Board Paid	\$ 75.46		
Lincoln Investment Planning	OMNI Liability	\$ -		
Teachers' Retirement System	TRS Board Paid .0058 Add On &	\$ -		
State of Illinois				
Waddell & Reed, Inc.	OMNI Liability	\$ -		
Expert Pay	Child Support	\$ -		
TRS SSP	TRS Flexible Spending			
Dept. of Treasury	FED/FICA/Med/IMRF	\$ 166.90		
AXA Equitable Life (457B)	Employee Deduction - 457B		\$ -	
Thomas H. Hooper Chap 13	Wage Garnish	\$ -		
IL Dept. of Revenue Levy	Garnishment-Rawke			
Krubl, Dennis	Health Insurance			
SEIU Local 73 COPE	Aides/Custodians	\$ -		
Service Employees International Union	Aides/Custodians Union Dues	\$ -		
Local 73				
Lyons School D103 Flex	Flex Card	\$ -		
West Suburban Teachers Union	Teacher Dues	\$ -		
Net Salaries	01.12.2024	\$ 590,510.26		
First American Bank H S A	Employee Deduction	\$ -	\$ 264,795.92	\$ 277,878.00
AXA Equitable Life	OMNI Liability	\$ 14,077.90		
First Investors Group	OMNI Liability Payment	\$ 50.00		
Illinois Department of Revenue	State Withholding	\$ 35,106.56		
	Employee/Employer	\$ -		
Illinois Municipal Retirement	Employee Deduction	\$ 10,186.63		
NuMark Credit Union	Credit Union Deductions	\$ 4,070.76		
	Employee Deductions			
Teachers' Health Insurance Security	TRS EMPLOYEE PAID	\$ 5,393.40		
Teachers' Retirement System - *	THIS Board Paid	\$ 66,681.56		
State of Illinois	0.92% "THIS"	\$ -		
AIG VALIC	OMNI Liability	\$ -		
Great American Financial Resources	OMNI Liability	\$ 200.00		
Guardian Vision	Employees' Portion	\$ 1,116.66		
Illinois Municipal Retirement	Board Paid	\$ 11,535.46		
Lincoln Investment Planning	OMNI Liability	\$ 2,525.33		
Teachers' Retirement System	TRS Board Paid .0058 Add On &	\$ 5,439.11		
State of Illinois				
Waddell & Reed, Inc.	OMNI Liability	\$ 75.00		
Expert Pay	Child Support	\$ 792.30		
TRS SSP	TRS Flexible Spending	\$ 318.93		
Depart. Of Treasury	Withholding Tax	\$ 107,226.32		
Glen Stearns Chap 13 Trustee	Wage Garnish	\$ 137.50	\$ 13,082.08	

Lyons School D103 Flex	Flex Card	\$	295.65		
IL Dept. of Revenue Levy	Garnishment-Rawke				
SEIU Local 73 COPE	Aides/Custodians	\$	43.50		
Service Employees International Union Local 73	Aides/Custodians Union Dues	\$	1,083.53		
Thomas H. Hooper Chap 13	Wage Garnish	\$	175.00		
West Suburban Teachers Union	Teacher Dues	\$	11,346.90		
Net Salaries	01.31.2024	\$	608,095.99		
First American Bank H S A	Employee Deduction	\$	1,500.00	\$ 278,538.70	\$ 292,152.38
AXA Equitable Life	OMNI Liability	\$	14,102.90		
First Investors Group	OMNI Liability Payment	\$	50.00		
Illinois Department of Revenue	State Withholding Employee/Employer	\$	36,284.27		
Illinois Municipal Retirement	Employee Deduction	\$	11,113.73		
NuMark Credit Union	Credit Union Deductions	\$	4,070.76		
Teachers' Health Insurance Security	Employee Deductions				
Teachers' Retirement System - *	TRS EMPLOYEE PAID	\$	5,486.53		
State of Illinois	THIS Board Paid	\$	68,443.44		
AIG VALIC	0.92% "THIS"	\$	-		
Great American Financial Resources	OMNI Liability	\$	-		
Guardian Vision	OMNI Liability	\$	200.00		
Illinois Municipal Retirement	Employees' Portion	\$	1,106.42		
Lincoln Investment Planning	Board Paid	\$	12,516.84		
Teachers' Retirement System	OMNI Liability	\$	2,700.33		
State of Illinois	TRS Board Paid .0058 Add On &	\$	5,520.10		
Waddell & Reed, Inc.	OMNI Liability	\$	75.00		
Expert Pay	Child Support	\$	792.30		
TRS SSP	TRS Flexible Spending	\$	318.93		
Depart. Of Treasury	WithHolding Tax	\$	114,257.15		
Glen Stearns Chap 13 Trustee	Wage Garnish	\$	137.50	\$ 13,613.68	
Lyons School D103 Flex	Flex Card	\$	888.84		
IL Dept. of Revenue Levy	Garnishment-Rawke				
SEIU Local 73 COPE	Aides/Custodians	\$	38.50		
Service Employees International Union Local 73	Aides/Custodians Union Dues	\$	1,026.94		
Thomas H. Hooper Chap 13	Wage Garnish	\$	175.00		
West Suburban Teachers Union	Teacher Dues	\$	11,346.90		
Net Salaries	VOID ONT 01.31.24	\$	(1,711.52)		
First American Bank H S A	Employee Deduction	\$	-	\$ (419.95)	\$ (419.95)
AXA Equitable Life	OMNI Liability	\$	-		
First Investors Group	OMNI Liability Payment	\$	-		
Illinois Department of Revenue	State Withholding	\$	(89.09)		
Illinois Municipal Retirement	Employee/Employer				
NuMark Credit Union	Employee Deduction	\$	-		
Teachers' Health Insurance Security	Credit Union Deductions	\$	-		
Teachers' Retirement System - *	Employee Deductions				
State of Illinois	TRS EMPLOYEE PAID	\$	-		
AIG VALIC	THIS Board Paid	\$	-		
Great American Financial Resources	0.92% "THIS"	\$	-		
Guardian Vision	OMNI Liability	\$	-		
Illinois Municipal Retirement	OMNI Liability	\$	-		
Lincoln Investment Planning	Employees' Portion	\$	-		
Teachers' Retirement System	Board Paid	\$	-		
State of Illinois	OMNI Liability	\$	-		
Waddell & Reed, Inc.	TRS Board Paid .0058 Add On &	\$	-		
Expert Pay	OMNI Liability	\$	-		
TRS SSP	Child Support	\$	-		
Depart. Of Treasury	TRS Flexible Spending	\$	-		
Glen Stearns Chap 13 Trustee	WithHolding Tax	\$	(330.86)		
Lyons School D103 Flex	Wage Garnish	\$	-	\$ -	
	Flex Card	\$	-		

IL Dept. of Revenue Levy	Garnishment-Rawke		
SEIU Local 73 COPE	Aides/Custodians	\$	-
Service Employees International Union Local 73	Aides/Custodians Union Dues	\$	-
Thomas H. Hooper Chap 13	Wage Garnish	\$	-
West Suburban Teachers Union	Teacher Dues	\$	-

2/20/2024

PAYEE	DATE PAID	AMOUNT
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Board President

Board Secretary

Bill Chubb

Prepared by

Radi Dada

Business Manager

Superintendent

Salaries/Benefits	\$	1,767,619.44
Special voucher requests	\$	-

2/20/2024

Pages 1 - 22 - Payroll Total		
Total Bill List Paid in Month	\$	1,767,619.44

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95711	ALONZO, KIMBERLEY A	02/20/2024	exp reim. KA	Exp. reimbursement	0	308.25	308.25
10E600	1110 4100 00 000000		EDUCATION/COSTELLO	ELEMENTARY/ELEMENTARY/SUPPLIES		308.25	
95712	AMAZON CAPITAL SERVICES	02/20/2024	11WW74L36QKR	GW CD Class- KVIDIO Active Noise Cancelling Headphones, 65 hours Playtime bluetooth Black.	7022300048	36.97	6,176.83
10E000	1205 4100 00 000000		EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/SUPPLIES			36.97	
10E000	1250 4100 00 430000		11WW74L37YXM	Rug replacement	7032300045	212.07	
10E000	1205 4100 00 000000		EDUCATION/DISTRICT OFFICE/TITLE I/SUPPLIES/TITLE I			212.07	
10E000	1205 4100 00 000000		13JY7TJN9N49	Credit Memo	7022300045	-56.03	
10E000	1205 4100 00 000000		EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/SUPPLIES			-56.03	
10E400	1110 4110 00 000000		14H7G6MFTD3Ka	PBIS	4002300018	419.01	
10E000	1205 4100 00 000000		EDUCATION/ROBINSON ELEMENTARY/ELEMENTARY/SUPPLIES			419.01	
10E000	1205 4100 00 000000		14L7PT3M6TPG	Lincoln Primary CD-Chew Necklaces for Sensory Kids Boys and Girls 6 Bands/ Sensory Kids 2PCS Silicone /Squishy Sensory Calm Down	7022300043	36.86	
10E000	1205 4100 00 000000		EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/SUPPLIES			36.86	
10E100	1110 4100 00 000000		14L7PY3M79PW	Heavy Duty Staples	1002300012	21.70	
10E000	2310 4100 00 000000		EDUCATION/EDISON ELEMENTARY/ELEMENTARY/SUPPLIES			21.70	
10E000	1205 4100 00 000000		169H9CDX3VLV	GW-CD Room- KVIDIO Active Noise Cancelling Haedphones, 65 Hr with Microphone	7022300046	36.97	
10E000	1205 4100 00 000000		EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/SUPPLIES			36.97	
10E000	2310 4100 00 000000		17G4CFWX4YVN	Credit Memo	7002300038	-1.63	
10E000	2310 4100 00 000000		EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S			-1.63	
10E000	2310 4100 00 000000		17HPLNTW4QFL	Credit Memo	7002300038	-2.21	
10E000	2310 4100 00 000000		EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S			-2.21	
			17MY77RRXC1R	paperclips whiteout binder	5002300041	53.94	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E500	1110 4100 00 000000			clips pencils EDUCATION/WASHINGTON MIDDLE SCHOOL/ELEMENTARY/SUPPLIES		53.94	
10E000	2310 4100 00 000000		1DG4L1NM4JWJ	Credit Memo EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S	7002300038	-0.50	-0.50
10E000	2310 4100 00 000000		1GG4CWHH7KPY	Office Supplies EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S	7002300039	84.88	84.88
10E600	1110 4100 00 000000		1GLDRQD66VWG	Bulletin Board for SPED hallway, supply closet items: manilla file folders, scotch tape, labels, circle reinforcement stickers, etc. EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/SUPPLIES	6002300010	236.95	236.95
10E200	1110 4100 00 000000		1H6CWCGH7TNJ	Office Supplies EDUCATION/HOME ELEMENTARY/ELEMENTARY/SUPPLIES	2002300011	319.89	319.89
10E600	1110 4100 00 000000		1J71JY9G3VMH	Sped self contained items, IAR incentives, supply closet items EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/SUPPLIES	6002300021	440.56	440.56
10E300	1110 4100 00 000000		1JGCN6PFDGP4	Art Supplies - Clay, markers, pipe cleaners, popsicle sticks, drawing paper, construction paper, etc. EDUCATION/LINCOLN ELEMENTARY/ELEMENTARY/SUPPLIES	3002300009	490.09	490.09
10E100	1110 4100 02 000000		1JPY1KHF9TPY	Art Supplies/Glue Sticks, Yarn, Markers, Foil, Crayons, Paint Refills, Wood Dolls, Masking Tape, Sharpies EDUCATION/EDISON ELEMENTARY/ELEMENTARY/SUPPLIES/ART	1002300011	662.59	662.59
			1KFH6XXJ4P	Lanyards for hall passes, supplies	6002300022	226.04	226.04

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E600	1110 4100 00 000000			for supply closet EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/SUPPLIES		226.04	
10E000	1205 4100 00 000000		1KFH6XXJ9N1W	HeadPhones	7022300044	36.97	
10E400	1110 4110 00 000000		1M11G6MFTD3K	Credit Memo	4002300018	-77.46	
10E300	1110 4100 00 000000		1MGKNJQ47RF6	Art Supplies - Clay, markers, pipe cleaners, popsicle sticks, drawing paper, construction paper, etc.	3002300009	25.84	
10E000	1205 4100 00 000000		1MT4QTP99JVD	Credit Memo	7022300045	-28.49	
10E000	1205 4100 00 000000		1MVJYFD9W644	Lincoln CD-Barnes, Fun-to-Know Puzzles: Numbers 1-20, Counting & Sets, 20/Fun-to-Know Puzzles: Uppercase & Lowercase 52 Puzzles Total/36PCS Counting Animals Matching Games/Dot Markers for Kids/Squishy Sensory Fidget/	7022300037	184.31	
10E000	1205 4100 00 000000		1NY46M7C3RCM	B3 Program at Lincoln School- Epson WorkForce ES-50/Crayola Construction Paper - 480ct (2 Pack), iPlay, iLearn Baby Musical Turtle Toy, SUNLAND Kids	3012300019	903.23	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E000	3000 4100 00 370501			Apron and Hat Set Children Chef Apron for Cooking Baking Painting/UPINS 2000 Pcs Black Wiggle Googly Eyes with Self-Adhesive,		903.23	
			1PRJ6LWF49LX	Credit Memo	7002300038	-0.97	
10E000	2310 4100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S		-0.97	
			1PRJ6LWF7313	Foam paper, stickers, tape supplies	7032300044	209.18	
10E000	1250 4100 00 430000			EDUCATION/DISTRICT OFFICE/TITLE I/SUPPLIES/TITLE I		209.18	
			1PVFG69R4Q9Y	Amazon order Bulletin board for Sped classrooms 5th Grade SUCCESS supplies for enrichment	6002300016	243.34	
10E600	1111 4100 00 000000			EDUCATION/COSTELLO ELEMENTARY/PHYSICAL EDUCATION/SUPPLI		243.34	
			1RNTPN6JPT	Costello Sped/ Ipad Pens (Psycs)/ Springloaded Scissors (Edison Prek) Numberline (Costello) Blue, Green Red, Otterbox for Ipad (Grotkowskis)	7022300045	203.64	
10E000	1205 4100 00 000000			EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/SUPPLIES		203.64	
			1TYFRKDD9N6Q	id covers, lanyards and markers	5002300048	280.71	
10E500	1110 4100 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/ELEMENTARY/SUPPLIES		280.71	
			1TYRRKDDCND	Attendance Tier 1 Incentives Amazon order	6002300020	106.68	
10E600	1110 4100 00 000000			EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/SUPPLIES		106.68	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			1VCLFKMXW3QL	Amazon order Bulletin board for Sped classrooms 5th Grade SUCCESS supplies for enrichment	6002300016	60.40	
10E600	1111 4100 00 000000			EDUCATION/COSTELLO ELEMENTARY/PHYSICAL EDUCATION/SUPPLI		60.40	
			1VRP3M76RKG	clothing rack	5002300049	119.80	
10E500	1110 4100 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/ELEMENTARY/SUPPLIES		119.80	
			1YHDT4PQ4Q37	Credit memo	7002300038	-1.68	
10E000	2310 4100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S		-1.68	
			1YHRMXGV44TW	Office Supplies for admin building	7002300038	693.18	
10E000	2310 4100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S		693.18	
95713	APPLE COMPUTER INC	02/20/2024	MA59657253	Apple - Apps and Books Credit for Education (credit to purchase Apple apps)	7042300041	3,300.00	3,300.00
10E000	2663 3100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/PRO		3,300.00	
95714	AT&T	02/20/2024	2399455805	Jan. 24' Statement	0	3,197.10	3,197.10
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		3,197.10	
95715	AT&T GLOBAL SERVICES	02/20/2024	SB298566	Costello Voice CPE Support	0	156.55	1,132.60
20E600	2540 3440 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		156.55	
			SB298567	Home Voice CPE Support	0	117.35	
20E200	2540 3440 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		117.35	
			SB298568	GWMS Voice CPE Support	0	378.09	
20E500	2540 3440 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		378.09	
			SB298569	Robinson Voice CPE Support	0	156.55	
20E400	2540 3440 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		156.55	
			SB298570	Lincoln Voice CPE Support	0	156.55	
20E300	2540 3440 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		156.55	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			SB298571	Edison Voice CPE Support	0	167.51	
20E100 2540 3440 00 000000				OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		167.51	
95716 BAILEY, LATASHA		02/20/2024	mileage 2624	Mileage	0	163.10	163.10
10E000 2330 3320 00 000000				EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		163.10	
95717 Baisden, Brandon		02/20/2024	mielage BB2624	Mileage	0	167.50	167.50
10E000 2330 3320 00 000000				EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		167.50	
95718 BAKER-TILLY,VIRCHOW,KRAUSE & C		02/20/2024	BT2666138	Progress Bill	0	3,000.00	3,000.00
10E000 2310 3170 00 000000				EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/A		3,000.00	
95719 BARNES, GABRIELLE		02/20/2024	exp reim 12123	Exp. reimbursement	0	108.94	108.94
10E300 1110 4100 00 000000				EDUCATION/LINCOLN ELEMENTARY/ELEMENTARY/SUPPLIES		108.94	
95720 BLUE CROSS BLUE SHIELD OF IL		02/20/2024	210869174417	Service 01.01.24-01.31.24	0	262,035.31	262,035.31
10L000 4867 0000 00 000000				EDUCATION/DISTRICT OFFICE/BCBS PPO Flex/.		262,035.31	
95721 BMO HARRIS COMMERCIAL CARD		02/20/2024	1793 2524	Jan 24' charges	0	10,716.31	10,716.31
10E000 2310 3100 00 000000				EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/P		3,097.52	
10E000 2310 4100 00 000000				EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S		951.53	
10E000 2320 3140 00 000000				EDUCATION/DISTRICT OFFICE/EXECUTIVE ADMINISTRATION SERV		429.00	
10E000 2642 3900 00 000000				EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		1,072.00	
10E000 2642 4100 00 000000				EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/SUPPLIES		5,166.26	
95722 BOB & JOHN'S MOBIL		02/20/2024	0132241	January Service	0	67.67	390.52
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		67.67	
			0132242	January Service	0	81.45	
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		81.45	
			0132248	January Service	0	33.58	
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		33.58	
			0132249	January Service	0	69.97	
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		69.97	
			0132254	January Service	0	68.03	
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		68.03	
			0132255	January Service	0	69.82	
20E000 2545 4640 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/VEHICLE SERVICING AND MAI		69.82	
95723 BRAINPOP		02/20/2024	US461466	Quote 00051244 BrainPOP License Renewal Active 9/13/2023-9/12/202	7032300031	13,068.00	13,068.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				4			
10E000	1250 3100 00 430000			EDUCATION/DISTRICT OFFICE/TITLE I/PROFESSIONAL AND TECH		13,068.00	
95724	BRITTEN SCHOOL	02/20/2024	16050	Jan 24' FA, CG	0	8,961.04	8,961.04
10E300	1912 6700 00 000000			EDUCATION/LINCOLN ELEMENTARY/OTHER LEA PRIVATE TUITION/		4,480.52	
10E400	1912 6700 00 000000			EDUCATION/ROBINSON ELEMENTARY/OTHER LEA PRIVATE TUITION		4,480.52	
95725	BUCKEYE CLEANING CENTERS	02/20/2024	90557075	Lincoln supplies	0	548.60	548.60
20E300	2540 4100 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		548.60	
95726	CARMONA, SOFIA	02/20/2024	mileage SC2824	Mileage	0	52.17	52.17
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		52.17	
95727	CASE LOTS INC	02/20/2024	22265	Home Supplies	0	1,498.25	2,406.50
20E200	2540 4100 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		1,498.25	
			22306	Edison Supplies	0	908.25	
20E100	2540 4100 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		908.25	
95728	CHICAGO METROPOLITAN FIRE PREV	02/20/2024	IN00425958	GWMS-Qtrly Monitoring	0	126.00	1,002.00
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		126.00	
			IN00426599	Admin-Qtrly Monitoring	0	120.00	
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		120.00	
			IN00426600	Shop - BA Monitoring	0	126.00	
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		126.00	
			IN00426601	Costello- Qtrly Monito	0	126.00	
20E600	2540 3230 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		126.00	
			IN00426602	Robinson-Qtrly Monitor	0	126.00	
20E400	2540 3230 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		126.00	
			IN00426603	Edison-Qtrly Monitorin	0	126.00	
20E100	2540 3230 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		126.00	
			IN00426604	Home-Qtrly Monitoring	0	126.00	
20E200	2540 3230 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		126.00	
			IN00426605	Lincoln- Qtrly Monitor	0	126.00	
20E300	2540 3230 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		126.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95729	CIT	02/20/2024	44087196	Docuware Jan 24'	0	2,731.25	2,731.25
10E000	2520 3900 00 000000			EDUCATION/DISTRICT OFFICE/FISCAL SERVICES/OTHER PURCHAS		2,731.25	
95730	CITY SOCIAL MARKETING SOLUTION	02/20/2024	1233	Feb 24' Communication	0	7,500.00	7,500.00
10E000	2663 3900 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/OTH		7,500.00	
95731	COMCAST CABLE	02/20/2024	6742 012224	GWMS 02.01.24-02.29.24	0	272.39	272.39
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		272.39	
95732	CONNOR & GALLAGHER INS. SERVIC	02/20/2024	3792	2024 ACAF Reporting	0	500.00	500.00
80E000	2371 3800 00 000000			TORT FUND/DISTRICT OFFICE/PROP & LIAB INS/INSURANCE		500.00	
95733	Cordogan Clark & Assoc., Inc.	02/20/2024	23321	CCCS Bidding Mgmt	0	56,073.26	56,073.26
60E000	2540 5400 00 499802			CAP PROJ/DISTRICT OFFICE/OPERATION AND MAINTENANCE OF P		29,211.00	
60E000	2540 5400 00 499803			CAP PROJ/DISTRICT OFFICE/OPERATION AND MAINTENANCE OF P		26,862.26	
95734	CORRECT MONITORING SERVICES	02/20/2024	M12165-24-1	Qtly fire alarm monitoring	0	750.00	750.00
20E400	2546 3230 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/SECURITY SERVICES/REP		150.00	
20E500	2546 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/SECURITY SERVICE		300.00	
20E600	2546 3230 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/SECURITY SERVICES/REP		150.00	
20E000	2546 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/SECURITY SERVICES/REPAIR		150.00	
95735	Curious Little Minds, LLC	02/20/2024	Jan 12024	December billable hour	0	300.00	300.00
10E000	3000 3100 00 370501			EDUCATION/DISTRICT OFFICE/COMMUNITY SERVICES/PROFESSION		300.00	
95736	CURRICULUM ASSOCIATES INC	02/20/2024	10007269	ELlevation Strategies online EL support	7002300041	10,976.00	11,345.60
10E000	2210 3100 00 490900			EDUCATION/DISTRICT OFFICE/IMPROVEMENT OF INSTRUCTION SE		10,976.00	
			90803151	iReady Spanish student math books for GW	7002300042	369.60	
10E000	1801 4100 00 490900			EDUCATION/DISTRICT OFFICE/ESL LIPLES/SUPPLIES/LIPLES		369.60	
95737	DAKINS SR, JOSHUA	02/20/2024	mileage JD020123	Mileage	0	163.00	163.00
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		163.00	
95738	DEMCO INC	02/20/2024	7425032	Library Supplies	2002300012	115.50	115.50
10E200	2220 4100 00 000000			EDUCATION/HOME ELEMENTARY/EDUCATIONAL MEDIA SERVICES/SU		115.50	
95739	DIRECT ENERGY SERVICES	02/20/2024	240230053533762	Service 12.18.23-01.19.24	0	25,259.75	25,259.75
20E100	2540 4660 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		2,375.51	
20E200	2540 4660 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		4,139.02	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E300	2540 4660 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		3,292.20	
20E400	2540 4660 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		3,157.81	
20E500	2540 4660 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		8,536.41	
20E600	2540 4660 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		3,455.35	
20E000	2540 4660 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		303.45	
95740	EASTER SEALS METROPOLITAN CHIC	02/20/2024	28499	RH July 23	0	289.32	17,155.94
10E400	1912 6700 00 000000			EDUCATION/ROBINSON ELEMENTARY/OTHER LEA PRIVATE TUITION		289.32	
			29251	EP, KU Jan 24	0	12,454.37	
10E100	1912 6700 00 000000			EDUCATION/EDISON ELEMENTARY/OTHER LEA PRIVATE TUITION/T		7,453.82	
10E500	1912 6700 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/OTHER LEA PRIVATE TU		5,000.55	
			29269	RH Jan 24	0	4,412.25	
10E400	1912 6700 00 000000			EDUCATION/ROBINSON ELEMENTARY/OTHER LEA PRIVATE TUITION		4,412.25	
95741	Elior, Inc.	02/20/2024	INV1900033730	January 24'	0	41,899.85	41,899.85
10E100	2560 3150 00 000000			EDUCATION/EDISON ELEMENTARY/FOOD SERVICES/FOOD - CONTRA		5,656.47	
10E200	2560 3150 00 000000			EDUCATION/HOME ELEMENTARY/FOOD SERVICES/FOOD - CONTRACT		5,614.57	
10E300	2560 3150 00 000000			EDUCATION/LINCOLN ELEMENTARY/FOOD SERVICES/FOOD - CONTR		7,248.71	
10E400	2560 3150 00 000000			EDUCATION/ROBINSON ELEMENTARY/FOOD SERVICES/FOOD - CONT		5,405.08	
10E500	2560 3150 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/FOOD SERVICES/FOOD -		14,413.54	
10E600	2560 3150 00 000000			EDUCATION/COSTELLO ELEMENTARY/FOOD SERVICES/FOOD - CONT		3,561.48	
95742	FIRST STUDENT HODGKINS	02/20/2024	203257	GWMS Sports	0	186.30	3,986.23
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			203271	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			203295	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			205600	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			205603	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			209348	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			211511	GGWMS Band	0	292.74	
40E500	2550 3320 00 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		292.74	
			211515	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
			213815	GWMS Sports	0	186.30	
40E500	2550 3320 01 000000			TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
40E500	2550 3320 01 000000		213835	GWMS Sports	0	186.30	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
40E500	2550 3320 01 000000		215016	GWMS Sports	0	186.30	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
40E500	2550 3320 01 000000		215098	GWMS Sports	0	234.24	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		234.24	
40E500	2550 3320 01 000000		217672	GWMS Sports	0	186.30	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
40E500	2550 3320 01 000000		217694	GWMS Sports	0	186.30	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		186.30	
40E500	2550 3320 01 000000		400653	GWMS Basketball	0	219.07	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		219.07	
40E500	2550 3320 01 000000		400671	GWMS Basketball	0	219.07	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		219.07	
40E500	2550 3320 00 000000		405326	GWMS Band	0	344.24	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		344.24	
40E500	2550 3320 00 000000		405334	GWMS Choir	0	441.27	
				TRANSPORTION/WASHINGTON MIDDLE SCHOOL/PUPIL TRANSPORTAT		441.27	
95743	FLEXIBLE BENEFITS SERVICE CORP	02/20/2024	778845923177	FSA 02.08.24	0	76.50	76.50
10E000	1110 2940 00 000000			EDUCATION/DISTRICT OFFICE/ELEMENTARY		76.50	
95744	FOLLETT SCHOOL SOLUTIONS, LLC	02/20/2024	1532389	Quote 7706427 Destiny TitlePeek Online Service Renewal 1//1/24-12/31/24	7032300042	5,880.60	6,782.23
10E000	1250 4100 00 430000			EDUCATION/DISTRICT OFFICE/TITLE I/SUPPLIES/TITLE I		5,880.60	
10E200	2220 4100 00 000000		329089	Library Books	2002300013	603.51	
				EDUCATION/HOME ELEMENTARY/EDUCATIONAL MEDIA SERVICES/SU		603.51	
10E200	2220 4100 00 000000		329089F	Library Books	2002300013	298.12	
				EDUCATION/HOME ELEMENTARY/EDUCATIONAL MEDIA SERVICES/SU		298.12	
95745	G & O THERMAL SUPPLY COMPANY	02/20/2024	5108429-00	GWMS	0	369.81	1,063.17
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		369.81	
20E200	2540 3230 00 000000		5108434-00	Home	0	259.96	
				OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		259.96	
			5108467-00	GWMS	0	433.40	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		433.40	
95746	GALVAN, JENNIFER	02/20/2024	MTL 53551 JG	MTL 535-51 Tuition Reimbursement	0	600.00	600.00
10E500	1110 2300 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/ELEMENTARY/TUITION R		600.00	
95747	GARCIA, MANDY	02/20/2024	ED474 MG	ED474 Tuition Reimbursement	0	600.00	1,200.00
10E600	1110 2300 00 000000			EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/TUITION REIMBU		600.00	
			ED475 MG	ED475 Tuition Reimbursement	0	600.00	
10E600	1110 2300 00 000000			EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/TUITION REIMBU		600.00	
95748	GIANT STEPS	02/20/2024	103-0124E	ED HH Jan 24'	0	9,669.24	9,773.24
10E500	1912 6700 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/OTHER LEA PRIVATE TU		9,669.24	
			103-1223EF	HH Dec. Lunch	0	104.00	
10E500	1912 6700 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/OTHER LEA PRIVATE TU		104.00	
95749	GILL, DONNA M	02/20/2024	mileage DG13124	Mileage	0	76.51	76.51
10E000	1110 3320 00 000000			EDUCATION/DISTRICT OFFICE/ELEMENTARY/TRAVEL		76.51	
95750	GLOBAL WATER TECHNOLOGY	02/20/2024	106105	Feb 24' water treatment	0	350.60	350.60
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		350.60	
95751	GMF CONTRACTORS EQUIPMENT	02/20/2024	63951	District-parts	0	20.79	110.74
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		20.79	
			63952	Snow Blower parts	0	89.95	
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		89.95	
95752	GOPHER SPORT	02/20/2024	IN346957	PE Supplies/Mats, Batting Tee, Inflator/Deflator, Inflation Needles, Poles & Paddles, Shuttlecocks	1002300009	2,574.26	2,574.26
10E100	1111 4120 00 000000			EDUCATION/EDISON ELEMENTARY/PHYSICAL EDUCATION		2,574.26	
95753	GRAND PRAIRIE TRANSIT	02/20/2024	RTINV1006405	Dec 23' Transportation	0	99,232.14	207,695.27
40E000	2550 3310 00 000000			TRANSPORTION/DISTRICT OFFICE/PUPIL TRANSPORTATION SERVI		99,232.14	
			RTINV1006432	Jan 24' Transportation	0	108,463.13	
40E000	2550 3310 00 000000			TRANSPORTION/DISTRICT OFFICE/PUPIL TRANSPORTATION SERVI		108,463.13	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95754	GreatAmerica Financial Service	02/20/2024	35891886	Feb 24 Copy/Print lease	0	10,719.56	10,719.56
10E000	2663 3230 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/REP		10,719.56	
95755	GROOT, INC. A WASTE CONNECTION	02/20/2024	12009494T098	Home Feb 24'	0	690.65	6,903.65
20E200	2540 3210 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		690.65	
			12009495T098	Edison- Feb 24'	0	1,418.22	
20E100	2540 3210 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		1,418.22	
			12009496T098	Robinson Feb 24'	0	978.73	
20E400	2540 3210 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		978.73	
			12009497T098	Lincoln Feb 24'	0	1,198.36	
20E300	2540 3210 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		1,198.36	
			12009498T098	Costello Feb 24'	0	1,161.20	
20E600	2540 3210 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		1,161.20	
			12009499T098	GWMS Feb 24'	0	1,456.49	
20E500	2540 3210 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		1,456.49	
95756	GUARDIAN - ALTERNATE FUNDED	02/20/2024	469383 020224	Period Ending 01.31.24	0	35,995.70	35,995.70
10L000	4865 0000 00 000000			EDUCATION/DISTRICT OFFICE/Guardian Flex Dental/.		35,995.70	
95757	GUARDIAN -BILL ID 0001094522	02/20/2024	1094522 12424	Period End 01.31.24	0	15,712.29	15,712.29
10E000	1110 2210 00 000000			EDUCATION/DISTRICT OFFICE/ELEMENTARY/INSTRUCTION LIFE I		9,350.28	
10L000	4865 0000 00 000000			EDUCATION/DISTRICT OFFICE/Guardian Flex Dental/.		5,089.80	
20L000	4865 0000 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/Guardian Flex Dental/.		1,075.07	
10L000	4990 0000 00 000000			EDUCATION/DISTRICT OFFICE/OTHER CURRENT LIABILITIES/.		197.14	
95758	HARLEM PLUMBING SUPPLY	02/20/2024	81846	Lincoln	0	35.85	35.85
20E300	2540 3230 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		35.85	
95759	HAYES MECHANICAL LLC	02/20/2024	39425	Edison boiler	0	800.20	1,726.95
20E100	2540 3230 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		800.20	
			39452	GWMS boiler pump	0	649.00	
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		649.00	
			40377	Costello- blower motor	0	277.75	
20E600	2540 3230 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		277.75	
95760	Helm Service	02/20/2024	CHI194937	GWMS- No heat	0	5,071.50	5,071.50
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		5,071.50	
95761	HOME DEPOT PRO	02/20/2024	787052661	District - door	7012300038	72.98	787.46

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E000	2540 4100 00 000000			lock, emergency lights		72.98	
			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE				
			787052679	Edison - toilet	7012300054	714.48	
				paper, paper towels			
20E100	2540 4100 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		714.48	
95762	IL MTSS Network	02/20/2024	MTS000080	Coaching	0	31,898.50	31,898.50
10E000	1110 3100 00 000000			EDUCATION/DISTRICT OFFICE/ELEMENTARY/PROFESSIONAL AND T		31,898.50	
95763	ILLINOIS PRINCIPAL ASSOCIATION	02/20/2024	440746	School Leader Evaluation Academy Workshop - Rivera and Lawler	7002300040	363.00	363.00
10E000	2310 3120 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/P		363.00	
95764	ILLINOIS STATE POLICE/BUREAU O	02/20/2024	20240101388	Jan 24' background checks	0	141.25	141.25
10E000	2310 3100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/P		141.25	
95765	Impact Networking, LLC	02/20/2024	3151039	Toner	0	19.50	357.83
10E000	2663 4100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/SUP		19.50	
			3151042	Staples	0	66.34	
10E000	2663 4100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/SUP		66.34	
			3151043	Staples	0	132.68	
10E000	2663 4100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/SUP		132.68	
			3151540	Toner	0	139.31	
10E000	2663 4100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/SUP		139.31	
95766	INTERPRENET, LTD	02/20/2024	135987	IEP Meeting - Vietnamese	0	238.76	417.78
10E000	4120 3040 00 000000			EDUCATION/DISTRICT OFFICE/PAYMENTS FOR SPECIAL EDUCATIO		238.76	
			136485	IEP MEETING - SPANISH	0	179.02	
10E000	4120 3040 00 000000			EDUCATION/DISTRICT OFFICE/PAYMENTS FOR SPECIAL EDUCATIO		179.02	
95767	ISCORP	02/20/2024	0737285	March 24 hosting svcs	0	1,036.80	1,036.80
10E000	2663 4700 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/SOF		1,036.80	
95768	JAMROSE, CHRISTOPHER	02/20/2024	mileage CJ2224	Mileage	0	157.45	157.45
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		157.45	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95769	JOHNSON CONTROLS SECURITY SOLU	02/20/2024	39726367	Edison Quarterly Billing	0	438.73	1,035.35
20E100	2546 3230 00 000000		OP, BLDG,MAIN/EDISON ELEMENTARY/SECURITY SERVICES/REPAI			438.73	
			39726368	Lincoln Quarterly Bill	0	241.73	
20E300	2546 3230 00 000000		OP, BLDG,MAIN/LINCOLN ELEMENTARY/SECURITY SERVICES/REPA			241.73	
			39726369	Home Quarterly Billing	0	354.89	
20E200	2546 3230 00 000000		OP, BLDG,MAIN/HOME ELEMENTARY/SECURITY SERVICES/REPAIR			354.89	
95770	KACZKA, JASMINE	02/20/2024	5853 JK	5853 Tuition Reimbursement	0	475.00	475.00
10E600	1110 2300 00 000000		EDUCATION/COSTELLO ELEMENTARY/ELEMENTARY/TUITION REIMBU			475.00	
95771	KAMI	02/20/2024	228848	Quote P66132 GWMS Kami license renewal eff 12/1/23-12/1/24 License Key 0809-5789-7460	7032300040	3,240.00	3,240.00
10E000	1250 4100 00 430000		EDUCATION/DISTRICT OFFICE/TITLE I/SUPPLIES/TITLE I			3,240.00	
95772	KELLY SERVICES, INC.	02/20/2024	891961	W.E. 01.14.24	0	19,353.40	67,195.90
10E000	2642 3900 00 000000		EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS			19,353.40	
			894954	W.E. 01.21.24	0	18,862.63	
10E000	2642 3900 00 000000		EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS			18,862.63	
			901000	W.E. 02.04.24	0	28,979.87	
10E000	2642 3900 00 000000		EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS			28,979.87	
95773	LADSE-LAGRANGE AREA DEPT OF SP	02/20/2024	FY24-100-103IDEA-APS	Assessment-IDEA	0	604,637.00	604,637.00
10E000	4120 3040 00 000000		EDUCATION/DISTRICT OFFICE/PAYMENTS FOR SPECIAL EDUCATIO			604,637.00	
95774	Landking Ecogreen Environmenta	02/20/2024	0200255	Lincoln - toilet paper, paper towels	7012300056	754.50	754.50
20E300	2540 4100 00 000000		OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA			754.50	
95775	LEANOS, HILLARY	02/20/2024	exp. reim HL	Exp. reimbursement	0	16.77	16.77
10E200	2560 3150 00 000000		EDUCATION/HOME ELEMENTARY/FOOD SERVICES/FOOD - CONTRACT			16.77	
95776	Little Friends, Inc.	02/20/2024	156998	JP- Jan 24 tuition	0	4,447.03	4,447.03
10E300	1912 6700 00 000000		EDUCATION/LINCOLN ELEMENTARY/OTHER LEA PRIVATE TUITION/			4,447.03	
95777	LOPEZ, BETSY	02/20/2024	exp reim BL 12224	Exp.	0	16.43	77.87

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				reimbursement			
10E000	3000 4100 00 370501			EDUCATION/DISTRICT OFFICE/COMMUNITY SERVICES/SUPPLIES/P		16.43	
			mileage BL11724	Mileage	0	61.44	
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		61.44	
95778	LYONS POLICE DEPARTMENT	02/20/2024	LP 21524	Mthly SOR Feb. 24'	0	6,500.00	6,500.00
80E000	2365 1000 00 000000			TORT FUND/DISTRICT OFFICE/RISK MANAGEMENT/SALARIES		6,500.00	
95779	Matias, Cindy	02/20/2024	exp. CM 2724	Expense	0	100.00	492.46
				Reimbursement			
10E000	3000 3100 00 370501			EDUCATION/DISTRICT OFFICE/COMMUNITY SERVICES/PROFESSION		100.00	
			exp. reim CM013124	Exp. Reimbursement CPR training	0	300.00	
10E000	3000 3100 00 370501			EDUCATION/DISTRICT OFFICE/COMMUNITY SERVICES/PROFESSION		300.00	
			mileage CM 011924	Mileage	0	92.46	
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		92.46	
95780	MENARDS-FRONT END MANAGER	02/20/2024	34092	Heaters	0	449.90	869.73
20E200	2540 4100 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		199.96	
20E400	2540 4100 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		79.98	
20E000	2540 4100 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		169.96	
			34398	Costello	0	99.99	
20E600	2540 4100 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		99.99	
			34718	Shop	0	143.20	
20E000	2540 4100 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		143.20	
			34833	District - ceiling tiles	0	176.64	
20E000	2540 4100 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		176.64	
95781	MENTA ACADEMY HILLSIDE	02/20/2024	SESINV-034759	MS Jan 24' tuition	0	3,766.69	6,938.04
10E600	1912 6700 00 000000			EDUCATION/COSTELLO ELEMENTARY/OTHER LEA PRIVATE TUITION		3,766.69	
			SESINV-034869	MM Jan 24' tuition	0	3,171.35	
10E500	1912 6700 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/OTHER LEA PRIVATE TU		3,171.35	
95782	MINUTEMAN PRESS OF LYONS	02/20/2024	45740	Detention slips, Minuteman Press	5002300043	180.29	180.29
10E500	1110 4100 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/ELEMENTARY/SUPPLIES		180.29	
95783	MLPLUMBING,LLC dbaDELL PLUMBIN	02/20/2024	003219	GWMS	0	936.88	936.88

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		936.88	
95784	NICOR GAS	02/20/2024	30067700002 1824	Home 12.04.23-01.03.24	0	2,056.08	31,505.04
20E200	2540 4650 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		2,056.08	
			41174700009 1824	Edison 12.04.23-01.04.24	0	4,402.87	
20E100	2540 4650 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		4,402.87	
			41400800003 12324	Lincoln 12.19.23-01.19.24	0	5,259.55	
20E300	2540 4650 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		5,259.55	
			46930800001 12624	Robinson 12.22.23-01.23.24	0	3,677.03	
20E400	2540 4650 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		3,677.03	
			62030800007 12524	Legion 12.21.23-01.23.24	0	118.64	
20E000	2540 4650 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		118.64	
			72030800006 12424	Board of Ed 12.19.23-01.19.24	0	1,812.38	
20E000	2540 4650 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		1,812.38	
			74981782589 12524	Costello 12.21.23-01.23.24	0	3,897.98	
20E600	2540 4650 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		3,897.98	
			82030800005 012524	GWMS 12.21.23-01.23.24	0	9,948.97	
20E500	2540 4650 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		9,948.97	
			92030800004 12524	Annex 12.21.23-01.23.24	0	331.54	
20E500	2540 4650 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		331.54	
95785	Novys Windows, Doors & Siding,	02/20/2024	061323 N	Lincoln Window	0	2,040.00	2,040.00
20E300	2540 3230 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		2,040.00	
95786	Oconnor, Patricia	02/20/2024	021424 pay	Feb. 24' Billing	0	3,783.50	3,783.50
10E000	2520 3900 00 000000			EDUCATION/DISTRICT OFFICE/FISCAL SERVICES/OTHER PURCHAS		3,783.50	
95787	ODELSON & STERK, LTD.	02/20/2024	38843	Svcs thru 01.31.24	0	9,679.81	9,679.81
10E000	2310 3180 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/L		9,679.81	
95788	Peerless Network, Inc.	02/20/2024	43430	02.01.24-02.29.24	0	4,011.86	4,011.86
20E100	2540 3440 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		182.08	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E200	2540 3440 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		1.24	
20E300	2540 3440 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		134.72	
20E400	2540 3440 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		-105.85	
20E500	2540 3440 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		-26.04	
20E600	2540 3440 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		172.91	
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		3,652.80	
95789	People Transportation Company	02/20/2024	22628	Jan 24 XC DR cab	0	2,035.30	2,035.30
40E000	2550 3310 00 000000			TRANSPORTION/DISTRICT OFFICE/PUPIL TRANSPORTATION SERVI		2,035.30	
95790	ProCare Therapy	02/20/2024	20859046	W.E. 01.12.24	0	3,776.25	14,606.25
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		3,776.25	
			20864916	W.E. 01.19.24	0	3,230.00	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		3,230.00	
			20869416	W.E. 01.26.24	0	3,800.00	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		3,800.00	
			20877591	W.E. 02.02.24	0	3,800.00	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		3,800.00	
95791	Professional Pest Control, Inc	02/20/2024	18036	January 24' billing	0	420.00	420.00
20E100	2540 3230 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		60.00	
20E200	2540 3230 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		55.00	
20E300	2540 3230 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		70.00	
20E400	2540 3230 00 000000			OP, BLDG,MAIN/ROBINSON ELEMENTARY/OPERATION AND MAINTEN		60.00	
20E500	2540 3230 00 000000			OP, BLDG,MAIN/WASHINGTON MIDDLE SCHOOL/OPERATION AND MA		75.00	
20E600	2540 3230 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		60.00	
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		40.00	
95792	PURCHASE POWER	02/20/2024	10971327 011924	Purchase Power Postage	0	206.88	206.88
10E000	2310 3400 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/C		206.88	
95793	QUALITY NETWORK SOLUTIONS, INC	02/20/2024	70182	February 24' monthly service	0	25,605.75	28,195.21
10E000	2663 3100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/PRO		25,605.75	
			73393	Duracell 3V Lithium Battery (Costello Server Room)	6002300018	5.99	
10E600	2663 3240 00 000000			EDUCATION/COSTELLO ELEMENTARY/TECH PROGRAMMING SERVICES		5.99	
			73440	Epson BrighLink 725Wi Laser Interactive LCD Projector	7042300045	2,044.47	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				(Costello Rm 118)			
10E600	2663 5400 00 000000			EDUCATION/COSTELLO ELEMENTARY/TECH PROGRAMMING SERVICES		2,044.47	
			73487	Monthly VoiP Phone Charges	0	539.00	
10E000	2663 3100 00 000000			EDUCATION/DISTRICT OFFICE/TECH PROGRAMMING SERVICES/PRO		539.00	
95794	QUINLAN & FABISH MUSIC CO	02/20/2024	15086475	GWMS Music	0	27.00	231.98
10E500	1590 3230 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/MUSIC INSTRUMENTAL/R		27.00	
			15123167	GWMS Music	0	85.98	
10E500	1590 3230 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/MUSIC INSTRUMENTAL/R		85.98	
			15131619	GWMS Music	0	72.00	
10E500	1590 3230 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/MUSIC INSTRUMENTAL/R		72.00	
			15185519	GWMS Music	0	15.00	
10E500	1590 3230 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/MUSIC INSTRUMENTAL/R		15.00	
			15206248	GWMS Music	0	32.00	
10E500	1590 3230 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/MUSIC INSTRUMENTAL/R		32.00	
95795	RIVERA, KRISTOPHER	02/20/2024	mileage KR 2624	Mileage	0	161.14	161.14
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		161.14	
95796	ROBERTSON, ANNA	02/20/2024	MSED663A AR	MSED-663A Tuition Reimbursement	0	600.00	600.00
10E400	1110 2300 00 000000			EDUCATION/ROBINSON ELEMENTARY/ELEMENTARY/TUITION REIMBU		600.00	
95797	RUSSO POWER EQUIPMENT	02/20/2024	SPI20498887	Snow Plow	0	169.42	1,484.16
20E000	2540 4100 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		169.42	
			SPI20503202	Ice Melt	0	1,314.74	
20E000	2540 4100 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		1,314.74	
95798	SAM'S CLUB DIRECT	02/20/2024	437979636 12024	01.20.24 statement	0	717.40	717.40
10E000	2310 4100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/S		413.72	
10E000	2642 4100 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/SUPPLIES		303.68	
95799	SASED	02/20/2024	1002400373	Tuition Prebill	0	51,521.54	51,521.54
10E000	4120 3040 00 000000			EDUCATION/DISTRICT OFFICE/PAYMENTS FOR SPECIAL EDUCATIO		51,521.54	
95800	School Business Management Ser	02/20/2024	103-01-24	Jan 24' Billing	0	10,687.50	10,687.50
10E000	2310 3100 00 000000			EDUCATION/DISTRICT OFFICE/BOARD OF EDUCATION SERVICES/P		10,687.50	
95801	SCHURE, Allen	02/20/2024	11823 AS	GWMS Girls Volleyball	0	70.00	70.00
10E500	1501 3190 00 000105			EDUCATION/WASHINGTON MIDDLE SCHOOL/CO-CURRICULAR/OTHER		70.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95802	SEAL OF ILLINOIS	02/20/2024	12118	Tuition Nov 23' AD	0	4,829.53	8,522.70
10E300	1912 6700 00 000000			EDUCATION/LINCOLN ELEMENTARY/OTHER LEA PRIVATE TUITION/		4,829.53	
			12254	Tuition Jan 24' AD	0	3,693.17	
10E300	1912 6700 00 000000			EDUCATION/LINCOLN ELEMENTARY/OTHER LEA PRIVATE TUITION/		3,693.17	
95803	SEAL SOUTH, INC	02/20/2024	8371	Tuition Jan 24 JT	0	3,704.74	3,704.74
10E600	1912 6700 00 000000			EDUCATION/COSTELLO ELEMENTARY/OTHER LEA PRIVATE TUITION		3,704.74	
95804	SILVA, THERESA L	02/20/2024	exp reim. TS 2624	Expense Reimbursement	0	164.82	164.82
10E300	1110 3320 00 000000			EDUCATION/LINCOLN ELEMENTARY/ELEMENTARY/TRAVEL		164.82	
95805	SOARING EAGLE ACADEMY	02/20/2024	22599	Dec 23' tuition KM, WV	0	22,469.07	22,469.07
10E200	1912 6700 00 000000			EDUCATION/HOME ELEMENTARY/OTHER LEA PRIVATE TUITION/TUI		7,489.69	
10E500	1912 6700 00 000000			EDUCATION/WASHINGTON MIDDLE SCHOOL/OTHER LEA PRIVATE TU		14,979.38	
95806	Sunbelt Staffing, LLC	02/20/2024	20852074	W.E. 01.06.23	0	270.00	16,882.50
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		270.00	
			20858579	W.E. 01/13.24	0	2,902.50	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		2,902.50	
			20863613	W.E. 01.20.24	0	1,170.00	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		1,170.00	
			20871810	W.E. 01.27.24	0	5,647.50	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		5,647.50	
			20878977	W.E. 02.03.24	0	6,892.50	
10E000	2642 3900 00 000000			EDUCATION/DISTRICT OFFICE/HUMAN RESOURCES/OTHER PURCHAS		6,892.50	
95807	SWEETWATER SOUND INC.	02/20/2024	39583357	Casio Casiotone CT=S200 Keyboards	2002300009	417.00	857.19
10E200	1110 7400 00 000000			EDUCATION/HOME ELEMENTARY/ELEMENTARY/EQUIP NON-CAP (501-		417.00	
			39607160	Music Supplies/Keyboards	1002300010	440.19	
10E100	1110 4100 12 000000			EDUCATION/EDISON ELEMENTARY/ELEMENTARY/SUPPLIES/MUSIC		440.19	
95808	T-MOBILE	02/20/2024	972033599 12124	12.21.23-01.20.24 Hotspots	0	150.00	150.00
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		150.00	
95809	THE CENTER: RESOURCES FOR TEAC	02/20/2024	32216	Multilingual 23 conference	0	370.00	370.00
10E000	2210 3100 00 490900			EDUCATION/DISTRICT OFFICE/IMPROVEMENT OF INSTRUCTION SE		370.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95810	THOMSON REUTERS - WEST	02/20/2024	849693939	Feb 24' online subscription	0	679.64	679.64
10E000	1205 3160 00 000000			EDUCATION/DISTRICT OFFICE/LEARNING DISABLED/DATA PROCES		679.64	
95811	USI EDUCATION & GOVERNMENT SAL	02/20/2024	0397537501017	Laminating film	3002300015	548.40	548.40
10E300	1110 4100 00 000000			EDUCATION/LINCOLN ELEMENTARY/ELEMENTARY/SUPPLIES		548.40	
95812	VANDER PLOEG, GUADALUPE	02/20/2024	1124 GV	Travel	0	426.10	852.20
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		426.10	
			2124 GV	Travel	0	426.10	
10E000	2330 3320 00 000000			EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S		426.10	
95813	VERIZON WIRELESS	02/20/2024	9954971797	Billing 12.24.23-01.23.24	0	1,101.36	1,101.36
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		1,101.36	
95814	VERN'S AUTO SERVICE	02/20/2024	6834	Transmission	0	969.00	969.00
20E000	2540 3230 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		969.00	
95815	VILLAGE OF LYONS	02/20/2024	Costello 24 license	Costello 2024 License	0	450.00	1,350.00
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		100.00	
10E000	2560 3260 00 000000			EDUCATION/DISTRICT OFFICE/FOOD SERVICES/LICENSE RENEWAL		150.00	
20E300	2540 1120 00 000000			OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		200.00	
			GWMS 24' license	GWMS 24' village license	0	450.00	
20E000	2540 3200 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		200.00	
20E000	2540 3440 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		100.00	
10E000	2560 3260 00 000000			EDUCATION/DISTRICT OFFICE/FOOD SERVICES/LICENSE RENEWAL		150.00	
			Robinson village 24	Robinson 2024 village	0	450.00	
10E000	2540 5000 00 000000			EDUCATION/DISTRICT OFFICE/OPERATION AND MAINTENANCE OF		100.00	
20E000	2540 3200 00 000000			OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		200.00	
10E000	2560 3260 00 000000			EDUCATION/DISTRICT OFFICE/FOOD SERVICES/LICENSE RENEWAL		150.00	
95816	VILLAGE OF LYONS WATER DEPARTM	02/20/2024	13293 13124	Costello Svc 11.16.23-01.15.24	0	734.40	734.40
20E600	2540 3700 00 000000			OP, BLDG,MAIN/COSTELLO ELEMENTARY/OPERATION AND MAINTEN		734.40	
95817	VILLAGE OF STICKNEY WATER DEPT	02/20/2024	101878 13124	Home- 12.13.23-01.08.24	0	191.36	467.46
20E200	2540 3700 00 000000			OP, BLDG,MAIN/HOME ELEMENTARY/OPERATION AND MAINTENANCE		191.36	
			101884 13124	Edison- 12.13.23-01.10.24	0	276.10	
20E100	2540 3700 00 000000			OP, BLDG,MAIN/EDISON ELEMENTARY/OPERATION AND MAINTENAN		276.10	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
95818	VILLAGE OF BROOKFIELD	02/20/2024	400067001 2624	Lincoln reading 01.31.24	0	484.30	484.30
20E300 2540 3700 00 000000				OP, BLDG,MAIN/LINCOLN ELEMENTARY/OPERATION AND MAINTENA		484.30	
95819	WEST, KIMBERLY K	02/20/2024	exp KM 21524	Expense Reimbursement	0	19.44	527.36
10E000 3000 3100 00 370501				EDUCATION/DISTRICT OFFICE/COMMUNITY SERVICES/PROFESSION		19.44	
10E000 2330 3320 00 000000				mileage KW 21524 EDUCATION/DISTRICT OFFICE/SPECIAL AREA ADMINISTRATION S	0	507.92	507.92
95820	WILSON LANGUAGE	02/20/2024	INV48088	Wilson Fundation teacher kits	7002300028	1,414.80	1,414.80
10E000 2210 4100 00 490900				EDUCATION/DISTRICT OFFICE/IMPROVEMENT OF INSTRUCTION SE		1,414.80	
95821	YURITZY 2 INC	02/20/2024	15948	Salt- District	0	2,600.00	2,600.00
20E000 2540 4100 00 000000				OP, BLDG,MAIN/DISTRICT OFFICE/OPERATION AND MAINTENANCE		2,600.00	
			111	Computer	Check(s) For a Total of		1,751,019.96

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	111	Computer	Checks For a Total of	1,751,019.96
Total For	111	Manual, Wire Tran, ACH & Computer	Checks	1,751,019.96
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,751,019.96

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION	303,317.95	0.00	1,068,463.46	1,371,781.41
20	OP, BLDG,MAIN	1,075.07	0.00	101,373.42	102,448.49
40	TRANSPORTION	0.00	0.00	213,716.80	213,716.80
60	CAP PROJ	0.00	0.00	56,073.26	56,073.26
80	TORT FUND	0.00	0.00	7,000.00	7,000.00

GENERAL FUND

Totals for All Accounts

Costello Elementary School

Account #

			\$15,449.75
8/9/2023	Deposit (VanGogh Spring 2023)	221.36	\$15,671.11
8/14/2023	1128 Jamrose (reim open house luncheon)	319	\$15,352.11
9/26/2023	1129 Migala (reim bulletin board photos)	33.5	\$15,318.61
10/24/2023	1130 Migala (reim classroom lunch baskets)	8	\$15,310.61
11/17/2023	1131 Costello PTO (reim family night bakery)	203.31	\$15,107.30
12/5/2023	Deposit (FunPac sales)	1630	\$16,737.30
12/18/2023	1132 SD103 (reim. Cheer personal items)	360.65	\$16,376.65
12/18/2023	1133 Migala (reim crossing guard gifts/tape)	68.69	\$16,307.96
12/18/2023	Deposit (cheer personal items/funpac)	353.5	\$16,661.46
12/20/2023	1134 Buona (staff holiday luncheon)	551.98	\$16,109.48
1/29/2023	1135 Migala (reim PBS prizes)	97.5	\$16,011.98
1/31/2023	1136 Scholastic Book Fair	2632.91	\$18,644.89
1/31/2023	Deposit (Scholastic Book Fair)	2633.22	\$16,011.67

HOME SCHOOL GENERAL LEDGER February, 2024

Date	Ck.#	Description	Disbursements	Receipts	Balance
12/21/2023	1159	Angela Gonzales - reimbursement for PBS teacher gift cards	\$60.00		\$ 2,683.58
1/18/2024	1160	West 40 - SCOTY Award Fee	\$95.00		\$ 2,588.58

EDISON ACTIVITY ACCOUNT - 2023-2024

Jan 2024					
Date	Check Number	Transaction	Debit	Credit	Total
		Balance Brought Forward			\$25,015.01
1/10/24		DEPOSIT (Kdg. Graduation)		3,597.00	\$28,612.01
1/10/24		DEPOSIT (PF/Spirit)		2,370.00	\$30,982.01
1/30/24	1325	Fleetwood Roller Rink (Student Council)	200.00		\$30,782.01
Feb 2024					
Date	Check Number	Transaction	Debit	Credit	Total
		Balance Brought Forward			\$30,782.01
					\$30,782.01
					\$30,782.01

Lincoln School Activity Account July 2023-present						Put in proper account	Agrees w/ Checkbook
Check #	Invoice #	Date	Description	Debit	Credit	Balance	
Balance Forwarded from June 2023						\$17,234.02	
1171	926	8/10/23	Ink Your Wear, Inc. - Spirit Wear (Student Shirts Bulk Purchase of Youth & Adult Sizes)	\$1,862.00		\$15,372.02	
1169		6/1/23	Sisley Ruiz of Balloon Decor - 3 Balloon Stands for Kinder Graduation & 5th Gr. Farewell (not cashed)	\$75.00	*added back	\$15,447.02	
			Balance Forwarded from August 2023 Bank Statement			\$15,447.02	yes
			Balance Forwarded from September 2023 Bank Statement			\$15,477.02	yes
		10/21/23	Deposit - Student Spirit Wear Purchases and Van Gogh profit check from Spring Photos		\$1,553.61	\$17,000.63	
		10/21/23	Officially Voided check #1169 written to Sisley Ruiz on 6.1.23 (\$75.00 check was never picked up)				
		10/28/23	Deposit - Student Spirit Wear Purchases		\$396.80	\$17,397.43	
		10/28/23	Deposit - Student Council Polo Shirts		\$200.00	\$17,597.43	
1172	998	10/31/23	Ink Your Wear, Inc. - Student Council Polo Shirts	\$200.00		\$17,397.43	
			Balance Forwarded from October 2023 Bank Statement			\$17,597.43	yes
			October bank statement does not yet reflect Check #1172 (\$200) All other transactions match the bank statement.				
			November 2023 Bank Statement not received				
			Balance Forwarded from December 2023 Bank Statement			\$17,397.43	yes
1173	1079	2/9/24	Ink Your Wear, Inc. - One Spirit Wear T-Shirt for the Girls Basketball Coach	\$12.00		\$17,385.43	

Date **Check
Number**

Transaction

Debit

Credit

Total

Robinson

February 2024

2/1/2024

\$6,480.06

2/1/2024

1208

Suplies basket for new students(Nancy Gonzalez)

53.50

\$6,426.56

2/1/2024

1207

paisan pizza(teacher conference)

220.44

\$6,206.12

2/12/2024

Deposit Donation (Mrs.Lawler)

1000.00

\$7,206.12

\$7,206.12

GWMS ACCT

Date	Check #	Description	Disbursement	Receipt
8-Dec		1776 Paisans Iacovelli	92.72	
8-Dec		1777 Drury Lane BOC	906.5	
8-Dec	Deposit	GWMS/Sports/BOC/IDS		1523
12-Dec		1778 T&M sports-Cheerleading	357	
15-Dec		1779 Paisans - BOC	129.67	
15-Dec		1780 Guitar center- Ukes	136.97	
15-Dec	Deposit	IDs/Van Gogh/Cheer/sports/BOC/StudentCouncil/Sports		2085.66
21-Dec		1781 Eichammer, needy families	455.18	
21-Dec	deposit	BOC/UKE/GWMS/Sports		976.44
10-Jan		1782 postage	18.9	
22-Jan		1783 BOC - lths	50	
19-Jan		1784 paisans boys bball	60.73	
19-Jan		1785 Crown trophy Sports	115.92	
19-Jan	deposit	Sports/IDS		231
23-Jan		1786 Paisans-Cheerleading	85	
24-Jan		1787 Paisans-Boys Bball	84.25	
25-Jan		1788 Paisans- PT conferences	234.37	
30-Jan		1789 BOC-LTHS solo and ensemble	360	
30-Jan		1790 Paisans-bball	60.73	
31-Jan		1791 Paisans-b ball	119.97	
2-Feb	deposit	BOC/GWMS/STUDC/POSTAGE/SPORTS		2084.31
5-Feb		1792 Paisans-Red Ribbon	44.95	
5-Feb		1793 Choir- Daina Welsh	30.99	
9-Feb		1794 Minuteman Press	70.7	
9-Feb	deposit	Sports/GWMSGRAD/BOC/IDS		1765

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
LYONS ELEMENTARY SCHOOL DISTRICT 103
George Washington Middle School, Cafeteria
8101 Ogden Avenue, Lyons, Il 60534 at 6:00 P.M.
Tuesday, January 23, 2024

I. Call to Order

The regular meeting of the Board of Education was called to order at 6:00 p.m. by President Jorge Torres.

II. Roll Call

Members Physically Present:	Slagiana Aleksikj Sara Andreas Olivia Quintero Winifred Rodriguez Jorge Torres
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Absent:	Les Antos Mario Ramirez
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III. Reading of Communications

None

(Board Member Les Antos entered the meeting at 6:02 p.m.; Board Member Mario Ramirez entered the meeting at 6:03 p.m.)

IV. Year-to-Date Financials

President Torres stated the financials are attached to the agenda for the public to view.

V. Superintendent's Report

None

VI. Public Comment

None

VII. Consent Agenda

Olivia Quintero moved seconded by Sara Andreas to approve the Consent Agenda, as presented.

Upon Roll Call:

Ayes:	Slagiana Aleksikj Sara Andreas Les Antos Olivia Quintero Mario Ramirez Winifred Rodriguez Jorge Torres
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Nays:	None
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Absent:	None
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Motion carried

- A. Authorize Payment of Monthly Bills for January 2024
 - 1. Board Bills January 2024
 - 2. Activity Funds January 2024
- B. Approval of Minutes
 - 1. Public Hearing and Minutes of January 23, 2024
- C. Approval of Personnel/Leaves/Retirement [List #1.23.24](#)

VIII. Board Reports

Board President Torres stated there are policies on the agenda for a first reading and to please reach out to the Superintendent should you have any questions on these policies.

VIII. Action Items

Approval of Stepping Stones Agreement

Olivia Quintero moved seconded by Winifred Rodriguez to approve the Agreement between Lyons School District 103 and The Stepping Stones Group through July 31, 2024, as presented.

Upon Roll Call:

Ayes:	Slagiana Aleksikj Sara Andreas Les Antos Olivia Quintero Mario Ramirez Winifred Rodriguez Jorge Torres
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Nays:	None
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Absent:	None
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Motion carried

Approval of Kelly Education Updated Pricing Exhibit A

Winifred Rodriguez moved seconded by Olivia Quintero to approve the updated pricing Exhibit A for Kelly Education dated December 14, 2023, as presented.

Upon Roll Call:

Ayes:	Slagiana Aleksikj Sara Andreas Les Antos Olivia Quintero Mario Ramirez Winifred Rodriguez Jorge Torres
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Nays:	None
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Absent:	None
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Motion carried

Approval of Board Goals for SY2023-2024

Sara Andres moved seconded by Winifred Rodriguez to approve the Board Goals for School Year 2023-2024, as presented.

Upon Roll Call:

Ayes:	Slagiana Aleksikj Sara Andreas Les Antos Olivia Quintero Mario Ramirez Winifred Rodriguez Jorge Torres
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Nays:	None
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Absent:	None
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Motion carried

Approval of Go Guardian Agreement

Olivia Quintero moved seconded by Winifred Rodriguez to approve the Go Guardian Agreement in the amount of \$23,079, as presented.

Upon Roll Call:

Ayes:	Slagiana Aleksikj Sara Andreas Les Antos Olivia Quintero Mario Ramirez Winifred Rodriguez Jorge Torres
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Nays:	None
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Absent:	None
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Motion carried

XII. Adjournment

Olivia Quintero moved seconded by Mario Ramirez to adjourn at 6:05 p.m.

Upon Voice Vote there were 7 Ayes, 0 Nays, 0 Absent

Sara Andreas, Secretary

Jorge Torres, President

LYONS ELEMENTARY SCHOOL DISTRICT 103
PERSONNEL – HIRE/RESIGNATION LIST (February 20, 2024)
List #2.20.24

APPROVAL OF SUPPORT STAFF EMPLOYMENT

NAME	SCHOOL	POSITION	DATE	SALARY
Donna Gill (part-time to full-time)	District	Birth - Age 3	1/6/24	\$54,500 (Grant)
Whitney Ramos	GWMS	Food Service Aide	ASAP	\$15.81/hr
Ashley Valdez (internal)	Edison	ECE Paraprofessional	ASAP	\$17.00/hr

APPROVAL OF LEAVES

NAME	SCHOOL	POSITION	DATE
Lauren Bahena	Costello	5th Grade Teacher	2/23/24 - 5/20/24
Kristen Becker	Lincoln	1st Grade Teacher	1/9/24 - 1/16/24
Julianna Faber	Lincoln	Instructional Coach	2/7/24 - 5/31/24 (Intermittent)
Lisa Romanowski	Lincoln	Night Custodian	12/5/23 - 1/11/24

APPROVAL OF RESIGNATION

NAME	SCHOOL	POSITION	DATE
India Lackland	Edison	Paraprofessional	1/31/24
Kimberly Mellenthin (previously approved as a retirement on 12/12/23 for a date of 1/2/24)	GWMS	Special Education Teacher	11/8/23

APPROVAL OF RETIREMENT

NAME	SCHOOL	POSITION	DATE
MaryBeth Conte	Lincoln	Kindergarten Teacher	End of 2026-2027 SY
Samantha James	District	Student Service Coordinator	End of 2026-2027 SY
Beatrice Darlene Mojica/Rodriguez	Lincoln	2nd Grade Teacher	End of 2027/2028 SY

APPROVAL OF TERMINATION

NAME	SCHOOL	POSITION	DATE
Elizabeth De La Cruz	Home	Food Service Aide	2/21/24
Kathleen Wood	GWMS	Paraprofessional	2/21/24

Approved By:

Sara Andreas, Secretary

Dated: February 20, 2024

Jorge Torres, President

Document Status: Draft Update

BOARD OF EDUCATION

2:20 Powers and Duties of the Board of Education; Indemnification

The major powers and duties of the Board of Education include, but are not limited to:

1. Organizing the Board after each consolidated election by electing officers and establishing its regular meeting schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
3. Employing a Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by [325 ILCS 5/](#), and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
4. Directing, through policy, the Superintendent, in his or her charge of the District's administration.
5. Approving the annual budget, tax levies, major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation; and making available a statement of financial affairs as provided in State law.
6. Entering contracts in accordance with applicable federal and State law, including using the public bidding procedure when required. [PRESSPlus1](#)
7. Providing, constructing, controlling, and maintaining adequate physical facilities; making school buildings available for use as civil defense shelters; and establishing a resource conservation policy.
8. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
9. Approving the curriculum, textbooks⁵⁴ and educational services.

10. Evaluating the educational program and approving School Improvement **and** **District Improvement** Plans. [PRESSPlus2](#)
11. Presenting the District report card and School report card(s) to parents/guardians and the community; these documents report District, School and student performance.
12. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning, including deciding individual student suspension or expulsion cases brought before it.
13. Establishing attendance units within the District and assigning students to the schools.
14. Establishing the school year.
15. Requiring a moment of silence to recognize veterans during any type of school event held at a District school on November 11.
16. Providing student transportation services pursuant to State law.
17. Entering into joint agreements with other boards to establish cooperative educational programs or provide educational facilities.
18. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
19. Notifying the State Superintendent of Education promptly and in writing of the name of a licensed teacher who was convicted of a felony, along with the conviction and the name and location of the court where the conviction occurred.
20. Notifying the Teachers' Retirement System (TRS) of the State of Ill. Board of Trustees promptly and in writing when it learns that a teacher as defined in the Ill. Pension Code was convicted of a felony, along with the name and location of the court where the conviction occurred, and the case number assigned by that court to the conviction.
21. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

Indemnification

To the extent allowed by law, the Board⁶⁵ shall defend, indemnify, and hold

harmless Board of Education members, employees, volunteer personnel (pursuant to [105 ILCS 5/10-22.34](#), [10-22.34a](#) and [10-22.34b](#)), mentors of certified staff (pursuant to [105 ILCS 5/2-3.53a](#), [2-3.53b](#), and [105 ILCS 5/21A-5 et. seq.](#)), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Board to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.

LEGAL REF.:

[105 ILCS 5/10](#), [5/17-1](#), [5/21B-85](#), and [5/27-1](#).

[115 ILCS 5/](#), III. Educational Labor Relations Act.

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

CROSS REF.: 1:10 (School District Legal Status), 1:20 (District Organization, Operations, and Cooperative Agreements), 2:10 (School District Governance), 2:80 (Board Member Oath and Conduct), 2:140 (Communications To and From the Board), 2:210 (Organizational Board of Education Meeting), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions), 6:10 (Educational Philosophy and Objectives), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

PRESSPlus Comments

PRESSPlus 1. Updated in response to ~~5/10-20.21~~ ^{5/10-20.21}, amended by

P.A. 103-8, eff. 1-1-24, raising the bidding threshold to ~~\$25,000.00~~35,000.00. See policy 4:60, *Purchases and Contracts*. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/2-3.25f, amended by P.A. 103-175, changing state interventions available for School Improvement and District Improvement Plans. For more specific information about school improvement plans, see PRESS sample policy 6:10, *Educational Philosophy and Objectives*, and f/n 6 in PRESS sample policy 6:15, *School Accountability*, available at PRESS Online by logging in at www.iasb.com. **Issue 113, October 2023**

Document Status: Draft Update

BOARD OF EDUCATION

2:120 Board Member Development

The Board of Education desires that its individual members learn, understand, and practice effective governance principles. The Board is responsible for Board member orientation and development. Board members have an equal opportunity to attend State and national meetings designed to familiarize members with public school issues, governance, and legislation.

The Board President and/or Superintendent shall provide all Board members with information regarding pertinent education materials, publications, and notices of training or development.

Mandatory Board Member Training

Each Board member is responsible for his or her own compliance with the mandatory training laws that are described below:

1. Each Board member elected or appointed to fill a vacancy of at least one year's duration must complete at least four hours of professional development leadership training in education and labor law, financial oversight and accountability, fiduciary responsibilities, and ~~(beginning in the fall of 2023)~~ [PRESSPlus1](#) trauma-informed practices for students and staff within the first year of his or her first term.
2. Each Board member must complete training on the Open Meetings Act no later than 90 days after taking the oath of office for the first time. After completing the training, each Board member must file a copy of the certificate of completion with the Board. Training on the Open Meetings Act is only required once.
3. Each Board member must complete a training program on evaluations under the Performance Evaluation Reform Act (PERA) before participating in a vote on a tenured teacher's dismissal using the optional alternative evaluation dismissal process. This dismissal process is available after the District's PERA implementation date.

The Superintendent or designee shall maintain on the District website a log identifying the complete training and development activities of each Board member, including both mandatory and non-mandatory training.

Professional Development; Adverse Consequences of School Exclusion; Student Behavior

The Board President or Superintendent, or their designees, will make reasonable efforts to provide ongoing professional development to Board members about the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates, i.e., *Senate Bill 100 training topics*.

Board Self-Evaluation

The Board will conduct periodic self-evaluations with the goal of continuous improvement.

New Board Member Orientation

The orientation process for newly elected or appointed Board members includes:

1. The Board President or Superintendent, or their designees, shall give each new Board member a copy of or online access to the Board Policy Manual, the Board's regular meeting minutes for the past year, and other helpful information including material describing the District and explaining the Board's roles and responsibilities.
2. The Board President or designee shall schedule one or more special Board meetings, or schedule time during regular meetings, for Board members to become acquainted and to review Board processes and procedures.
3. The Board President may request a veteran Board member to mentor a new member.
4. All new members are encouraged to attend workshops for new members conducted by the Illinois Association of School Boards.

Candidates

The Superintendent or designee shall invite⁵⁹ all current candidates for the office

of Board member to attend: (1) Board meetings, except that this invitation shall not extend to any closed meetings, and (2) pre-election workshops for candidates.

LEGAL REF.:

5 ILCS 120/1.05 and 120/2, Open Meetings Act.

[105 ILCS 5/10-16a](#) and [5/24-16.5](#).

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:125 (Board Member Compensation; Expenses), 2:200 (Types of Board of Education Meetings)

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. **Issue 113, October 2023**

Document Status: Draft Update

BOARD OF EDUCATION

2:200 Types of Board of Education Meetings

General

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

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

Regular Meetings

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

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

Closed Meetings

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

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. [5 ILCS 120/2\(c\)\(1\)](#), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. [5 ILCS 120/2\(c\)\(2\)](#).
3. The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. [5 ILCS 120/2\(c\)\(3\)](#).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4\)](#).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4.5\)](#). [PRESSPlus1](#)
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. [5 ILCS 120/2\(c\)\(5\)](#).
7. The setting of a price for sale or lease of property owned by the public body. [5 ILCS 120/2\(c\)\(6\)](#).
8. The sale or purchase of securities, investments, or investment contracts. [5 ILCS 120/2\(c\)\(7\)](#).

9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. [5 ILCS 120/2\(c\)\(8\)](#).
10. Student disciplinary cases. [5 ILCS 120/2\(c\)\(9\)](#).
11. The placement of individual students in special education programs and other matters relating to individual students. [5 ILCS 120/2\(c\)\(10\)](#).
12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. [5 ILCS 120/2\(c\)\(11\)](#).
13. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. [5 ILCS 120/2\(c\)\(12\)](#).
14. Self evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. [5 ILCS 120/2\(c\)\(16\)](#).
15. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. [5 ILCS 120/2\(c\)\(21\)](#).
16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. [5 ILCS 120/2\(c\)\(29\)](#).

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

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

No final Board action will be taken at a closed meeting.

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

Special Meetings

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

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

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

Emergency Meetings

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

Posting on the District Website

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall⁶⁴ remain posted until the meeting is

concluded.

LEGAL REF.:

[5 ILCS 120/](#), Open Meetings Act.

[5 ILCS 140/](#), Freedom of Information Act.

[105 ILCS 5/10-6](#) and [5/10-16](#).

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

Document Status: Draft Update

BOARD OF EDUCATION

2:220 Board of Education Meeting Procedure

Agenda

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

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Any Board member may submit suggested agenda items to the Board President for his or her consideration for an upcoming meeting. District residents may suggest inclusions for the agenda. Discussion items may be added to the agenda upon unanimous approval of those Board members present. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

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

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

Voting Method

Unless otherwise provided by law, where a vote is taken upon any measure

before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated.

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

Minutes

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

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted *yea* and *nay*;
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be

approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

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

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require.

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

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

The Board's open meeting minutes shall be posted on the District website within 10 days after the Board approves them; the minutes will remain posted for at least 60 days.

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary⁶⁸ accompanying items are available to

the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained within the District's main office.

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

Individual Board members may access verbatim recordings in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order.

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

Quorum and Participation by Audio or Video Means

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

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or District business, ~~or~~ (3) a family or other emergency, or (4) unexpected childcare obligations. [PRESSPlus1](#) If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Superintendent at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

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

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

Rules of Order

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

Broadcasting and Recording Board Meetings

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

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

LEGAL REF.:

[5 ILCS 120/2a](#), [120/2.02](#), [120/2.05](#), [120/2.06](#), and 120/7, Open Meetings Act.

[105 ILCS 5/10-6](#), [5/10-7](#), [5/10-12](#), and [5/10-16](#).

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to 5 ILCS 120/7(a), amended by P.A. 103-311. **Issue 113, October 2023**

Document Status: Draft Update

Board of Education Meeting Procedure

2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting

Motion to Adjourn to Closed Meeting

Date: _____ Time: _____

Location: _____

A motion was made by

_____, and seconded by
_____, to adjourn to closed meeting to discuss:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. [5 ILCS 120/2\(c\)\(1\)](#), amended by P.A. 101-459.
- Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. [5 ILCS 120/2\(c\)\(2\)](#).
- The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance⁷² or removal of the occupant of a

public office, when the District is given power to remove the occupant under law or ordinance. [5 ILCS 120/2\(c\)\(3\)](#).

Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. [5 ILCS 120/2\(c\)\(4\)](#).

Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4.5\)](#), added by P.A. 103-311. [PRESSPlus1](#)

The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired. [5 ILCS 120/2\(c\)\(5\)](#).

The setting of a price for sale or lease of property owned by the District. [5 ILCS 120/2\(c\)\(6\)](#).

The sale or purchase of securities, investments, or investment contracts. [5 ILCS 120/2\(c\)\(7\)](#).

Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. [5 ILCS 120/2\(c\)\(8\)](#).

Student disciplinary cases. [5 ILCS 120/2\(c\)\(9\)](#).

The placement of individual students in special education programs and other matters relating to individual students. [5 ILCS 120/2\(c\)\(10\)](#).

Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. [5 ILCS 120/2\(c\)\(11\)](#).

The establishment of reserves or ⁷³settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if

otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool of which the District is a member. [5 ILCS 120/2\(c\)\(12\)](#).

- Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the District is a member. [5 ILCS 120/2\(c\)\(16\)](#).
- Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. [5 ILCS 120/2\(c\)\(21\)](#).
- Meetings between internal or external auditors and governmental audit committees, finance committees, and Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. [5 ILCS 120/2\(c\)\(29\)](#).

Closed Meeting Roll Call:

"Yeas"	"Nays"
--------	--------

Motion: Carried Failed

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

Document Status: Draft Update

Board of Education Meeting Procedure

2:220-E6 Exhibit - Log of Closed Meeting Minutes

The purpose of this log is to facilitate the Board’s semi-annual review of closed meeting minutes. *Semi-annual* means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. [5 ILCS 120/2.06\(d\)](#), amended by P.A. 102-653. See 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*.

The Board Secretary or Recording Secretary shall maintain a list of closed meeting minutes, arranged according to the reason for the closed meeting, that have not been released for public inspection.

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s), specific independent contractors, specific volunteers, or District legal counsel; however, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1) ; amended by P.A. 101-459 .			
Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2) .			
Selection of a person to fill a vacancy on the Board. 5 ILCS 120/2(c)(3) .			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4) .			
<u>Evidence or testimony presented to the Board regarding</u>			

<p>denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. PRESSPlus1</p>			
<p>Purchase or lease of real property. 5 ILCS 120/2(c)(5).</p>			
<p>Setting of a price for sale or lease of District property. 5 ILCS 120/2(c)(6).</p>			
<p>Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).</p>			
<p>Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8).</p>			
<p>Student disciplinary cases. 5 ILCS 120/2(c)(9). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i></p>			
<p>Any matter involving an individual student. 5 ILCS 120/2(c)(10). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i></p>			
<p>Litigation, when an action against, affecting, or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent. 5 ILCS 120/2(c)(11).</p>			
<p>Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12).</p>			

Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16) .			
Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21) .			
Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29) .			

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

Document Status: Draft Update

OPERATIONAL SERVICES

4:10 Fiscal and Business Management

The Superintendent is responsible for the School District's fiscal and business management. This responsibility includes annually preparing and presenting the District's statement of affairs to the Board of Education and publishing it before December 1 as required by State law.

The Superintendent shall ensure the efficient and cost-effective operation of the District's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the District's electronic network shall complete an *Authorization for Access to the District's Electronic Networks*.

Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent shall present to the Board, during a regular Board meeting in August, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Ill. State Board of Education's (ISBE) *School District Budget Form*. To the extent possible, the tentative budget shall be balanced as defined by ISBE guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by ISBE guidelines.

Preliminary Adoption Procedures

After receiving the Superintendent's proposed budget, the Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Board Secretary shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed, including the cash reserve balance of all funds held by the District related to its operational levy and, if applicable, any obligations secured by those funds, and the public shall be invited to comment, question, or advise the Board.

Final Adoption Procedures

The Board adopts a budget before the end of the first quarter of each fiscal year, September 30, or by such alternative procedure as State law may define. To the extent possible, the budget shall be balanced as defined by ISBE; if not balanced, the Board will adopt a deficit reduction plan to balance the District's budget within three years according to ISBE requirements.

The Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting *yea* and *nay* shall be recorded in the minutes.

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that it is posted and provide the website's address.
2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 days of the budget's adoption.
3. Ensure disclosure to the public of the cash reserve balance of all funds held by the district related to its operational levy and, if applicable, any obligations secured by those funds, at the public hearing at which the Board certifies its operational levy.
4. Present a written report that includes the annual average expenditures of the District's operational funds for the previous three fiscal years at or before the board meeting at which the Board adopts its levy. In the event the District's combined cash reserve balance of its operational funds is more than 2.5 times the annual average expenditures of those funds for the previous three fiscal years, the Board will adopt and file with ISBE a

reserve reduction plan by December 31. [PRESSPlus1](#)

5. Make all preparations necessary for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act; file the Certificate of Tax Levy with the County Clerk on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
6. Submit the annual budget, a deficit reduction plan if one is required by ISBE guidelines, and other financial information to ISBE according to its requirements.

Any amendments to the budget or Certificate of Tax Levy shall be made as provided in the School Code and Truth in Taxation Act.

Budget Amendments

The Board may amend the budget by the same procedure as provided for in the original adoption.

Implementation

The Superintendent or designee shall implement the District's budget and provide the Board with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Board.

The Board shall act on all interfund loans, interfund transfers, transfers within funds, and transfers from the working cash fund or abatements of it, if one exists.

LEGAL REF.:

[105 ILCS 5/10-17](#), [5/10-22.33](#), [5/17-1](#), [5/17-1.2](#), [5/17-1.3](#), [5/17-1.10](#), [5/17-2A](#), [5/17-3.2](#), [5/17-11](#), [5/20-5](#), [5/20-8](#), and [5/20-10](#).

[35 ILCS 200/18-55](#) *et seq.*, Truth in Taxation Law.

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

CROSS REF.: 4:20 (Fund Balances), 4:40 (Incurring Debt), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/17-1.10(a), added by P.A. 103-394, requiring a board to present "at a board meeting" a written report that includes the annual average expenditures of its operational funds, which include the educational, transportation, and operation and maintenance funds. The average expenditures are calculated based on the district's most recently audited annual financial report (AFR). For ease of administration, this sample policy language manages presentation of the report in conjunction with the meeting at which a board adopts its levy, or earlier, if a district's AFR is available. Consult the board attorney if a district's AFR is not available before December 31 (the date by which a reserve reduction plan must be filed, if applicable); the board may need to rely upon estimated numbers in that scenario. If a district's ratio of its combined cash reserves of its operational funds to its average annual expenditures of those funds over the past three fiscal years exceeds 2.5, then the board must adopt and file a plan with the Ill. State Board of Education to reduce its cash reserves to expenditures ratio to at or below 2.5 within three years.

Delete this paragraph if the district receives federal impact funding.

Federal impact aid is designed to assist local school districts that have lost a portion of their local tax base because of federal ownership of property (e.g., military bases, low-rent housing properties, or concentrations of students that have parents/guardians in the uniformed services). For more information about federal impact aid, see www.oese.ed.gov/offices/office-of-formula-grants/impact-aid-program/ and www.nafisdc.org/impact-aid-resources/impact-aid-payments/. If the district receives federal impact funding, strike this list item in Edit Mode, and select "Adopted with Additional District Edits" as the Save Status.

Issue 113, October 2023

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OPERATIONAL SERVICES

4:60 Purchases and Contracts

The Superintendent shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable Board of Education policies.

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of ~~\$35,000~~^{25,000} [PRESSPlus1](#) must comply with the State law bidding procedure, [105 ILCS 5/10-20.21](#), unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with ⁸²[105 ILCS 5/19b-1](#) *et seq.*

4. Third party non-instructional services must comply with [105 ILCS 5/10-22.34c](#).
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with [105 ILCS 5/10-20.21](#)(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with [105 ILCS 5/10-20.21](#)(b-10).
7. The purchase of paper and paper products must comply with [105 ILCS 5/10-20.19c](#) and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
 - a. In accordance with [105 ILCS 5/10-21.9](#)(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in [105 ILCS 5/10-21.9](#)(c) and [5/21B-80](#)(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in [5/21B-80](#)(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
 - b. In accordance with [105 ILCS 5/22-94](#): (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in [105 ILCS 5/22-94](#)(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records⁸³ upon request; and (4) refrain from

entering into any agreements prohibited by [105 ILCS 5/22-94](#)(g).

- c. In accordance with [105 ILCS 5/24-5](#): (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease; and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept. of Public Health rules or order of a local health official.
9. Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. [Design-build contracts must comply with 105 ILCS 5/15A-1 et seq. \[PRESSPlus2\]\(#\)](#)
11. [Any new contract for a district-administered assessment must comply with 105 ILCS 5/10-20.85. \[PRESSPlus3\]\(#\)](#)
12. Purchases made with federal or State awards must comply with [2 C.F.R. Part 200](#) and [30 ILCS 708/](#), as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

[2 C.F.R. Part 200](#).

105 ILCS 5/10-20.19c, 5/10-20.21, [5/10-20.85](#), 5/10-21.9, 5/10-22.34c, [5/15A-1 et seq.](#), 5/19b-1 et seq., 5/22-94, and 5/24-5.

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

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 130/](#), Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175

(Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24. Under a *design-build* delivery system for a construction project, a board contracts with a *design-build entity* that furnishes architecture, engineering, land surveying, public art or interpretive exhibits, and other construction services, as required for the project. It allows a single contractor to manage both the design and construction of a project, creating the potential for greater efficiency. Contrast this method with the traditional *design-bid-build* delivery method, in which a board contracts with multiple entities and utilizes a competitive bidding process for certain contractors, such as a general contractor. 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24, does not impact a district's ability to use a qualification-based selection process under 50 ILCS 510/, Local Government Professional Services Act (LGPSA), to select design professionals or construction managers for design-build projects. 105 ILCS 5/15A-50. See sample policy 2:170, *Procurement of Architectural, Engineering, and Land Surveying Services*, available at PRESS Online by logging in at www.iasb.com. For design-build projects, consult with the board attorney as needed to ensure the district: (1) complies with the specific procedural requirements related to requests for proposals (RFPs) and evaluation of RFP submissions for these contracts, and (2) incorporates additional criteria for requests for proposals and evaluation of proposals based on local conditions and the specific project, as permitted by the statute. Note that under 105 ILCS 5/15A-20, added by P.A. 103-491, eff. 1-1-24, a board must employ or contract with an independent design professional or public art designer (as applicable) selected under the LGPSA to assist with developing the scope and criteria for performance for a request for proposal under a design-build delivery system. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-20.85, added by P.A. 103-393. See sample administrative procedure 4:60-AP1, *Purchases*, available at PRESS Online by logging in at www.iasb.com, for specific requirements. A

district-administered assessment is one that requires all student test takers at any grade level to answer the same questions, or a selection of questions from a common bank of questions. It does *not* include the observational assessment tool used to satisfy the annual kindergarten assessment required by 105 ILCS 5/2-3.64a-10 or an assessment developed by district teachers or administrators that is used to measure student progress at an attendance center. **Issue 113, October 2023**

Document Status: Draft Update

OPERATIONAL SERVICES

4:130 Free and Reduced-Price Food Services

Notice

The Superintendent shall be responsible for implementing the District's free and reduced-price food services policy and all applicable programs.

If State funding is available for the Healthy School Meals for All Program, the Board will annually determine if it will participate in the program. [PRESSPlus1](#)

Eligibility Criteria and Selection of Children

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Dept. of Agriculture and distributed by the Ill. State Board of Education.

Notification

At the beginning of each school year, by letter, the District shall notify students and their parents/guardians of: (1) eligibility requirements for free and reduced-price food service; (2) the application process; (3) the name and telephone number of a contact person for the program; and (4) other information required by federal law. The Superintendent shall provide the same information to: (1) informational media, the local unemployment office, and any major area employers contemplating layoffs; and (2) the District's website (if applicable), all school newsletters, or students' registration materials. Parents/guardians enrolling a child in the District for the first time, any time during the school year, shall receive the eligibility information.

Nondiscrimination Assurance

The District shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

Appeal

A family may appeal the District's decision to deny an application for free and

reduced-price food services or to terminate such services as outlined by the U.S. Dept. of Agriculture in [7 C.F.R. §245.7](#), Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools. The Superintendent shall establish a hearing procedure for adverse eligibility decisions and provide by mail a copy of them to the family. The District may also use these procedures to challenge a child's continued eligibility for free or reduced-price meals or milk.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal.

The Superintendent shall keep on file for a period of 3 years a record of any appeals made and the hearing record. The District shall also maintain accurate and complete records showing the data and method used to determine the number of eligible students served free and reduced-price food services. These records shall be maintained for 3 years.

LEGAL REF.:

U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, [7 C.F.R. Part 210](#).

U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk In Schools, [7 C.F.R. Part 245](#).

105 ILCS 125/, [School Breakfast](#) and [Lunch Program Act](#).

[105 ILCS 126/](#), [Childhood Hunger Relief Act](#).

[23 Ill.Admin.Code 305.10](#) *et seq.*

PRESSPlus Comments

PRESSPlus 1. Optional. Updated in response to 105 ILCS 125/2.3, added by P.A. 103-532. Subject to appropriation, the Ill. State Board of Education (ISBE) is required to establish the Healthy School Meals for All Program. Participating boards must offer eligible meals, without charge, to all students enrolled in schools that participate in the National School Breakfast Program (NSBP) and National School Lunch Program (NSLP). To receive State reimbursement under the Healthy School Meals for All Program, a board must: (1) annually notify ISBE of its intent to participate in the program; (2) maximize its access to federal funds for NSBP and NSLP by participating in the CEP or another special assistance alternative, if eligible, and (3) operate the NSBP and NSLP in a manner that in the opinion of ISBE, draws down the most possible federal

funding for meals served in the NSBP and NSLP. If State funding is insufficient to cover reimbursement of all interested boards, ISBE is required to inform eligible schools of the impact of the inadequate funding so that boards can make an informed decision about food service administration in their districts. **Issue 113, October 2023**

Document Status: Draft Update

Free and Reduced-Price Food Services

4:130-E Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications

On District letterhead, website, in student handbook, newsletters, bulletins, and/or calendars

Date:

To: Parents/Guardians, Students, and Staff

Re: Eligibility and Meal Charge Notifications

The following notification is provided to all households of students [PRESSPlus1](#) at the beginning of each school year as federally required notification regarding eligibility requirements and the application process for the free and reduced-price food services that are listed in Board policy 4:130, *Free and Reduced-Price Food Services*, and 4:140, *Waiver of Student Fees*. This notification is also provided to households of students transferring to the District during the school year. For more information, see www.fns.usda.gov/school-meals/unpaid-meal-charges, and/or contact the Building Principal or designee.

Free and Reduced-Price Food Services Eligibility

When the parents/guardians of students are unable to pay for their child(ren)'s meal services, meal charges will apply per a student's eligibility category and will be processed by the District accordingly.

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Dept. of Agriculture, and distributed by the Ill. State Board of Education.

Meal Charges for Meals Provided by the District

90

The Building Principal and District staff will work jointly to prevent meal charges

from accumulating. Every effort to collect all funds due to the District will be made on a regular basis and before the end of the school year. Contact your Building Principal or designee about whether your child(ren)'s charges may be carried over at the end of the school year, i.e., beyond June 30th.

Unpaid meal charges are considered delinquent debt when payment is overdue as defined by Board policy 4:45, *Insufficient Fund Checks and Debt Recovery* and the Hunger-Free Students' Bill of Rights Act ([105 ILCS 123/](#), added by P.A. [100-1092](#)). The District will make reasonable efforts to collect charges classified as delinquent debt, including repeated contacts to collect the amounts and, when necessary, requesting that the student's parent(s)/guardian(s) apply for meal benefits to determine if the student qualifies for such benefits under Board policy 4:130, *Free and Reduced-Price Food Services*. The District will provide a federally reimbursable meal or snack to a student who requests one, regardless of the student's ability to pay or negative account balance.

When a student's funds are low ~~or~~ and when there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. State law allows the Building Principal to contact parents(s)/guardian(s) to attempt collection of the owed money when the amount owed is more than the amount of five lunches. If a parent/guardian regularly fails to provide meal money for the child(ren) that he/she is responsible for in the District and does not qualify for free meal benefits or refuses to apply for such benefits, the Building Principal or designee will direct the next course of action. Continual failure to provide meal money may require the District to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges, up to and including seeking an offset under the State Comptroller Act, if applicable.

LEGAL REF.:

Healthy Hunger-Free Kids Act of 2010 ([P.L. 111-296](#)).

[7 C.F.R. §245.5](#).

[105 ILCS 123/](#), Hunger-Free Students' Bill of Rights Act.

[23 Ill.Admin.Code Part 305](#), School Food Service.

PRESSPlus Comments

PRESSPlus 1. Updated throughout in response to a PRM five-year review. Revisions are consistent with federal guidance; see U.S. Dept. of Agriculture memo, *Unpaid Meal Charges: Local Meal Charge Policies* (7-8-2016), available at: www.fns.usda.gov/cn/unpaid-meal-charges-local-meal-charge-policies. **Issue 113, October 2023**

Document Status: Draft Update

OPERATIONAL SERVICES

4:160 Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds.

The Superintendent shall notify all employees who must be offered, according to State or federal law, District-paid hepatitis B vaccine and vaccination.

Pesticides

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. [PRESSPlus1](#)

Additionally, the application of any rRestricted use pesticides will not be is prohibited applied on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, [225 ILCS 235/](#), and the Lawn Care Products Application and Notice Act, [415 ILCS 65/](#).

Coal Tar Sealant

Beginning on 1-1-23, bBefore coal tar-based sealant products or high polycyclic aromatic hydrocarbon sealant products are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students in writing or by telephone as required by the Coal Tar Sealant Disclosure Act.

LEGAL REF.:

[105 ILCS 5/10-20.17a](#); [5/10-20.48](#).

[29 C.F.R. §1910.1030](#), Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, [56 Ill.Admin.Code §350.700\(b\)](#).

[29 C.F.R. §1910.1200](#), Occupational Safety and Health Administration Hazard Communication Standards, as adopted by [820 ILCS 255/1.5](#), Toxic Substances Disclosure to Employees Act.

[20 ILCS 3130/](#), Green Buildings Act.

[105 ILCS 135/](#), Toxic Art Supplies in Schools Act.

[105 ILCS 140/](#), Green Cleaning School Act.

[105 ILCS 160/](#), Pesticide Application at Schools Act.

[225 ILCS 235/](#), Structural Pest Control Act.

[415 ILCS 60/14](#), Illinois Pesticide Act.

[415 ILCS 65/](#), Lawn Care Products Application and Notice Act.

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 255/](#), Toxic Substances Disclosure to Employees Act. (*inoperative*)

[23 Ill.Admin.Code §1.330](#).

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Pesticide Application at Schools Act (PASA), 105 ILCS 160/, added by P.A. 103-496. Areas prohibited from treatment include paved surfaces, playgrounds and playing fields, where children are typically present.

Pesticides is not specifically defined in PASA; however, the Illinois Pesticide Act (IPA) defines both *pesticides* and the subcategory of *restricted use pesticides*. 415 ILCS 60/4. PASA therefore appears broader than the IPA because it applies to all pesticides, including those that are not restricted use pesticides. However, PASA is narrower than the IPA in two ways. First, PASA's geographic scope is narrower than the IPA because PASA does not apply to "areas of school grounds where children are typically not present, including, but not limited to flower beds and lawns surrounding the school not used as playing fields." Second, PASA is narrower in that its prohibition is only in effect when

students are in attendance for instruction, compared to the IPA prohibition that applies during *normal school hours* and could extend beyond instructional hours. For ease in administering these slightly different standards, an elementary or unit district may want to follow the more restrictive geographic and temporal prohibitions in the IPA but apply them to all types of pesticides. See also footnote 4 of sample policy 4:160, *Environmental Quality of Buildings and Grounds*, and sample administrative procedure 4:160-AP, *Environmental Quality of Buildings and Grounds*, available at PRESS Online by logging in at www.iasb.com. **Issue 113, October 2023**

Document Status: Draft Update

General Personnel

5:30 Hiring Process and Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Education policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval.

No individual will be employed who has been convicted of a criminal offense listed in [105 ILCS 5/21B-80\(c\)](#).

All applicants must complete a District application in order to be considered for employment.

After September 1, 2006, applications for positions in the Lyons Elementary School District 103 may be hired only if they will not be supervised by, or directly supervising an immediate family member. Employees cannot be transferred into such a direct supervisory relationship. If the direct supervisory relationship is established after employment, the Superintendent or designee, and the Building Principal will work with the individuals to determine which will be transferred.

Examples of direct supervision include, but are not limited to:

- A. Evaluation of a staff member.
- B. Responsible for hiring or firing staff members in that position.
- C. Responsible for assigning working hours to a staff member.
- D. Responsible for approving payroll of the staff member.

For the purposes of this policy, immediate family includes: parents, spouse, brothers, sisters, children, grandparents, parent-in-law, brother-in-law, sister-in-

law.

Job Descriptions

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

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

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, appropriate Intermediate Service Center Executive Director, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law. The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

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

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

for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

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

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR)

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

Physical Examinations

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

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

Orientation Program

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

LEGAL REF.:

[42 U.S.C. §12112](#), Americans with Disabilities Act; [29 C.F.R. Part 1630](#).

[15 U.S.C. §1681](#) *et seq.*, Fair Credit Reporting Act.

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

[105 ILCS 5/10-16.7](#), [5/10-20.7](#), [5/10-21.4](#), [5/10-21.9](#), [5/10-22.34](#), [5/10-22.34b](#), [5/21B-10](#), [5/21B-80](#), [5/21B-85](#), [5/22-6.5](#), [5/22-94](#), and [5/24-5](#).

[20 ILCS 2630/3.3](#), Criminal Identification Act.

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

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

[820 ILCS 112/](#), Equal Pay Act of 2003. [PRESSPlus1](#)

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

PRESSPlus Comments

PRESSPlus 1. The Equal Pay Act of 2003, 820 ILCS 112/10(b-25), added by P.A. 103-539, eff. 1-1-25, makes it unlawful for employers with 15 or more employees to fail to include the "pay scale and benefits" for a position in any specific job posting. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of benefits and other compensation. To satisfy the posting requirement, an employer can include a hyperlink to a public webpage that includes the pay scale and benefit information. If an employer uses a third party to post its job postings, then the employer must provide the pay scale and benefits or a hyperlink containing the information to the third party. The Act also requires employers to inform current employees of promotion opportunities within 14 calendar days after the employer posts externally for the position. Employers are not prohibited from asking applicants about their wage or salary expectations for a position. **Issue 113, October 2023**

Document Status: Draft Update

Professional Personnel

5:190 Teacher Qualifications

A teacher, as the term is used in this policy, refers to a District employee who is required to be licensed under State law. The following qualifications apply: [PRESSPlus1](#)

1. Each teacher must:
 - a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
 - b. Provide the District Office with a complete official transcript of credits earned in institutions of higher education.
 - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the District Office with an official transcript of any credits earned since the date the last transcript was filed.
 - d. Notify the Superintendent of any change in the teacher's transcript.
2. All teachers working in a program supported with federal funds under Title I, Part A must meet applicable State certification and licensure requirements.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I funds are notified of their right to request their students' classroom teachers' professional qualifications.

LEGAL REF.:

[20 U.S.C. §6312\(e\)\(1\)\(A\)](#).

[105 ILCS 5/10-20.15](#), [5/21-11.4](#), [PRESSPlus2 5/21B-15](#), [5/21B-20](#), [5/21B-25](#), and [5/24-23](#).

[23 Ill.Admin.Code §1.610 et seq.](#), [§1.705 et seq.](#), and [Part 25](#).

CROSS REF.: 6:170 (Title I Programs)

~~ADOPTED: December 30, 2016~~

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 110, October 2022

PRESSPlus 2. The Legal References are updated in response to the repeal of 105 ILCS 5/21-11.4. **Issue 113, October 2023**

Document Status: Draft Update

Professional Personnel

5:200 Terms and Conditions of Employment and Dismissal

The Board of Education delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable individual employment contract or collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

School Year and Day, Duty-Free Lunch, Salary, Assignments and Transfers, Dismissal, Evaluation

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

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. *School social worker* has the meaning stated in [105 ILCS 5/14-1.09a](#).

Nursing Mothers

The District accommodates employees who are nursing mothers according to provisions in State and federal law.

LEGAL REF.:

[29 U.S.C. §218\(d\)](#), Pub. L. 117-328, Pump for Nursing Mothers Act. [PRESSPlus1](#)

[42 U.S.C. §2000gg et seq.](#), Pub. L. 117-328, Pregnant Workers Fairness Act.

[105 ILCS 5/10-19](#), [5/10-19.05](#), [5/10-20.65](#), [5/14-1.09a](#), [5/22-95](#), [5/22.4](#), [5/24-16.5](#), [5/24-2](#), [5/24-8](#), [5/24-9](#), [5/24-11](#), [5/24-12](#), [5/24-21](#), [5/24A-1 through 24A-](#)

[20.](#)

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

[23 Ill.Admin.Code Parts 50](#) (Evaluation of Educator Licensed Employees) and [51](#) (Dismissal of Tenured Teachers).

[Cleveland Bd. of Educ. v. Loudermill](#), 470 U.S. 532(1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

Document Status: Draft Update

Professional Personnel

5:220 Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the District only for a period not to exceed ~~120 days beginning with the 2021-2022 through the 2022-2023 school year, otherwise~~ 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.

The III. Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year through June 30, 2026, [PRESSPlus1](#) but not more than 100 paid days in the same classroom. Beginning July 1, 2026~~3~~, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the appropriate Intermediate Service Center Executive Director has certified that a personnel shortage exists.

The Board of Education establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

Short-Term Substitute Teachers

A short-term substitute teacher must hold ¹⁰⁵ a valid short-term substitute teaching

license and have completed the District's short-term substitute teacher training program. Unless otherwise permitted by law, short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Intermediate Service Center (ISC) within five business days after the employment of a substitute teacher in an emergency situation. The Board may continue to employ the same substitute teacher in a vacant position for 90 calendar days or until the end of the semester, whichever is greater, if, prior to the end of the then current 30-calendar-day period, the District makes a written request to the ISC for a 30-calendar-day extension and the extension is granted by the ISC. [PRESSPlus2](#)

Internal Substitution

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

LEGAL REF.:

[105 ILCS 5/10-20.68](#), [5/21B-20\(2\)](#), [5/21B-20\(3\)](#), and [5/21B-20\(4\)](#).

[40 ILCS 5/16-118](#), Ill. Pension Code.

[23 Ill.Admin.Code §1.790](#) (Substitute Teacher) and [§25.520](#) (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

PRESSPlus Comments

PRESSPlus 1. Updated in response to Ill. Pension Code, 40 ILCS 5/16-118, amended by P.A.s 103-88 and 103-525, permitting TRS annuitants to substitute teach for 120 paid days or 600 paid hours in each school year through 6-30-26.
Issue 113, October 2023

PRESSPlus 2. Updated in response to 105 ILCS 5/21B-20(3), amended by P.A. 103-193, eff. 1-1-24. In order for a substitute teacher to remain in a vacant position for up to 90 days, or until the end of the semester, whichever is greater, the position must remain vacant and the district must continue to actively seek qualified candidates and provide documentation to the appropriate Intermediate Service Center that it has provided training specific to the position, including training on meeting the needs of students with disabilities and English learners if applicable. **Issue 113, October 2023**

Document Status: Draft Update

Professional Personnel

5:250 Leaves of Absence

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

Sick and Bereavement Leave, Personal Leave, Leave of Absence Without Pay, Child-Rearing Leave

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

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Family Bereavement Leave (FBLA)

While FBLA leave is normally unpaid, the District will substitute an unpaid leave for paid FBLA leave, provided such leave is available for use in accordance with Board policies and rules. In addition, all policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FBLA leave. Any substitution of paid leave for unpaid FBLA leave will count against the employee's FBLA leave entitlement. Use of FBLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 6 weeks, provided that the

use of FBLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FBLA leave entitlement.

Eligible employees shall be allowed up to five (5) workdays of absence without loss of pay in the event of the death of an immediate family member. An immediate family member for the purposes of this section includes a spouse, civil union partner (defined as a legal relationship between two (2) of either same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act), child, stepchild, brother, sister, step-brother, step-sister, grandchild, grandparent, legal guardian, parent, step-parent or parent-in-law. Eligible employees shall be allowed up to three (3) school days of absence without loss of pay in the event of the death of a brother-in-law, sister-in-law, aunt, or uncle. Bereavement leave shall not be cumulative, nor shall the use of such leave cause any reduction in sick leave. The Superintendent or designee may grant bereavement leave for an immediate member of the household who is not listed above. Employees may be required to provide documentation with regard to their bereavement leave.

Child Extended Bereavement Leave [PRESSPlus1](#)

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, Q1 an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the District of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, [20 U.S.C. §2601 et seq.](#)) to take family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Sabbatical Leave

Sabbatical leave may be granted in accordance with the School Code.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly Leave

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

Leave for Employment in Department of Defense

The Board may grant teachers a leave of absence to accept employment in a Dept. of Defense overseas school.

School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, [PRESSPlus2](#) without suffering adverse employment action.

The Victims' Economic Security and Safety Act ([VESSA](#)) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by,

the federal Family and Medical Leave Act of 1993 ([29 U.S.C. §2601 et seq.](#)).

Leaves to Serve as an Officer, ~~or~~ Trustee, or Representative of a Specific Organization [PRESSPlus3](#)

Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to twenty days of paid leave of absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3, ~~and~~ (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, ~~and~~ (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

COVID-19 Paid Administrative Leave

~~During any time when the Governor has declared a disaster due to a public health emergency under 20 ILCS 3305/7, [When applicable, PRESSPlus4](#) paid administrative leave related to COVID-19 will be granted is available to eligible employees in accordance with State law. if the District, State or any of its agencies, or the local health department has issued guidance, mandates, or rules related to COVID-19 that restrict an employee from being on District property for a reason outlined in State law.~~

~~For an employee to be eligible for COVID-19 paid administrative leave, the employee must be fully vaccinated against COVID-19 as defined in 105 ILCS 5/10-20.83 (final citation pending).~~

~~The employee will receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the~~

Ill. Dept. of Public Health, unless a longer period has been negotiated with the exclusive bargaining representative.

As a condition of being granted COVID-19 paid administrative leave, an employee shall provide all documentation necessary to substantiate the employee's eligibility for the leave, as requested by the Superintendent or designee. An employee who is on COVID-19 paid administrative leave will receive the employee's regular rate of pay; the leave will not diminish any other leave or benefits of the employee. Employees may not accrue COVID-19 paid administrative leave.

LEGAL REF.:

105 ILCS 5/10-20.83 (final citation pending), 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147/](#), School Visitation Rights Act.

820 ILCS 154/, [Child Family](#) Bereavement Leave Act.

[820 ILCS 156/](#), [Child Extended Bereavement Leave Act](#).

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

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Questions and Answers:

***Required Question 1. How many full-time employees does the district employ?

- The district employs more than 250 employees. (Default)
- The district employs between 50-249 employees. (IASB will substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis,¹¹³ an employee is entitled to a total of six

weeks of unpaid leave within one year after the employee notifies the District of the loss.")

○The district employs fewer than 50 employees. (IASB will delete the subhead regarding Child Extended Bereavement Leave and the Legal Reference to 820 ILCS 156/.)

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to the Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. 103-314, eff. 1-1-24. Under 820 ILCS 180/20(a)(4), added by P.A. 103-314, eff. 1-1-24, an employee is not entitled to more than two work weeks (10 work days) if the leave is to attend a wake or funeral (or an alternative event), make end-of-life arrangements, or grieve due to the death of a family or household member killed in a crime of violence. In these circumstances, the leave must be completed within 60 days after the date on which the employee receives notice of the death. Employees may qualify for unpaid leave under both VESSA and the Family Bereavement Leave Act; leave taken under one act does not diminish the availability of leave under the other. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/24-3.5, added by P.A. 103-308, eff. 1-1-24. The statewide teacher association is required to reimburse a district for substitute teaching costs incurred due to the teacher's absence. **Issue 113, October 2023**

PRESSPlus 4. Updated for continuous improvement. **Issue 113, October 2023**

Document Status: Draft Update

Educational Support Personnel

5:330 Sick Days, Vacation, Holidays, and Leaves

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

Sick and Bereavement Leave

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

or employees not covered by a current applicable bargaining agreement:

Full or part-time educational support personnel who work at least 600 hours per year receive 15 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The Superintendent or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the

treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than three days for personal illness, the District shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Vacation

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

For employees not covered by a current applicable bargaining agreement:

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

<u>Length of Employment</u>		<u>Number of Days</u>
<u>From:</u>	<u>To:</u>	
Start date	6 Months	None
6 th Month	End of 1 st Year	5 Days
Beginning of 2 nd Year	End of 2 nd Year	10 Days
Beginning of 3 rd Year	End of 3 rd Year	15 Days

Beginning of 4th Year	End of 4th Year	20 Days
Beginning of 5th Year		One additional day per year (as of July 1 st); 25 day maximum

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

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

Holidays

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

For employees not covered by a current applicable bargaining agreement:

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

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
Abraham Lincoln’s Birthday	Veterans Day
Casimir Pulaski’s Birthday	2024 2 Election Day PRESSPlus1
Memorial Day	Thanksgiving Day
Juneteenth National Freedom Day	Christmas Day
Independence Day	

A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Personal Leave

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

For employees not covered by a current applicable bargaining agreement:

Full-time educational support personnel have three paid personal leave day per year. The use of a personal day is subject to the following conditions:

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

Leave to Serve as a Trustee of the Ill. Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law.

Leave for Service in the Military

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

For employees not covered by a current applicable bargaining agreement:

Educational support personnel receive leave for service in the military on the same terms and conditions granted professional personnel in Board policy 5:250, Leaves of Absence

Other Leaves

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

1. Leave for Service in the Military.
2. Leave for Service in the General Assembly.
3. School Visitation Leave.
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence.
5. Family Bereavement Leave.
6. Child Extended Bereavement Leave. [PRESSPlus2](#)
7. Leave to serve as an election judge.
8. COVID-19 Paid Administrative Leave.

LEGAL REF.:

105 ILCS 5/10-20.7b, 5/10-20.83 (final citation pending), 5/24-2, 5/24-6, and 5/24-6.3.

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147](#), School Visitation Rights Act.

820 ILCS 154/, ChildFamily Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act.

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

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); *Elder v. Sch. Dist. No. 127 1/2*, 60 Ill.App.2d 56 (1st Dist. 1965).

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/24-2(a), amended by P.A.s 103-395, eff. 1-1-24, and 103-467, and 10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25, adding 2024 Election Day as a school holiday. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. See the **Question** attached to the PRESS Plus Draft Update for policy 5:250, *Leaves of Absence*. If the district enters a response that fewer than 50 full-time employees are employed by the district, this item and the Legal Reference to 820 ILCS 156/ will be deleted by IASB. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:15 School Accountability

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

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

Quality Assurance

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

1. Prepare each school's annual recognition application and quality assurance appraisal, whether internal or external, to assess each school's continuous school improvement.
2. Continuously assess the District's and each school's overall performance in terms of both academic success and equity. This includes, without limitation, a thorough analysis of ISBE's balanced accountability measure and each school's *Multiple Measure Index* and corresponding *Annual Measurable Objective* provided by ISBE.
3. If applicable, develop ~~District and~~ [PRESSPlus1](#) School Improvement Plans, present them for Board approval, and supervise their implementation.
4. Prepare a school report card, present it at a regular Board meeting, and disseminate it as provided in State law.
5. In accordance with [105 ILCS 5/2-3.153](#), annually administer a climate survey on the instructional environment within the school to, at minimum, students in grades 4 through 8 and ¹²¹teachers.

LEGAL REF.:

[105 ILCS 5/2-3.25](#), [5/2-3.25a](#), [5/2-3.25b](#), [5/2-3.25c](#), [5/2-3.25d-5](#), [5/2-3.25e-5](#), [5/2-3.25f](#), [5/2-3.25f-5](#), [5/2-3.63](#), [5/2-3.64a-5](#), [5/2-3.153](#), [5/10-17a](#), [5/10-21.3a](#), and [5/27-1](#).

[23 Ill.Admin.Code Part 1, Subpart A](#): Recognition Requirements.

CROSS REF.: 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program), 7:10 (Equal Educational Opportunities)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/2-3.25f(a), amended by P.A. 103-175, providing that the Ill. State Board of Education (ISBE) “shall provide technical assistance to schools in school improvement status to assist with the development and implementation of ~~School and District Improvement Plans.~~” ISBE is required to provide districts with technical assistance and support by the Elementary and Secondary Education Act. 20 U.S.C. §6303. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:30 Organization of Instruction

The School District has instructional levels for grades Pre-K through 8. The Superintendent shall annually present to the Board of Education a plan for organizing instructional levels and assigning them to school facilities in order to:

1. Support the District's educational program,
2. Maximize facility usage without undue overcrowding, and
3. Provide substantially comparable instructional programs across the District.

Students, for instructional purposes, may be placed in groups within a school that do not necessarily follow grade level designations. For purposes of attendance reporting and other records, however, each student is assigned a grade-level placement.

Kindergarten

The District maintains a full-day kindergarten with an instructional program that fulfills the District's curriculum goals and objectives and the requirements of the State law. The District also offers a half-day kindergarten for those parents/guardians who request a half-day program.

LEGAL REF.:

105 ILCS ~~5/10-20.19a, 5/10-20.37~~ and 5/10-22.18. [PRESSPlus1](#)

[23 Ill.Admin.Code §1.420](#).

CROSS REF.: 6:40 (Curriculum Development), 6:170 (Title I Programs), 7:30 (Student Assignment), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-20.19a, repealed by P.A. 103-410. 105 ILCS 5/10-22.18, amended by P.A. 103-410, requires boards to establish a full-day kindergarten program by the beginning of the 2027-2028 school year. Elementary or unit districts that do not offer full-day kindergarten as of 10-1-22, may apply for a two-year extension of the 2027-28 school year full-day kindergarten implementation deadline if the criteria set forth in 105 ILCS 5/10-22.18(b)(1)-(3) are met. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent will ensure:

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in ~~all~~ grades and shall include a

developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.

- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).

Goals for Other School-Based Activities [PRESSPlus1](#)

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan

In collaboration with the District’s local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students.
2. Implement the Plan throughout the District.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District’s community. *Properly* means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

At least every three years, the Superintendent shall provide implementation data and/or reports to the Board concerning this policy’s implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District’s implementation of the policy

- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

Community Involvement

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in policy 8:10, *Connection with the Community*.

Recordkeeping

The Superintendent shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

LEGAL REF.:

[Pub. L. 108-265](#), Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

~~42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.~~

42 U.S.C. §1751 et seq., [Richard B. Russell](#) National School Lunch Act.

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.

~~42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.~~

[42 U.S.C. §1779](#), as implemented by [7 C.F.R. §§210.11](#) and [210.31](#).

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

[105 ILCS 5/2-3.139](#) and [5/2-3.189](#).

[23 Ill.Admin.Code Part 305](#), Food Program.

ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

PRESSPlus Comments

PRESSPlus 1. Updated in response to a request from the Ill. State Board of Education (ISBE) Nutrition Dept. and to federal requirements in 7 C.F.R. §210.31 for local school wellness policies. This is a required topic, but the local board may determine what goals are appropriate. 42 USC §1758b(b)(1); 7 C.F.R. §210.31(c)(1). The third sample goal comes from ISBE's Local Wellness Policy Template for Schools, available at: www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:60 Curriculum Content

The curriculum shall contain instruction on subjects required by State statute or regulation as follows:

1. In kindergarten through grade 8, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of opioid abuse. A reading opportunity of 60 minutes per day will be promoted for all students in kindergarten through grade 3 whose reading levels are one grade level or more lower than their current grade level. Daily time of at least 30 minutes (with a minimum of at least 15 consecutive minutes if divided) will be provided for supervised, unstructured, child-directed play for all students in kindergarten through grade 5. Before the completion of grade 5, students will be offered at least one unit of cursive instruction. In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 7 and 8, as well as in interscholastic athletic programs, steroid abuse prevention must be taught.
3. In kindergarten through grade 8, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence. In addition, anti-bias education and intergroup conflict resolution may be taught as an effective method for preventing violence and lessening tensions in schools; these prevention methods are most effective when they are respectful of individuals and their divergent viewpoints and religious beliefs, which are protected by the First Amendment to the Constitution of the United States.
4. In grades kindergarten through 12, age-appropriate Internet safety must be taught, the scope of which shall be determined by the Superintendent or designee. The curriculum must incorporate policy 6:235, *Access to*

Electronic Networks and, at a minimum, include: (a) education about appropriate online behavior, (b) interacting with other individuals on social networking websites and in chat rooms, and (c) cyberbullying awareness and response.

5. In all grades, students must receive developmentally appropriate opportunities to gain computer literacy skills that are embedded in the curriculum.
6. In all grades, character education must be taught including respect, responsibility, fairness, caring, trustworthiness, and citizenship in order to raise students' honesty, kindness, justice, discipline, respect for others, and moral courage. Instruction in all grades will include examples of behaviors that violate policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. In addition, in all grades, bullying prevention and gang resistance education and training must be taught.
7. In all schools, citizenship values must be taught, including: (a) American patriotism, (b) principles of representative government (the American Declaration of Independence, the Constitution of the United States of America and the Constitution of the State of Illinois), (c) proper use and display of the American flag, (d) the Pledge of Allegiance, and (e) the voting process.
8. In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage in a physical education course with such frequency as determined by the Board after recommendation from the Superintendent, but at a minimum of three days per five-day week. For exemptions and substitutions, see policy 7:260, *Exemption from Physical Education*.
9. In all schools, health education must be stressed, including: (a) proper nutrition, (b) physical fitness, (c) components necessary to develop a sound mind in a healthy body, (d) dangers and avoidance of abduction, and (e) age-appropriate and evidence-informed sexual abuse and assault awareness and prevention education in all grades. The Superintendent shall implement a comprehensive health education program in accordance with State law.
10. In all schools, career/vocational education must be taught, including: (a) the importance of work, (b) the development of basic skills to enter the world of work and/or continue formal education, (c) good work habits and values,

(d) the relationship between learning and work, and (e) if possible, a student work program that provides the student with work experience as an extension of the regular classroom. A career awareness and exploration program must be available at all grade levels.

11. In all schools, conservation of natural resources must be taught, including: (a) home ecology, (b) endangered species, (c) threats to the environment, and (d) the importance of the environment to life as we know it.
12. In all schools, instruction as determined by the Superintendent or designee^{PRESSPlus1} on United States (U.S.) history must be taught, including: (a) the principles of representative government, (b) the Constitutions of the U.S. and Illinois, (c) the role of the U.S. in world affairs, (d) the role of labor unions, (e) the role and contributions of ethnic groups, including but not limited to, ~~the~~ African Americans, Albanians, Asian Americans, Bohemians, Czechs, French, Germans, Hispanics (including the events related to the forceful removal and illegal deportation of Mexican-American U.S. citizens during the Great Depression), Hungarians, Irish, Italians, Lithuanians, Polish, Russians, Scots, and Slovaks in the history of this country and State, (f) a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBT) people in the history of the U.S. and Illinois, (g) Illinois history, ~~and~~ (h) the contributions made to society by Americans of different faith practices, including, but not limited to, Muslim Americans, Jewish Americans, Christian Americans, Hindu Americans, Sikh Americans, Buddhist Americans, and any other collective community of faith that has shaped America, (i) Native American nations' sovereignty and self-determination, both historically and in the present day, with a focus on urban Native Americans, and (j) beginning in the fall of 2024, the events of the Native American experience and Native American history within the Midwest and Illinois since time immemorial in accordance with 105 ILCS 5/27-20.05.^{PRESSPlus2}

In addition, all schools shall hold an educational program on the United States Constitution on Constitution Day, each September 17, commemorating the September 17, 1787 signing of the Constitution. However, when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

13. In grade 7, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.
14. In all schools, the curriculum includes^{s2} instruction as determined by the Superintendent or designee on the Holocaust and crimes of genocide,

including Nazi atrocities of 1933-1945, [the Native American genocide in North America](#), [PRESSPlus3](#) Armenian Genocide, the Famine-Genocide in Ukraine, and more recent atrocities in Cambodia, Bosnia, Rwanda, and Sudan.

15. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the history, struggles, and contributions of women.
16. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on Black History, including the history of the pre-enslavement of Black people from 3,000 BCE to AD 1619, the African slave trade, slavery in America, the study of the reasons why Black people came to be enslaved, the vestiges of slavery in this country, the study of the American civil rights renaissance, as well as the struggles and contributions of African-Americans.
17. In all schools, instruction during courses as determined by the Superintendent or designee on disability history, awareness, and the disability rights movement.
18. ~~Beginning in the fall of 2022,~~ In all schools, instruction as determined by the Superintendent or designee on the events of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States.
19. In kindergarten through grade 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

LEGAL REF.:

[Pub. L. No. 108-447](#), Section 111 of Division J, Consolidated Appropriations Act of 2005.

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

[47 C.F.R. §54.520](#).

[5 ILCS 465/3](#) and [465/3a](#).

[20 ILCS 2605/2605-480.](#)

[105 ILCS 5/2-3.80\(e\)](#) and [\(f\)](#), [5/10-20.79](#), [5/10-23.13](#), [5/27-3](#), [5/27-3.5](#), [5/27-5](#), [5/27-6](#), [5/27-6.5](#), [5/27-7](#), [5/27-12](#), [5/27-12.1](#), [5/27-13.1](#), [5/27-13.2](#), [5/27-20.05](#), [5/27-20.08](#), [5/27-20.3](#), [5/27-20.4](#), [5/27-20.5](#), [5/27-20.7](#), [5/27-20.8](#), [5/27-21](#), [5/27-22](#), [5/27-23.3](#), [5/27-23.4](#), [5/27-23.7](#), [5/27-23.8](#), [5/27-23.10](#), [5/27-23.11](#), [5/27-23.15](#), [5/27-23.16](#), [5/27-24.1](#), and [5/27-24.2](#).

[105 ILCS 110/3](#), Comprehensive Health Education Program.

[105 ILCS 435/](#), Vocational Education Act.

[625 ILCS 5/6-408.5](#), Ill. Vehicle Code.

[23 Ill.Admin.Code §§1.420](#), [1.425](#), [1.430](#), and [1.440](#).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sex Abuse and Grooming Behaviors), 6:20 (School Year Calendar and Day), 6:40 (Curriculum Development), 6:70 (Teaching About Religions), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:260 (Exemption from Physical Education)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/27-21, amended by P.A. 103-422, requires the school board to determine the minimum amount of instructional time. The sample policy complies by delegating this responsibility to the superintendent or designee. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/27-21, amended by P.A. 103-422 (adding teaching about Native American nations' sovereignty and self-determination), and 105 ILCS 5/27-20.05, added by P.A. 103-422 (adding instruction on Native American experience and history).

Note that instruction on Native American nations' sovereignty and self-determination under 105 ILCS 5/27-21, amended by P.A. 103-422, does not specify a delayed implementation date. Consult the board attorney regarding whether a district may delay implementation of such instruction given that the implementation of Native American experience and Native American history in 2024-2025 must include instruction on tribal sovereignty.

Instruction in events of the Native American experience and Native American history must include “the contributions of Native Americans in government and the arts, humanities, and sciences, as well as the contributions of Native Americans to the economic, cultural, social, and political development of their own nations and of the United States.” Additionally, in grades 6 through 12, the instruction must include “the study of the genocide of and discrimination against Native Americans, as well as tribal sovereignty, treaties made between tribal nations and the United States, and the circumstances around forced Native American relocation.” The Ill. State Board of Education (ISBE) is required to make instructional materials related to Native Americans available on its website, but not until 1-1-25. For additional resources, see <https://americanindian.si.edu/nk360> and <https://iste.org/blog/15-resources-for-teaching-native-american-history-and-culture>. **Issue 113, October 2023**

PRESSPlus 3. 105 ILCS 5/27-20.3, amended by P.A. 103-422. Beginning with the 2024-2025 school year, instruction on Native American genocide is also required by 105 ILCS 5/27-20.05, added by P.A. 103-422 in grades 6-12. Note that instruction on Native American genocide under 105 ILCS 5/27-20.3, amended by P.A. 103-422 does not specify a delayed implementation date. Consult the board attorney regarding whether a district may delay implementation of such instruction given that the implementation of Native American experience and Native American history in 2024-2025 must include instruction on Native American genocide. ISBE is not required to make instructional materials on the Native American genocide in North America available on its website until 1-1-25. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:230 Library Media Program

The Superintendent or designee shall manage the District's library media program to comply with (1) State law and Ill. State Board of Education (ISBE) rule and (2) the following standards:

1. The program includes an organized collection of resources available to students and staff to supplement classroom instruction, foster reading for pleasure, enhance information literacy, and support research, as appropriate to students of all abilities in the grade levels served.
2. Financial resources for the program's resources and supplies are allocated to meet students' needs.
3. Students in all grades served have equitable access to library media resources.
4. The advice of an individual who is qualified according to ISBE rule is sought regarding the overall direction of the program, including the selection and organization of materials, provision of instruction in information and technology literacy, and structuring the work of library paraprofessionals.
5. The program adheres to the principles of the American Library Association's *Library Bill of Rights*, which indicate that materials should not be proscribed or removed because of partisan or doctrinal disapproval.^{Q1}
[PRESSPlus1](#)
6. Staff members are invited to recommend additions to the collection.
7. Students may freely select resource center materials as well as receive guided selection of materials appropriate to specific, planned learning experiences.
8. ~~The program is guided by the principles of the American Library Association's *Library Bill of Rights* and its interpretation for school libraries.~~

Parents/guardians, employees, and community members who believe that library media program resources violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance*¹³⁶

Procedure.

The Superintendent or designee shall establish criteria consistent with this policy for the review of objections. Parents/guardians, employees, and community members with suggestions or complaints about library media program resources may complete a *Library Media Resource Objection Form*. The Superintendent or designee shall inform the parent/guardian, employee, or community member, as applicable, of the District's decision.

LEGAL REF.:

75 ILCS 10/8.7.

23 Ill.Admin.Code §1.420(o).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:60 (Curriculum Content), 6:170 (Title I Programs), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs)

Questions and Answers:

***Required Question 1. Updated in response to 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24, requiring districts that wish to be eligible for State library grants (e.g., school library grants under 75 ILCS 10/8.4) to adopt the American Library Association's Library Bill of Rights (available at <https://www.ala.org/advocacy/intfreedom/librarybill>) or a written statement prohibiting the practice of banning books. In order to be eligible for a School Library Grant, a district must also be a member in good standing of a regional multitype library system (e.g., Illinois Heartland Library System or Reaching Across Illinois Library System) or have applied for membership and been approved for membership in such a system within specific timeframes. 23 Ill.Admin.Code §3035.120.

If the board prefers the alternative language permitted by 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24, for Standard #5, it may substitute with the following: "The practice of banning books or other materials within the District's library media program is prohibited."

Which policy language has the board adopted?

- The program adheres to the principles¹³⁷ of the American Library Association's

Library Bill of Rights, which indicate that materials should not be proscribed or removed because of partisan or doctrinal disapproval. (Default)

○ The practice of banning books or other materials within the District's library media program is prohibited. (IASB will make this substitution.)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:60 Residence

Resident Students^{Q1}

Only students who are residents of the District may attend a District school except as 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.

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.

Residence of Students with Disabilities [PRESSPlus1](#)

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 Nonresident Students Pursuant to an Agreement or Order

Nonresident students may attend District schools **tuition-free** 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.
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.
3. According to an intergovernmental agreement.
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. Board of Education policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status

If the Superintendent or designee determines that a nonresident student is attending a District school, he or she on behalf of the Board shall notify the person who enrolled the student of the tuition amount that is due and immediately begin proceedings to ban the student from future attendance. 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, ~~and 5/10-22.5a~~, [5/14-1.11](#), [5/14-1.11a](#), and [5/14-1.11b](#).

[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.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy)

Questions and Answers:

***Required Question 1. 105 ILCS 5/10-20.12a(a), amended by P.A. 103-111, allows boards to adopt a policy to waive nonresident tuition if the student is the child of a district employee. A *child* means a district employee's child who is a biological child, adopted child, foster child, stepchild, or a child for which the employee serves as legal guardian.

Does the board wish to accept requests from district employees for their nonresident children to attend school in the district on a tuition-free basis?

- No. (Default)
- Yes. (IASB will add the following paragraph to a new subhead "Requests for Nonresident Admission": For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).)

PRESSPlus Comments

PRESSPlus 1. When special education services are provided, a student's resident district is determined by 105 ILCS 5/14-1.11 (when the resident district is the district in which the parent/guardian resides), 14-1.11a, amended by P.A. 102-514 (when the resident district is the district in which the student resides), and 14-1.11b (applying the provisions of 105 ILCS 5/14-1.11 and 14-1.11a to determine the resident district in all cases in which special education services and facilities are provided). **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:70 Attendance and Truancy

Compulsory School Attendance

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, and (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.

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), 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 determined by the Board, other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee. 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 of Education 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 telephone, 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 information about community agency services. 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, Board members, school resource officers, and staff 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 Intermediate Service Center, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or

municipal authorities, the Intermediate Service Center, 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

Pursuant to State law and 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](#). [PRESSPlus1](#)

[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 Behavior), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:160 Student Appearance

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The District does not prohibit hairstyles historically associated with race, ethnicity, hair texture, or any other protected classes under Board policy 7:10, *Equal Educational Opportunities*, including, but not limited to, protective hairstyles such as braids, locks, and twists. The District also does not prohibit the right of a student to wear or accessorize the student's graduation attire with items associated with the student's cultural, ethnic, or religious identity or other characteristic or category protected under the Ill. Human Rights Act, 775 ILCS 5/1-103(Q). [PRESSPlus1](#) Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Superintendent or designee and included in the *Student Handbook(s)*.

LEGAL REF.:

[105 ILCS 5/2-3.25](#) and [5/10-22.25b](#).

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

CROSS REF.: 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:165 (School Uniform), 7:190 (Student Behavior)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 103-463. 775 ILCS 5/1-103(Q), which is referenced in 105 ILCS 5/10-22.25b, prohibits unlawful discrimination based on a person's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:165 School Uniforms

Students are expected to wear school uniforms to school on all school attendance days, in order to maintain and promote orderly school functions, student safety, and a positive learning environment. The Building Principal is authorized to designate days on which this uniform policy is relaxed.

The Superintendent or designee shall designate a District-wide uniform after receiving input from school staff members, parents, and interested community members. Students may:

1. Display religious messages on items of clothing to the same extent they are permitted to display other messages;
2. Wear attire that is part of the student's religious practice;
3. Wear or display expressive items, such as a button, as long as such items do not contribute to disruption by substantially interfering with discipline or with the rights of others; and
4. Wear the uniform of a nationally recognized youth organization such as Boy Scouts or Girl Scouts on regular meeting days.

No student shall be denied attendance at school, penalized, or otherwise subject to compliance measures for failing to wear a uniform because of:

1. Insufficient time in which to comply with this policy;
2. Financial hardship;
3. Hairstyles, including hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists;
4. Graduation attire or accessories to graduation attire associated with the student's cultural, ethnic, or religious identity or other characteristic or category protected under the Ill. Human Rights Act, 775 ILCS 5/1-103(Q).[PRESSPlus1](#) or
5. Religious objection by the student's ¹⁶⁷parent/guardian to the student's

compliance with this policy or the applicable uniform, if they have provided the Superintendent with a signed statement detailing their objection.

Any student eligible for reduced or free lunches, or for a waiver of student fees, is eligible for financial assistance toward the purchase of school uniforms. The Superintendent or designee shall develop a process for informing parents/guardians of the availability of financial assistance and a method to process financial requests.

No student shall be suspended or expelled from school, or receive a lowered academic grade, because of failing to comply with this policy.

The Superintendent or designee shall develop incentives and positive reinforcement measures to encourage full compliance.

LEGAL REF:

105 ILCS 5/2-3.25 and 5/10-22.25b.

CROSS REF: 4:140 (Waiver of Student Fees), 7:160 (Student Appearance), 7:190 (Student Behavior)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 103-463. 775 ILCS 5/1-103(Q), which is referenced in 105 ILCS 5/10-22.25b, prohibits unlawful discrimination based on a person's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. **Issue 113, October 2023**

Document Status: Draft Update

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.
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. 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. 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 teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (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.
- 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. [PRESSPlus1](#) 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. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. 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.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. 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 may also be restricted from being on school grounds and at school activities.
12. 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 may also be restricted from being on school grounds and at school activities.
13. 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](#).

14. 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. Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

Corporal punishment is prohibited. Corporal punishment is defined as 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 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).

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 ~~1961~~2012 ([720 ILCS 5/24-1](#)).
2. A knife, brass knuckles, or other knuckle¹⁵⁵ 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 [PRESSPlus2](#)

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. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian. *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 such a report of (1), above, the Building Principal or designee shall immediately notify the 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 agency, Ill. State Police (ISP), and any involved student's parent/guardian.[Q1](#)

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 incidents involving battery against staff members to the Ill. State Board of Education through its web-based School Incident Reporting System as they occur during the year and no later than August 1 for the preceding school year.[PRESSPlus3](#)

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 other persons providing a related service for or with respect to a student, may use reasonable force as 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.¹⁵⁷

Incorporated

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

LEGAL REF.:

20 U.S.C. § ~~6087971~~, Pro-Children Act of ~~20041994~~.

[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](#), [5/24-24](#), [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)

Questions and Answers:

***Required Question 1. The building principal must notify the student's parent/guardian only when the alleged offense is firearm possession. 105 ILCS 5/27.1A(b). The policy expands this notification duty to include drug-related incidents and battery of a staff member.

Would the board like to expand the notification duty, or align it with 105 ILCS 5/27.1A(b)?

- Expand the notification duty to include drug-related incidents and battery of a staff member. (Default)
- Align notification duty to 105 ILCS 5/27.1A(b). (IASB will amend the second sentence as follows: "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.")

PRESSPlus Comments

PRESSPlus 1. Optional. Generative artificial intelligence (AI) is a broad label used to describe any AI system that generates, with varying levels of autonomy, content such as complex text, images, audio, or video. When not used for academic dishonesty purposes, generative AI tools may present innovative learning opportunities for students and teaching opportunities for educators. For further information, see the International Society for Technology in Education webpage on AI exploration for educators at: www.iste.org/areas-of-focus/AI-in-education. **Issue 113, October 2023**

PRESSPlus 2. This subhead is updated to align with subsection **J. Required Notices** in sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, 5/10-27.1B(b), and 5/10-21.7, amended by P.A. 102-894. To satisfy the reporting requirement, ISBE created the School Incident Reporting System (SIRS), a web-based application on IWAS for schools to report incidents electronically. See subhead **J. Required Notices** of sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, available at PRESS Online by logging in at www.iasb.com. Reporting on SIRS

does not satisfy the requirement to report incidents to local law enforcement authorities. **Issue 113, October 2023**

Document Status: Draft Update

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/guardian 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/guardian. 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 ¹⁶¹asthma action plan, (2) an Individual

Health Care Action Plan, (3) an allergy emergency action plan III. Food Allergy Emergency Action Plan and Treatment Authorization Form, PRESSPlus1 (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.

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 Epinephrine Injectors

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law, may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. 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.

School District Supply of Undesignated Opioid Antagonists

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) PRESSPlus2 and maintain a supply of undesignated opioid antagonists in the name of the District 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.

School District Supply of Undesignated Oxygen Tanks^{Q1}

In schools where the District maintains special educational facilities, the Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules.

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 Epinephrine Injectors** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school epinephrine injectors.

The **School District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply, for the District a prescription for opioid antagonists from a health care professional who has been delegated prescriptive authority for opioid antagonists in accordance with Section 5-23 of the Substance Use Disorder Act, or (2) fill the District's prescription for undesignated school opioid antagonists.

The **School District Supply of Undesignated Oxygen Tanks** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a

qualifying prescriber, [PRESSPlus3](#) or (2) fill the District's prescription for undesignated oxygen tanks.

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.

[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)

Questions and Answers:

***Required Question 1. 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24, permits a district maintaining special educational facilities to maintain a supply of undesignated oxygen tanks in a secure location that is accessible before, during, and after school where a person with developmental disabilities is most at risk, including, but not limited to classrooms and lunchrooms. *Special educational facility* is not specifically defined in 105 ILCS 5/14-4.01; consult the board attorney for advice regarding this term and if it is limited to separate buildings, self-contained classrooms, and/or programs attended solely by students with disabilities. For example, this option may not be available if a district utilizes a special education cooperative for all of its special education programming. There is a reference to *special education facilities* in 105 ILCS 5/14-12.01, which may provide some guidance; it addresses reimbursement for the construction and maintenance of “special education facilities designed and utilized to house instructional program, diagnostic services” and “other special education services for children with disabilities.” 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, does not specify who can administer undesignated oxygen, nor does it specify any training requirements for its use in schools. To minimize potential liability and ensure proper administration, a best practice is to restrict who can administer undesignated oxygen to school nurses and other school personnel who have received appropriate training on the emergency use and storage of oxygen. See sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*, available at PRESS Online by logging in at www.iasb.com.

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated oxygen tanks and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district provides them, but does not have them accessible before, during, and after school where a person with development disabilities is most at risk as required by 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24. See *In re Estate of Stewart*, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student’s asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); *In re Estate of Stewart*, 412 Ill.Dec. 914 (Ill. 2017)(school district’s appeal denied).

Does the district maintain special educational facilities for children with disabilities under 105 ILCS 5/14-4.01?

○ No. (IASB will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.)

o Yes. If yes, does the board want the district to maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary? Type "yes" or "no." If no, IASB will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.):

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.21b and 105 ILCS 5/22-30, amended by P.A. 103-175, replacing the retired *Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form* with allergy emergency action plan in the School Code provisions regarding administration of medication to students. **Issue 113, October 2023**

PRESSPlus 2. Required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, eff. 1-1-24. In the case of a shortage of opioid antagonists, a district must make reasonable efforts to maintain a supply. At least one opioid antagonist, a naloxone nasal spray, has been approved by the U.S. Federal Food and Drug Administration for over-the-counter, nonprescription use. A district must obtain a prescription for a supply of opioid antagonists from a *health care professional* with prescriptive authority under the Substance Use Disorder Act, 20 ILCS 301/5-23, unless it is able to secure a supply without a prescription. *Health care professional* means a physician licensed to practice medicine in all its branches, a licensed physician assistant with prescriptive authority, a licensed advanced practice registered nurse with prescriptive authority, or an advanced practice registered nurse who practices in a hospital or ambulatory surgical treatment center and possesses appropriate clinical privileges in accordance with the Nurse Practice Act, 20 ILCS 301/5-23(d)(4). **Issue 113, October 2023**

PRESSPlus 3. 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated oxygen tanks in the name of the district to be maintained for use when necessary. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:285 Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board of Education policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for the District to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps the District reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Superintendent or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained*

personnel, as provided in [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).

3. Implements and maintains a supply of undesignated epinephrine in the name of the District, in accordance with policy 7:270, *Administering Medicines to Students*.
4. Follows and references the applicable best practices specific to the District's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
5. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
6. Complies with State and federal law and is in alignment with Board policies.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy at least once every three years. The Superintendent or designee shall assist the Board with its review and any necessary updates.

LEGAL REF.:

105 ILCS 5/2-3.190, 5/10-22.39(e), and 5/22-30. [PRESSPlus1](#)

[23 Ill.Admin.Code §1.540](#).

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

CROSS REF.: 4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips and Recreational Class Trips), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements for staff members who work with

students. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of *Ann Marie's Law* listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code [Section 5/2-3.166\(c\)](#) (2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements [105 ILCS 5/2-3.139](#) and [105 ILCS 5/27-7](#) (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under [105 ILCS 5/3-14.8](#) (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by [105 ILCS 5/10-22.39](#) for licensed school personnel and administrators all District staff [PRESSPlus1](#) who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral

of students at risk of suicide; and

- b. III. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
- a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the III. Learning Standards and [405 ILCS 49/15\(b\)](#) (requiring student social and emotional development in the District's educational program);
 - b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the District;
 - c. 6:140, *Education of Homeless Children*, implementing provision of District services to students who are homeless;
 - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and [105 ILCS 5/10-22.24a](#) and [22.24b](#), which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
 - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
 - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
 - g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act, [405 ILCS 49/](#) (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and

- h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District's Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the District's Suicide Prevention and Depression Awareness Program.

Monitoring

The Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District's website. The Superintendent or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the District. Student identification (ID) cards, the District's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, [5 ILCS 860/](#), Children's Mental Health Act, [405 ILCS 49/](#), Mental Health and Developmental Disabilities Confidentiality Act, [740 ILCS 110/](#), and the Individuals with Disabilities Education Act, [42 U.S.C. §12101](#) *et seq.*

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

LEGAL REF.:

[42 U.S.C. § 1201](#) *et seq.*, Individuals with Disabilities Education Act.

[105 ILCS 5/2-3.166](#), [105 ILCS 5/2-3.139](#), [5/3-14.8](#), [5/10-20.76](#), [5/10-20.81](#), [5/10-22.24a](#), [5/10-22.24b](#), [5/10-22.39](#), [5/14-1.01](#) *et seq.*, [5/14-7.02](#), and [5/14-7.02b](#), [5/27-7](#).

[5 ILCS 860/](#), Student Confidential Reporting Act.

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

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

[745 ILCS 10/](#), Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

PRESSPlus Comments

PRESSPlus 1. Updated in response to [105 ILCS 5/10-22.39](#), amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24¹⁷⁴, requiring teachers, administrators,

and school support personnel who work with students to be trained on identifying warning signs of mental illness, trauma, and suicidal behavior in youth. Such training must include, but is not limited to, appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/3.166. 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, uses the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. **Issue 113, October 2023**

Document Status: Draft Update

COMMUNITY RELATIONS

8:30 Visitors to and Conduct on School Property

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 Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

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

All visitors to school property are required to report to the main office and receive permission to remain on school property. All visitors must have valid identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

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

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.

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.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
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.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
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.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
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.

Convicted Child Sex Offender

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

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

For employees whose collective bargaining agreement does not address this subject:

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.

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. 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. [PRESSPlus1](#) The person is also may be subject to being denied admission to school athletic or extracurricular events ~~or meetings~~ for up to one calendar year in accordance with the procedures below.

Procedures to Deny Future Admission to Athletic or Extracurricular School Events ~~or Meetings~~ [PRESSPlus2](#)

Before any person may be denied admission to athletic or extracurricular school

events ~~or meetings as provided in this policy~~, 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 10 days before the Board hearing date. The hearing notice must contain:

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
4. Instructions on how to waive a hearing.

LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. §7971~~81~~ et seq., Pro-Children Act of ~~2001~~1994.

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.

~~430 ILCS 66/~~, ~~Firearm Concealed Carry 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 Board of Education Meetings), [2:230](#) (Public Participation at Board of Education 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)

PRESSPlus Comments

PRESSPlus 1. Updated in response to PRESS Advisory Board member feedback requesting clarification on the authority of boards to enforce conduct rules under 105 ILCS 5/10-20.5 and under various criminal trespass statutes. 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). **Issue 113, October 2023**

PRESSPlus 2. Updated in response to PRESS Advisory Board member feedback requesting clarification that the scope of subhead **Procedures to Deny Future Admission to Athletic or Extracurricular School Events or Meetings** is limited, as specified in the new subhead title, to topics set forth in 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.

Consult the board attorney if the district would like to deny an individual admission to board meetings. **Issue 113, October 2023**

Document Status: Draft Update - Rewritten

Superintendent

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

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

The foundation for a productive employment relationship begins when the Board identifies the most qualified superintendent candidate (*successful superintendent candidate*) after an established interview process. The Board then extends an offer of employment to the successful superintendent candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board's policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at the link above.

Below, the *Checklist for the Superintendent Employment Contract Negotiation Process (Checklist)* provides a column entitled **Superintendent Contract Term Considerations for the Board**. It lists common superintendent employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common superintendent employment contract terms.

The *Checklist* is intended to serve as a ¹⁸¹resource to educate and guide the

Board through the employment contract negotiation process with its successful superintendent candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Superintendent, all set the foundation for mutual respect and a clear understanding of the Board and Superintendent’s respective roles, responsibilities, and expectations. **Important:** This *Checklist* is a resource for contract formation; it is not a list of must have items for a superintendent’s employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful superintendent candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful superintendent candidate. The Board and the successful superintendent candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful superintendent candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

Board Attorney. Prior to providing any successful superintendent candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. Note: Boards should view a successful superintendent candidate retaining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

Power and Duties of the Superintendent

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duties	<p>Does the Board enumerate the duties of the Superintendent in the employment contract?</p> <ol style="list-style-type: none"> 1. Are the statutory duties of the Superintendent listed? 2. Has the Board incorporated policy references to ¹⁸²the other duties related to the Superintendent’s employment?

	See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.
Full-time, Attention and Energy Clause	<p>How will the Board address outside activities of the Superintendent?</p> <ol style="list-style-type: none"> 1. How will the Board define <i>outside activities</i>? 2. Will the Board restrict the Superintendent from engaging in outside activities during the term of the employment contract? 3. Will the Board require approval/notification before the Superintendent engages in outside activities?

Employment and Compensation

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duration of Contract	<p>A superintendent's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
Salary	<p>Special Considerations for the Board may include:</p> <ol style="list-style-type: none"> 1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g)) prior to retirement? 2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary? School districts are responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds the governor's statutory salary. The governor's annual salary is published by TRS at: www.trsil.org/employers/payments/contribution-rates_earnings-limitations. 3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)? <p>Items the Board may see the successful superintendent candidate request of it:</p> <ol style="list-style-type: none"> 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary.

	3. Compensation increases.
Severance Agreements	<p>Any contract that contains a condition of severance pay must include the following provisions required by the Government Severance Pay Act (GSPA), 5 ILCS 415/10:</p> <ol style="list-style-type: none"> 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the Changes to the Superintendent's Employment Contract subhead below for a definition of what misconduct means in the context of this law.
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> 1. Pension contributions (TRS-THIS)? 2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation? 3. Unforeseen pension reform issues?

Conditions of Employment

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful superintendent candidate to guarantee that as the future Superintendent of the District, he or she has and will maintain the appropriate licensure throughout the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> , and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, <i>Investigations</i> .
Sexual Misconduct Related Employment History Review Law	105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> and PRESS sample administrative procedure 5:30-AP3, <i>Sexual Misconduct Related Employment History Review (EHR)</i> .
	Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9 and sexual misconduct related employment history review required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23 and

Other Background Check Laws

discussed above? If yes, consult the Board Attorney and consider the following laws:

15 U.S.C. § 1681 et seq., Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party *consumer reporting agencies*, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.

820 ILCS 75/, Ill. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant's criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (a/k/a *ban the box* law).

820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:

1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account;
2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and
3. Taking an adverse employment action against an individual (including refusal to hire) based on that individual's use of a lawful product off District property during nonworking hours, i.e., tobacco, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, and its f/ns).

820 ILCS 70/, Ill. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a *bona fide occupational requirement*, which is further defined in the statute. The job descriptions of superintendents generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory

	power over more than \$100; and (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.
Medical Examination	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 25 and 26.</p>
Tenure	<p>Suspension of Tenure</p> <p>With multi-year contracts and multi-year extensions, superintendents waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p> <p>Continued Tenure</p> <p>Superintendents serving multiple one year contracts may still accrue service toward and acquire tenure.</p> <p>See 105 ILCS 5/10-23.8 and the <i>Duration of Contract</i> row in the Employment and Compensation checkbox, above.</p>

Evaluations and Goals

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Superintendent and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p> <ol style="list-style-type: none"> 1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states “and other information as the Board may determine”)?

Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent

2. Included them in the body of the employment contract? Or as an exhibit to it?
3. Set them to be:
 - a. Measurable and achievable, i.e., are they within the Superintendent's control?
 - b. Objective, subjective or a combination of both?
4. Set a timeline for achievement, and if so is it on an:
 - a. Annual basis?
 - b. Prior to completion of the employment contract?
5. Set them as procedural, substantive, or a combination of both?

For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:

www.iasb.com/conference-training-and-events/training/workshops/

Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their superintendents accountable for district performance, including academic achievement:

Setting District Goals and Direction (leads a board and superintendent to develop their own district language for specific measurable, and attainable goals and indicators)

The Superintendent Evaluation Process (describes an effective method of holding the superintendent accountable)

Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to:

1. "Direct, through policy, its superintendent in his or her charge of the administration of the school district;" and
2. Evaluate the superintendent in his or her "administration of school board policies and his or her stewardship of the assets of the district."

How will the Board evaluate the successful superintendent candidate upon its outlined goals and indicators?

Does the Board state when it will evaluate the successful superintendent candidate upon the goals and indicators that it set?
 Note: Some districts do not consider the superintendent evaluation to be a *one-time event* and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.

Is the Board or the ¹⁸⁷successful superintendent candidate

Superintendent Evaluation	<p>responsible to trigger the components of the Superintendent's evaluation process?</p> <p>What evaluation instrument will be used? How will the evaluation be documented?</p> <p>Will an evaluation instrument be outlined by the Board in its employment contract with the successful superintendent candidate?</p> <p>Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?</p> <p>For more information about best practices when planning for and evaluating the Superintendent, see:</p> <p><i>The Superintendent Evaluation Process</i> at: www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf;</p> <p>IASB's <i>Foundational Principles of Effective Governance</i>, Principle 3. The board employs a superintendent, at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/; stating "the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy."</p>
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Expenses and Benefits

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses and Allowances	<p>How will the Board address expenses and allowances in its employment contract negotiations with the successful superintendent candidate?</p> <p>Business</p> <ol style="list-style-type: none"> 1. What standard will the Board use, e.g., reasonable, itemized, etc.? 2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent's expenses? <p>Transportation</p> <p>Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful superintendent candidates request discussion about include:</p>

	<ol style="list-style-type: none"> 1. Vehicle insurance reimbursement(s) 2. Vehicle repair reimbursement(s) 3. A travel allowance only at either a set amount or the District's per mile rate 4. A vehicle 5. Out-of-district travel
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful superintendent candidate?</p> <p>Some items successful superintendent candidates request include:</p> <ol style="list-style-type: none"> 1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums. 2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many days? 2. Will vacation days accumulate? And, if so, how? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking a vacation? If yes, describe the process. 4. Will the Board address reimbursement for unused days? 5. Will vacation days need to be used for days off during winter or spring breaks?
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided? 2. How will sick day accumulation be addressed? 3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking or upon returning from a sick day? If yes, describe the process.

Will the Board address membership in professional

Professional Activities and Organizations Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many organizations will the Board allow the Superintendent to join? 2. Which organizations will be allowed? 3. What is the Board's limit for the cost of dues to professional organizations?
Retirement	<p>Will the Board address any type of payment(s) upon the Superintendent's retirement? If yes, then:</p> <ol style="list-style-type: none"> 1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful superintendent candidate's attorney has interest in the following issues: <ol style="list-style-type: none"> a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
Annuities and Other Deferred Compensation	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p> <ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Superintendent's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?

Changes to the Superintendent's Employment Contract

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>How will the Board and successful superintendent candidate agree to address orderly end to the employment contract when the Board chooses not to renew it?</p> <ol style="list-style-type: none"> 1. Will there be a non-renewal notification date? Do

<p>Non-Renewal at End of Contract</p>	<p>both parties' attorneys find it reasonable?</p> <ol style="list-style-type: none"> 2. Will the Board require the Superintendent to remind it of the non-renewal date? 3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification? 4. Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?
<p>Renewal at End of Contract</p>	<p>Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then:</p> <ol style="list-style-type: none"> 1. What date would be the earliest that the Board could renew its employment contract with the Superintendent? 2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon superintendents achieving their stated goals and indicators of student performance and academic improvement and other information they required.
<p>Contract Extensions</p>	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p> <ol style="list-style-type: none"> 1. Will the Board agree to extend it during its term if the Board determines that the Superintendent successfully met all of the Board's stated goals and indicators of student performance and academic improvement and other information it required? 2. Will the Board agree to extend a one-year contract when the Superintendent is not required to meet any goals? <p>See 105 ILCS 5/10-23.8.</p>
	<p>If the successful superintendent candidate accepts employment with the Board and becomes the Superintendent, how will the Board outline the grounds and procedures for terminating the Superintendent's employment during the contract's term?</p> <ol style="list-style-type: none"> 1. Will the Board and the successful superintendent candidate agree to terminate it upon mutual agreement? 2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Superintendent? And if so, will the Board require reasonable notice from its Superintendent? 3. Could either the Board or Superintendent terminate the employment contract without cause by providing

Terminations

notice to the other?

4. Will the Board terminate the employment contract for permanent disability of the Superintendent?
 - a. How will the Board define permanent disability in the contract?
 - b. Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or
 - c. Will the Board consider duration of absence; e.g., 90-days after exhaustion of available leave, whichever is greater?

See PRESS sample policy 5:180, *Temporary Illness or Temporary Incapacity*.

5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:
 - a. Any conduct detrimental/prejudicial to the District;*
 - b. Just cause;
 - c. Sufficient to dismiss a tenured teacher;
 - d. Material breach of contract; or
 - e. Not arbitrary and capricious.

*50 ILCS 205/3c, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See Severance Pay row directly below.

6. Will the Board agree to provisions for hearing and due process for the Superintendent?
7. How will the Board address death of its Superintendent during the duration of the employment contract?

Severance Pay

Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1):

A restriction to an amount not exceeding 20 weeks of compensation; and

A prohibition for any severance if the Superintendent is fired for *misconduct* by the Board. This law defines misconduct to include sexual harassment and/or

	discrimination. But 50 ILCS 205/3c limits sexual harassment or discrimination to instances when an employee is “found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964.” For more discussion about these laws, see f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i> .
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the employment contract?</p> <ol style="list-style-type: none"> 1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys? 2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?
Amendments	How will the Board and Superintendent agree to allow for amendments to the employment contract?

What technical clauses need to be in the Superintendent’s employment contract?

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Technical clauses (common in contracts)	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent’s attorney reviewed them?</p> <ol style="list-style-type: none"> 1. Notice 2. Applicable law 3. Headings and numbers 4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract? 5. Counterparts 6. Effect of Policy Amendments 7. Severability 8. Advice of Counsel

Miscellaneous Issues

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
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Board Obligations Under the Employment Contract	<p>Do all members of the Board understand the District's obligations under the employment contract and what not complying with them will mean to the District?</p> <p>Specifically, are Board members aware of the Board's specific obligations regarding:</p> <ol style="list-style-type: none"> 1. The Superintendent Evaluation 2. Goal setting 3. Required notifications/actions by each party prior to termination of the employment contract
Ongoing Monitoring of Each Party's Compliance with the Contract	Are the Board and Superintendent actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?
Legislative Issues	How might pending pension reform legislation or other trending legislation affect the employment contract?

PRESSPlus Comments

PRESSPlus 1. This Board exhibit is **Rewritten** for PRESS Plus Issue 111. Updates were made in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23, requiring a board to conduct a sexual misconduct related employment history review (EHR) when they hire an employee who will have direct contact with children or students, including a superintendent, and for continuous improvement. A redlined version showing the changes made is available at **PRESS** Online by logging in at www.iasb.com. **Issue 111, March 2023**

Document Status: Review and Monitoring

BOARD OF EDUCATION

2:80 Board Member Oath and Conduct

Each Board of Education member, before taking his or her seat on the Board, shall take the following oath of office: [PRESSPlus1](#)

I, (*name*), **do solemnly swear** (or affirm) that I will faithfully discharge the duties of the office of member of the Board of Education of Lyons Public School District 103, in accordance with the Constitution of the United States, the Constitution of the State of Illinois, and the laws of the State of Illinois, to the best of my ability.

I further swear (or affirm) that:

I shall respect taxpayer interests by serving as a faithful protector of the School District's assets;

I shall encourage and respect the free expression of opinion by my fellow Board members and others who seek a hearing before the Board, while respecting the privacy of students and employees;

I shall recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a public Board meeting;

I shall abide by majority decisions of the Board, while retaining the right to seek changes in such decisions through ethical and constructive channels;

As part of the Board of Education, I shall accept the responsibility for my role in the equitable and quality education of every student in the School District;

I shall foster with the Board extensive participation of the community, formulate goals, define outcomes, and set the course for Lyons Public School District 103;

I shall assist in establishing a structure and an environment designed

to ensure all students have the opportunity to attain their maximum potential through a sound organizational framework;

I shall strive to ensure a continuous assessment of student achievement and all conditions affecting the education of our children, in compliance with State law;

I shall serve as education's key advocate on behalf of students and our community's school (or schools) to advance the vision for Lyons Public School District 103; and

I shall strive to work together with the District Superintendent to lead the School District toward fulfilling the vision the Board has created, fostering excellence for every student in the areas of academic skills, knowledge, citizenship, and personal development.

The Board Secretary will administer the oath in an open Board meeting ; in the absence of the President, the Vice President will administer the oath. If neither is available, the Board member with the longest service on the Board will administer the oath.

The Board adopts the Illinois Association of School Boards' *Code of Conduct for Members of School Boards*. A copy of the *Code* shall be displayed in the regular Board meeting room.

LEGAL REF.:

[105 ILCS 5/10-16.5.](#)

CROSS REF.: 1:30 (School District Philosophy), 2:20 (Powers and Duties of the Board of Education; Indemnification), 2:50 (Board Member Term of Office), 2:100 (Board Member Conflict of Interest), 2:105 (Ethics and Gift Ban), 2:210 (Organizational Board of Education Meeting)

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at

PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary

- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 112, June 2023

Document Status: Review and Monitoring

Board Member Oath and Conduct

2:80-E Exhibit - Board Member Code of Conduct

As a member of my local Board of Education, I will do my utmost to represent the public interest in education by adhering to the following standards and principles: [PRESSPlus1](#)

1. I will represent all School District constituents honestly and equally and refuse to surrender my responsibilities to special interest or partisan political groups.
2. I will avoid any conflict of interest or the appearance of impropriety which could result from my position, and will not use my Board membership for personal gain or publicity.
3. I will recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a Board meeting.
4. I will take no private action that might compromise the Board or administration and will respect the confidentiality of privileged information.
5. I will abide by majority decisions of the Board, while retaining the right to seek changes in such decisions through ethical and constructive channels.
6. I will encourage and respect the free expression of opinion by my fellow Board members and will participate in Board discussions in an open, honest and respectful manner, honoring differences of opinion or perspective.
7. I will prepare for, attend and actively participate in Board of Education meetings.
8. I will be sufficiently informed about and prepared to act on the specific issues before the Board, and remain reasonably knowledgeable about local, State, national, and global education issues.
9. I will respectfully listen to those who communicate with the Board, seeking to understand their views, while recognizing my responsibility to represent the interests of the entire community.
10. I will strive for a positive working relationship with the Superintendent, respecting the Superintendent's authority to advise the Board, implement Board policy, and administer the District.

11. I will model continuous learning and work to ensure good governance by taking advantage of Board member development opportunities, such as those sponsored by my State and national School Board associations, and encourage my fellow Board members to do the same.
 12. I will strive to keep my Board focused on its primary work of clarifying the District purpose, direction and goals, and monitoring District performance.
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PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 112, June 2023

Document Status: Review and Monitoring

BOARD OF EDUCATION

2:150 Committees

The Board of Education may establish committees to assist with the Board's governance function and, in some situations, to comply with State law requirements. These committees are known as Board committees and report directly to the Board. Committee members may include both Board members and non-Board members depending on the committee's purpose. The Board President makes all Board committee appointments unless specifically stated otherwise. Board committee meetings shall comply with the Open Meetings Act. A Board committee may not take final action on behalf of the Board – it may only make recommendations to the Board. [PRESSPlus1](#)

Special Board Committees

A special committee may be created for specific purposes or to investigate special issues. A special committee is automatically dissolved after presenting its final report to the Board or at the Board's discretion.

Standing Board Committees

A standing committee is created for an indefinite term although its members will fluctuate. Standing committees are:

1. Board Policy Committee. This committee researches policy issues, and provides information and recommendations to the Board.
2. Parent-Teacher Advisory Committee. This committee assists in the development of student discipline policy and procedure, and provides information and recommendations to the Board. Its members are parents/guardians and teachers, and may include persons whose expertise or experience is needed. The committee reviews such issues as administering medication in the schools, reciprocal reporting between the School District and local law enforcement agencies regarding criminal offenses committed by students, student behavior, disruptive classroom behavior, school bus safety procedures²⁰⁰, and the dissemination of student

conduct information.

3. Behavioral Interventions Committee. This committee, coordinated by the Executive Director of the Special Education Cooperative, develops and monitors procedures for using behavioral interventions in accordance with Board policy 7:230, *Misconduct by Students with Disabilities*. Committee reports and recommendations are made to the Board upon its request.

Nothing in this policy limits the authority of the Superintendent or designee to create and use committees that report to him or her or to other staff members.

LEGAL REF.:

[5 ILCS 120/](#), Open Meetings Act.

[105 ILCS 5/10-20.14](#) and [5/14-8.05](#).

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of Board of Education Meetings), 2:240 (Board Policy Development), 7:190 (Student Behavior), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: January 25, 2016

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Document Status: Review and Monitoring

BOARD OF EDUCATION

2:250 Access to District Public Records

Full access to the District's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Superintendent or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the District's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of the District's response. [PRESSPlus1](#)

Freedom of Information Officer

The Superintendent shall appoint an employee, who may be himself or herself, to serve as the District's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy.

Definition

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

Requesting Records

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

Responding to Requests

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

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

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

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

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

Fees

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

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse the District's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case

shall the copying fees exceed the maximum fees permitted by FOIA. If the District's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as the District's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a *voluminous request*, as defined in FOIA.

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

Provision of Copies and Access to Records

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

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

Preserving Public Records

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

LEGAL REF.:

[5 ILCS 140/](#), Illinois Freedom of Information Act.

[105 ILCS 5/10-16](#) and [5/24A-7.1](#).

[820 ILCS 40/11](#).

[820 ILCS 130/5](#).

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

ADOPTED: September 24, 2015

PRESSPlus Comments

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Issue 110, October 2022

Document Status: Review and Monitoring

GENERAL SCHOOL ADMINISTRATION

3:10 Goals and Objectives

The Superintendent directs the administration in order to manage the School District and to facilitate the implementation of a quality educational program in alignment with Board of Education policy 1:30, *School District Philosophy*.

Specific goals and objectives are to: [PRESSPlus1](#)

1. Provide educational expertise.
2. Plan, organize, implement, and evaluate educational programs that will provide for students' mastery of the Illinois Learning Standards.
3. Meet or exceed student performance and academic improvement goals established by the Board.
4. Develop and maintain channels for communication between the school and community.
5. Develop an administrative procedures manual and handbooks for personnel and students that are in alignment with Board policy.
6. Manage the District's fiscal and business activities to ensure financial health, cost-effectiveness, and protection of the District's assets.
7. Provide for the proper use, reasonable care, and appropriate maintenance of the District's real and personal property, including buildings, equipment, and supplies.

LEGAL REF.:

[105 ILCS 5/10-16.7](#), [5/10-21.4](#), and [5/10-21.4a](#).

CROSS REF.: 1:30 (School District Philosophy), 2:20 (Powers and Duties of the Board of Education; Indemnification), 2:130 (Board Superintendent Relationship), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 6:10 (Educational Philosophy and Objectives)

ADOPTED: December 15, 2014

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 110, October 2022

Document Status: Review and Monitoring

OPERATIONAL SERVICES

4:30 Revenue and Investments

Revenue [PRESSPlus1](#)

The Superintendent or designee is responsible for making all claims for property tax revenue, State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

The Superintendent shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer and Superintendent shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

Investment Objectives

The objectives for the School District's investment activities are:

1. Safety of Principal - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. Liquidity - The investment portfolio shall provide sufficient liquidity to pay District obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. Rate of Return - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. Diversification - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

Authorized Investments

The Chief Investment Officer may invest District funds in any investment as authorized in [30 ILCS 235/2](#), and Acts amended thereto.

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

The Chief Investment Officer and Superintendent shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, [30 ILCS 238/](#).

Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last two sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the District initiates the investment at or through a bank located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

The District may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The District may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has

received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, [30 ILCS 235/](#). The Superintendent or designee shall keep the Board informed of collateral agreements.

Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the District's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide a quarterly investment report to the Board. The report will: (1) assess whether the investment portfolio is meeting the District's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the District, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Board will determine, after receiving the Superintendent's recommendation, which fund is in most need of interest income and the Superintendent shall

execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

Ethics and Conflicts of Interest

The Board and District officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, *Board Member Conflict of Interest*. No District employee having influence on the District's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.:

[30 ILCS 235/](#), Public Funds Investment Act.

[30 ILCS 238/](#), Ill. Sustainable Investing Act.

[105 ILCS 5/8-7](#), [5/10-22.44](#), [5/17-1](#), and [5/17-11](#).

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

PRESSPlus Comments

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Issue 113, October 2023

Document Status: Review and Monitoring

OPERATIONAL SERVICES

4:40 Incurring Debt

The Superintendent shall provide early notice to the Board of Education of the District's need to borrow money. The Superintendent or designee shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue State Aid Anticipation Certificates, tax anticipation warrants, working cash fund bonds, bonds, notes, and other evidence of indebtedness, or (2) establish a line of credit with a bank or other financial institution. The Superintendent shall notify the State Board of Education before the District issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law. [PRESSPlus1](#)

LEGAL REF.:

Securities Act of 1933, [15 U.S.C. §77a et seq.](#)

Securities Exchange Act of 1934, [15 U.S.C. §78a et seq.](#)

[17 C.F.R. §240.15c2-12.](#)

Bond Authorization Act, [30 ILCS 305/2](#)

Bond Issue Notification Act, [30 ILCS 352/](#)

Local Government Debt Reform Act, [30 ILCS 350/.](#)

Tax Anticipation Note Act, [50 ILCS 420/.](#)

[50 ILCS 420/.](#)

[105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.](#)

CROSS REF.: 4:10 (Fiscal and Business Management)

PRESSPlus Comments

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Issue 111, March 2023

Document Status: Review and Monitoring

OPERATIONAL SERVICES

4:55 Use of Credit and Procurement Cards

The Superintendent and employees designated by the Superintendent are authorized to use District credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the District's behalf. Credit and procurement cards shall only be used for those expenses that are for the District's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the District's best interests. [PRESSPlus1](#)

The Superintendent or designee shall manage the use of District credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether District credit and procurement card use by the Superintendent is appropriate.

In addition to the other limitations contained in this and other Board policies, District credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board or District or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Superintendent or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Superintendent, may charge no more than \$500 in a single purchase and no more than \$1000 within a given month without prior authorization from the Superintendent.
4. The Superintendent or designee must approve the use of a District credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.

5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the District for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Superintendent shall implement a process whereby all purchases using a District credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a District credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in [105 ILCS 5/10-20.21](#), or any Board policy.
10. The Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

LEGAL REF.:

[105 ILCS 5/10-20.21](#).

[23 Ill.Admin.Code §100.70\(d\)](#).

CROSS REF.: 4:50 (Payment Procedures), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits), 4:90 (Student Activity and Fiduciary Funds), 5:60 (Expenses)

ADOPTED: December 15, 2014

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of

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Issue 110, October 2022

Document Status: Review and Monitoring

General Personnel

5:170 Copyright

Works Made for Hire [PRESSPlus1](#)

The Superintendent shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and federal laws and Board of Education policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assured the District shall be the owner of the copyright.

Copyright Compliance

While staff members may use appropriate supplementary materials, it is each staff member's responsibility to abide by the District's copyright compliance procedures and to obey the copyright laws. The District is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Superintendent or designee whenever the staff member is uncertain about whether using or copying material complies with the District's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. No staff member shall, without first obtaining the permission of the Superintendent or designee, install or download any program on a District-owned computer. At no time shall it be necessary for a District staff member to violate copyright laws in order to properly perform his or her duties.

Copyright Infringement; Designation of District Digital Millennium Copyright Act (DMCA) Agent

The employee listed below receives complaints about copyright infringement within the use of the District's online services. The Superintendent or designee will register this information with the federal Copyright Office as required by federal law.

District DMCA Agent:

Martin Stack

218

4100 Joliet Ave..

Lyons, IL 60534

Email:

stackm@sd103.com

708.783.4100

LEGAL REF.:

~~Federal Copyright Law of 1976~~, 17 U.S.C. §101 et seq., Federal Copyright Law of 1976.

[105 ILCS 5/10-23.10](#).

CROSS REF.: 6:235 (Access to Electronic Networks)

~~ADOPTED: January 25, 2016~~

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 110, October 2022

Document Status: Review and Monitoring

Educational Support Personnel

5:285 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing. [PRESSPlus1](#)

This policy shall not be implemented, and no administrative procedures will be needed, until it is reasonably foreseeable that the District will hire staff for a position(s) requiring a commercial driver's license.

LEGAL REF.:

[625 ILCS 5/6-106.1](#) and [5/6-106.1c](#).

[49 U.S.C. §31306](#), Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, [P.L. 102-143](#)).

[49 C.F.R. Parts 40](#) (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), [382](#) (Controlled Substance and Alcohol Use and Testing), and [395](#) (Hours of Service of Drivers).

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

ADOPTED: April 28, 2017

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider

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Issue 111, March 2023

Document Status: Review and Monitoring

INSTRUCTION

6:10 Educational Philosophy and Objectives

The District's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are to: [PRESSPlus1](#)

1. Foster students' self-discovery, self-awareness, and self-discipline.
2. Develop students' awareness of and appreciation for cultural diversity.
3. Stimulate students' intellectual curiosity and growth.
4. Provide students with fundamental career concepts and skills.
5. Help students develop sensitivity to the needs and values of others and a respect for individual and group differences.
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential.
7. Encourage students to become life long learners.
8. Provide an educational climate and culture free of bias concerning the protected classifications identified in policy 7:10, *Equal Educational Opportunities*.

In order for the Board to monitor whether the educational program is attaining these objectives and to be knowledgeable of current and future resource needs, the Superintendent shall prepare an annual report that includes:

1. A review and evaluation of the present curriculum.
2. A projection of curriculum and resource needs.
3. An evaluation of, and plan to eliminate, any bias in the curriculum or instructional materials and methods concerning the classifications referred to in item 8, above.
4. Any plan for new or revised instructional program implementation.
5. A review of present and future facility needs.

PRESSPlus Comments

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Issue 112, June 2023

Document Status: Review and Monitoring

INSTRUCTION

6:130 Program for the Gifted

The Superintendent or designee shall implement an education program for gifted and talented learners that will challenge and motivate academically advanced learners and engage them in appropriately differentiated learning experiences to develop their unique abilities. If the State Superintendent of Education issues a Request for Proposals because sufficient State funding is available to support local programs of gifted education, the Superintendent or designee shall inform the Board concerning the feasibility and advisability of developing a “plan for gifted education” that would qualify for State funding. [PRESSPlus1](#)

Eligibility to participate in the gifted program shall not be conditioned upon race, religion, sex, disability, or any factor other than the student’s identification as gifted or talented learner.

The Board of Education will monitor this program’s performance by meeting periodically with the Superintendent or designee to determine and/or review the indicators and data that evidence whether the educational program for gifted and talented learners is accomplishing its goals and objectives and is otherwise in compliance with this policy.

LEGAL REF.:

[105 ILCS 5/14A.](#)

[23 Ill.Admin.Code Part 227.](#)

CROSS REF.: 6:135 (Accelerated Placement Program)

ADOPTED: September 22, 2016

PRESSPlus Comments

224

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According
6:130

to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 110, October 2022

Document Status: Review and Monitoring

INSTRUCTION

6:190 Extracurricular and Co-Curricular Activities

Extracurricular or co-curricular activities are school-sponsored programs for which some or all of the activities are outside the instructional day. They do not include field trips, homework, or occasional work required outside the school day for a scheduled class. Co-curricular activity refers to an activity associated with the curriculum in a regular classroom and is generally required for class credit. Extracurricular activity refers to an activity that is not part of the curriculum, is not graded, does not offer credit, and does not take place during classroom time; it includes competitive interscholastic activities and clubs. [PRESSPlus1](#)

The Superintendent must approve an activity in order for it to be considered a District-sponsored extracurricular or co-curricular activity, using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of student-participants.
2. Fees assessed students are reasonable and do not exceed the actual cost of operation.
3. The District has sufficient financial resources for the activity.
4. Requests from students.
5. The activity will be supervised by a school-approved sponsor.

Academic Criteria for Participation

For students in kindergarten through 8th grade, selection of members or participants is at the discretion of the teachers, sponsors, or coaches, provided that the selection criteria conform to the District's policies. Students must satisfy all academic standards and must comply with the activity's rules and the student conduct code.

LEGAL REF.:

[105 ILCS 5/10-20.30](#) and [5/24-24](#).

CROSS REF.: 4:170 (Safety), 7:10 (Equal Educational Opportunities), 7:40 (Nonpublic School Students, Including Parochial and Home-Schooled Students), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:300 (Extracurricular Athletics) , 8:20 (Community Use of School Facilities)

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
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Issue 112, June 2023

Document Status: Review and Monitoring

INSTRUCTION

6:210 Instructional Materials

All District classrooms and learning centers should be equipped with an evenly-proportioned, wide assortment of instructional materials, including textbooks, workbooks, audio-visual materials, and electronic materials. These materials should provide quality learning experiences for students and: [PRESSPlus1](#)

1. Enrich and support the curriculum;
2. Stimulate growth in knowledge, literary appreciation, aesthetic values, and ethical standards;
3. Provide background information to enable students to make informed judgments and promote critical reading and thinking;
4. Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society; and
5. Contribute to a sense of the worth of all people regardless of sex, race, religion, nationality, ethnic origin, sexual orientation, disability, or any other differences that may exist.

The Superintendent or designee shall annually provide a list or description of textbooks and instructional materials used in the District to the Board of Education. Anyone may inspect any textbook or instructional material.

Teachers are encouraged to use age-appropriate supplemental material only when it will enhance, or otherwise illustrate, the subjects being taught. No R-rated movie shall be shown to students unless prior approval is received from the Superintendent or designee, and no movie rated NC-17 (no one 17 and under admitted) shall be shown under any circumstances. These restrictions apply to television programs and other media with equivalent ratings. The Superintendent or designee shall give parents/guardians an opportunity to request that their child not participate in a class showing a movie, television program, or other media with an R or equivalent rating.

The Superintendent shall approve the selection of all textbooks and instructional materials according to the standards described in this policy. The School Code governs the adoption and purchase of textbooks and instructional materials.

LEGAL REF.:

[105 ILCS 5/10-20.8](#) and [5/28-19.1](#).

CROSS REF.: 6:30 (Organization of Instruction), 6:40 (Curriculum Development), 6:80 (Teaching About Controversial Issues), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 8:110 (Public Suggestions and Concerns)

~~ADOPTED: January 22, 2018~~

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 111, March 2023

Document Status: Review and Monitoring

INSTRUCTION

6:240 Field Trips and Recreational Class Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the District's educational objectives. [PRESSPlus1](#)

All field trips must have the Superintendent or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Board of Education. The Superintendent or designee shall analyze the following factors to determine whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. A member of District 103 certified staff must be present on all field trips. On all field trips, a bus fee set by the Superintendent or designee may be charged to help defray the transportation costs.

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

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

Recreational Class Trips

Recreational class trips are permissible provided they do not interfere with the District's educational goals. The provisions in this policy concerning field trips are also applicable to recreational class trips, except those regarding educational value.

LEGAL REF.:

[105 ILCS 5/29-3.1.](#)

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

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 112, June 2023

Document Status: Review and Monitoring

INSTRUCTION

6:270 Guidance and Counseling Program

The School District provides a guidance and counseling program for students. The Superintendent or designee shall direct the District's guidance and counseling program. School counseling services, as described by State law, may be performed by a qualified guidance specialist or any certificated staff member. [PRESSPlus1](#)

Each staff member is responsible for effectively guiding students under his/her supervision in order to provide early identification of intellectual, emotional, social, or physical needs, diagnosis of any learning disabilities, and development of educational potential. The District's counselors shall offer counseling to those students who require additional assistance.

LEGAL REF.:

[105 ILCS 5/10-22.24a](#) and [5/10-22.24b](#).

[23 Ill.Admin.Code §1.420\(q\)](#).

CROSS REF.: 6:50 (School Wellness), 6:65 (Student Social and Emotional Development), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:120 (Education of Children with Disabilities), 6:130 (Program for the Gifted), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students) , 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED: December 15, 2014

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." ²³² TASB suggests that each policy in the

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Issue 110, October 2022

Document Status: Review and Monitoring

STUDENTS

7:275 Orders to Forgo Life-Sustaining Treatment

Written orders from parent(s)/guardian(s) to forgo life-sustaining treatment for their child must be signed by the student's physician and given to the Superintendent. This policy shall be interpreted in accordance with the Illinois Health Care Surrogate Act. [755 ILCS 40/](#)[PRESSPlus1](#)

Whenever an order to forgo life-sustaining treatment is received, the Superintendent shall convene a multi-disciplinary team that includes:

1. The student, when appropriate;
2. The student's parent(s)/guardian(s);
3. Other medical professionals, e.g., licensed physician, physician's assistant, or nurse practitioner;
4. Local first responders for the building in which the student is assigned to attend school;
5. The school nurse;
6. Clergy, if requested by the student or his or her parent(s)/guardians(s);
7. Other individuals to provide support to the student or his or her parent(s)/guardian(s); and
8. School personnel designated by the Superintendent.

The team shall determine guidelines to be used by school staff members in the event the child suffers a life-threatening episode at school or a school event.

The District personnel shall convey orders to forgo life-sustaining treatment to the appropriate emergency or healthcare provider.

LEGAL REF.:

Health Care Surrogate Act, [755 ILCS 40/](#).

[Cruzan v. Director, Missouri Dept. of Health](#), 497 U.S. 261 (1990).

In re C.A., a minor, 236 Ill.App.3d 594 (1st Dist. 1992).

ADOPTED: February 26, 2018

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 112, June 2023

Document Status: Review and Monitoring

COMMUNITY RELATIONS

8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

No material or literature shall be posted or distributed that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval as described in this policy. [PRESSPlus1](#)

Community, Educational, Charitable, or Recreational Organizations

Community, educational, charitable, recreational, or similar groups may, under procedures established by the Superintendent, advertise events pertinent to students' interests or involvement. All advertisements must (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Superintendent or designee. The District reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

Commercial Companies and Political Candidates or Parties

Commercial companies and political candidates or organizations are prohibited from advertising in schools, on the school grounds, or on school or District websites.

LEGAL REF.:

Lamb's Chapel v. Center Moriches Union Free Sch. Dist., 508 U.S. 384 (1993).

Berger v. Rensselaer Central Sch. Corp., 982 F.2d 1160 (7th Cir. 1993), *cert. denied*, 113 S.Ct. 2344 (1993).

Sherman v. Community Consolidated Sch. Dist. 21, 8 F.3d 1160 (7th Cir. 1993), *cert. denied*, 8 F.3d 1160 (1994).

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

Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist., 640 F.3d 329 (8th Cir. 2011), *cert. denied*, 565 U.S. 1036 (2011).

DiLoreto v. Downey Unified Sch. Dist., 196 F.3d 958 (9th Cir. 1999).

CROSS REF.: 7:325 (Student Fundraising Activities)

PRESSPlus Comments

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Issue 112, June 2023

Document Status: Review and Monitoring

COMMUNITY RELATIONS

8:70 Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others. [PRESSPlus1](#)

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing

a grievance under the Uniform Grievance Procedure.

LEGAL REF.:

Americans with Disabilities Act, [42 U.S.C. §§12101 et seq.](#) and [12131 et seq.](#); [28 C.F.R. Part 35](#).

Rehabilitation Act of 1973 §104, [29 U.S.C. §794](#) (2006).

[105 ILCS 5/10-20.51](#).

[410 ILCS 25/](#), Environmental Barriers Act.

[71 Ill.Admin.Code Part 400](#), Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Building Programs)

~~ADOPTED: January 22, 2018~~

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 111, March 2023

General Personnel

5:185 Family and Medical Leave

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

For employees not covered by a current applicable bargaining agreement:

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks each 12-month period, beginning September 1 and ending August 31 of the next year.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave, provided such leave is available for use in accordance with Board policies and rules. In addition, all policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.

3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules.

If spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee has been employed by the District for at least 12 months and has been employed for at least 1,000 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), [38 U.S.C. 4301](#), *et seq.*, or when a written agreement exists concerning the District's intention to rehire the employee.
2. ~~The employee is a full-time classroom teacher.~~

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide:
 - (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and
 - (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A District's obligation to maintain health insurance coverage

ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e., within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

Implementation

The Superintendent or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF.:

[29 U.S.C. §2601](#) *et seq.*, Family and Medical Leave Act; [29 C.F.R. Part 825](#).

[105 ILCS 5/24-6.4](#).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

School Board

Board Member Compensation; Expenses

Board Member Compensation Prohibited

School Board members provide volunteer service to the community and may not receive compensation for services, except that a Board member serving as the Board Secretary may be paid an amount up to the statutory limit if the Board so provides.

Roll Call Vote

All Board member expense requests for travel, meals, and/or lodging must be approved by roll call vote at an open meeting of the Board.

Regulation of School District Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the District by resolution. No later than approval of the annual budget and when necessary, the Superintendent will recommend a maximum allowable reimbursement amount for expenses to be included in the resolution. The recommended amount should be based upon the District's budget and other financial considerations.

Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the Board member, (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.

Exceeding the Maximum Allowable Reimbursement Amount(s)

All requests for expense advancements, reimbursements, and/or purchase orders that exceed the maximum allowable reimbursement amount set by the Board may only be approved by it 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.

Advancements

The Board may advance to its members actual and necessary expenses to be incurred while attending:

1. Meetings sponsored by the Illinois State Board of Education or by the Regional Superintendent of Schools;
2. County or regional meetings and the annual meeting sponsored by any school board association complying with Article 23 of the School Code; and
3. Meetings sponsored by a national organization in the field of public school education.

Expense advancement requests must be submitted to the Superintendent or designee on the Board's standardized estimated expense approval form. After spending expense advancements, Board members must use the Board'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. A Board member must return to the District any portion of an expense advancement not used. If an expense advancement is not requested, expense reimbursements may be issued by the Board to its members for the activities listed in numbers one through three, above, along with registration fees or tuition for a course(s) that allowed compliance with the mandatory trainings described in policy 2:120, *Board Member Development* and other professional development opportunities that are encouraged by the School Code (see the **Reimbursements and Purchase Orders** subhead, below). Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

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

Credit and Procurement Cards

Credit and procurement cards shall not be issued to Board members.

Standardized Expense Form(s) Required

All requests for expense advancement, reimbursement, and/or purchase orders in the District must be submitted on the appropriate itemized, signed standardized form(s). The form(s) must show the following information:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and office of the Board member 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 or reimbursement will be or was expended.
4. The nature of the official business conducted when the expense advancement or reimbursement will be or was expended.

Types of Official Business for Expense Advancements, Reimbursements, and Purchase Orders

1. Registration. When possible, registration fees will be paid by the District in advance.
2. Travel. The least expensive method of travel will be used, providing that no hardship will be caused to the Board member. Board members will be reimbursed for:
 - a. 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.
 - b. 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.

- c. 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.
 - d. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
 - e. Taxis, airport limousines, ride sharing or other local transportation costs.
3. Meals. Meals charged to the School District should represent mid-fare selections for the hotel/meeting facility or general area, consistent with the maximum allowable reimbursement amount set by the Board. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.
 4. Lodging. Board members should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Board members should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.
 5. Miscellaneous Expenses. Board members 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 Board member expenses for travel charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must comply with Board policy 5:60, *Expenses*, and its implementing procedures. Travel expenses include costs for transportation, lodging, meals, and related items.

LEGAL REF.: 105 ILCS 5/10-20 and 5/10-22.32.
 30 ILCS 708/, Government Accountability and Transparency Act.
 50 ILCS 150/, Local Government Travel Expense Control Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:120 (Board Member Development), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 5:60 (Expenses)

School Board

Exhibit - Resolution to Regulate Expense Reimbursements

WHEREAS, Section 10-20 of the School Code (105 ILCS 5/10-20) grants school boards other powers that are not inconsistent with their duties;

WHEREAS, Section 10 of the Local Government Travel Expense Control Act (50 ILCS 150/) provides that the School Board shall by resolution regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the types of official business for which travel, meal, and lodging expenses are allowed; (2) maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses supported with minimum documentation;

WHEREAS, the Board regulates the types of expenses that are allowed in Board Policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*;

WHEREAS, based upon the School District’s budget and other financial considerations, the Superintendent has recommended to the Board a maximum allowable reimbursement amount of \$[amount] _____ for Board members and District staff;

WHEREAS, the Board requires submission of appropriate standardized expense forms supported with required written minimum documentation (50 ILCS 150/10 and 20);

WHEREAS, submitted expenses that exceed the Board’s maximum allowable reimbursement amount may be approved by a roll call vote at an open meeting of the Board when an emergency or other extraordinary circumstance exists (50 ILCS 150/10 and 15);

WHEREAS, all Board member expenses must be approved by a roll call vote at an open meeting of the Board (50 ILCS 150/15);

THEREFORE, BE IT RESOLVED, that the Board hereby:

1. Defines and sets the types of allowable expenses through Board policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*.
2. Sets the maximum allowable reimbursement for travel, meal, and lodging expenses to an amount not to exceed \$[amount] _____, effective on [date] _____ until the Resolution is rescinded or replaced by the Board.
3. Supersedes its previously adopted *Resolution to Regulate Expense Reimbursements* as of the effective date in paragraph two above.
4. Requires use of Board exhibits 2:125-E1, *Board Member Expense Reimbursement Form*; 2:125-E2, *Board Member Estimated Expense Approval Form*; 5:60-E1, *Employee Expense Reimbursement Form*; and 5:60-E2, *Employee Estimated Expense Approval Form*.
5. May approve expenses that exceed the Board’s maximum allowable reimbursement amount by a roll call vote at an open meeting when an emergency or other extraordinary circumstance exists.
6. Must approve its members’ expenses by a roll call vote at an open meeting.

Attested by: _____, Board President

Attested by: _____, Board Secretary

Lyons School District 103 | 2024-2025 SCHOOL CALENDAR

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	HOL	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Independence Day

July: Attendance 0 Days

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

15 Teacher Institute

15 K-5 Open House 5:30-7

16 Teacher Institute

19 Teacher Institute

20 First Day of School

28 Early Dismissal (K-5 & GWMS)
GWMS Open House- 5:30-7

Attendance: 12 Days

Accum: 12 Days

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	HOL	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day

11 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

Attendance: 20 Days

Accum: 32 Days

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	HOL	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

14 Columbus/Indigenous Day

9 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

24 Half Day/ Parent Teacher Conf.

25 Half Day

October 18-End of 1st Quarter

Attendance: 22 Days

Accum: 54 Days

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	NIA	NIA	NIA	HOL	NIA	30

5 General Election Non Attendance

6 School Improvement Day(SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

25 Not In Attendance

26 Not In Attendance

27 Not In Attendance

28 Thanksgiving Day

29 Not in Attendance

Attendance: 15 Days

Accum: 69 Days

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	NIA	HOL	HOL	NIA	NIA	28
29	NIA	HOL				

4 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

20 Early Dismissal

23-1/3 Winter Break

December 20 –End of 2nd Quarter

Attendance: 15

Accum: 84

JANUARY 2025						
S	M	T	W	Th	F	S
			HOL	NIA	NIA	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	HOL	21	22	23	24	25
26	27	28	29	30	31	

12/23 – 1/3 Winter Break

8 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

20 ML King Day

30 Half Day/ Parent/Teacher Conf

31 Half Day

Attendance: 19

Accum: 103

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	HOL	18	19	20	21	22
23	24	25	26	27	28	

5 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

17 Presidents' Day

Attendance: 19

Accum:122

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

March 14-End of 3rd Quarter

Attendance: 21

Accum: 143

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	NIA	NIA	NIA	NIA	NIA	12
3	14	15	16	17	HOL	19
20	21	22	23	24	25	26
27	28	29	30			

1 Teacher Institute

4 Early Dismissal

4/7-4/11 Spring Break

2 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

18 Good Friday

Attendance: 16

Accum: 159

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	HOL	27	28	29	30	31

7 School Improvement Day (SIP)

(Student Dismissal: K-5 11:50 a.m.
GWMS – 11:05 a.m.)

26 Memorial Day

30 Last Day of School

May 30-End of 4th Quarter

Attendance: 21

Accum: 176 Days + 5 Emer

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	HOL	20	21
22	23	24	25	26	27	28
29	30					

6/2-6/7 Emergency Days

19 Juneteenth

**XED – please see note below

Accum: Students: 176 Days + 5 Emer

Accum: Teachers 180 Days

Lyons School District 103 | 2024-2025 SCHOOL CALENDAR

District Calendar Information

First day of school:	August 20
Last day of school:	May 30 (if no emergency days are used)
Regular school day schedule:	GWMS: 7:55 a.m.-2:40 p.m. K-5: 8:35 a.m.-3:05 p.m.
Early Dismissal Days (DS):	GWMS: 7:55 a.m.-2:05 p.m. K-5: 8:35 a.m.-2:35 p.m.
Parent Teacher Conference (XHPT) and SIP Day (SIP) schedules:	GWMS: 7:55 a.m.-11:05 p.m. K-5: 8:35 a.m.-11:50 p.m.
NIA:	Non-Attendance Day

- Teacher Institutes (TI): August 15, August 16, August 19, April 1
 - Early Dismissal Days (DS): August 28, December 20, April 4
 - Holidays (HOL): September 2, October 14, November 28, December 25, January 1, January 20, February 18, April 18, May 26, June 19
 - Parent-Teacher Conferences (XHPT): October 24, January 30
 - SIP Days: September 11, October 9, November 6, December 4, January 8, February 5, March 5, April 2, May 7
 - Half Day (HALF): October 24, October 25, January 30, January 31
 - Thanksgiving Break: November 25 – 29
 - Winter Break: December 23 – January 3
 - Spring Break: April 7 – April 11
-
- First Quarter: August 20 - October 18
 - Second Quarter: October 21 – December 20
 - Third Quarter: January 6 - March 14
 - Fourth Quarter: March 17 - May 30
-
- Emergency Days: June 2 - June 6

RESOLUTION abating a portion of the taxes heretofore levied for the year 2023 to pay debt service on certain outstanding bonds of School District Number 103, Cook County, Illinois.

* * *

WHEREAS, the Board of Education (the “*Board*”) of School District Number 103, Cook County, Illinois (the “*District*”), by a resolution adopted on the 24th day of April, 2006 (the “*2006 Bond Resolution*”), has provided for the issuance of its General Obligation Capital Appreciation Limited School Bonds, Series 2006 (the “*2006 Bonds*”); and

WHEREAS, a duly certified copy of the 2006 Bond Resolution was filed with the County Clerk of The County of Cook, Illinois (the “*County Clerk*”) on or before the 15th day of May, 2006; and

WHEREAS, the Board, by a resolution adopted on the 27th day of February, 2012 (the “*2012 Bond Resolution*” and, together with the 2006 Bond Resolution, the “*Bond Resolutions*”), has provided for the issuance of its General Obligation Limited School Bonds, Series 2012A (the “*2012A Bonds*” and, together with the 2006 Bonds, the “*Bonds*”); and

WHEREAS, a duly certified copy of the 2012 Bond Resolution was filed with the County Clerk on the 28th day of February, 2012; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and desirable to abate a portion of the taxes heretofore levied for the year 2023 to pay the principal of and interest on the Bonds; and

WHEREAS, the Board has further determined and does hereby further determine that the District has funds on hand and lawfully available to pay the principal of and interest on the Bonds in the amount of \$886,288 (the “*Available Funds*”); and

WHEREAS, the Available Funds have been deposited to the credit of the respective bond and interest funds of the District established pursuant to the Bond Resolutions for the purpose of paying the principal of and interest on the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of School District Number 103, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Taxes. The taxes heretofore levied in each Bond Resolution and partially abated by each Direction for Abatement of Taxes shall be partially abated further as follows:

FOR THE 2006 BONDS

LEVY YEAR	TAXES CURRENTLY ON FILE	TAXES TO BE ABATED	TAXES TO BE EXTENDED
2023	\$850,000.00	\$850,000.00	\$0.00

FOR THE 2012A BONDS

LEVY YEAR	TAXES CURRENTLY ON FILE	TAXES TO BE ABATED	TAXES TO BE EXTENDED
2023	\$143,500.00	\$36,288.00	\$107,212.00

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution and prior to March 1, 2024, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate a portion of said taxes levied for the year 2023 in accordance with the provisions hereof.

Section 4. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Repealer and Effective Date. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted February 20, 2024.

President, Board of Education

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 103, Cook County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a true, correct and complete copy of the resolution adopted by the Board at a meeting of the Board held on the 20th day of February, 2024, and entitled:

RESOLUTION abating a portion of the taxes heretofore levied for the year 2023 to pay debt service on certain outstanding bonds of School District Number 103, Cook County, Illinois.

which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 20th day of February, 2024.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of February, 2024, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating a portion of the taxes heretofore levied for the year 2023 to pay debt service on certain outstanding bonds of School District Number 103, Cook County, Illinois.

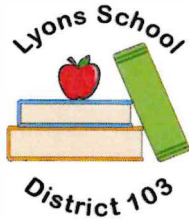
(the “*Resolution*”) duly adopted by the Board of Education of School District Number 103, Cook County, Illinois (the “*District*”), on the 20th day of February, 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2023 for the payment of the District’s outstanding General Obligation Capital Appreciation Limited School Bonds, Series 2006, and General Obligation Limited School Bonds, Series 2012A, as described in the Resolution, will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of February, 2024.

County Clerk

[SEAL]



Lyons Elementary District 103

Serving the communities of Brookfield, Forest View, Lyons, McCook and Stickney

Working Together to Expand Student Opportunities

Kristopher Rivera
Superintendent of Schools

MEMORANDUM

To: Board of Education

From: Mohsin Dada, Business Consultant

Re: Capital Projects & Procurement

Date: February 20, 2024

Summer 2024 Capital Projects

In 2022, the District's architecture firm Cordogan Clark reviewed our buildings mechanical, roofing and miscellaneous infrastructure to ascertain capital improvement projects recommended based on deficiencies, end of life span and other criteria. They then developed a multi-year Capital Improvements plan identifying projects with the most pressing needs.

In Summer 2023, we completed the Building Automation System upgrades for all six buildings, purchased the Chiller for Lincoln School and installed the PA system at GWMS. A significant portion of these expenditures were paid from the ESSER II grant.

For this summer, we were targeting Mechanical and Roofing Replacement work at Edison, Home, Lincoln and GWMS. The scope of Mechanical work includes:

- Edison – replacement of two boilers, five pumps, and water heater
- Home – replacement of rooftop air handling unit, exterior ductwork, replacement of two boilers, four pumps and a water heater
- Lincoln – demolition of existing Chiller and installation of new unit

The Roofing replacement projects will be at Home, and Lincoln School area where the new Chiller is being located.

Our Architects (Cordogan Clark) put the Mechanical projects out for bid on January 22, 2024. Bid Package One encompassed Mechanical, Electrical, Plumbing and Controls projects and six bids were received ranging from \$1,334,745 to \$1,588,000. Hayes Mechanical was the lowest responsible bidder at \$1,334,745 and we're recommending Board approval of this contract.

Bid Package Three encompassed General Trades projects and three bids were received ranging from \$379,000 to \$515,515. The Bid Package originally had the Chimney tuck pointing and reductions at 4 schools being affected by the Mechanical work, but upon further review this scope was removed and will be combined with the remaining Chimney work to account for all of the School Chimneys at a later date to take advantage of scale and better efficiencies. Thus the chimney work value of \$157,800 was deducted from the lowest responsive and

responsible bidder's final total. Edwin Anderson Construction was the lowest responsible bidder at \$221,200 and we're recommending Board approval of this contract.

In addition to the \$1,555,945 of contractor costs to be awarded, additional costs are estimated at \$141,017 which includes an environmental allowance of \$30,000, and construction contingency of \$111,017. These costs will be monitored by Cordogan Clark and the District will be notified of any changes. Construction management costs and architect/engineering fees were approved by the Board previously.

Bid Package Two encompassed Roofing Replacement/Restoration at Home, HVAC related roofing work at Lincoln and Replacement/Restoration at GWMS and two bids were received, \$1,848,000 and \$1,989,000. The bid amounts were significantly higher than anticipated and we are recommending rejection of both bids. The roofing work at Home and Lincoln needs to be completed this summer as it has to be in conjunction with the mechanical projects. We will be eliminating the GWMS roofing project for Summer 2024 and Cordogan Clark will solicit bids for the modified scope of work for just the Home and Lincoln roofing needs and we will present the bid findings and our recommendation at the March 2024 board meeting.

For this year, we have \$1,370,897 in ESSER III budgeted. We have already expended \$26,862.26 for architect and engineering costs. The balance of \$1,344,034.74 will pay for the contract with Hayes Mechanical and a portion of the anticipated architect fees.

Upon completion of the Summer 2024 projects, we will have expended all funds allotted to the District from both the ESSER II and Esser III grants.

Recommendation

In summary, we are recommending to award \$1,334,745 to Hayes Mechanical for Bid Package One and to award \$221,200 to Edwin Anderson Construction for Bid Package Three. We are also seeking approval of the construction and environmental allowance contingencies of \$141,017.

We are also recommending the Board rejects all bids received for Bid Package Two as the scope will be modified and rebid in March 2024.

Mechanical & Roof Replacement

Lyons School District 103

February 14, 2024



BP # 1 - Mechanical, Electrical, Plumbing, & Controls Bid Tabulation

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendums	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Hayes Mechanical Chicago, IL 60638				\$1,334,745.00		\$1,334,745.00
Helm Group Westmont, IL 60559				\$1,397,000.00		\$1,397,000.00
Key West Metal Industries Crestwood, IL 60445				\$1,375,000.00		\$1,375,000.00
Premier Mechanical Addison, IL 60191				\$1,588,000.00		\$1,588,000.00
Ideal Heating Brookfield, IL 60513				\$1,519,777.00		\$1,519,777.00
Hayes Mechanical Chicago, IL 60638				\$1,334,745.00		\$1,334,745.00
FE Moran, Inc. Elk Grove Village, IL 60007				\$1,407,000.00		\$1,407,000.00
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$1,334,745

Mechanical & Roof Replacement

Lyons School District 103

February 14, 2024



BP # 3 General Trades Bid Tabulation

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendums	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Edwin Anderson Construction Addison, IL 60101				\$379,000.00	(\$157,800.00)	\$221,200.00
Construction Inc. Lombard, IL 60148	x	x	x	\$469,000.00		\$469,000.00
D. Kersey Construction Northbrook, IL 60062	x	x	x	\$515,515.00		\$515,515.00
Edwin Anderson Construction Addison, IL 60101	x	x	x	\$379,000.00	(\$157,800.00)	\$221,200.00
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$221,200

Mechanical & Roof Replacement

Lyons School District 103

February 14, 2024



BP # 2 - Roofing Bid Tabulation

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendums	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Knickerbocker Roofing & Paving Co. Harvey, IL 60426				\$1,989,000.00	(\$683,000.00)	\$1,306,000.00
F & G Roofing Company Justice, IL 60458	x	x	x	\$1,848,000.00	(\$527,306.00)	\$1,320,694.00
Knickerbocker Roofing & Paving Co. Harvey, IL 60426	x	x	x	\$1,989,000.00	(\$683,000.00)	\$1,306,000.00
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$1,306,000

Supplemental Staffing Provider Agreement (Education)

This Supplemental Staffing Provider Agreement (Education) (the "**Agreement**") is made and entered into as of February 16, 2024 (the "**Effective Date**") between Aya Healthcare, Inc., located at 5930 Cornerstone Court West, Suite 300, San Diego, CA 92121 ("**Aya**") and Lyons School District 103 located at 4100 Joliet Avenue, Lyons, IL 60534 ("**Client Entity**"). Aya and Client (as defined in the Agreement) are sometimes referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Aya and Client agree as set forth below.

I. STRATEGIC STAFFING PROVIDER RELATIONSHIP

- a. **CLIENT ENTITY AND ITS PARTICIPATING FACILITIES.** Client Entity owns, operates or contracts with one or more schools, institutions or related facilities or locations (the "**Participating Facilities**"). The list of Participating Facilities may be modified by mutual written agreement of Client Entity and Aya. Client Entity and the Participating Facilities are collectively, referred to as "**Client**".
- b. **FULFILLMENT OF CANDIDATE NEEDS.** From time to time Client utilizes Candidates (as defined below in section II-(a)) to supplement their existing workforces with contingent labor. Aya shall act as Client's strategic staffing provider with respect to the provision of Candidates to Client. Client will communicate all its needs for Candidates to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates to fulfill Client's needs.
- c. **CONSOLIDATED INVOICING AND PAYMENT TERMS.** Aya will send a single, consolidated invoice covering all services performed under this Agreement for a given weekly billing period to the contact designated by Client. Client shall pay the invoices within net thirty (30) days of invoice date, with interest of one percent (1%) per month on balances past due.

II. PROVISION OF CANDIDATES

- a. **CANDIDATES.** As used in this Agreement, the phrase "**Candidates**" means the following types of personnel:
 - i. **Clinical Candidates:** Therapists, registered nurses, clinical technicians, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are assigned to perform work for Client on a temporary or supplemental basis.
 - ii. **Non-Clinical Candidates:** Professionals, personnel, and laborers who are assigned to perform non-clinical work (including, but not limited to, teachers, education specialists, IT, and all other non-clinical supplemental labor) for Client on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length.
- b. **SCHEDULING, RATE AND CANDIDATE TERMS.** The scheduling, rate, and billing terms applicable to Aya Candidates' offered positions by Client are set forth in the attached Addendum A as determined by Candidate type. The Addendum A may be amended, as mutually agreed by Client Entity and Aya in writing. The details relating to a particular Aya Candidate's assignment, such as department, schedule, and dates of assignment will generally be confirmed in writing through a work order confirmation; provided that this Agreement will govern in the event of any conflict between the terms of the work order and this Agreement.
- c. **CANDIDATE TIMEKEEPING & APPROVAL.** Client is responsible for accurately recording and approving the time worked by Aya Candidates. Client shall not permit Aya Candidates to perform work "off-the-clock." Each week, Client will provide Aya with approved weekly time records for all Aya Candidates in an electronic or other format acceptable to Aya by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Aya Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable time. If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Aya Candidate or Aya will be presumed accurate.
- d. **RATES INCLUSIVE.** All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Aya Candidates. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("**IRC**") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such

**Supplemental Staffing Provider Agreement
(Education)**

reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya's sole discretion or Aya clinical interview screening of Clinical Candidates submitted by Aya.

- e. **CANDIDATE SCREENING & CLIENT POLICIES.** Client shall screen, interview and accept or reject Candidates submitted by Aya in a timely manner and notify Aya of the starting date, schedule, and orientation schedule for each accepted Aya Candidate. Prior to any Aya Candidate commencing work with Client, Client shall furnish Aya and the Aya Candidate with copies of all Client policies and procedures relevant to the scope of practice or profession and duties of such Aya Candidate's assignment and with which the Aya Candidate will be expected to comply, including, but not limited to, as applicable, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.
- f. **CANDIDATE COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION.**
 - i. **Competency and Compliance Documentation.** Except where prohibited by law, Aya will maintain on file or contractually require the applicable employer to maintain on file Competency Documentation and Compliance Documentation for each Aya Candidate. "**Competency Documentation**" will generally include documentation of the qualifications of each Aya Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate at issue but may include a resumé. For Candidates, Competency Documentation generally includes (as applicable for the position at issue) primary source verification of State Licensure (as applicable for professional). "**Compliance Documentation**" will generally include a criminal background check.
 - ii. **Provision of Documentation.** Unless prohibited by law, Aya shall use commercially reasonable efforts to provide to or make available for inspection by Client, the Competency Documentation and Compliance Documentation one (1) week prior to the Aya Candidate's start date, but Aya's failure to provide such documentation one (1) week prior shall not affect the Aya Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. Aya may provide attestations that Competency Documentation and Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check documentation, to the extent consistent with standards of applicable laws. All Client requests for additional documentation must be made in writing, but Aya shall not be obligated to provide such additional documentation. Client also agrees that for some positions including crisis or rapid response positions, the Parties may mutually agree to waive certain compliance documentation requirements and such waivers may be made orally or in writing, including through electronic mail.
 - iii. **Client Compliance with Laws.** Client agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Aya Candidates as Confidential Information within the meaning of this Agreement, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, Aya, or the Aya Candidate. Client also agrees to comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.
- g. **CANDIDATE COMPENSATION.** Aya or an affiliate will (i) employ and compensate the Aya Candidates for hours worked for Client; (ii) deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Aya Candidates in compliance with state and federal law; and (iii) maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification for Aya Candidates.
- h. **PERFORMANCE OUTCOMES.** Client shall notify the designated Aya representative immediately and provide written documentation (incident report) of any unsatisfactory performance or conduct of any Aya Candidates. Client will provide performance evaluations from its director of nursing or equivalent personnel to Aya in the event of any unsatisfactory performance or conduct and at the end of each assignment.
- i. **SENTINEL EVENT & INJURY REPORTING.** In the event of any incidents, including errors, unanticipated deaths, injuries, hazardous or infectious disease exposure, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to any Aya Candidate, Client must immediately report the Sentinel Event to Aya within twenty-four hours or earlier where required by applicable occupational health and safety laws. Reports should include the name of Aya Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties

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agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya Candidate makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.

- j. **INJURY, ILLNESS & EXPOSURE RESPONSE.** In the event of an injury, illness or hazardous or infectious disease exposure to any Aya Candidate at Client's job site, Client will instruct the Aya Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, Client will immediately send the Aya Candidate to the closest emergency room and provide transportation if necessary or appropriate. Client must promptly complete and submit to Aya a written incident report in a format acceptable to Aya that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.
- k. **MANNER OF WORK.** Aya Candidates are not supervised by Aya; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Aya Candidates and shall retain professional and administrative responsibility for the work performed by Aya Candidates. Client shall be responsible for determining the clinical and any other competencies required of Aya Candidates. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request any Aya Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Aya Candidate's confirmed assignment or at any work location other than the confirmed location. Client shall not, under any circumstances, entrust any Aya Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Aya. Client shall not float Candidates except upon written authorization from Aya and any floating of Clinical Candidates must be done in accordance with Client's policies and clinical experiences of the Aya Candidate being asked to float. Client confirms that Client's policies on floating comply with current standards of The Joint Commission or Client's accrediting body and include the provision of an appropriate orientation to the new unit.
- l. **SAFETY.** Client agrees to provide Aya Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Aya Candidates to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Aya Candidates as if they were a member of Client's regular workforce.
- m. **COVID-19 RESPONSE.** Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus).
- n. **MEAL AND REST BREAKS.** Client shall schedule Aya Candidates so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks. If, in the sole and absolute discretion of Aya, it is determined that paying a meal, rest or recovery period premium or other pay to those Aya Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then Aya retains the right to bill Client for said premium payment. Client hereby agrees to be responsible and indemnify Aya for, and any payments or other expenses incurred by Aya relating to Client's failure to provide any legally required rest, meal, and/or recovery periods.

III. DIRECT HIRE (PERMANENT) STAFFING SERVICES

- a. **DESCRIPTION OF DIRECT HIRE RECRUITMENT SERVICES.** During the term of this Agreement and on a non-exclusive basis, as requested by Client, Aya will also use commercially reasonable efforts to recruit qualified applicants for direct hire by Client (the "**Direct Hire Applicants**"). If Client hires a Direct Hire Applicant presented to Client by Aya, within twelve (12) months of the initial presentation by Aya, Client will pay Aya a recruiting fee equal to the greater of: (i) thirty-five percent (35%) of Direct Hire Applicant's anticipated annual salary, or (ii) \$20,000; which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any

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termination or expiration of the Agreement. If Aya presents a Direct Hire Applicant to Client to which Client has previously been introduced within the twelve (12) months prior to the submission, Client shall promptly notify Aya of this fact within three (3) business days following submission, otherwise the Direct Hire Applicant will be presumed to have been introduced to Client by Aya. Other than for normal interviews, Client shall not communicate directly with any Direct Hire Applicant without Aya's written consent. Direct Hire Applicants who are hired by Client will be the permanent employees of Client. Client will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Client's industry with respect to Direct Hire Applicants. Further, notwithstanding anything to the contrary in this Agreement, Aya shall not be required to defend, indemnify, or hold Client harmless from claims, damages, interest, penalties, and attorneys' fees and costs arising out of the negligent or willful acts or omissions of or violations of applicable law by Direct Hire Applicants hired by Client.

- b. **PLACEMENT GUARANTEE.** If a hired Direct Hire Applicant is employed by Client for fewer than thirty (30) days, Client shall notify Aya immediately upon the termination of employment. Aya will have one-hundred and eighty (180) days from the date Aya receives notice of the Direct Hire Applicant's termination of employment to present to Client a reasonably adequate substitute for the Direct Hire Applicant. If Aya fails to introduce a reasonably adequate substitute for the Direct Hire Applicant within such one-hundred and eighty (180) day period, Aya will refund eighty percent (80%) of the recruiting fees. This section does not apply in the event of layoffs, change of the original job description, change of the employment location, or elimination of the position. Further, this section does not apply where a Aya Candidate is hired by Client (i.e., temporary to permanent conversion), in which case the applicable conversion fees set forth in Addendum A shall apply.
- c. **INVOICING AND PAYMENT.** Aya will invoice Client, by sending an invoice to the Client contact designated by Client, for the Direct Placement Fee required by this Section upon the Direct Hire Applicant's first day of employment with Client. Client shall pay the invoices within net thirty (30) days of the invoice date, with interest of one percent (1%) per month on balances past due.

IV. GENERAL TERMS

- a. **TERM; TERMINATION.** The term of this Agreement shall be for a period of three (3) years. Either Party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' written notice to the other Party. Either Party may also terminate this Agreement upon the occurrence of any of the following events (a "**Termination for Cause**"): (i) the other Party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching Party within ten (10) calendar days following written notice to the breaching Party, (ii) the other Party dissolves; (iii) the other Party becomes insolvent or institutes insolvency proceedings or files, or is subject to a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other Party of, or the other Party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other Party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other Party or for any property of the other Party, where such appointment is not removed or terminated within sixty (60) calendar days. If either Party terminates this Agreement (other than a Termination for Cause by Aya), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement. The provisions of this Agreement relating to confidentiality and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.
- b. **CONFIDENTIALITY.** The Parties acknowledge that they may receive from each other from time to time, information and/or material which is confidential in nature, including, but not limited to, marketing, pricing, or other confidential business information relating to Aya, Client, or each of their clients, customers, patients, subcontractors or employees, or personnel, Compliance Documentation or Competency Documentation of Aya Candidates, or applicants (collectively "**Confidential Information**"). The Parties agree to treat as confidential and not to divulge to any third-parties any Confidential Information of the other Party (and with respect to Client of any affiliates or subcontractors of Aya), except to their own employees, agents, attorneys, accountants, affiliates, or representatives (collectively, "**Representatives**"), and to use such Confidential Information only for legitimate business needs relating to the performance, administration or enforcement of this Agreement. In the event a Party provides Confidential Information to such Party's Representatives, the Party shall be liable for such Representatives' compliance with the terms of this paragraph and shall require the Representatives to treat such information and/or material as confidential. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or

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other lawful process, such as subpoenas. The Parties agree to the issuance of an injunction to prevent violations of this paragraph.

- c. **INSURANCE.** Aya will provide general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Aya will provide professional liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year for Clinical Candidates employed by Aya or its affiliates. Aya will also provide or cause to be provided worker's compensation insurance with statutory limits required by applicable law for each Candidate employed by Aya. Aya will provide certificates of insurance to Client if requested.
- d. **INDEMNIFICATION.**
- i. **Aya and Client Mutual Indemnification.** To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; or (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. With respect to Client as the Indemnifying Party, the phrase Indemnified Party shall also include affiliates and subcontractors of Aya.
- ii. **Indemnification Procedure:** Any person or entity claiming a right to indemnity under this section (iv) (the "**Indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**Indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the Indemnitors upon request. The Indemnitees and Indemnitors agree to keep each other reasonably informed regarding the status of any Claims and allow each other reasonable opportunities to participate in the defense and settlement of Claims, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an Indemnitee shall relieve an Indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.
- e. **LIMITATION OF LIABILITY; DISCLAIMER.** NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (AND TO THE FULLEST EXTENT PERMITTED BY LAW, PUNITIVE DAMAGES) INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AYA'S LIABILITY HEREUNDER SHALL BE NO GREATER THAN THE AMOUNT PAID BY CLIENT FOR THE SERVICES OF THE AYA CANDIDATE WHOSE ACTIONS OR OMISSIONS ARE THE BASIS FOR SUCH LIABILITY. Client acknowledges and agrees that the Aya Candidates who perform work for Client are provided by Aya for the sole purpose of supplementing Client's existing work force, and Client hereby expressly disclaims any representation or warranty that such Aya Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.
- f. **TECHNOLOGY SOLUTION.** Provided Client complies with the terms and conditions of this Agreement, Client may be given access to a technology solution(s), provided by Aya or a third party, to facilitate or in connection with the performance of this Agreement, such as Aya's proprietary web-based portal known as "**Aya Connect**" (collectively, the "**Technology Solutions**"). Client agrees to comply with all terms of use requirements for such Technology Solutions, and to execute further agreements as may be required to obtain access to such systems. The current terms of use of Aya Connect can be found at:

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<https://www.ayahealthcare.com/entity-terms-of-use-22-01> (the “**Terms of Use**”) and accessed by password: “TOU2022!”, and are incorporated by reference herein as though set forth in full at this point. Client agrees to the Terms of Use and that it is an “Entity” as defined and used in the Terms of Use.

- g. **ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b).** To the extent required by applicable law, Aya agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes Aya subcontractors that have a contract with Aya for which the cost or value is \$10,000 or more in a twelve (12) month period. Said access shall be limited to a period of four (4) years after the furnishing of services under this Agreement hereunder.
- h. **COMPLIANCE WITH APPLICABLE LAWS & ACCREDITING STANDARDS.** The Parties will abide by and comply with all applicable local, state, and federal laws and regulatory agency requirements in performing this Agreement. Client will also comply with all applicable standards of any accrediting organizations of which it is a member or by which it is accredited.
- i. **NONDISCRIMINATION.** In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the Parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.
- j. **INDEPENDENT NATURE OF PARTIES.** Aya provides services to Client as an independent contractor. Neither Party to this Agreement shall be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Client acknowledges that Aya and its affiliates are not licensed to practice medicine and do not engage in the practice of medicine and that Client is responsible for ensuring compliance with applicable scope of practice and corporate practice laws and regulations to the extent applicable to work performed by Candidates and that nothing herein shall be construed in a manner that would require Aya or an affiliate thereof to engage in any task that could be considered the corporate practice of medicine or any other similarly regulated profession.
- k. **SUBCONTRACTORS.** Aya may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates.
- l. **NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: **Lyons School District 103**
ATTN: _____
4100 Joliet Avenue
Lyons, IL 60534
Email: _____

To: **Aya Healthcare, Inc.**
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
Email: facilitycontracts@ayahealthcare.com

CC: **Attn: Legal**
Aya Healthcare, Inc.
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

- m. **ASSIGNMENT.** Client will not assign this Agreement or any of its rights or duties under this Agreement except upon prior written notice to Aya. Aya (and its successors and assigns) may assign, transfer or encumber any of its rights or duties under this Agreement in its discretion. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

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- n. **FORCE MAJEURE.** Aya shall not be responsible for failure or delay in providing or continuing to provide services to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by personnel assigned to Client or any other acts, causes or occurrences beyond the control of Aya.
- o. **ENTIRE AGREEMENT.** This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client Entity and Aya.
- p. **GOVERNING LAW; ARBITRATION.** The Parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California, and all Parties consent to jurisdiction in San Diego, California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the Judicial Arbitration and Mediation Services ("**JAMS**") with arbitration occurring in San Diego, California, as the exclusive remedy. The arbitrator shall be selected from the JAMS panel in accordance with the then-applicable JAMS rules. The arbitration shall be conducted pursuant to the then-applicable Comprehensive Arbitration Rules and Procedures of JAMS, except that the Parties agree that the JAMS Streamlined Arbitration Rules and Procedures shall apply for all disputes in which no claim or counter claim exceeds \$250,000.00, not including attorneys' fees and costs. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, and shall have the authority to order provisional or interim relief prior to the hearing, including by requiring a respondent to post a bond or security for the amount sought against it where there is a substantial likelihood a claimant shall succeed on the merits of a claim or counter-claim or where an award may be rendered meaningless if a bond or security is not required. Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The prevailing party in any arbitration or other action shall be entitled to recover its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.
- q. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, void or unenforceable such provision shall be amended to the extent permissible as to effectuate the original intent of the parties, and all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.
- r. **SURVIVAL.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, but not necessarily limited to, all indemnity, payment, confidentiality and insurance obligations set forth herein.
- s. **INCORPORATION BY REFERENCE.** Each Exhibit, Schedule or Addendum attached to this Agreement is hereby incorporated by reference in this Agreement as if the same was set out in full in the text of this Agreement.
- t. **ADVICE OF COUNSEL.** Each Party acknowledges that it has been given the opportunity to discuss this Agreement with their legal counsel and utilized that opportunity to the extent desired. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.
- u. **WAIVER.** The failure of either Party to enforce at any time, or from time to time, any provision of Agreement shall not be construed as a waiver thereof.
- v. **AUTHORITY.** Each person signing this Agreement on behalf of a Party represents that they have the authority to bind the Party for whom they are signing to this Agreement. By signing this Agreement, Client represents that it is entering this Agreement on behalf of Participating Facilities, and that it has the authority

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to bind Participating Facilities to the terms of this Agreement. Client Entity and the applicable Participating Facility shall be irrevocably, jointly and severally liable under this Agreement.

- w. HEADINGS. The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- x. COUNTERPARTS. This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- y. HEALTHCARE FACILITY. Client hereby represents and warrants that Client is not licensed, certified, or registered as a health care facility under Section 3 of the Illinois Health Facilities Planning Act, under the Assisted Living and Shared Housing Act, under the Illinois Public Aid Code, or under any other law.

-- SIGNATURE PAGE FOLLOWS --


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AGREED TO AND ACCEPTED BY:

Lyons School District 103

Aya Healthcare, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Peter Kaufman
Title: EVP, Enterprise Services
Date: 2/16/2024

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ADDENDUM A – TERMS AND CONDITIONS FOR CANDIDATES

1. CANDIDATE RATES & RATE RULES

- 1.1. **Regular Rates.** Regular rate ranges for certain positions are set forth on Addendum A-1. The exact Regular Rate for a Candidate will be confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work. Regular rates for positions not covered on Addendum A-1 or, where the Parties agree a higher rate for a position listed is appropriate, will be mutually agreed to between the Parties and confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work.
- 1.2. **Overtime.**
 - 1.2.1. Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate.
 - 1.2.2. Overtime is generally defined as hours worked in excess of forty (40) hours in one workweek.
- 1.3. **Orientation.** Client will provide Candidates with orientation in accordance with all applicable standards and laws, and Client's policies. All time spent by Candidates in Client-provided or required orientation is billable.
- 1.4. **Mileage.** For Candidates where driving is required to perform their job, Client will reimburse Aya for mileage incurred for the driving. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

2. SCHEDULING AND CANCELLATION POLICIES FOR CANDIDATES

- 2.1. **Scheduling & Guaranteed Hours.** Candidates will be confirmed for assignments for lengths set forth in a work order confirmation. Each Candidate's schedule will be confirmed in a work order confirmation and Client will guarantee the minimum number of billable hours per each one-week work as scheduled. Client is financially responsible for all weekly scheduled hours in the event of schedule modifications or shift cancellations; provided, however, that Client shall not be billed for hours not worked during any regularly scheduled school closures.
- 2.2. **Pre-Start Cancellations.** After acceptance of Candidate for assignment by Client, Client may not cancel that assignment within two (2) weeks prior to the assignment start date. If deemed necessary and should Client be unable to provide such two weeks' notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.
- 2.3. **Post-Start Cancellations.** Client shall provide sixty (60) days written notice of any cancellation of an assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such sixty (60) days cancellation notice, Aya reserves the right to bill Client for sixty (60) days of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.

3. **CONVERSION/ PLACEMENT FEE STIPULATION.** If Client hires a Candidate for permanent or temporary services within the twelve (12) month period following the later of: (i) the date the Candidate is introduced to Client by Aya; or (ii) the conclusion of the Candidate's assignment with Client, then Client agrees to pay Aya a placement fee equal to the greater of: (i) thirty-five percent (35%) of the Candidate's anticipated annual salary, or (ii) \$20,000. Notwithstanding the foregoing, this section shall not apply, and no fee shall be owed, where and to the extent such conversion or placement fees are prohibited by applicable law. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

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- 4. STATEMENTS OF WORK.** The Parties may agree to additional terms in a Statement of Work covering a position or class of positions. Such terms may include, but will not be limited to reimbursable expenses, cancellation policies and alternative placement fees.

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ADDENDUM A-1

RATE TABLE FOR CANDIDATES

Profession / Specialty	Regular hourly rates ranges:
Therapy	
Speech Language Pathologist (SLP) CCC	\$83.00 - \$95.00
Speech Language Pathologist (SLP) CFY	\$78.00 - \$88.00
Speech Language Pathologist Assistant (SLPA)	\$73.00 - \$83.00
Occupational Therapist / Physical Therapist (OT/PT)	\$83.00 - \$95.00
Certified Occupational Therapist Assistant (COTA)	\$73.00 - \$83.00
Physical Therapist Assistant (PTA)	\$73.00 - \$83.00
Audiologist	\$100.00 - \$120.00
Behavioral Therapy	
Behavioral Therapist (BT)	\$45.00 - \$60.00
Registered Behavior Technician (RBT)	\$50.00 - \$68.00
Behavior Intervention Specialist (BIS)	\$55.00 - \$75.00
Board Certified Behavior Analyst (BCBA)	\$80.00 - \$95.00
Mental Health / Counseling Services	
School Psychologist	\$90.00 - \$110.00
School Social Worker	\$80.00 - \$95.00
School Counselor	\$70.00 - \$85.00
Teaching / Instruction	
Adapted Physical Education Teacher	\$65.00 - \$78.00
General Education Teacher	\$75.00 - \$85.00
Special Education Teacher	\$80.00 - \$88.00
Orientation and Mobility Specialist (O&M)	\$90.00 - \$105.00
Teacher of the VI / DHH	\$90.00 - \$105.00
Nursing	
Certified School Nurse (CSN)	\$78.00 - \$90.00
Registered Nurse (RN, BSN)	\$78.00 - \$90.00
LPN/LVN	\$65.00 - \$78.00
Certified Nursing Assistant (CNA)	\$45.00 - \$60.00
Support / Interpreting / Other Services	
American Sign Language Interpreter (SLI)	\$75.00 - \$90.00
Paraprofessionals / Instructional Aides	\$45.00 - \$60.00

At any point during the term of this Agreement, rates may be renegotiated and accepted in writing by both Parties.