



**EXCEPTIONAL LEARNERS COLLABORATIVE
BOARD OF EDUCATION
Board of Education Regular Meeting
May 21, 2026
8:30 AM**

Location: Exceptional Learners Collaborative
990 Corporate Woods Parkway
Vernon Hills, IL 60061

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. *APPROVAL OF MINUTES
4. CORRESPONDENCE
5. AUDIENCE PARTICIPATION

At this time, the Board should welcome guests and representatives of the various media. The Board President will be able to offer anyone from the audience the opportunity to comment. If anyone wishes to address the board, they are given five (5) minutes. Board members can choose to address the concern, or place the item on a future agenda.

6. NEW BUSINESS
 - A. PERSONNEL

- a. Executive Session We may have an executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees. [5 ILCS 120/2(c)(1)]
 - b. Approval of Additional ESY Positions
 - SHS D125: ESY Session 2- Increase 1.0 FTE Paraprofessional as another student enrolled.
 - D125 needs an additional ESY School Psychologist to support SLANT(reading intervention). This position will be 8:45am-1:45 pm (5 hours per day) for the 12 days, for a total of 60 hours.

- c. Approval of Additional 1.0 FTE Speech Language Pathologist
Warren School District 121 requested a 1.0 FTE Speech Language Pathologist for the FY 26-27 school year. We currently sell services to Warren and this was an addition from their original request.
- d. Approval of Re-employment of 2.0 FTE Social Workers
- e. Approval of Re-employment of 1.0 FTE Occupational Therapist
- f. *Acceptance of Licensed/Certified/Support Staff Resignations
- g. *Approval of Appointments/Transfers/Reassignments
- h. Leaves of Absence
- i. Approval of 2026-2027 Certified/Licensed Staff Salaries
- j. Approval of 2026-2027 Paraprofessional/Office Staff Salaries
- k. Approval of 2026-2027 Administrative Staff Salaries

B. CURRICULUM, INSTRUCTION AND ASSESSMENT

- a. Approval of Board Policy Draft Updates
The recommendation is to adopt/approve all the board policies as presented.
- b. Approval of Board Policy Updates (First Reading)
The Board of Education will be presented with a first reading for Board Policies that should be implemented.
- c. Approval of Special Education Procedures Manual (ICSA Model)
In their continuing commitment to help school districts and special education cooperatives comply with ISBE's requirements for special education procedures, the Illinois Council of School Attorneys (ICSA) and IASB have prepared the procedures to provide a starting place for school districts and cooperatives to develop and refine their own materials. We are asking for approval of the manual as it has been developed, and we will refine it with the member district special education directors as needed.

C. BUSINESS

- a. Approval of Centra Healthcare Contracts for ESY
Since we were unable to fill some ESY positions at West, we contacted some agencies. We are looking for special education teachers and a speech language pathologist. The agency has sent us several candidates to interview. We are requesting approval for the two special education teachers from Centra Healthcare Solutions.
- b. Sunbelt Agreement for Permanent Placement of a Sign Language Interpreter
- c. FOIA Requests
 - 1. Data Branch Research Team: We are requesting all executed contracts, agreements, purchase orders, and related procurement documents for

products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: All products from Primex, American Time, and/or Sapling. The ELC does not use these vendors.

2. Data Branch Research Team: We are requesting all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present. All products from: ** Blackboard Inc, Finals site, DMX, Funds for Learning, E-Rate Consulting, N-Able, Raptor Technologies, and/or CSM Consulting. The ELC utilizes Finals site and Raptor Technologies and sent the requested information to the Data Branch Research Team.

3. Data Branch Research Team: We are requesting all executed contracts, agreements, purchase orders, and related procurement documents for products or services purchased from any of the following vendors or their authorized resellers, for the period January 1, 2021, to the present: All products from Absolute Software, Incident IQ, Hazel Health, Brandon Industries, CSM Consulting, and Funds for Learning. We are seeking records that reflect the pricing structure of any such engagement, including per-unit costs, subscription or licensing terms, and implementation fees. The ELC does not utilize these vendors.

4. IEA-NEA: The names of all staff employed by Exceptional Learners Collaborative; Their job titles (as designated by district Human Resources, not Payroll/Bookkeeping); Their date of hire, their current rate of pay, their work building, and its address. The number of hours they are scheduled or have worked per week; The number of hours they are scheduled per year; Their collective bargaining unit status (i.e. whether or not they are covered by a collective bargaining agreement) and, if they are in a bargaining unit, the name of the labor organization with which that unit is affiliated; The identity and services provided of any subcontracted companies currently engaged in district support staff work, including but not limited to, transportation services (regular or special ed), food services, custodial services, technology services, and security services)

d. *Consideration of Monthly Financial Report

It is recommended that the Board of Education approve the list of Bills and Financial Statements as contained in the Monthly Financial Report for April.

e. Approval to Place the FY 2026–2027 Budget on Public Display

Approval to Place the FY 2026-2027 Budget on Public Display on or before

June 8th.

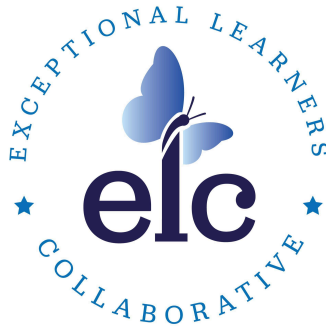
f. Consent Agenda Items

1. Approve the Special Meeting Minutes, Regular Meeting Minutes, and Finance Committee Minutes of April 16, 2026.
2. Accept the resignations of the following individuals as noted in the Agenda Booklet of May 21, 2026, for Cori Gilbert, BCBA; Michelle Baryla, Office Assistant; Jane Park, Social Worker; Alyssa Brunner, Occupational Therapist; Sarah Krause, Case Manager; Marla Altshul, Paraprofessional; Amanda Charleston, Occupational Therapist; Beth Dostal, Social Worker; and Christian Berduo, Paraprofessional, as presented.
3. Approve the appointments/transfers/reassignments of the following individuals as noted in the Agenda Booklet of May 21, 2026, for Shelby Sutton, BCBA; and Stephanie Kowal, Paraprofessional; as presented.
4. Approval of Bills
5. Approval of Financial Statement

D. SUPERINTENDENT'S INFORMATIONAL REPORT

E. ADJOURN

~PUBLIC PARTICIPATION NOTICE~
PLEASE KNOW THIS MEETING WILL TAKE
PLACE IN PERSON AT ELC
990 CORPORATE WOODS PKWY
VERNON HILLS IL, 60061



DATE: 05.21.2026

To: Dr. Megan Clarke, Superintendent & The ELC Board of Education

From: Ann Hofmeier, Director of Human Resources and Talent Acquisition

RE: Educational Staff Employment, Separations, and Recalls from RIF

Employment					
Name	Building	Position	Date	FTE	Reason
Shelby Sutton	District 96	BCBA	08.12.2026	1	Replacement
Stephanie Kowal	West	Paraprofessional	08.12.2026	1	Approved Added Para Position
Separation of Services					
Cori Gilbert	SHS, Multi-Dist	BCBA	05.01.2026	1	Resignation
Michelle Baryla	SHS	Office Assistant	05.13.2026	1	Resignation
Jane Park	District 118	Social Worker	End-Of-Year	1	Resignation
Alyssa Brunner	District 112	Occupational Therapist	End-Of-Year	1	Resignation
Sarah Krause	WEST	Case Manager	06.25.2026	1	Resignation
Marla Altshul	SHS	Paraprofessional	End-Of-Year	1	Resignation
Amanda Charleston	WEST	Occupational Therapist	06.25.2026	1	Resignation
Beth Dostal	SHS	Social Worker	05.26.2026	1	Resignation
Christian Berduo	West	Paraprofessional	05.18.2026	1	Resignation

Recall From RIF					
Lauren Nichols	West	Social Worker	08.12.2026	1	Recall from RIF
Nikki Brown	West	Occupational Therapist	08.12.2026	1	Recall from RIF
Barrett Winston	D125	Social Worker	08.12.2026	1	Recall from RIF



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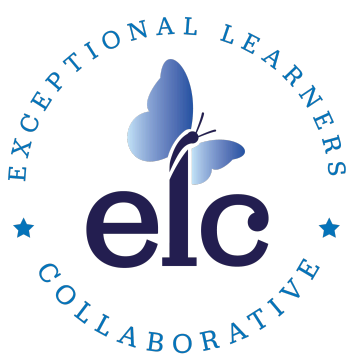
DATE April 16, 2026

To: The ELC Board of Education

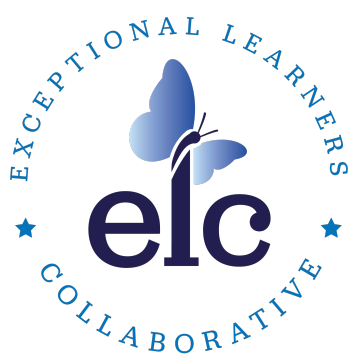
From: Dr. Megan Clarke, Superintendent

RE: Approval of Board Policy Updates- First Reading

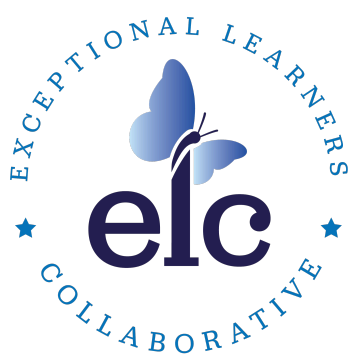
Approval of Board Policy Updates- First Reading					
Policy Number	Press Issue #	Policy Name	Policy Link:	Summary	Adopt/Non-Adopt/Lawyer review
5:285	N/A	Educational Support Personnel- Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers	Policy 5:285	We are adding this board policy, since we have paraprofessionals needing to have drug and alcohol testing for the school bus endorsement.	Adopt
7:255	N/A	Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence	Policy 7:255	We are adding this board policy after our compliance visit.	Adopt
2:200	121	Types of Governing Board Meetings	Press Policy 2:220 Answers Required	We post any special meeting agendas on both outside doors, the superintendent's office door, and website.	Adopt



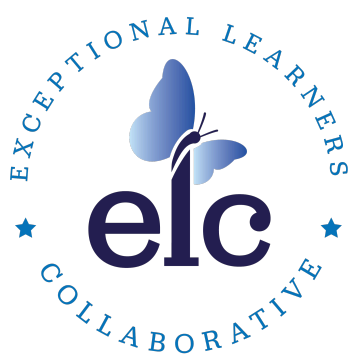
				We will answer yes to the question - Does the Board post notices and agendas for special meetings at the location where the meeting is to be held, in addition to posting at the district's main office? If yes, note that this policy may require posting in the same manner for reconvened and rescheduled meetings, in alignment with OMA.	
2:220	121	Governing Board Meeting Procedure	Press Policy 2:220 Answers Required	The ELC board has a consent agenda. All items that need action are under the consent or are voted separately.	Adopt
2:250	121	Access to ELC Public Records	Press Policy 2:250	There were three changes due to the updated FOIA, 5 ILCS 140/2, amended by P.A 104-438. Also, junk mail means any unsolicited commercial mail or commercial electronic communication sent to a district and not responded to by a district.	Adopt
2:260	121	Uniform Grievance Procedure	Press Policy 2:260	The only changes in this policy are the legal references.	Adopt
4:165	121	Awareness and Prevention of Child Sexual Abuse and Grooming	Press Policy 4:165	Number 4 was removed because of the repeal of 105 ILCS 5/27-13.2, by P.A. 104-391. The legal references were updated in response to	Adopt



		Behaviors		105 ILCS 5/27-1015 and 5/27-215, both renumbered by P.A. 104-391.	
5:30	121	Hiring Process and Criteria	Press Policy 5:30	Under the physical section - The Board will pay the expenses of such examination. Any was deleted. The recommendation is to consult the school district attorney if a staff member asks for more than one physical examination to obtain a second opinion.	Adopt
5:50	121	Drug and Alcohol Free Workplace; E-Cigarette, Tobacco and Cannabis Prohibition	Press Policy 5:50	A discussion will be had with our attorney on who is an “on call” employee. The recommendation would be all administrators could be on call.	Adopt
5:250	121	Leaves of Absence	Press Policy 5:250 Answers Required	The first change was adding a spouse as a covered family member. The last few changes are - Family Neonatal Intensive Care Leave: An unpaid leave from work is available to any staff member whose child is a patient in a neonatal intensive care unit (NICU) in accordance with the requirements of the Family Neonatal Intensive Care Leave Act. If ELC employs at least 51 employees, an employee is entitled to a total of 20 days of unpaid leave while a child of the employee is a	Adopt



				<p>patient in a NICU. Q1 ELC may require reasonable verification of the employee's child's length of stay in a NICU.</p> <p>We will check that we have more than 51 employees.</p>	
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DATE May 21, 2026

To: The ELC Board of Education

From: Dr. Megan Clarke, Superintendent

RE: Approval of Board Policy Updates- First Reading

Approval of Board Policy Updates- First Reading					
Policy Number	Press Issue #	Policy Name	Policy Link:	Summary	Adopt/Non-Adopt/Lawyer review
5:330	121	Sick Days, Vacation, Holidays, and Leaves	Policy 5:330	Family Neonatal Intensive Care Leave was added in response to 820 ILCS 157.	Adopt
6:65	121	Student Social and Emotional Development	Policy 6:65	The policy was updated throughout for continuous improvement.	Adopt
7:20	121	Harassment of Students Prohibited	Policy 7:20	The only change in this policy are the legal references.	Adopt
7:50	121	School Admissions and Eligibility for Services	Policy 7:50	The legal references were updated.	Adopt
7:100	121	Health, Eye, and Dental Examinations; Immunizations;	Policy 7:100	The only change was the legal references were updated.	Adopt



		and Exclusion of Students			
7:185	121	Teen Dating Violence Prohibited	Policy 7:185	There were two changes in the policy. One was removal of “the term” wording and the other was legal references were updated.	Adopt
7:220	121	Bus Conduct	Policy 7:220	This policy is up for review. We will be using the updated PRESS policy, which has updates in the legal references.	Adopt
7:260	121	Exemption from Physical Education	Policy 7:260	The only update in this policy is the legal references.	Adopt
7:280	121	Communicable and Chronic Infectious Disease	Policy 7:280	This policy is up for review. We are updating it to the current PRESS policy, which updates the legal references.	Adopt

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, Personal Leave, Military Leave, Vacation, Holidays

Please refer to the current:

Exceptional Learners Collaborative Employee Handbook

See also the ELC's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon an ELC employee's retirement under the Illinois Municipal Retirement Fund.

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 Executive Director/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 Executive Director/Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

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.

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.
7. Leave to serve as an election judge.
8. COVID-19 Paid Administrative Leave.
9. Family Neonatal Intensive Care Leave.^{C1}

LEGAL REF.:

[105 ILCS 5/10-20.7b](#), [5/10-20.83](#), [5/24-2](#), [5/24-6](#), and [5/24-6.3](#).

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

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

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

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

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

[820 ILCS 157/](#), Family Neonatal Intensive Care Leave Act.

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

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

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

ADOPTED: January 18, 2024

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. Updated in response to 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. See policy 5:250, *Leaves of Absence*, for important information about this leave. **Issue 121, March 2026**

SECTION 6 - INSTRUCTION

6:65 Student Social and Emotional Development

Social and Emotional Learning^{C1} (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.

The Executive Director/Superintendent shall incorporate SEL into ELC's curriculum and other educational programs consistent with ELC's mission and the goals and benchmarks of the Ill. Learning Standards. The Ill. Learning Standards include three goals for students:

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into ELC's curriculum and other educational programs may include but is not limited to:

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age- and culturally appropriate classroom instruction, and ELC-wide and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.
2. Ongoing staff professional development and training support to promote students' SEL development. This may include providing all personnel with age-appropriate academic and SEL and how to promote it.
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions that impact learning. This may

include student and family support services, school-based behavioral health services, and school-community linked services and supports.

7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.

LEGAL REF.:

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

CROSS REF.: 1:30, (ELC Philosophy), 6:10 (Educational Philosophy and Objectives), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

ADOPTED: February 16, 2023

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. Updated throughout for continuous improvement. **Issue 121, March 2026**

Document Status: Draft Update

SECTION 7 - STUDENTS

7:20 Harassment of Students Prohibited

No person, including an ELC employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. ELC will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Sexual Harassment Prohibited

ELC shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. See policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the student is comfortable speaking.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.

The Executive Director/Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of ELC 's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.

Nondiscrimination Coordinator:

Title IX Coordinators:

Megan Clarke

Megan Clarke
(Primary)

Richard Medina
(Secondary)

990 Corporate Woods Parkway
Vernon Hills, IL 60061

990 Corporate Woods
Parkway
Vernon Hills, IL 60061

990 Corporate Woods
Parkway
Vernon Hills, IL 60061

mclarke@elced.org

mclarke@elced.org

rmedina@elced.org

224-513-6447

224-513-6447

224-513-6122

Complaint Managers:

Richard Medina

990 Corporate Woods Parkway,
Vernon Hills, IL 60061

rmedina@elced.org

224-513-6122

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

1. For students, age-appropriate information about the contents of this policy in the ELC student handbook(s), on the ELC website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in

any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any ELC employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to ELC's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 ([20 U.S.C. §1681 et seq.](#)), the Title IX Coordinator or designee shall consider whether action under policy 2:265, *Title IX Grievance Procedure*, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

For any other alleged student harassment that does not require action under policy 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A\(b\)](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any ELC employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the ELC, e.g., vendor, parent/guardian, invitee, etc. Any ELC student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary

action.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*)?.

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.:

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

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

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

105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, [5/22-110](#), 5/26A, [and 5/27-1](#), [and 5/27-23.7](#).^{C1}

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

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

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

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

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Discipline), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

ADOPTED: June 17, 2025

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. The Legal References are updated in response to 105 ILCS 5/22-110, renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Draft Update

SECTION 7 - STUDENTS

7:50 School Admissions and Eligibility for Services

Special education services shall be available to eligible children with disabilities from the age of three (3) through the age of twenty-one (21) who are enrolled in the Member Districts or at ELC West.

Unless otherwise determined by a student's Individualized Education Program (IEP) team, the student who has successfully completed a secondary program shall be granted a diploma by the student's resident school district and all eligibility for public school education is terminated, including special education and related services. The parent and the student shall participate in the decision to terminate public school responsibility prior to age twenty-two (22).

LEGAL REF:

[8 U.S.C. §1101](#) *et seq.*, Illegal Immigrant and Immigrant Responsibility Act of 1996.

[20 U.S.C. §1232g](#), Family Educational Rights and Privacy Act.

[20 U.S.C. §1400](#) *et seq.*, Individuals With Disabilities Education Improvement Act.

[29 U.S.C. §794](#), Rehabilitation Act of 1973, Section 504.

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

[105 ILCS 5/2-3.13a](#), [5/10-20.12](#), [5/10-20.59](#), [5/10-22.5a](#), [5/14-1.02](#), [5/14-1.03a](#), [5/22-105](#), [5/26-1](#), [and 5/26-2](#), [and 5/27-8.1](#).^{C1}

[105 ILCS 10/8.1](#), Ill. School Student Records Act.

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

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

[325 ILCS 50/](#), Missing Children Records Act.

[325 ILCS 55/](#), Missing Children Registration Law.

[410 ILCS 315/2](#), Communicable Disease Prevention Act.

[20 Ill.Admin.Code Part 1290](#), Missing Person Birth Records and School Registration.

[23 Ill.Admin.Code Part 226](#), Special Education.

[23 Ill.Admin.Code Part 375](#), Student Records.

CROSS REF.: 6:300 (Graduation Requirements), 7:60 (Residency), 7:70 (Attendance and Truancy)

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. The Legal References are updated in response to 105 ILCS 5/22-105, titled *Health examinations and immunizations* (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Draft Update

SECTION 7 - STUDENTS

7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

The students' resident/home district is responsible for ensuring that its students who are enrolled in ELC's programs are in compliance with State law regarding health examinations and immunizations.

LEGAL REF.:

~~42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.~~^{C1}

~~105 ILCS 5/27-8.1 and 45/1-2022-105.~~

410 ILCS 45/7.1, Lead Poisoning Prevention Act.

~~410 ILCS 315/2e, Communicable Disease Prevention Act.~~

~~23 Ill.Admin.Code §1.530.~~

~~77 Ill. Admin.Code Part 664, Socio-Emotional and Developmental Screening.~~

77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.

~~77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.~~

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: December 19, 2024

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. The Legal References are updated in response to 105 ILCS 5/22-105, titled *Health examinations and immunizations* (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Draft Update

SECTION 7 - STUDENTS

7:185 Teen Dating Violence Prohibited

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited. For purposes of this policy, ~~the term~~ *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.

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

1. Fully implements and enforces each of the following Board policies:
 - a. *2:260, Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
 - b. *2:265, Title IX Grievance Procedure*. This policy prohibits a District employee, agent, or student from engaging in sexual harassment in violation of Title IX of the Education Amendments of
 - c. 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
 - d. *7:20, Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing, intimidating, or bullying a student based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).
 - e. *7:180, Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals:
 - a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence.

- b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*.
3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager.
5. Notifies students and parents/guardians of this policy

Incorporated

by Reference: 7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying) ^{C1}

LEGAL REF.:

105 ILCS 5/27-240~~110/3.10~~. ^{C2}

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Discipline), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

ADOPTED: July 17, 2025

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. Sample 7:180-AP1 is available at PRESS Online by logging in at www.iasb.com. **Issue 121, March 2026**

- C2. The Legal References are updated in response to 105 ILCS 5/27-240, renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Review and Monitoring

SECTION 7 - STUDENTS

7:220 Bus Conduct

Title has been updated. Original title: Bus Conduct

All students must follow the District's School Bus Safety Rules.^{C1}

School Bus Suspensions

The Superintendent, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Prohibited student conduct as defined in School Board policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Superintendent or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the School Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The District's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

Electronic Recordings on School Buses

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety. Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse the School District for any necessary repairs or replacement.

LEGAL REF.:

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

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

[720 ILCS 5/14-3\(m\)](#).

[23 Ill.Admin.Code Part 375](#), Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 7:340 (Student Records)

ADMIN. PROC.: 4:110-AP3 (School Bus Safety Rules)

ADOPTED: May 15, 2025

Exceptional Learners Collaborative

PRESSPlus Comments

C1. 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 121, March 2026

Document Status: Draft Update

SECTION 7 - STUDENTS

7:260 Exemption from Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course.

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District.

A student who is eligible for special education may be excused from physical education courses in either of the following situations:

1. He or she (a) is in grades 3-12, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

A student requiring adapted physical education must receive that service in accordance with his or her Individualized Educational Program/Plan (IEP).

A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated in 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.

Students in grades 7 and 8 may submit a written request to the Building Principal to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program. The Building Principal will evaluate requests on a case-by-case basis.

The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

Students who have been excused from physical education shall return to the course as soon as practical. The following considerations will be used to determine when a student shall return to a physical education course:

1. The time of year when the student's participation ceases;
2. The student's class schedule; and

The student's future or planned additional participation in activities qualifying for substitutions for physical education as outlined in policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.

LEGAL REF.:

105 ILCS 5/27-7106.^{C1}

225 ILCS 60/, Medical Practice Act.

23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students)

ADOPTED: March 17, 2025

Exceptional Learners Collaborative

PRESSPlus Comments

- C1. The Legal References are updated in response to 105 ILCS 5/27-710, renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Draft Update

SECTION 7 - STUDENTS

7:260 Exemption from Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

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2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

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LEGAL REF.:

105 ILCS 5/27-7106.^{C1}

225 ILCS 60/, Medical Practice Act.

23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students)

ADOPTED: March 17, 2025

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PRESSPlus Comments

- C1. The Legal References are updated in response to 105 ILCS 5/27-710, renumbered by P.A. 104-391. **Issue 121, March 2026**

Document Status: Review and Monitoring

SECTION 7 - STUDENTS

7:280 Communicable and Chronic Infectious Disease

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the Governing Board's policies. The Executive Director/Superintendent will develop procedures to safeguard these rights while managing health and safety concerns.^{C1}

LEGAL REF.:

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

[77 Ill.Admin.Code Part 690.](#)

[20 U.S.C. §1400 et seq.](#), Individuals With Disabilities Education Improvement Act of 2004.

[29 U.S.C. §794\(a\)](#), Rehabilitation Act of 1973, Section 504.

ADOPTED: August 19, 2021

Exceptional Learners Collaborative

PRESSPlus Comments

C1. 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 121, March 2026



Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities

REVISED March 2026

Published by a Committee of the Illinois Council of School Attorneys (ICSA)

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- A. Establishment of the Goal
- B. Annual Data Collection Requirements
- C. Performance Goals and Indicators

Section 13. Confidentiality of Personally Identifiable Information

Section 14. Matching and Supplementing Funds for Special Education Programs and Services

- A. The District may look to non-educational entities, such as Medicaid and insurance programs, to pay for required special education services for which such entities are otherwise responsible.
- B. The District will use federal matching funds received under Medicaid or a children's health insurance program (e.g., State Children's Health Insurance Program, known as All Kids in Illinois) only to supplement special education programs and services. In seeking matching funds under Medicaid or a children's health insurance program, the District:

Section 15. Competent Interpretation Services at IEP Meetings and Translation of Vital IEP Process Documents

- A. Competent Interpretation Services at IEP Meetings
- B. Translation of Vital IEP Process Documents

Section 16. Personnel Development

Section 1. Provision of a Free Appropriate Public Education (FAPE)

A. Comprehensive Program

The District provides and maintains appropriate and effective educational programs in order to afford every eligible child with a disability who is between the ages of three (3) and 21, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year), is enrolled in the District, and requires special education and related services to address the adverse effect of the disability on his/her education, a free appropriate public education (FAPE). The District makes available to all eligible children who are residents of the District a comprehensive program of special education that includes:

1. A viable organizational and financial structure;
2. Systematic procedures for identifying and evaluating the need for special education and related services.
3. A continuum of appropriate alternative placements available to meet the needs of children for special education and related services which may include, but is not limited to, any of the following:⁵
 - a. Regular classes;
 - b. Special classes;
 - c. Special schools;
 - d. Home/hospital services; and
 - e. State operated or nonpublic programs.
4. Qualified personnel who are employed in sufficient number to provide:
 - a. Administration of the program;
 - b. Supervisory services;
 - c. Instructional and resource services;
 - d. Related services; and
 - e. Transportation services.
5. Appropriate and adequate facilities, equipment, and materials.
6. Functional relationships with public and private agencies that can supplement or enhance the special education services of the public schools.
7. Interaction with Parents and other concerned persons that facilitates the educational development of children with disabilities.
8. Procedures for internal evaluation of the special education services provided.
9. Continuous planning for program growth and improvement based on internal and external evaluation.

B. Public Awareness

The District shall create public awareness of special education and related services and advise the public of the rights of children with disabilities pursuant to District developed procedures. In so doing, the District shall comply with the following:

1. Information provided to the public shall be made available in each of the major languages represented in the District and in the language that will be understandable to Parents regardless of ethnic or cultural background or hearing or visual abilities.
2. Annual notification shall be provided to all Parents in the District regarding the special education services available in or through the District.
3. Annual dissemination of information to the community served by the District regarding the special education services available in or through the District and the rights of children with disabilities.
4. The District will post on its website, if any, and incorporate into student handbooks/newsletters, notice that students with disabilities who do not qualify for special education and related services under IDEA may qualify for services under Section 504 if the student: (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of a physical or mental impairment; or (3) is regarded as having a physical or mental impairment. The notice will identify the location and phone number of the office or person to whom inquiries regarding the identification, assessment, and placement of such children should be directed. The notice will state that any Parent who is deaf or does not typically communicate using spoken English and who participates in a Section 504 meeting is entitled to the services of an interpreter.
5. Documentation, including examples as appropriate, of the District's public awareness efforts shall be maintained in the District's files.

C. Providing Free Appropriate Public Education (FAPE)

The District will provide FAPE to all children with disabilities between the ages of three (3) and 21, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year⁹), including children with disabilities who have been suspended or expelled from school for more than 10 consecutive school days during the school year, or who receive a series of removals that constitute a change in placement. To meet these requirements, the District shall:

1. Actively seek out and identify all children from birth through age 21 within the District (and those parentally-placed private school children for whom the District is responsible (See Section 9.)) who may be eligible for special education and related services.
2. Ensure that FAPE is available to any individual child with a disability who needs special education and related services.

3. Provide special education and related services according to the child's individualized education program (IEP), which shall be developed in accordance with these procedures, at no cost to Parents. The IEP shall specify the special education and related services needed in order to ensure that the child receives FAPE, including any extended school year services, if appropriate.
4. Make FAPE available to all eligible children with disabilities no later than the child's third birthday.
5. Identify the special education services and placement that constitute FAPE for a particular child based on the child's unique needs and not on the child's category of disability. These services shall address all of the child's identified needs for special education and related services.
6. Provide nonacademic and extracurricular services and activities in a manner necessary to afford children with disabilities an equal opportunity to participate in those services and activities.
7. Not delay implementing a child's IEP, including any case in which the source of payment or provision of services to the child is being determined.
8. Not permanently exclude eligible children from three (3) through 21 years of age, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year from the public schools, either by direct action by the Board of Education, by indication of the District's inability to provide an educational program, or by informal agreement between the Parents and the District to allow the child to remain without an educational program.
9. Not be required to provide a child with services during periods in which the child has been removed from his/her current placement for 10 school days or fewer in a particular school year, if services are not provided to a child without disabilities who has been similarly removed. However, an eligible child who has been suspended or expelled from school for more than 10 school days during a particular school year shall continue to receive services necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP.
10. Ensure that a child with a disability who is receiving special education from another school district and transfers into this District, receives FAPE. (See Section 4E. for applicable procedures).
11. Meet the requirements set forth in Subpart E of Illinois State Board of Education (ISBE) regulations in providing FAPE to children with disabilities who have been suspended or expelled from school. Such regulations require compliance with 34 C.F.R. §§ 300.530 through 300.536, Section 10-22.6 of the School Code [105 ILCS 5/10-22.6], and 23 Ill. Admin. Code §226.400. If a student with a disability is the subject of an expulsion or a suspension which is longer than 10 cumulative days, the District shall conduct an IEP meeting to either review or develop a behavioral intervention plan for the student.

12. Not deny FAPE to any child for whom services are sought shall regardless of any jurisdictional disputes among Illinois agencies.
13. Provide an eligible student who requires continued public school educational experience to facilitate his/her integration into society with services through age 21, inclusive (i.e., through the end of the school year in which the student turns 22 years old).

D. Exceptions to Providing FAPE

1. The District is not required to provide FAPE to a student with a disability who has graduated with a regular high school diploma. Students who have participated in a graduation ceremony but have not been awarded a regular high school diploma continue to be eligible to receive FAPE through age 21, inclusive. If the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year.
2. The District is required to provide FAPE to a student with a disability who has fulfilled the minimum State graduation requirements set forth in the School Code, but whose IEP prescribes special education, transition planning, transition services, or related services beyond that point. In such cases, the issuance of the diploma shall be deferred so that the student will continue to be eligible for those services.
3. Any child 18 through 21 (or, if applicable, 22) years of age who is incarcerated and who is not identified as eligible and did not have an IEP in his/her educational placement immediately prior to incarceration shall not be provided FAPE.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).

34 C.F.R. §§ 300.101 (Free appropriate public education (FAPE)), 300.102 (Limitation -- exception to FAPE for certain ages), 300.103 (FAPE - methods and payments), 300.106 (Extended school year services).

105 ILCS 5/14-1.02 (Children with disabilities).

23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.700 (General).

Section 2. Child Find

A. Child Find Responsibility

1. As noted in Section 1, the District is responsible for actively seeking out and identifying all children from birth through age 21 within the District (and those parentally-placed private school children for whom the District is responsible – see Section 9) who may be eligible for special education and related services. This requirement relates to homeless children, children who are wards of the state, and highly mobile and migrant children. Procedures developed to fulfill the child find responsibility shall include:
 - a. Annual and ongoing screenings of children under the age of five (5) for the purpose of identifying those who may need early intervention or special education and related services.
 - b. Ongoing review of each child's performance and progress by teachers and other professional personnel, in order to refer those children who exhibit problems that interfere with their educational progress or their adjustment to the educational setting, suggesting that they may be eligible for special education and related services.
 - c. Ongoing coordination with early intervention programs to identify children from birth through two (2) years of age who have or are suspected of having disabilities, in order to ensure provision of services in accordance with applicable timelines. The District shall participate in transition planning conferences arranged by the designated lead agency in order to develop a transition plan enabling the public school to implement an Individual Family Service Plan (IFSP) or IEP no later than the third birthday of each eligible child or, for a child with a birthday between May 1 and August 31 who continues to receive early intervention services past the third birthday, by the beginning of the school year following that birthday.
2. When District staff members conclude that an individual evaluation of a particular child is warranted based on factors such as a child's educational progress, interaction with others, or other functioning in the school environment, the requirements for evaluation set forth here shall apply.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1412(a)(3) (Child find), 1413 (Local educational agency eligibility), 1413(a)(1) (Consistency with State policies), 1413(a)(3) (Personnel development).

34 C.F.R. §§ 300.111 (Child find).

23 Ill. Admin. Code §226.100 (Child Find Responsibility).

Section 3. Evaluation and Determination of Eligibility

A. Evaluation Procedures

1. Definitions.
 - a. The *date of referral* is the date the District receives a written request for an evaluation or reevaluation from Parent(s) or other person specified in 23 Ill.Admin.Code §226.110(b).
 - b. Screening procedures used by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation are not considered an evaluation. (See also subsection (e)(2) below regarding screenings to determine if an evaluation is required.)
 - c. *Domain* means an aspect of a child's functioning or performance that must be considered in the course of designing an evaluation. The domains to be considered are health, vision, hearing, social and emotional status, general intelligence, academic performance, communication status, and motor abilities.
2. Procedures for Requesting an Initial Evaluation. The District shall develop and make known to all concerned persons procedures by which an evaluation may be requested. These procedures shall:
 - a. Designate the steps to be taken in making a request for an evaluation;
 - b. Designate the persons to whom a request may be made;
 - c. Identify the information that must be provided;
 - d. Provide any assistance that may be necessary to enable persons making requests to meet any related requirements established by the District; and
 - e. Identify the process for providing Parents with notice of their rights with respect to procedural safeguards.
3. Persons Who Can Request an Evaluation. A request may be made by a Parent of a child or by an employee of a State educational agency, another State agency, a local educational agency, or a community service agency.
4. Dyslexia. Each child suspected of having dyslexia or identified as dyslexic shall be referred for an evaluation.
5. District's Response to Request.
 - a. The District is responsible for processing the request, deciding what action should be taken, and initiating the necessary procedures.
 - b. To determine whether the child requires an evaluation, the District may utilize screening data and conduct preliminary procedures such as observation of the child, assessment for instructional purposes, consultation with the teacher or other individual making the request, and a conference with the child.

- c. Within 14 school days after receiving a request for an evaluation, the District shall determine whether an evaluation is warranted.
 - d. If the District determines not to conduct an evaluation, it shall provide written notice to the Parents as required by State and federal law and a copy of ISBE's Notice of Procedural Safeguards for Parents/Guardians of Children with Disabilities (ISBE Form 34-57J).
 - e. If the District determines an evaluation is to be conducted, within 14 school days after receiving the request for an evaluation:
 - (1) The District shall convene a team of individuals (including the Parent(s)) having the knowledge and skills necessary to administer and interpret evaluation data. The composition of the team will vary depending upon the nature of the child's symptoms and other relevant factors.
 - (2) The team shall identify the assessments necessary to complete the evaluation as described below and shall prepare a written notification for Parent(s) that describes any evaluation procedures to be conducted. For each domain, the notification shall either describe the needed assessments or explain why none are needed. The team may identify the assessments necessary without a meeting.
 - (3) The District shall ensure that the notification of the team's conclusions is transmitted to Parent(s) within the 14-school-day timeline along with the District's request for Parent(s)' informed written consent to conduct the needed assessments and a copy of ISBE's Notice of Procedural Safeguards for Parents/Guardians of Children with Disabilities (ISBE Form 34-57J).
 - (4) Informed written consent for the initial evaluation shall be obtained from the Parent(s) of the child before conducting the evaluation.
6. Identification of Needed Assessments.
- a. An evaluation shall cover all domains that are relevant to the child's known or suspected disability(ies) under consideration.
 - b. The following procedures shall be used for designing an evaluation:
 - (1) The District shall convene a team of individuals (including the Parent(s)) having the knowledge and skills necessary to administer and interpret evaluation data. The composition of the team will vary depending upon the nature of the child's symptoms and other relevant factors.
 - (2) IEP Team members and other qualified professionals, as appropriate, shall review and evaluate existing information about the child, including the following if available:

- (a) Information from a variety of formal and informal sources, including information provided by the child's Parent(s);
 - (b) Current classroom-based, local, or State assessments, and classroom-based observations;
 - (c) Observations by teachers and providers of related services;
 - (d) Information, if any, provided by the child; and
 - (e) Information from specialized evaluations such as those performed by independent evaluators, medical evaluators, behavioral intervention specialists, bilingual specialists, etc.
- (3) The IEP Team may conduct its review without a meeting within the time constraints of Section 3.A.5.e.(3), above.
- c. After review of the information described above, the IEP Team shall determine whether additional evaluation data is needed in any relevant domain and from what source(s) to determine:
- (1) Whether the child has, or continues to have, one or more disabling conditions;
 - (2) The present levels of performance and educational needs of the child;
 - (3) Whether the disability is adversely affecting the child's educational performance;
 - (4) Whether the child needs or continues to need, special education and related services; and
 - (5) Whether any additions or modifications to the child's special education and related services are needed to enable the child to meet the goals and objectives of his/her IEP and to participate appropriately in the general curriculum.
7. Eligibility Determination Timeline. Upon completion of the assessments, but no later than 60 school days following the date Parent signs the informed written consent to perform the needed assessments (or prior to the first day of student attendance in the next school year, if there are fewer than 60 school days remaining in the school year after the date of parental consent), the determination of eligibility shall be made at an IEP meeting.
8. Failure to Evaluate. If the District fails to conduct the evaluation, the Parent(s) of the child may appeal this failure in an impartial due process hearing or using ISBE complaint procedures.

B. Evaluation Requirements

1. Conducting the Evaluation. In conducting the evaluation, the District must:
 - a. Use a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the Parent(s) that may assist in determining:
 - (1) Whether the child is a child with a disability; and
 - (2) The content of the child's IEP;
 - b. Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child;
 - c. Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors;
 - d. Ensure it is nondiscriminatory with respect to language, culture, race, and gender;
 - (1) The languages used to evaluate a child shall be consistent with the child's primary language or other mode of communication. The District will determine the child's language use pattern and general cultural identification by determining the languages spoken in the child's home and the languages used most comfortably and frequently by the child. If the language use pattern involves two or more languages or modes of communication, the child shall be evaluated by qualified specialists or, when needed, qualified bilingual specialists using each of the languages or modes of communication used by the child.
 - (2) If the child has a non-English-speaking background, a determination shall be made of his or her proficiency in English. This determination shall be conducted in accordance with the provisions of 23 Ill. Admin. Code Part 228, which specifies the assessment procedures and eligibility criteria for bilingual education programs.
 - (3) If documented efforts to locate and secure the services of a qualified bilingual specialist are unsuccessful, the District shall use an individual who possesses the professional credentials required under 23 Ill. Admin. Code §226.840 to complete the specific components of the evaluation. This qualified specialist shall be assisted by a District employee holding an educator license issued pursuant to 105 ILCS 5/21B or other individual who has demonstrated competencies in the language or modes of communication of the child.
 - (4) If documented efforts to locate and secure the services of a qualified bilingual specialist or a qualified specialist assisted by another individual are unsuccessful, the District shall conduct assessment procedures which do not depend upon language. Any special education resulting from such alternative procedures shall be reviewed annually until the student's proficiency is determined no longer to be limited pursuant to 23 Ill. Admin. Code §228.25.

- (5) Tests given to a child whose primary language is other than English shall be relevant, to the maximum extent possible, to his/her/their culture.
 - (6) Determination of the child's mode of communication shall be made by assessing the extent to which the child uses verbal expressive language and the use he or she makes of other modes of communication (e.g., gestures, signing, unstructured sounds) as a substitute for verbal expressive language.
 - (7) If the child's receptive and/or expressive communication skills are impaired due to hearing and/or language deficits, the District shall utilize test instruments and procedures that do not stress spoken language and one of the following:
 - (a) Visual communication techniques in addition to auditory techniques.
 - (b) An interpreter to assist the evaluative personnel with language and testing.
 - (8) The child's language use pattern, proficiency in English, mode of communication, and general cultural identification shall be noted in the child's temporary student record, and this information shall be used in the evaluation and in the development and implementation of the individualized education program.
2. Assessments and Evaluation Materials. Assessments and their evaluation materials must be:
- a. Used for the purposes for which the assessments or measures are valid and reliable;
 - b. Administered by trained and knowledgeable personnel; and
 - c. Administered in accordance with any instructions provided by the producer of the assessments.

C. Determination of Eligibility

1. No later than 60 school days following the date Parent signs the informed written consent to conduct an evaluation (or prior to the first day of student attendance in the next school year if there are less than 60 school days remaining in the school year after the date of parental consent), an IEP meeting will be held to consider the results of the evaluation and, if the child is determined to be eligible for special education and related services, to develop an IEP.
2. The IEP Team shall consist of a group of qualified professionals as set forth under State and federal law, including Parent(s). See Section 4.A.2. below for a list of the individuals included on the IEP Team.
3. The IEP Team, after considering the evaluation and other information available regarding the child, shall determine whether the child is or continues to be eligible for special education and related services as a child with a disability as defined by federal and state law and the child's educational needs. In making this determination, the IEP Team shall:

- a. Draw upon information from a variety of sources, including aptitude and achievement tests, Parental input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior;
 - b. Ensure that information obtained from all of these sources is documented and carefully considered; and
 - c. Ensure that a psychological evaluation has been conducted and a recommendation for eligibility has been made by a school psychologist for all children suspected of or determined to have an intellectual disability. ⁶⁰
4. A child may not be determined eligible if the determinant factor for that determination is lack of instruction in reading or math or Limited English Proficiency and the child does not otherwise meet the eligibility criteria.
5. At the conclusion of the meeting convened to consider the results of the evaluation, the team shall prepare a report describing its consideration of pre-existing information about the child, all new evaluation reports obtained, and any other information relevant to the decision about the child's eligibility. This description shall relate the information considered to the child's needs and shall further conform to the requirements relating to identifying students suspected of or having a specific learning disability, if applicable. The IEP Team's report shall also include:
 - a. The date of the meeting;
 - b. The signatures of the participants, indicating their presence at the meeting; and
 - c. Any separate written statement provided by a participant who wishes to be on record as disagreeing with the conclusions expressed in the team's report.
6. If an assessment is conducted under nonstandard conditions, a description of the extent to which the assessment varied from standard conditions shall be included in the evaluation report. This information is needed so that the team of evaluators can assess the effects of these variances on the validity and reliability of the information reported and determine whether additional assessments are needed.
7. If any needed portion of the evaluation cannot be completed due to lack of Parental involvement, religious convictions of the family, or inability of the child to participate in an evaluative procedure, the District shall note the missing portions in the child's evaluation report and state the reasons why those portions could not be completed.
8. In the event that the student is determined to be eligible for special education and related services, the IEP meeting shall be conducted within 30 calendar days (and no later than 60 school days from the date the District receives the informed written consent for the evaluation or reevaluation from Parent(s) after the date of that determination.

9. A copy of the IEP Team's report, together with all documentation upon which it is based will be maintained in the child's temporary education record in accordance with confidentiality requirements.
10. A copy of the completed document will be provided to Parent(s) at the conclusion of the meeting, unless a later date is agreed upon by the parent and documented in the IEP. If requested, a copy of any evaluation reports will also be provided.
11. No later than 10 school days following the IEP meeting, Parent(s) will be provided a written notice of the determination of the team, in compliance with 23 Ill. Admin. Code §226.520. If the IEP contains a proposal or refusal to initiate or change the child's educational placement, the Conference Recommendations will be provided in writing in the preferred language of Parent(s) or other mode of communication used by Parent(s) (such as orally if Parent is illiterate).

D. Additional Requirements for Identifying Children with Specific Learning Disabilities

1. The criteria for identifying children with specific learning disabilities:
 - a. Must use a process that determines how the child responds to scientific, research-based interventions or multi-tiered systems of support as part of the evaluation procedure;
 - (1) The response to scientific, research-based intervention or multi-tiered system of support process should use a collaborative team approach and include the engagement of and regular communication with the child's Parent(s).
 - (2) The Parent(s) of a child shall be provided with written notice of the District's use of a scientific, research-based intervention or a multi-tiered system of support for the child and may be part of the collaborative team approach at the discretion of the District.
 - (3) The Parent(s) shall be provided all data collected and reviewed by the District regarding the child in the scientific, research-based intervention or multi-tiered system of support process.
 - b. May permit the use of other alternative research-based procedures to determine whether a child has a specific learning disability, as defined in federal law; and
 - c. May permit the use of a severe discrepancy between intellectual ability and achievement for determining whether a child has a specific learning disability.
2. Additional group members required to determine specific learning disability eligibility
The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the child's Parent(s) and a team of qualified professionals, which must include:

- a. The child's general education teacher; or
 - b. If the child does not have a general education teacher, a general education classroom teacher qualified to teach a child of his/her/their age; or
 - c. For a child less than school age, an individual qualified by ISBE to teach a child of his/her/their age; and
 - d. At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.
3. Determining the existence of a specific learning disability
- a. The group described above may determine that a child has a specific learning disability if:
 - (1) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or State-approved grade-level standards:
 - (a) Oral expression.
 - (b) Listening comprehension.
 - (c) Written expression.
 - (d) Basic reading skills.
 - (e) Reading fluency skills.
 - (f) Reading comprehension.
 - (g) Mathematics calculation.
 - (h) Mathematics problem solving.
 - (2) The child does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified above when using a process based on the child's response to scientific, researched-based intervention; or
 - (3) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments; and
 - (4) The group determines that its findings above are not primarily the result of:
 - (a) A visual, hearing, or motor disability;
 - (b) Cognitive disability;
 - (c) Emotional disability;
 - (d) Cultural factors;
 - (e) Environmental or economic disadvantage; or
 - (f) Limited English Proficiency.
 - b. To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group has considered, as part of the evaluation, and provided to the child's Parent(s):

- (1) Data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
 - (2) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction.
 - c. The District must promptly request parental informed written consent to evaluate the child to determine if the child needs special education and related services, and must adhere to the timeframes, unless extended by mutual written agreement of the child's Parent(s) and a group of qualified professionals:
 - (1) If, prior to a referral, a child has not made adequate progress after an appropriate period of time when provided instruction, as described above; and
 - (2) Whenever a child is referred for an evaluation.
4. Observation
 - a. The District must ensure that the child is observed in the child's learning environment (including the general education classroom setting) to document the child's academic performance and behavior in the areas of difficulty.
 - b. The group meeting to determine whether a child has a specific learning disability must decide to:
 - (1) Use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation; or
 - (2) Have at least one member of the group conduct an observation of the child's academic performance in the general education classroom after the child has been referred for an evaluation and parental informed written consent is received.
 - c. In the case of a child of less than school age or out of school, a group member must observe the child in an environment appropriate for a child of that age.
5. Specific documentation for a determination of specific learning disability
 - a. For a child suspected of having a specific learning disability, the documentation of the determination of eligibility must contain a statement of:
 - (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination, including assurance that the determination has been made in accordance with Section 3.C.(3). (a & b);
 - (3) The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning;
 - (4) The educationally relevant medical findings, if any;
 - (5) Whether:

- (a) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards as provided above; and
- (b) Either i. or ii.
 - i. The child does not make sufficient progress to meet age or State-approved grade-level standards as provided above; or
 - ii. The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development as provided above;
- (6) The determination of the group concerning the effects of a visual, hearing, or motor disability; cognitive disability; emotional disability; cultural factors; environmental or economic disadvantage; or Limited English Proficiency on the child's achievement level; and
- (7) If the child has participated in a process that assesses the child's response to scientific, research-based intervention:
 - (a) The instructional strategies used and the student-centered data collected; and
 - (b) The documentation that the child's Parent(s) were notified about:
 - i. The State's policies regarding the amount and nature of student performance data that would be collected and the regular education services that would be provided;
 - ii. Strategies for increasing the child's rate of learning; and
 - iii. The Parent(s)' right to request an evaluation.
- b. Each group member must certify in writing whether the report reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

E. Reevaluations

1. The District must ensure that a reevaluation of each child with a disability is conducted in accordance with the procedures for an evaluation in accordance with Section 3.A.(1).(a), (d), (e), (f) and Section 3.B:
 - a. If the District determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
 - b. If the child's Parent(s) or teacher requests a reevaluation.
2. A reevaluation conducted as described above:
 - a. May occur not more than once a year, unless Parent(s) and the District agree otherwise; and
 - b. Must occur at least once every three (3) years, unless Parent(s) and the District agree that a reevaluation is unnecessary.

F. Independent Educational Evaluation

See Section 10.O.

LEGAL REF.:

- 20 U.S.C. §§ 1412 (State eligibility), 1412(a)(3) (Child find), 1413 (Local educational agency eligibility), 1413(a)(1) (Consistency with State policies), 1413(a)(3) (Personnel development).
- 34 C.F.R. §§ 300.8 (Child with a disability), 300.122 (Evaluation), 300.201 (Consistency with State policies), 300.301- 300.306 (Evaluations and Reevaluation), 300-307-300.311 (Additional Procedures for Identifying Children with Specific Learning Disabilities).
- 105 ILCS 5/14-8.02 (Identification, evaluation, and placement of children), 5/14-8.02h (Response to scientific, research-based intervention).
- 23 Ill.Admin.Code §§ 226.110 (Evaluation Procedures), 226.120 (Reevaluations), 226.130 (Additional Procedures for Students Suspected of or Having a Specific Learning Disability), 226.135 (Additional Procedures for Students Suspected of or Having an Intellectual Disability), 226.140 (Modes of Communication and Cultural Identification), 226.150 (Evaluation to be Nondiscriminatory), 226.180 (Independent Educational Evaluation).

Section 4. Individualized Education Programs

A. Development of IEP

1. IEP Meeting Timeline. Upon completion of an evaluation or reevaluation but no later than 60 school days after the date the parent signs written consent for the evaluation or reevaluation, an eligibility determination must be made, and the IEP meeting shall be completed. If fewer than 60 school days remain in a school year after the date of parent consent, the eligibility determination must be made, and the IEP meeting shall be completed before the first day of the following school year. If the student is determined to be eligible for special education and related services, the IEP meeting shall be conducted within 30 days after that determination. The child receiving special education and related services must have an IEP developed in compliance with these procedures and in effect at the beginning of each subsequent school year.
2. IEP Team. The group of persons responsible for the development of the IEP (IEP Team) includes:
 - a. A representative of the District (other than the child's teacher) who is qualified to provide or supervise the provision of special education, is knowledgeable about the general curriculum, is knowledgeable about the District's resources, has the authority to make commitments for the provision of resources set forth in the IEP, and is able to ensure that the services in the IEP will be implemented.
 - b. At least one of the child's special education teachers, or where appropriate, at least one special education provider of the child. If the child is receiving only speech and language services, the speech and language pathologist shall fulfill this role.
 - c. At least one regular education teacher of the child (if the child is, or may be, participating in general education environment) who is, or may be, responsible for implementing a portion of the IEP.
 - d. For a child age three (3) through five (5) who has not yet entered the primary grades, an individual qualified to teach preschool children without disabilities.
 - e. One or more of the child's Parent(s).
 - f. If appropriate, the child may be invited by either the District or Parent(s). The District shall invite the child when the purpose of the IEP meeting is to consider and plan transition services or when the child has reached the age of 18. When the child does not attend the IEP meeting where transition services are discussed, the District shall take other steps to ensure that the child's preferences and interests are considered.
 - g. Other individuals, at the discretion of Parent(s) or the District, who have knowledge or special expertise regarding the child, including related services personnel as appropriate.
 - h. An individual who is qualified to interpret the instructional implications of the evaluation results (who may be one of the individuals listed herein).

- i. A qualified bilingual specialist or bilingual teacher (who may be one of the individuals listed herein), if needed to assist meeting participants in understanding the child's language or cultural factors as related to the child's instructional needs. If documented efforts to locate such a person are unsuccessful, the District shall meet the requirements for nondiscriminatory evaluations (see Section 3.B.1.(d)).
 - j. In those cases where the child's behavior impedes his/her learning or the learning of others, a person knowledgeable about positive behavior strategies.
 - k. If transition services will be discussed and with the informed written consent of Parents (or child who has reached the age of majority), the District shall invite representative(s) of any participating agencies that are likely to be responsible for providing or paying for transition services. This may include, without limitation, a representative from the Department of Human Services or another State agency, a case coordinator, or persons representing other public or community agencies or services, such as adult service providers, disability services coordinators of public community colleges, and a career and technical education (CTE) coordinator. No informed written consent of the Parents (or the child who has reached the age of majority) is required for participation of the District's CTE coordinator.
 - l. For a child who was previously served under Part C of IDEA, upon request of the Parent, the Part C service coordinator or other representative of the Part C system shall be invited to the initial IEP meeting to assist with the smooth transition of services.
3. IEP Team Attendance.
- a. A member of the IEP Team described above is not required to attend an IEP meeting, in whole or in part, if Parent(s) and the District agree in writing that the attendance of the Team member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
 - b. If an IEP meeting involves a modification to or discussion of an IEP Team member's area of the curriculum or related services, that IEP Team member may be excused from attending the meeting, in whole or in part, if (1) Parent(s) and the District consent to the excusal in writing and (2) the IEP Team member submits, in writing to Parent(s) and the IEP Team, input into the development of the IEP prior to the meeting.

4. Parental Participation. The District will take the following steps to encourage parental participation in the IEP process:
- a. The District will schedule each IEP meeting at a mutually agreed upon time and place, whenever possible.
 - b. The District will notify Parents at least 10 calendar days prior to any IEP meeting of the purpose, time and location of the meeting, the titles of the persons who will be in attendance, and Parents' right to invite other individuals with knowledge or special expertise regarding the child and advocates for the Parents or child. The notice will also inform Parents:
 - (1) Of their right to receive copies of all written material that will be considered by the IEP Team at the meeting, including the date when the written material will be delivered or made available;
 - (2) Of their rights under 105 ILCS 5/14-19 to:
 - (a) Invite other individuals to the meeting to assist them, including individuals who have knowledge or special expertise regarding their child, and advocates for the Parents or child (and request that the Parent inform the school prior to the meeting if the Parent plans to bring other individuals so arrangement can be made to accommodate additional participants); and
 - (b) Request state-sponsored IEP facilitation, including receiving written informational material about the IEP facilitation process by the same distribution methods employed to transmit other documents and information related to an IEP meeting;
 - (3) Of their right to review and copy their child's school student records;
 - (4) Of the availability of interpretation services at IEP meetings;
 - (5) How Parents can request an interpreter;
 - (6) That Parents have a right to request that the interpreter provided by the District serve no other role in the IEP meeting than as an interpreter and that the District should make reasonable efforts to fulfill this request;
 - (7) Of a point of contact for any questions or complaints about interpretation services; and
 - (8) That written translations of Vital IEP Process Documents (see Section 15) are available, how to request translated documents, and whom to contact with any questions or complaints about the translations.

Nos. (4) through (8) shall be provide in English, in all common languages, and in Parents' preferred language, if known and practicable. See Section 15 for definitions of common languages and preferred language.

- c. At least three (3) school days prior to any IEP meeting, or as soon as possible if an IEP meeting is scheduled within three (3) school days with written consent of the Parents, the District will provide Parents with copies of all written material that will be considered by the IEP Team at the meeting so that Parents may participate in the meeting as a fully-informed member. Parents will have the option of choosing from the available methods of delivery, including regular mail and picking up materials at school. For a meeting to determine the child's eligibility for special education, the written material must include all evaluations and collected data that will be considered at the meeting. For a child who is already eligible for special education and related services, the written material must include a copy of all IEP components that will be discussed by the IEP Team, other than the components related to the educational and related service minutes proposed for the child and the child's placement.
 - d. The District may conduct an IEP meeting without a Parent in attendance if the District is unable to convince Parents that they should attend.
 - e. If neither Parent is present at an IEP meeting, the District will maintain a record of its attempts to arrange a mutually agreed on time and place.
 - f. The Parent(s) and District may agree to use alternative means of meeting participation, such as video conferences and conference telephone calls.
 - g. The District will take whatever action is necessary and reasonable to facilitate Parent(s)' understanding of and participation in the IEP meeting, including arranging and paying for the expense of a qualified interpreter for Parent(s) whose native language is other than English, or for an interpreter licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 for Parent(s) who are deaf.
 - (1) All interpreters for the common languages and American Sign Language shall be qualified interpreters that meet the criteria established by ISBE. If a qualified interpreter is not available, the District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
 - (2) For the less common languages, the District will make all reasonable efforts to provide an interpreter that meets criteria established by ISBE (see Section 15). The District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
5. General Considerations. In developing a child's IEP, the IEP Team shall consider the strengths of the child, the concerns of the Parent(s) regarding the child's education, the results of the most recent evaluations, and the academic, developmental, and functional needs of the child.
6. Consideration of Special Factors. The IEP Team also shall consider the following factors:
- a. The use of positive behavioral interventions and supports, and other strategies, to address that behavior for a child whose behavior impedes the child's learning or that of others;

- b. The language needs of a child with Limited English Proficiency as those needs relate to the child's IEP;
- c. Instruction in Braille and the use of Braille, unless the IEP Team determines that, after an evaluation of the child's reading and writing skills, needs and appropriate reading and writing media, it is not needed, for children who are blind or visually impaired;
- d. Communication needs;
- e. For a child who is deaf or hard of hearing, the child's language and communication needs, opportunities for direct communication with peers and professionals in the child's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
- f. Whether the child needs assistive technology devices and services;
- g. For students on the autism spectrum (which includes autistic disorder, Asperger's disorder, pervasive developmental disorder not otherwise specified, childhood disintegrative disorder, and Rett Syndrome, as defined in the Diagnostic and Statistical Manual of Mental Disorders, fourth edition (DSM IV, 2000)), the IEP Team shall also consider all of the following factors:
 - (1) The verbal and nonverbal communication needs of the child;
 - (2) The need to develop social interaction skills and proficiencies;
 - (3) The needs resulting from the child's unusual responses to sensory experience;
 - (4) The needs resulting from resistance to environmental change or change in daily routines;
 - (5) The needs resulting from engagement in repetitive activities and stereotyped movements;
 - (6) The need for any positive behavioral interventions, strategies, and supports to address any behavioral difficulties resulting from autism spectrum disorder; and
 - (7) Other needs resulting from the child's disability that impact progress in the general curriculum, including social and emotional development.
- h. If the student may be eligible to participate in the Home-Based Support Services Program for Mentally Disabled Adults authorized under the *Developmental Disability and Mental Disability Services Act* [405 ILCS 80] upon becoming an adult, the student's IEP shall include plans for:
 - (1) Determining the student's eligibility for those home-based services,
 - (2) Enrolling the student in the program of home-based services, and
 - (3) Developing a plan for the student's most effective use of home-based services after the student becomes an adult and no longer receives special educational services. The plans developed under this paragraph shall include specific actions to be taken by specified individuals, agencies, or officials.

- i. If the student needs extra accommodation during emergencies, including natural disasters or an active shooter situation, that accommodation will be considered when developing the student's IEP.
7. IEP Components. The IEP shall include the following components:
- a. A statement of the child's present levels of academic achievement and functional performance. This must include:
 - (1) A statement of how the child's disability affects his/her/their involvement and progress in the general curriculum; or
 - (2) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities.
 - b. A statement of measurable annual goals that reflect consideration of the State Goals for Learning and the Illinois Learning Standards, as well as benchmarks or short-term objectives, developed in accordance with the child's present levels of academic and functional performance, designed to:
 - (1) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general curriculum, or for preschool children to participate in age-appropriate activities; and
 - (2) Meet each of the child's other educational needs that result from the child's disability.
 - c. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, and program modifications or supports that will be provided for the child to:
 - (1) Advance appropriately toward attaining the annual goals; and
 - (2) Be involved in and make progress in the general curriculum and participate in extracurricular and other nonacademic activities; and
 - (3) Be educated and participate with other children with and without disabilities.
 - d. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and district-wide assessments, or a statement of why the child cannot participate in such assessments and why the particular alternate assessment selected is appropriate (see Section 5).
 - e. The projected beginning date for the beginning of the services and modifications, and the amount, frequency, and anticipated duration of those services and modifications.
 - f. An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and nonacademic activities.
 - g. A statement as to whether the child requires extended school year services and, if so, a description of those services that includes their amount, frequency, duration, and location.

- h. A description of how the child's progress towards annual goals will be measured, and when periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- i. A statement as to the languages or modes of communication in which special education and related services will be provided, if other than or in addition to English.
- j. Beginning not later than the first IEP to be in effect when the child turns age 14 1/2, and updated annually thereafter, the IEP shall include transition planning, including but not limited to: (1) appropriate, measurable, postsecondary goals based upon age-appropriate assessments related to employment, education or training, and independent living; (2) the transition services that are needed to assist the child in meeting those goals, including courses of study and any other needed services to be provided by entities other than the District; (3) information about the District's career and technical education (CTE) opportunities and postsecondary CTE opportunities; (4) information about dual credit courses offered by the District, including courses offered for dual credit under Section 16 of the *Dual Credit Quality Act* [110 ILCS 27/16] and for high school credit only, and entry criteria; (5) consideration of the child's assistive technology needs related to transition goals both while the child is participating in transition-related activities and in post-school activities; (6) consideration of the availability and accessibility of assistive technology devices and services once the child is in the post-school environment; and (7) any additional requirements contained in Section 14-8.03 of the *School Code* [105 ILCS 5/14-8.03]. If the student is enrolled in a dual credit course for dual credit or for high school credit only, the student's participation in the course must be included as part of the student's transition IEP activities.
- k. By the school year in which the child turns 16, the transition planning process described above must include discussions with the IEP Team, child, Parent(s), and other appropriate team members regarding the child's graduation status and the implications of high school graduation. Such discussions must inform the child, Parent(s), and the child's designated representative under Section 14-6.10 of the *School Code* [105 ILCS 5/14-6.10] that:
 - (1) Graduation with a regular high school diploma terminates the child's eligibility for a FAPE under IDEA and state law; and
 - (2) Under Section 14-1.02 of the *School Code* [105 ILCS 5/14-1.02], the child can continue to receive IEP services until the end of the school year in which the child turns 22 when appropriate to meet the student's IEP goals.
- l. Beginning not later than one year before the child reaches the age of 18, the IEP must include a statement that the child has been informed of the rights under IDEA that will transfer to the child when he or she reaches the age of 18.

- m. The IEP of a student who may, after reaching age 18, become eligible to participate in the home-based support services program for adults with intellectual disabilities that is authorized by the Developmental Disability and Mental Disability Services Act [405 ILCS 80] shall set forth specific plans related to that program pursuant to the requirements of Section 14-8.02 of the School Code [105 ILCS 5/14-8.02].
8. Behavior Intervention Plan. The IEP of a student who requires a behavioral intervention plan shall:
- a. Summarize the findings of the functional behavioral assessment;
 - b. Summarize prior interventions implemented;
 - c. Describe any behavioral interventions to be used, including those aimed at developing or strengthening alternative or more appropriate behaviors;
 - d. Identify the measurable behavioral changes expected and methods of evaluation;
 - e. Identify a schedule for a review of the interventions' effectiveness; and
 - f. Identify provisions for communicating with the Parents about their child's behavior and coordinating school-based and home-based interventions.
9. Private School Placements. When an IEP Team determines that no less restrictive setting on the continuum of alternative placements will meet a child's needs, the child may be placed in a State-operated or nonpublic special education facility. In such a case, the use of a State-operated program should be given first consideration if appropriate. The determination shall be based on recent diagnostic assessments and other pertinent information and made in light of other factors such as proximity to the child's home. Before the District places a child or refers a child to such a facility:
- a. The District will convene an IEP meeting and invite representative(s) of the State-operated or nonpublic school to attend to assist in identifying or verifying the appropriate placement for that child. If one or more needed representatives cannot attend, the District will use other methods to ensure their participation.
 - b. With respect to the annual review and revision of the IEP of a child with a disability placed or referred to a State-operated or nonpublic school by the District, the District may permit the nonpublic school to initiate IEP meetings which will be conducted as described above, provided that Parent(s) of the child and a representative of the District are invited to participate in any decision about the child's IEP and agree to any proposed changes in the IEP. The District remains responsible for the development and implementation of the child's IEP and for convening any needed IEP meetings, including annual reviews.
10. Determination of Placement. The IEP shall state the placement the IEP Team has determined to be appropriate for the child. The IEP Team shall take into consideration the student's eligibility for other educational programs and services such as bilingual education, career and technical education, gifted education, and federal Title I programs. The placement determination shall be reviewed at least annually or at any time the IEP is revised.

11. Initial IEPs. Each initial IEP must be completed by the IEP Team no later than 30 calendar days after the determination of eligibility and in no case later than 60 school days from the date the Parent(s) sign written consent to perform the needed assessments. When a child is referred for an evaluation with fewer than 60 days of pupil attendance left in the school year, the eligibility determination shall be made and, if the child is eligible, an IEP shall be in effect prior to the first day of student attendance in the next school year.
12. Provision of Services. The District shall provide special education and related services to eligible children in accordance with their IEPs.
13. Provision of IEP Copies. The District shall provide Parent(s) with a copy of the IEP at the conclusion of the IEP Team meeting, unless a later date is agreed upon by Parent(s) and document in the IEP,¹⁰⁵ at no cost to Parent(s).¹⁰⁶ If the child is in the legal custody of the Department of Children and Family Services (DCFS), the District shall provide the DCFS Office of Education and Transition Services with a copy of the IEP at the conclusion of the IEP Team meeting at no cost.

B. Determination of Related Services

1. Participants in IEP Team meetings held to develop, review, or revise the IEP shall determine what related services are necessary to assist a child in benefiting from special education, as defined in 34 C.F.R. §300.34.
2. Related services do not include a medical device that is surgically implanted, the optimization of that device's functioning (e.g., mapping), maintenance or replacement of that device.

C. Implementation of the IEP

1. Implementation of the IEP shall occur no later than 10 school days after Parent(s) have been provided notice, unless otherwise agreed by the IEP Team; or by the beginning of the following school year if the IEP is developed or revised with fewer than 10 school days remaining in the school year. If the new or revised IEP requires extended-year services, those services shall be provided in accordance with the provisions of the IEP.
2. Informed written parental consent is required at least 10 school days prior to the initial provision of special education and related services to a child. Parent(s) may waive the 10-school-day interval before placement.
3. The IEP must be accessible to all staff members who are responsible for implementing the IEP; each shall be informed of his/her specific responsibilities relating to the IEP and the specific accommodations, modifications and supports to be provided to the child in accordance with the IEP.

4. The District must make logs that record the delivery of related services administered under the child's IEP, including the type of related service and the minutes provided. The District must make the logs available to the child's Parent(s) at any time upon request of the child's Parent(s). Related services for which a log must be made are: speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services. The District must inform the child's Parent(s) within 20 school days from the beginning of the school year or upon establishment of an IEP of his or her ability to request those related service logs.
5. If a service required by an IEP is not implemented within 10 school days after the service was to be initiated as set forth by the child's IEP, then the District shall provide the child's Parent(s) with written notification that the service has not yet been implemented. The notification must be provided to the child's Parent(s) within three (3) school days of the District's non-compliance with the child's IEP and must inform the Parent(s) about the District's procedures for requesting compensatory services. For purposes of this section, school days does not include days in which a child is absent from school for reasons unrelated to a lack of IEP services or when the service is available but the child is unavailable.
6. The District may not use any measure that would prevent or delay an IEP Team from adding a service to the IEP or create a time restriction in which a service is prohibited from being added to the IEP. The District may not build functions into its computer software that would remove any services from a student's IEP without the approval of the IEP Team and may not prohibit the IEP Team from adding a service to the program.

D. Review and Revision of the IEP

1. The IEP of each child with a disability currently receiving special education and related services must be reviewed at least annually to determine whether the annual goals are being achieved. The IEP should be revised as appropriate to address any lack of expected progress toward the annual goals; the results of a reevaluation; information about the child provided to, or by, the Parent(s); the child's anticipated needs; or other matters.
2. A child's teacher or Parent(s) may request a review of the child's IEP at any time. Within 10 calendar days after receipt of such request, the District will either agree and notify Parent(s) of the meeting, or notify Parent(s) in writing of its refusal to meet. Notice of a refusal will include an explanation of the reason no meeting is necessary to ensure a FAPE to the child. Parent(s) may revoke their consent or special education services in accordance with their procedural safeguards. (See Section 10.G.)
3. After the annual review IEP Team meeting, Parent(s) and the District may agree not to convene an IEP Team meeting for the purpose of making changes to a child's IEP and instead may develop a written document to amend or modify the current IEP, rather than redrafting the entire IEP. The District must ensure that the child's IEP Team is informed of those changes. Upon request, a Parent must be provided with a revised copy of the IEP with the amendments incorporated.

4. If a participating agency, other than the District, fails to provide the transition services described in the IEP, the IEP Team must reconvene to identify alternative strategies to meet the transition objectives for the child set out in the IEP.
5. At the student's annual IEP review meeting the District will provide Parents a copy of the Department of Human Services' guide Understanding PUNS: A Guide to Prioritization for Urgency of Need for Services.
6. At the annual IEP review meeting for a student with an intellectual disability or a developmental disability, the IEP Team shall determine the student's PUNS database registration status based on information provided by the student or Parent(s). If the IEP Team determines the student is not registered for the PUNS database or if it is unclear whether the student is registered for the PUNS database, Parent(s) and student shall be referred to a designated District employee trained on the PUNS database. The designated District employee will:
 - a. Provide the student and Parent(s) with the name, location, and contact information of the appropriate Independent Service Coordination agency to contact to register the student for the PUNS database;
 - b. Identify for the student and Parent(s) the information and documentation they will need to complete PUNS database registration; and
 - c. Provide the student and Parent(s) with information about organizations and programs available in Illinois that offer information to families about the PUNS database and its registration process.
7. At the student's annual IEP review meeting the District will provide Parent(s) with informational material prepared by the Office of the State Treasurer about the Illinois Achieving a Better Life Experience (ABLE) account program for people with disabilities. This informational material will be distributed using the same methods as other documents and information related to the IEP meeting.

E. Transfer Students

1. If a child receiving special education transfers into the District, the District will ensure FAPE in consultation with the Parent(s) by providing special education and related services in conformity with an IEP.

- a. For transfers from within Illinois, the District shall enroll the child and provide FAPE, including education services comparable to those in the IEP from the former district, until the District either: (1) adopts the IEP from the former district if the Parent indicates oral or written satisfaction with the current IEP and the District determines the current IEP is appropriate and can be implemented as written, or (2) develops, adopts, and implements a new IEP. If the District does not adopt the former district's IEP and plans to develop a new one, within 10 calendar days after the date of the child's enrollment, the District must provide written notice to the Parent(s), including the proposed date of the IEP meeting. While the new IEP is under development, the District shall implement services comparable to those described in the former district's IEP.
 - b. For transfers from another state, the District shall enroll the child and provide FAPE, including services comparable to those in the IEP from the former district, until the District: (1) conducts an evaluation, if determined to be necessary by the District, and (2) develops, adopts, and implements a new IEP, if appropriate.
2. The District must take reasonable steps to obtain the child's records, including the IEP, from the former district. If the District does not receive a copy of the transfer child's IEP or verbal or written confirmation of requirements of the IEP from the former school district, the child will be enrolled and served in the setting that the District believes will meet the child's needs until the current IEP is obtained or a new IEP is developed.

F. Children Aged Three (3) Through Five (5)

1. For a child with a disability aged three (3) through five (5), an Individualized Family Service Plan (IFSP) may serve as the child's IEP if using that plan is agreed to by the District and Parent(s). If the District proposes to use an IFSP, it shall:
 - a. Provide a detailed explanation of the differences between an IFSP and an IEP to the Parents(s);
 - b. Obtain informed, written parental consent for the use of an IFSP; and
 - c. Ensure that the IFSP is developed in accordance with IEP requirements.

LEGAL REF.:

- 20 U.S.C. §§ 1400(c) (Findings), 1412(a)(4) (Individualized education program), 1414(d) (Individualized education programs).
- 34 C.F.R. §§ 300.34 (Related services), 300.39 (Special education), 300.114-117 (Least restrictive environment), 300.320-300.323 (Individualized Education Programs), 300-324-300.328 (Development of IEP), 300.503 (Prior notice by the public agency; content of notice).
- 105 ILCS 5/2-3.64a-5 (State goals and assessment), 5/14-8.02 (Identification, evaluation, and placement of children), 5/14-8.02(b), 5/14-8.02(g), 5/14-8.02f (Individualized education program meeting protections).
- 23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.200 (General Requirements), 226.210 (IEP Team), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP), 226.240 (Determination of Placement), 226.250 (Child Aged 3 Through 5), 226.260 (Child Reaching Age Three), 226.300 (Continuum of Placement Options), 226.310 (Related Services), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.530 (Parents' Participation).

Section 5. Students' Participation in Assessments

Each IEP of an eligible child shall include a statement of the child's ability to participate in State and District-wide assessments. This statement must include any individual accommodations that are necessary to measure the academic achievement and functional performance of the child on the assessments. If the IEP Team determines that the child must take an alternate assessment, a statement must be included in the IEP documenting why the child cannot participate in the regular assessment and why the particular alternate assessment is appropriate for the child.

To the extent that individual accommodations are necessary for the child's participation in classroom-based assessments, they shall also be noted in the IEP.

LEGAL REF.:

- 20 U.S.C. §§ 1400(c) (Findings), 1412(a)(4) (Individualized education program), 1414(d) (Individualized education programs).
- 34 C.F.R. §§ 300.34 (Related services), 300.39 (Special education), 300.114-117 (Least Restrictive Environment (LRE)), 300.320-323 (Individualized Education Programs), 300.325-300.328 (Development of IEP), 300.503 (Prior notice by the public agency; content of notice).
- 105 ILCS 5/2-3.64a-5 (State goals and assessment), 5/14-8.02 (Identification, evaluation, and placement of children).
- 23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.200 (General Requirements), 226.210 (IEP Team), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP), 226.240 (Determination of Placement), 226.250 (Child aged Three Through Five), 226.260 (Child Reaching age Three), 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.530 (Parents' Participation).

Section 6. Serving Students in the Least Restrictive Environment (LRE)

A. Overview of Placement

1. The District ensures the right of children with disabilities to be educated with nondisabled children to the maximum extent appropriate.
2. The child's placement shall be based on the child's IEP and shall be as close as possible to the child's home. Unless the IEP of a child with a disability requires some other arrangement, the child shall be educated in the school that he or she would attend if nondisabled. A placement determination based solely upon the category of a child's disability or on the current configuration of the District's service delivery system is prohibited. In selecting the least restrictive environment (LRE), consideration shall be given to any potential harmful effect on the child or on the quality of services received.
3. Children with disabilities must be allowed to participate to the maximum extent appropriate with nondisabled children in nonacademic and extracurricular activities (including, but not limited to meals, recess periods, athletics, clubs, and recreational activities).
4. Parental participation shall be encouraged. Informed written parental consent is required before the initial provision of special education and related services. In cases in which informed written parental consent cannot be obtained, the District may not use a due process hearing to compel consent for initial provision of special education and related services.

B. Participation in General Education Programs

1. The District shall take steps to ensure that children with disabilities have equal access to the variety of educational programs and services available to nondisabled children.
2. Steps taken by the District to ensure the availability of general educational programs and services to children with disabilities may include, but not be limited to:
 - a. Modification of instructional methodologies, staffing, materials and equipment to permit effective participation as appropriate; and
 - b. Individualization of the instructional program including staffing, curriculum modifications, classroom accommodations, modified grading, assistive technology, and instructional materials to permit the effective participation of children with disabilities.
3. The IEP must include a statement describing how the child's disability adversely affects the child's participation in, and progress toward regular education curriculum objectives, including:
 - a. Participation in extracurricular and other nonacademic activities;
 - b. The extent to which the child will be educated and participate with nondisabled children;

- c. An explanation of the extent, if any, to which the child will not participate with nondisabled children; and
- d. A statement of any individual modifications in the administration of State or District-wide assessments necessary in order for the child to participate in the assessments. If the IEP Team determines that the child cannot participate in State or District-wide assessments, the IEP Team must explain why and describe how the child will be alternately assessed. (See Section 5.)

C. State-Operated or Nonpublic Special Education Facility

When an IEP Team determines that no less restrictive setting on the continuum of alternative placements will meet a child's needs, the child may be placed in a State-operated or nonpublic special education facility. In such a case, the use of a State-operated program should be given first consideration if appropriate. The determination shall be based on recent diagnostic assessments and other pertinent information and made in light of other factors such as proximity to the child's home. Before the District places a child or refers a child to such a facility:

1. The District will convene an IEP meeting and invite representative(s) of the State-operated or nonpublic school to attend to assist in identifying or verifying the appropriate placement for that child. If one or more needed representatives cannot attend, the District will use other methods to ensure their participation.
2. With respect to the annual review and revision of the IEP of a child with a disability placed or referred to a State-operated or nonpublic school by the District, the District may permit the nonpublic school to initiate IEP meetings which will be conducted as described above, provided that the Parent(s) of the child and a representative of the District are invited to participate in any decision about the child's IEP and agree to any proposed changes in the IEP. The District remains responsible for the development and implementation of the child's IEP and for convening any needed IEP meetings, including annual reviews.

CI. Continuum of Placement Options

1. The District will ensure that a continuum of alternative placement options is available to meet the needs of children with disabilities. This continuum will include, but is not limited to, instruction in general education classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. The continuum will also make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.
2. If a child is deaf, hard of hearing, blind, visually impaired, or has an orthopedic impairment or physical disability and the child may be eligible to receive services from the Illinois School for the Deaf, Illinois School for the Visually Impaired, the Illinois Center for Rehabilitation and Education-Wood, or Illinois Center for Rehabilitation and Education-Roosevelt, the District will notify Parent(s) in writing of the existence of these schools and their services, as well as the existence of other, local schools that provide similar services. This notice will include information on school services, admissions criteria, and contact information.

E. Determining Educational Placement

1. In determining any educational placement of a child, the District shall ensure that:
 - a. The placement decision is made by a group of persons, including Parent(s), and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, and is made in conformity with the least restrictive environment requirements;
 - b. The child's placement is determined at least annually, is based on the child's IEP, and is as close as possible to the child's home;
 - c. Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school he/she would attend if nondisabled;
 - d. In selecting the LRE, consideration is given to any potentially harmful effect on the child or on the quality of services that the child needs; and
 - e. A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
2. When making a placement determination on behalf of a child with a disability between the ages of 3-5, the District must provide FAPE in the LRE. LRE alternatives may include but are not limited to:
 - a. Providing opportunities for the participation (even part-time) of preschool children with disabilities in other preschool programs operated by public agencies (such as Head Start);
 - b. Placing children with disabilities in private school programs for nondisabled preschool children or private preschool programs that integrate children with disabilities and nondisabled children; or
 - c. Locating classes for preschool children with disabilities in elementary schools.
3. In the event the District must remove a special education child from his/her current program because of behavior that causes serious bodily injury or due to a weapons or drug violation, the IEP Team shall identify an interim alternative educational setting (IAES). This setting will enable the child to continue to progress in the general curriculum and to receive those services and modifications as described in the child's current IEP.
4. Home instruction may be recommended as the child's placement by the IEP Team in accordance with subsection D of this Section. or homebound instruction may be provided if the child meets the eligibility requirements under 23 Ill. Admin. Code §226.300. If the student meets the eligibility requirements for homebound instruction, the IEP team shall meet to determine the type and amount of home or hospital services. Homebound instruction may be delivered in person or via an online platform, as determined by the IEP team.

F. Nonacademic and Extracurricular Services

1. The placement decision shall permit the child to participate, as appropriate, in nonacademic and extracurricular services and activities (e.g., meals, recess, recreational activities, and clubs sponsored by the District). According to the needs of the child, as articulated in his/her IEP, the District may provide service(s) to a child in order to allow him/her to access participation in nonacademic or extracurricular activities.

2. A child with a disability may be excluded from participation in nonacademic and extracurricular activities for misconduct provided the exclusion is consistent with the District's disciplinary code, is applied to children without disabilities and takes into consideration the special needs of the child, and that the misconduct was not related to a failure to provide appropriate supplementary aids and services to a child per his/her IEP.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1412 (a)(7), 1413 (Local educational agency eligibility).

34 C.F.R. §§ 300.110 (Program options), 300.322 (Parent participation), 300.324 (Development, review, and revision of IEP), 300.320 (Definition of IEP), 300.114 (LRE requirements), 300.115 (Continuum of alternative placements), 300.116 (Placements), 300.117 (Nonacademic settings).

105 ILCS 5/14-1.02 (Children with disabilities), 5/14-8.02 (Identification, evaluation, and placement of children).

23 Ill. Admin. Code. §§ 226.240 (Determination of Placement), 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.530 (Parents' Participation), 226.720 (Facilities and Classes), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP).

Section 7. Provision of Extended School Year Services

A. Extended School Year Services

Extended School Year Services are special education and related services, which are provided by the District to an IDEA-eligible child with a disability beyond the District's regular school year in accordance with the child's IEP at no cost to the child's Parent(s) and meet the standards of ISBE.

B. Eligibility and Determination of Extended School Year Services

Extended school year services shall be provided to each child eligible for special education whose unique needs require special education and related services in excess of the regular school year. Children eligible for special education who may require extended school year services are those whose IEPs specify an extended school year program and/or related services as determined by the child's IEP Team in accordance with IDEA and ISBE standards and regulations. The child's IEP Team shall determine the type, amount, and/or duration of the services necessary as part of the child's extended school year program on an individualized basis.

C. Limit Prohibitions for Extended School Year Services

The District shall not limit the provision of extended school year services to children with a particular category or categories of disability or unilaterally limit the type, amount, or duration of those services.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).
34 C.F.R. §300.106 (Extended school year services)
23 Ill. Admin. Code §226.75 (Definitions).

Section 8. Transition of Children Served Under Part C of IDEA into Preschool Programs

A. Children Reaching Age Three (3)

1. For a child with an IFSP who will be making the transition from an early intervention program into the special education program of the District at age three (3), the District shall ensure that either an IEP or the child's IFSP is in effect on the child's third birthday. A representative of the District shall participate in the transition meeting. If a child continues to receive early intervention services until the beginning of the school year following the child's third birthday, the District shall ensure that either an IEP or the child's IFSP is in effect on the first day of the following school year.
2. For a child without an IFSP:
 - a. If the child is referred at least 60 school days prior to his/her third birthday, and determined eligible, the District shall ensure that either an IEP or an IFSP is in effect on the child's third birthday.
 - b. If the child is referred with fewer than 60 school days remaining before the child's third birthday, or after that date, the District shall follow these procedures to determine whether or not an evaluation is warranted, and if so, to conduct an evaluation.
3. If a child's third birthday occurs during the summer, the IEP Team shall determine when the District's services to the child will begin. If the child's birthday falls between May 1 and August 31, the child may continue to receive early intervention services until the beginning of the school year following the child's third birthday.

B. Children Reaching Age Six (6)

The District may permit an eligible child in an Early Childhood class who reaches his/her sixth birthday during the school year to complete that school year in the Early Childhood class.

LEGAL REF.:

20 U.S.C. §1412(a)(9) (Transition from subchapter III to preschool programs).

34 C.F.R. §300.124 (Transition of children from the Part C program to preschool programs).

23 Ill. Admin. Code §226.260 (Child Reaching Age Three).

Section 9. Serving Students Who Attend Nonpublic Schools

A. Placements by the District in Nonpublic Special Education Programs/Facilities

1. The IEP Team shall conduct a meeting(s) and complete an IEP before placing a child in a nonpublic special education program or facility. Nonpublic special education facility includes residential facilities, within or outside the State of Illinois, which provide special education and related services to meet the needs of a child by using private schools or public schools, whether located on or off the site of the residential facility.
 - a. The District is responsible for arranging participation of a representative of the private school/facility in the IEP meeting.
 - b. The District remains responsible for the development and implementation of the child's IEP.
2. Except for emergency and student-specific residential placements made under subsection 4, below, the District will determine, for those children placed in a nonpublic special education program or facility, that the conditions contained in 23 Ill. Admin. Code §226.330(c) are satisfied.
3. Before placing a child in an out-of-state residential facility, the District shall offer the option to place the child in an in-state residential facility, if any, that provides treatment or services comparable to those provided by the out-of-state residential facility. This offer shall occur at every annual review for children placed in an out-of-state residential facility.
4. Before a nonpublic special education facility terminates a student's placement in that facility, it must request an IEP meeting from the District. If the nonpublic special education facility terminates the student's placement following the IEP meeting, it must provide written notice to the Parent, District, and ISBE no later than 20 business days before the termination date, unless the health and safety of any student is endangered. The written notice must include detailed reasons for termination and any actions taken to address the reason for the termination.
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5. The District may place a student in a nonpublic special education facility providing educational services, but not approved by ISBE, provided that ISBE provides an emergency and student-specific approval for residential placement. In such cases the District will demonstrate to ISBE that the conditions contained in 23 Ill. Admin. Code §226.330(g) are satisfied.

B. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is at Issue

1. The District is not responsible for educational costs, including special education and related services, of children placed in nonpublic special education programs or facilities by their Parent(s) if the District made FAPE available to the child and the Parent(s) elected to place the child in a nonpublic special education program or facility.

2. If the Parent(s) of a child with a disability, who previously received special education and related services from or through the District, enroll the child in a private school without the consent of or referral by the District, a court or hearing officer may require the District to reimburse the Parent(s) for the cost of the private school if there are findings that:
 - a. The District did not make a FAPE available to the child in a timely manner prior to the private school enrollment; and
 - b. The private placement is appropriate.
3. The District will notify Parent(s) of the conditions under which reimbursement for the cost of a unilateral placement in a nonpublic special education program or facility may be reduced or denied. Those conditions include: ¹⁵³
 - a. Failure of Parent(s) to inform the IEP Team at the most recent IEP meeting prior to the removal of the child from the public school of the Parent(s)' rejection of the placement proposed by the District and a statement of their concerns and their intent to enroll their child in a nonpublic special education program or facility at public expense at least 10 business days¹⁵⁴ prior to the removal of the child from the public school; or
 - b. At least 10 business days before the removal of the child from the public school, Parent(s) did not give written notice to the District of the information described in subparagraph 3 a, above; or
 - c. If, prior to Parent(s)' removal of the child from the public school, the District informed Parent(s), through the notice requirements, of its intent to evaluate the child, but Parent(s) did not make the child available for the evaluation; or
 - d. Any judicial finding of unreasonableness with respect to the actions taken by Parent(s).

C. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is Not an Issue

1. The District shall develop and implement a system to locate, identify, and evaluate children with disabilities who attend private schools (including religiously affiliated schools and home-schools) located within the District. The District will conduct child find activities for private school children with disabilities that are similar to those for children with disabilities in public schools.
2. Upon evaluation or reevaluation and determination that a private school child is eligible or still eligible for special education and related services, the District will develop a services plan for the child if he/she is designated by the District to receive special education and related services.
3. The District is not obligated to provide the special education and related services the child would receive if enrolled in a public school.
4. The District shall consult annually with private school representatives and representatives of Parent(s) of private school children regarding the following:

- a. The child find process, including how parentally placed private school children can participate equitably and how Parent(s), teachers, and private school officials will be informed of the process;
 - b. The determination of proportionate share of funds available to serve parentally-placed private school children with disabilities;
 - c. The consultation process;
 - d. The provision of special education and related services; and
 - e. A written explanation by the District regarding services.
5. The District shall make final decisions with respect to the services to be provided to eligible children who are enrolled in private schools. The services to be provided to such children are those services that the District has determined, through the consultation process, it will make available.
 6. The District shall assure that the providers of services to private school children with disabilities meet the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who provide equitable services to parentally-placed private school children with disabilities do not have to meet the “highly qualified” requirements of law.
 7. The District shall be responsible for providing Parent(s) with all notifications required to be provided to parents of students with disabilities who attend the public schools.
 8. By December 1 of each year, the District will conduct a census of the number of nonpublic school children eligible under IDEA, who may or may not be receiving special education and related services.

LEGAL REF.:

20 U.S.C. §§ 1412(a)(10) (Children in private schools), 1413(a)(1) (Consistency with State policies).

34 C.F.R. §§ 300.115 (Continuum of alternative placements), 300.325 (Private school placements by public agencies), 300.130-300.144 (Children With Disabilities Enrolled by Their Parents in Private Schools), 300.145-300.147 (Children with Disabilities in Private Schools Placed or Referred by Public Agencies), 300.148 (Children with Disabilities Enrolled by Their Parents in Private Schools when FAPE Is at Issue).

105 ILCS 5/29-4 (Pupils attending a charter school or nonpublic school), 5/14-6.01 (Powers and duties of school boards), 5/14-7.01 (Children attending classes in another district), 5/14-7.02 (Children attending private schools, public out-of-state schools, public school residential facilities or private special education facilities).

23 Ill. Admin. Code §§ 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.320 (Service to Students Living in Residential Care Facilities), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.340 (Nonpublic Placements by Parents Where FAPE is at Issue), 226.350 (Service to Parentally-Placed Private School Students).

Section 10. Procedural Safeguards

A. Procedural Safeguards Notice

1. Written notification of the procedural safeguards available to Parent(s) of a child with a disability shall be given to Parent(s) one time per school year, and:
 - a. Upon referral for an initial evaluation or reevaluation or Parent request for evaluation or reevaluation;
 - b. In accordance with certain disciplinary removals (see Section 11);
 - c. Upon request by a Parent; and
 - d. Upon receipt of the first State complaint and upon first request for a due process hearing in a school year.
2. The District may place a copy of the procedural safeguards on its website, if any, and Parent(s) may also elect to receive a copy of the procedural safeguards by electronic mail.
3. The procedural safeguards notice shall include a full explanation of all of the procedural safeguards relating to:
 - a. Independent education evaluation;
 - b. Prior written notice to Parents as required by State and federal law;
 - c. Parental consent;
 - d. Access to educational records;
 - e. Opportunity to present and resolve complaints through the due process and State complaint procedures;
 - f. The availability of mediation;
 - g. The child's placement during the pendency of any due process complaint;
 - h. Procedures for children who are subject to placement in an interim alternative educational setting;
 - i. Requirements for unilateral placement by Parent(s) of children in private schools at public expense;
 - j. Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - k. Civil actions; and
 - l. Attorneys' fees.

B. Prior Written Notice by the District

1. The District shall provide 10 school days written notice to the Parent(s) as required by State and federal law before proposing or refusing to initiate or change the identification, evaluation, or educational placement of, or the provision of free, appropriate public education to, a child. If the notice is related to an action proposed by the District that also requires informed written parental consent, the District may give notice at the same time as it requests informed written consent.

2. The notice required by this Section shall include:
 - a. A description of the action proposed or refused by the District;
 - b. An explanation of why the District proposes or refuses to take the action;
 - c. A description of each evaluation procedure, assessment, record, or report the District used as a basis for the proposed or refused action;
 - d. A statement that the Parent(s) of a child with a disability have protection under the procedural safeguards of IDEA, Article 14 of the School Code [105 ILCS 5/14] and their respective implementing regulations, and an indication of the means by which a description of those procedural safeguards may be obtained;
 - e. Sources for Parents to contact to obtain assistance and understanding of the provisions of IDEA, Article 14, and their respective implementing regulations;
 - f. A description of any other options that the IEP Team considered and the reasons why those options were rejected; and
 - g. A description of any other factors that are relevant to the District's proposal or refusal.

C. Notice of Issuance of Diploma

If a student is to receive a regular high school diploma, at least one year prior to the anticipated date of its issuance, both the Parents(s) and the student shall receive written notification that eligibility for public school special education services ends following the granting of a diploma and that the Parent (or student if he or she is 18 or over) may request an IEP meeting to review the recommendation that the student receive a regular diploma.

D. Language of Notifications

1. The notices required under the "Procedural Safeguards Notice" and "Notice by School District" Sections above shall be written in language understandable to the general public and provided in the native language of Parent(s) or other mode of communication used by Parent(s), unless it is clearly not feasible to do so.
2. If the native language or other mode of communication of Parent(s) is not a written language, the District shall take steps to ensure and document that the notice is translated orally or by other means to Parent(s) in his/her native language or other mode of communication and that Parent(s) understand the content of the notice.
3. Written translation of Vital IEP Process Documents (see Section 15.) in the ten most commonly spoken languages in Illinois, other than English, shall be provided to Limited English Proficiency parents of children with disabilities.
4. Parent(s) may request translation of documents not on the Vital IEP Process Documents list that have a vital relation to the child's educational planning through the same process identified on the Parent/Guardian Notification of Conference form (ISBE 34-57D), and the District shall make reasonable efforts to provide the requested translations in a timely manner.
5. All translations shall be performed in accordance with 23 Ill. Admin. Code §226.500.

E. Opportunity to Examine Records; Parental Participation in Meetings

1. The Parent(s) of a child with a disability shall be afforded an opportunity to inspect and review all education records with respect to their child. Parent(s) shall also be informed of their right to review and copy their child's school student records prior to any special education eligibility or individualized education program review meeting. The District shall ensure that parents of children with disabilities have the opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of, and the provision of FAPE to, the child. A meeting does not include informal or unscheduled conversations involving District employees or officials or other routine communications or consultation between District employees or officials, including preparatory activities that school personnel engage in to develop a proposal or a response to a Parent's proposal that will be discussed at an IEP meeting.
2. Whenever a meeting is to be held which a Parent has a right to attend, the following requirements shall apply:
 - a. The District shall notify in writing the Parent(s) at least 10 calendar days prior to the proposed date of the meeting of: the purpose of the meeting, the proposed date, time, and place for the meeting, who will be in attendance; and Parent(s)' right to invite other individuals whom Parent(s) believe have knowledge or special expertise regarding the child. If applicable, this notification shall also:
 - (1) For the initial IEP meeting of a child who was previously served under Part C of IDEA, inform Parent(s) that upon their request, the Part C service coordinator or other representative of the Part C system shall be invited to attend.
 - (2) Beginning not later than the first IEP to be in effect when the child turns 14½, or younger if deemed appropriate by the IEP Team, inform Parent(s) that post-secondary goals and services will be considered, that the student will be invited, and of the identity of any other agency that will be invited to send a representative.
 - b. As set forth in Section 4, this notification will also inform Parent(s):
 - (1) Of their right to receive copies of all written material that will be considered by the IEP Team at the meeting, including the date when the written material will be delivered or made available,
 - (2) Of their rights under 105 ILCS 5/14-19 to:

- (a) Invite other individuals to the meeting to assist them, including individuals who have knowledge or special expertise regarding their child, and advocates for the Parents or child; and
- (b) Request state-sponsored IEP facilitation, including receiving written informational material about the IEP facilitation process by the same methods as other documents and information related to the IEP meeting;
- (3) Of their right to review and copy their child's school student records,
- (4) Of the availability of interpretation services at IEP meetings,
- (5) How Parents can request an interpreter,
- (6) That Parents have a right to request that the interpreter provided by the District serve no other role in the IEP meeting than as an interpreter and that the District should make reasonable efforts to fulfill this request. If Parent believes that the District unreasonably denied their request for an interpreter who serves no other role in the IEP meeting, Parent has all rights under IDEA and Article 14 of the School Code, including a due process hearing, the state's special education complaint investigation process, mediation, ISBE monitoring, and the ability to file a complaint with the U.S. Department of Education's Office for Civil Rights,
- (7) Of a point of contact for any questions or complaints about interpretation services, and
- (8) That written translation of Vital IEP Process Documents (see Section 15) are available, how to request translated documents, and whom to contact with any questions or complaint about the translations.

Nos. (4) through (8) must be provide in English, in all common languages, and in the parent's preferred language, if known and practicable. See Section 15 for definitions of common languages and preferred language.

- c. If Parent(s) indicates that the proposed date or time is inconvenient, the District shall make reasonable efforts to accommodate the Parent(s)' schedule.
- d. If neither Parent can attend, the District shall use other methods to ensure at least one Parent's participation.
- e. A meeting may be conducted without a Parent in attendance if the District is unable to convince Parent(s) that they should attend. In this case, the District shall maintain a record of its attempt to arrange a mutually agreed-upon time and place.
- f. The District shall take whatever action is necessary and reasonable to facilitate Parent(s)' understanding of and participation in the meeting including arranging for and paying for the expense of a qualified interpreter for Parent(s) whose native language is other than English, or for an interpreter licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 for Parent(s) who are deaf.
 - (1) All interpreters for the common languages and American Sign Language shall be qualified interpreters that meet the criteria established by ISBE. If a qualified interpreter is not available, the

District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.

- (2) For the less common languages, the District will make all reasonable efforts to provide an interpreter that meets criteria established by ISBE (see Section 15). The District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
- g. No later than three (3) school days prior to a meeting to determine a child's eligibility for special education and related services or to review a child's IEP, or as soon as possible if an IEP meeting is scheduled within three (3) school days with the written consent of the child's Parent(s), the District must provide Parent(s) with copies of all written material that will be considered by the IEP Team at the meeting so that Parent(s) may participate in the meeting as a fully-informed member. Parent(s) shall have the option of choosing from the available methods of delivery, which must include regular mail and picking up the materials at school. For a meeting to determine the child's eligibility for special education, the written material must include all evaluations and collected data that will be considered at the meeting. For a child who is already eligible for special education and related services, the written material must include a copy of all IEP components that will be discussed by the IEP Team, other than the components related to the educational and related service minutes proposed for the child and the child's placement.
- h. Any document generated during the meeting shall be provided to Parent(s) upon request, unless applicable federal or State statute or federal regulation requires its automatic provision without a request.
3. At the child's initial IEP meeting and at each annual review meeting, the IEP Team shall provide Parent(s) with a written notification that informs Parent(s) that the IEP Team is required to consider whether the child requires assistive technology in order to receive FAPE. The notification must also include a toll-free telephone number and internet address for the State's assistive technology program.

F. Consent

1. The District shall document that informed written parental consent is obtained prior to:
 - a. Conducting any initial evaluation;
 - b. The initial provision of special education and related services to a child;
 - c. Conducting any reevaluation;

- d. Using Parent(s)' private insurance or Medicaid or other public benefits or insurance programs to pay for services required by the child's IEP;
 - e. Using an IFSP instead of an IEP;
 - f. Disclosing personally identifiable information about a child, consistent with the requirements of federal and State law;
 - g. Disclosing information to officials of participating transition agencies; and
 - h. Disclosing information to officials of a private school or a private school student's district of residence.
2. Consent for a proposed action is written agreement provided by a Parent(s) who has been fully informed of all information relevant to the activity for which consent is sought in his/her native language or mode of communication; who understands and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes the activity and lists the records (if any) that will be released and to whom; and that the agreement is voluntary and may be revoked at any time.
 3. Parental informed written consent is not required before reviewing existing data as part of an evaluation or a reevaluation or administering a test or evaluation that is administered to all children unless parental informed written consent is required of all children taking the test.

G. Revocation of Consent for Evaluations and Reevaluations

1. Revocation of informed written consent for evaluations or reevaluations may be communicated orally or in writing. If communicated orally, the District will commit it to writing and provide Parent(s) with a copy within five (5) calendar days. Any revocation of informed written consent for evaluations or reevaluations is effective immediately, but is not retroactive. The District will promptly inform all staff members whose activities are affected by the revocation. If the District disagrees with a Parent's revocation of informed written consent for evaluations or reevaluations, the District may request a due process hearing.

H. Revocation of Consent for Special Education and Related Services

1. A Parent may revoke consent for special education and related services.
2. Revocation of consent for special education and related services may be communicated by a Parent in writing or orally. The District will memorialize the Parent's oral revocation of consent in writing and provide a copy to the Parent within five (5) calendar days.

3. Within ten (10) school days after the District's receipt of oral or written revocation of consent, the District will provide the Parent with prior written notice at which time all IEP services shall cease. The District will promptly inform all staff members whose activities are affected by the revocation.
4. When a Parent revokes consent for special education and related services:
 - a. The District may not utilize mediation or the due process procedures to obtain agreement or a ruling that the services may be provided to the child.
 - b. The District is not required to convene an IEP meeting or develop an IEP for the child for further provision of special education and related services.
 - c. The District will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services.
 - d. The District is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services because of the revocation of consent.

I. Due Process Complaints

1. Filing a Due Process Complaint. Parent(s) or the District may file a due process complaint regarding: the District's proposal to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or the District's refusal to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child. The due process complaint must allege a violation that occurred not more than two (2) years before the date Parent(s) or the District knew or should have known about the alleged action that forms the basis of the due process complaint. This two-year limitations period does not apply to a Parent(s) if the Parent(s) was prevented from filing a due process complaint due to a specific misrepresentation by the District that it had resolved the problem forming the basis of the due process complaint or due to the District's withholding of information from the Parent(s) that was required to have been provided.
2. Notification to Parent(s). The District shall notify Parent(s) in writing of the procedures for requesting a due process hearing which includes a requirement that the due process complaint contain the following information:
 - a. The name and address of the residence of the child or, in the case of a homeless child or youth (within the meaning of the McKinney-Vento Homeless Assistance Act [42 U.S.C. §11431 et seq.]), the available contact information for the child;
 - b. The name of the school that the child attends;

- c. A description of the nature of the problem of the child relating to the proposed or refused initiation or change of the identification, evaluation, or educational placement of the child or the provision of FAPE to the child, including facts relating to such problem; and
 - d. A proposed resolution of the problem to the extent known and available to the party filing the due process complaint at the time.
 - e. This written notice must be provided to the Parent by the District upon the District's receipt of a due process complaint.
3. Content of Due Process Complaint. The filing, basis for, and content of the due process complaint, whether by a Parent, a student, or the District, must contain items specified in Section 10.M and a party may not have a hearing on a due process complaint until the party, or the attorney representing the party, files a due process complaint that meets these requirements. If a party believes that the due process complaint does not meet these requirements, a party can challenge the sufficiency of the due process by notifying the hearing officer and the other party in writing within 15 calendar days of receipt of the due process complaint. The due process complaint must be deemed sufficient unless such a challenge is made. The hearing officer must make a determination on the face of the due process complaint of whether the due process complaint meets the requirements within five (5) calendar days of receipt of the challenge and must immediately notify the parties in writing of that determination.
4. Notification of Free or Low-Cost Legal Services or Other Related Services in the Area. The District shall inform Parent(s) in writing of any free or low-cost legal services and other publicly-funded services available in the area if the Parent(s) requests the information or Parent(s) or the District files a due process complaint.
5. Forwarding of Parent Due Process Complaint to ISBE. The District's Superintendent shall, within five (5) calendar days after its receipt of the due process complaint, forward the complaint by certified mail or another means that provides written evidence of delivery to ISBE in Springfield.
6. District Response to Due Process Complaint. If the District has not sent a "prior written notice" under IDEA's implementing regulations at 34 C.F.R. §300.503 to Parent(s) regarding the subject matter contained in Parent(s)' due process complaint, the District must, within 10 calendar days of receiving the due process complaint, send to Parent(s) a response that includes:
 - a. An explanation of why the District proposed or refused to take the action raised in the due process complaint;
 - b. A description of other options that the IEP Team considered and the reasons why those options were rejected;
 - c. A description of each evaluation procedure, assessment, record, or report the District used as the basis for the proposed or refused action; and

- d. A description of the other factors that are relevant to the District's proposed or refused action.
 - e. The District's submission of a response to the Parent(s)' due process complaint does not preclude the District from challenging the sufficiency of such complaint, where appropriate.
7. Other Party Response to Due Process Complaint. The party receiving a due process complaint must, within 10 calendar days of receiving the due process complaint, send to the other party a response that specifically addresses the issues raised in the due process complaint.
8. Resolution Meeting. Within 15 calendar days of receiving notice of Parent(s)' due process complaint, and prior to the initiation of a due process hearing, the District must convene a meeting with Parent(s) and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint. This meeting must include a representative of the District who has decision-making authority on its behalf and cannot include the District's attorney unless the Parent is accompanied by an attorney. The purpose of this meeting is for Parent to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the District has an opportunity to resolve the dispute that is the basis of the complaint. The Resolution Meeting need not be held if Parent(s) and the District agree in writing to waive the meeting or to use the mediation process. Except where the parties have jointly agreed to waive the resolution process or to use mediation, the failure of Parent filing a due process complaint to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held. If the District is unable to obtain the participation of Parent in the Resolution Meeting after reasonable efforts have been made, the District may, at the conclusion of the 30-calendar-day period, request that a hearing officer dismiss the Parent's due process complaint. If the District fails to hold the Resolution Meeting within 15 calendar days of receiving notice of a Parent's due process complaint or fails to participate in the Resolution Meeting, Parent may seek the intervention of the hearing officer to begin the due process hearing timeline. If a resolution to the dispute is reached at the Resolution Meeting, the parties must execute a legally binding agreement that is signed by both Parent and a representative of the District who has the authority to bind the District. The Resolution Agreement shall be enforceable in a State court of competent jurisdiction or a Federal district court. A party may void the Resolution Agreement within three (3) business days of its execution.
9. Amendment of Due Process Complaint. A party may amend its due process complaint only if: the other party consents in writing to the amendment and is given an opportunity to resolve the due process complaint through a resolution meeting; or, the hearing officer grants permission, except that the hearing officer may only grant permission to amend at any time not later than five (5) calendar days before the due process hearing begins.
10. Rights of the Parties Related to the Due Process Hearing. Any party to a due process hearing has the following rights:
 - a. To be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities;

- b. To present evidence and confront, cross-examine, and compel the attendance of witnesses;
 - c. To prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five (5) business days before the hearing;
 - d. To obtain a written, or, at the option of Parent(s), electronic, verbatim record of the hearing;
 - e. To obtain written, or, at the option of Parent(s), electronic findings of fact and decisions within 10 calendar days, excluding Saturday, Sunday, and any State holiday, after the conclusion of the hearing; and
 - f. To receive disclosure of all evaluations completed by five (5) business days prior to the hearing and recommendations based on the offering party's evaluations that the party intends to use at the hearing.
11. Parental Rights Related to the Due Process Hearing. Parent(s) involved in hearings must be given the right:
- a. To have the child who is the subject of the hearing present;
 - b. To open the hearing to the public;
 - c. To have the record of the hearing and the findings of fact and decisions provided at no cost to Parent(s); and
 - d. To have access to the District's list of independent evaluators and may obtain an independent evaluation of their child at their own expense. Parent(s) may ask the hearing officer to determine whether an independent evaluation is needed. If the hearing officer concludes, after reviewing the available information, that an independent evaluation is necessary, the hearing shall be delayed.
12. Participant's Right to Interpreter. At all stages of the hearing or mediation, the hearing officer or mediator must require that interpreters licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 be available for persons who are deaf or qualified interpreters be available for persons whose normally spoken language is other than English. Interpreters shall be provided at the expense of the District.
13. Stay-Put. During the pendency of any administrative or judicial proceeding, including mediation (if mediation is requested by the Parent(s) within 10 school days of the notice of proposed change in placement and the District voluntarily agrees to participate in mediation), except as provided below, unless the District and Parent(s) of the child agree otherwise, the child shall remain in his/her current educational placement. If mediation fails to resolve the dispute between the parties, Parent(s) or child (if 18 years of age or emancipated) will have 10 calendar days after the mediation concludes to file a request for a due process hearing in order to continue to invoke the "stay-put" provisions of federal and State law. If the hearing involves the initial admission of the child to the public school, the child must be placed in the public school, with the Parent's informed written consent, until the completion of all the proceedings. If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from Part C of IDEA and is no longer eligible for Part C services, the District is not required to provide Part C services that the

child has been receiving. If the child is found eligible for special education and related services under Part B and the informed Parent consents in writing to the initial provision of special education and related services, then the District must provide those special education and related services that are not in dispute between Parent(s) and the District. If the decision of the hearing officer agrees with Parent(s) that a change of placement is appropriate, that placement shall be treated as agreement between the State or District and Parent(s) for purposes of this Section.

14. District Authority to Change a Student's Placement. School personnel have the authority to change the current educational placement of a child with a disability:
 - a. For not more than 10 consecutive school days for any violation of school rules, and additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement as defined in IDEA and related federal and State regulations); and
 - b. To an appropriate interim alternative educational setting (IAES) for the same amount of time that a child without a disability would be subject to discipline, but for not more than 45 school days, if:
 - (1) The child carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function; or
 - (2) The child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function; or
 - (3) The child has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function; or
 - (4) Ordered by a hearing officer in accordance with the expedited hearing procedures set forth below.
15. Hearing Timelines. The District will fully cooperate with the timelines set forth by the hearing officer to ensure that the hearing process is completed within 45 calendar days from: the expiration of the 30 calendar day resolution period; or, the date both parties agree in writing to waive the Resolution Meeting; or, after either the Mediation or Resolution Meeting starts but before the end of the 30 calendar day period, the parties agree in writing that no agreement is possible.
16. Right to Appeal Hearing Decision. Parent(s) or the District may appeal the due process hearing findings and decision, within 120 calendar days from the date the decision was mailed to the parties, by commencing a civil action in any court of competent jurisdiction.

J. Expedited Due Process Hearings

1. The District may request an expedited due process hearing if school personnel believe that maintaining the current placement of the child is substantially likely to result in injury to the child or others.
2. Parent(s) or child (if 18 years of age or emancipated) may request an expedited due process hearing if there is disagreement regarding:
 - a. The District's determination that a child's behavior was not a manifestation of his/her disability;
 - b. The decision of the District to move the child to an IAES; or
 - c. The IAES selected.
3. When requesting an expedited hearing the requesting party must provide the following:
 - a. Name of legal counsel if the party is represented by counsel or intends to retain counsel;
 - b. Matters in dispute and specific relief sought;
 - c. Names of all witnesses to be called to testify at the hearing; and
 - d. Relevant documents.
4. No later than two (2) calendar days prior to the hearing, both parties involved in the expedited hearing must disclose to the hearing officer and to each other any evidence, which is intended to be submitted into the hearing record.
5. Unless Parents and the District agree in writing to waive a Resolution Meeting, a Resolution Meeting must occur within seven (7) calendar days of receiving notice of the due process complaint and the due process may proceed unless the matter has been resolved to the satisfaction of both parties.

K. Mediation

1. The purpose of mediation is to attempt to informally resolve disputes regarding the identification, evaluation, or placement of, or the provision of free, appropriate public education to, a child. The District shall inform Parent(s), at least whenever a due process hearing is requested, that ISBE offers a process of mediation that may be used to resolve such disputes.
2. ISBE's Special Education Department shall appoint a trained impartial mediator upon the request of Parent(s) or the District. Mediation sessions shall be scheduled in a timely manner and held in a location that is convenient to the parties.
3. Mediation is entirely voluntary. In no way shall mediation be used as a means to deny or delay a Parent's right to a hearing or any other rights afforded under IDEA, Article 14 of the School Code [105 ILCS 5/14], or their implementing regulations.
4. Any resolution reached as part of the mediation process must be set forth in writing, is legally binding, and is enforceable by a court of competent jurisdiction.
5. Discussions that occur during mediation shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

L. Prospective Waiver of Legal Right or Claim

1. A mediation agreement, resolution agreement, or settlement agreement may include, as a condition of settlement, that a parent, child who is at least 18 years of age or emancipated, or designated representative of a child who is at least 18 years of age, prospectively waives a legal right or claim if:
 - a. The legal right or claim being waived is related only to the child who is the subject of the mediation, resolution meeting, or settlement negotiations;
 - b. The legal right or claim being waived is related to the claims raised in the complaint being settled; and
 - c. The prospective waiver is for a reasonable duration not to exceed the duration of the mediation agreement, resolution agreement, or settlement agreement.

LI. ISBE Complaints

1. A Parent, individual, organization, or advocate may file a signed, written complaint with ISBE alleging that the District has violated the rights of one or more children with disabilities. Such a complaint must include:
 - a. A statement that the District has violated a requirement of IDEA, Article 14 of the School Code [105 ILCS 5/14], or their implementing regulations;
 - b. The facts on which the statement is based;
 - c. The signature and contact information for the complainant;
 - d. The names, addresses, and schools of attendance of the students involved, if known;
 - e. A description of the nature of the problem of the child, including facts relating to the problem; and
 - f. A proposed resolution to the problem to the extent known and available to the party at the time the complaint is filed.
2. A complaint to ISBE must allege only violations that occurred not more than one year prior to the date on which ISBE receives the complaint.
3. Consistent with ISBE procedures, the District will submit a written response to a complaint. A copy of the response and all documentation submitted by the District to ISBE will be simultaneously provided to the complainant. If the complaint was filed by someone other than the parent of a child who is the subject of the complaint (or the child if he or she has reached majority or is emancipated and has assumed responsibility for his or her own educational decisions) and the complaint is about a specific identifiable child or children, appropriate written signed releases must be obtained prior to the release of any documentation or information to the complainant or the attorney representing the complainant.

LII. Surrogate Parents

1. The District shall ensure that the rights of a child with a disability are protected through the appointment of a qualified surrogate parent(s) when:
 - a. The Parent(s) cannot be identified or located; or

- b. The child is a ward of the State; or
 - c. The child is an unaccompanied youth as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a(6)).
2. The District shall undertake reasonable efforts to identify and discover the whereabouts of Parent(s) of the child with a known or suspected disability. Such reasonable efforts may include documented phone calls, letters, certified letters with return receipts, visits to the home, and interviews with relatives and other individuals who may have knowledge of the whereabouts of the child's Parent(s).
 3. If, after reasonable efforts have been made, Parent(s) cannot be located, the District shall take similar steps to establish contact with a relative, or an individual with whom the child resides and/or the individual or agency which is legally responsible for the child's care and education.
 4. If, after reasonable efforts have also been made to identify a guardian of the child or a person acting as Parent(s) of the child, no such person has been either identified or located, the District shall make a written request to ISBE to appoint a surrogate Parent(s) for the child in matters relating to the identification, evaluation, and educational placement of, and provision of free, appropriate public education to, him or her.
 5. The written request to ISBE shall include information on the racial, linguistic or cultural background of the child.

O. Independent Educational Evaluations

1. An Independent Educational Evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the District.
2. Parent(s) have the right to obtain an IEE of their child, conducted either at public or private expense. An IEE at public expense means that the District either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to Parents.
3. The District shall provide to Parent(s), upon their request, the list of independent educational evaluators developed by ISBE.
4. If Parent(s) disagree with the District's evaluation and wish to obtain an IEE at public expense, they shall submit to the Superintendent or Director of Special Education a written request to that effect. Upon receipt of a request for an IEE, the District shall provide Parent(s) with information about where an IEE may be obtained and the District's criteria applicable to IEEs.
5. If the District disagrees with the need for an IEE, it shall initiate a due process hearing to demonstrate that its evaluation is appropriate. Such a hearing shall be initiated by the District within seven (7) school days following receipt of a written parental request.
6. An IEE at public expense shall be completed within 60 school days after receipt of a Parent's written request, unless the District initiates a due process hearing or the Parent or the District offers reasonable grounds to show that the 60-school-day period should be extended. If either party wishes such an extension and is unable to obtain the other party's agreement, the District shall initiate a due process hearing.
7. If the final decision of the hearing and review process is that the District's evaluation is appropriate, Parent(s) shall have the right to an IEE, but not at public expense.

8. If the District's evaluation is shown to be inappropriate, the District shall pay for the IEE or reimburse Parent(s) for the cost of said evaluation.
9. If Parent(s) are entitled to an IEE at public expense, it shall be completed within 60 school days after the decision is rendered, unless the Parent or the District offers reasonable grounds to show that the 60-school-day period should be extended. If either party wishes such an extension and is unable to obtain the other party's agreement, the District shall initiate a due process hearing.
10. When an IEE is obtained at public expense, the party chosen to perform the evaluation shall be either:
 - a. An individual whose name is included on the list provided by ISBE with regard to the relevant type(s) of evaluation; or
 - b. Another individual possessing the credentials required by 23 Ill. Admin. Code § 226.840.
11. If Parent(s) wish an evaluator to have specific credentials in addition to those required by 23 Ill. Admin. Code §226.840, Parent(s) and the District shall agree on the qualifications of the examiner and the specific evaluation(s) to be completed prior to the initiation of an IEE at public expense. If agreement cannot be reached, the District shall initiate a due process hearing subject to the time constraints set forth in this Section.
12. The conditions under which an IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, shall meet the criteria that the District uses when it initiates an evaluation, to the extent that those criteria are consistent with Parent(s)' right to an independent evaluation.
13. If Parent(s) obtain an IEE, the written results of that evaluation shall be considered by the IEP Team and may be presented as evidence at a due process hearing as provided by law. The District shall send the notice convening the IEP Team's meeting within 10 calendar days after receiving the evaluation report or after Parent(s) request a meeting to consider the results of an IEE.

P. Transfer of Parental Rights

1. All rights accorded to Parent(s) under IDEA, Article 14 of the School Code, and their implementing regulations transfer to the child when he or she reaches 18 years of age or becomes an emancipated minor, unless a legal guardian has been appointed for the child or the child delegates his/her rights to Parent(s) or another adult after the child turns 18 years of age. The District shall notify the child and Parent(s) of such transfer of rights and the process for delegating such rights, and shall provide the student with a Delegation of Rights form, at least one year prior to the date that the child reaches the age of majority.
2. The District shall provide any notice required by IDEA, Article 14 of the School Code, and their implementing regulations to the child and Parent(s).

LEGAL REF.:

- 20 U.S.C. §§ 1412(a)(6) (Procedural safeguards), 1412(a)(7) (Evaluation), 1413(a)(1) (Consistency with State policies), 1415 (Procedural safeguards).
- 34 C.F.R. §§300.500-300.520 (Procedural Safeguards and Due Process), 300.610-300.627 (Confidentiality of Information), 300.322 (Parent participation), 300.154(d) (Children with disabilities who are covered by public benefits or insurance), 300.320(c) (Transfer of rights at age of majority).
- 105 ILCS 5/14-8.02 (Identification, evaluation, and placement of children), 8.02(g), 5/14-8.02a (Impartial due process hearing; civil action), 5/14-8.02b (Expedited Hearings), 5/14-8.02f (Individualized education program meeting protections), 5/14-6.10 (Transfer of parental rights at the age of majority).
- 23 Ill. Admin. Code §§ 226.500-226.690 (Procedural Safeguards and Due Process), 226.180 (Independent Educational Evaluations), 226.230(d) (age of majority for transfer of rights).

Section 11. Behavioral Interventions and Discipline

A. Behavioral Interventions

1. Behavioral interventions shall be used with eligible children with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors.
2. A committee shall be established to develop and monitor procedures on the use of behavioral interventions for children with disabilities in accordance with the requirements of Section 5/14-8.05 of the School Code [105 ILCS 5/14-8.05]. The committee shall review ISBE's guidelines on the use of behavioral interventions and use them as a non-binding reference. The behavioral intervention procedures shall be furnished to the parents of all children with IEPs within 15 calendar days after their adoption or amendment by, or presentation to, the Board of Education or at the time an IEP is first implemented for a student; parents of all children shall be informed annually of the existence of the procedures. At the annual IEP review, a copy of the District's behavioral intervention policy shall be given to Parent(s), and the policy and procedures shall be explained to Parent(s). A copy of the procedures shall be available at any time and provided upon request of Parent(s).
3. A behavioral intervention plan shall be based on a functional behavior assessment and shall include positive behavioral intervention strategies, and supports to address the inappropriate behavior. A functional behavioral assessment shall be completed, if appropriate, in relationship to the development or modification of a student's behavioral intervention plan. A functional behavioral assessment is an assessment process for gathering information regarding a student's target behavior, its antecedents and consequences, controlling variables, the student's strengths, and the communicative and functional intent of the behavior, for use in developing behavioral interventions. The conduct of the functional behavioral assessment does not require parental informed written consent unless the IEP Team decides to conduct individualized assessments that go beyond the review of existing data and the administration of tests or other evaluations that are administered to all children.
4. If the District's board policy authorizes the use of isolated time out, time out, and/or physical restraint with students, the District shall comply with ISBE requirements regarding the use of isolated time out, time out, and physical restraint. Isolated time out, time out, and physical restraint shall be used only if:

- a. The student's behavior presents an imminent danger of serious physical harm to the student or others;
- b. Other less restrictive and intrusive measures have been tried and proven ineffective in stopping the imminent danger of serious physical harm;
- c. There is no known medical contraindication to its use on the student; and
- d. School personnel applying the use of isolated time out, time out, or physical restraint have been trained in its safe application under 23 Ill. Admin.Code §1.285.

Isolated time out, time out, or physical restraint shall not be used as discipline or punishment, convenience for staff, retaliation, a substitute for appropriate educational or behavioral support, a routine safety matter, or to prevent property damage in the absence of imminent danger of serious physical harm to the student or others. The District's behavioral intervention procedures (or separate procedures on the use of isolated time out, time out, and/or physical restraint) shall include the requirements for the use of isolated time out, time out, and physical restraint, the training requirements for school personnel, the documentation and record-keeping procedures, and notification of Parent(s).

B. Discipline of Children with Disabilities

1. The District shall comply with the provisions of IDEA when disciplining students with disabilities. No special education student will be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his/her disability. Any special education student whose gross disobedience or misconduct is not a manifestation of his/her disability may be expelled pursuant to the expulsion procedures, except that such student shall continue to receive educational services as provided in IDEA during the period of expulsion.
2. A special education student may be suspended for periods of no more than 10 consecutive school days each in response to separate incidents of gross disobedience or misconduct, regardless of whether the student's gross disobedience or misconduct is a manifestation of his/her disability, as long as the repeated removals do not constitute a pattern that amounts to a change in placement (considering factors such as the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another) and provided that such student receives educational services to the extent required by IDEA during such removals.
3. Any special education student may be temporarily excluded from school by court order or by order of a duly appointed State of Illinois impartial due process hearing officer changing the student's placement to an appropriate IAES for up to 45 school days, if the District demonstrates that maintaining the student in his/her current placement is substantially likely to result in injury to the child or others.
4. A special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of controlled substance while at school or a school function or who has inflicted serious bodily injury upon another person while at school or at a school related activity may be removed from his/her current placement. All such students shall be placed in an appropriate IAES for no more than 45 school days in accordance with IDEA. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a student without a disability would be subject to discipline.

5. Upon the occurrence of any act that may subject the student either to expulsion from school or suspension resulting in more than 10 cumulative days of suspension during any one school year, the District shall convene a meeting of the IEP Team to review the student's behavioral intervention plan or, if a behavioral intervention plan has not yet been developed, to develop one.

C. Change of Placement

1. For purposes of this subsection, a disciplinary removal constitutes a "change of placement" if:
 - a. A student is removed from his/her current educational placement for more than 10 consecutive school days; or
 - b. The student has been subjected to a series of removals that constitute a pattern:
 - (1) Because the series of removals total more than 10 school days in a school year;
 - (2) Because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
 - (3) Because of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

CI. Manifestation Determination

1. If a disciplinary removal constitutes a change in placement, the Parent(s) shall receive a copy of the procedural safeguards and written notification that a manifestation determination review (MDR) must be completed to determine whether the student's act of gross disobedience or misconduct is a manifestation of his/her disability.
2. The MDR shall take place as soon as possible, but later than 10 school days after the decision related to the discipline of the student is made.
 - a. The MDR must be completed by the student's Parent(s) and relevant members of the IEP Team (as determined by Parent(s) and the District).
 - b. In carrying out the MDR, the IEP Team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information in the student's file, including:
 - (1) The student's IEP;
 - (2) Any teacher observations of the student; and
 - (3) Any relevant information provided by Parent(s).
 - c. The conduct must be determined to be a manifestation of the student's disability if it is determined that:
 - (1) The conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
 - (2) The conduct in question was the direct result of the District's failure to implement the student's IEP.

- d. If, at the MDR conference, it is determined that the behavior of the student was a manifestation of his/her disability, the District must convene an IEP meeting and the IEP Team must conduct a functional behavioral assessment, unless the District had conducted a functional behavioral assessment before the behavior that resulted in the change of placement, and implement a behavioral intervention plan for the child. If a behavioral intervention plan has already been developed, the IEP Team must review the behavioral intervention plan, and modify it, as necessary, to address the behavior.
- e. If, at the MDR conference, it is determined that the behavior of the student was a manifestation of his/her disability, suspension days that total more than 10 school days in a school year shall not continue, and the authorized administrator shall not continue with their recommendation for expulsion, if applicable. The authorized administrator or other individual may request a review of the appropriateness of the educational placement of the student in accordance with federal and State law. During the period necessary to propose a new placement, the student will remain in their then-current placement unless:
 - (1) The student has not served a total of 10 cumulative school days of suspension imposed for gross disobedience or misconduct in the school year, in which case the student may be required to serve up to a total of 10 school days of the suspension;
 - (2) The Parent(s) and District agree on a change in placement;
 - (3) The District obtains an order from a court of competent jurisdiction or a State of Illinois impartial due process hearing officer decision changing the then-current placement or providing for other appropriate relief; or
 - (4) The student's misconduct meets the requirements in Section 11.G. below.
- f. If, at the MDR conference, it is determined that the behavior of the student was not a manifestation of his/her disability, the suspension may continue, and the authorized administrator may continue with their recommendation that the student be considered for expulsion by the Board of Education.

E. Special Education Suspension Procedures

- 1. All suspension notices and suspension review procedures established by the School Code shall be followed when suspending a special education student. In addition, a special education student who is suspended from school for more than 10 cumulative school days in a school year shall receive educational services in accordance with IDEA.
- 2. If a removal does not exceed 10 consecutive school days and is not a change of placement, school personnel, in consultation with at least one of the student's teachers, shall determine the services to be provided. If the removal is a change in placement, the IEP Team determines appropriate services. Such services must be designed to enable the student to participate in the general curriculum and to make progress toward his/her IEP goals.

3. If a removal exceeds 10 consecutive school days, the District will provide, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.
4. If any disciplinary removal constitutes a change in placement, an MDR is required following procedures described in Section 11.D. above.
5. For all removals that exceed 10 cumulative school days during one school year, the District must provide services to the student. School personnel, in consultation with at least one of the child's teachers, shall determine the services to be provided. Such services must be designed to enable the child to progress in the general curriculum and advance toward his/her IEP goals.

F. Special Educational Expulsion Procedures

1. The District shall promptly notify the student's Parent(s) of the gross disobedience or misconduct and whether the student shall be recommended for expulsion. All procedural protections pertaining to notice provided under the District's discipline policy shall apply to a notice of recommended expulsion in the case of a special education student.
2. An MDR is required in compliance with the procedures set forth in Section 11.D. above.
3. If a special education student is expelled from school in accordance with the procedures set forth above, the District shall convene an IEP meeting to develop an educational program to deliver educational services to the student during such period of expulsion.

G. Misconduct Involving Weapons, Drugs, or Infliction of Serious Bodily Injury

1. In accordance with the above procedures, the District may take one or more of the following steps when a student with a disability carries a weapon to school or to a school function, or knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or at a school-related function, or has inflicted serious bodily injury upon another person while at school or a school-related function:
 - a. Suspend the student from school for 10 school days or less.
 - b. Convene an IEP conference to: (a) determine placement in an IAES for up to 45 school days, (b) review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior (if no behavior intervention plan is in place, the IEP Team shall develop a plan for a functional behavioral assessment that must be used to develop a behavior intervention plan), and (c) conduct a manifestation determination review.
 - (1) The student may be placed in an IAES even if the behavior is a manifestation of the student's disability.
 - (2) The IAES must:

- (a) Enable the student to continue to progress in the general curriculum;
 - (b) Enable the student to receive the services and modifications set forth in his/her IEP; and
 - (c) Include services and modifications designed to address the misconduct to prevent it from recurring.
2. If Parent(s) disagree with the IAES placement or with the District-proposed location for placement and initiate a due process hearing, the student must remain in the IAES during the authorized review proceedings, unless Parent(s) and the District agree on another placement.

H. Change of Placement if Maintenance of Current Placement Is Likely to Result in Injury

1. In the event that maintenance of a student's current placement is substantially likely to result in injury to the student or to others, the District may seek an order from a court of competent jurisdiction or a State of Illinois impartial due process hearing officer to change the student's placement to an appropriate IAES for one or more 45 school day periods after convening an IEP meeting to:
 - a. Conduct a manifestation determination review following procedures described under sub-heading "Special Education Expulsion Procedures," above; and
 - b. Determine a proposed IAES that meets the requirements under sub-heading "Misconduct Involving Weapons, Drugs, or Infliction of Serious Bodily Injury," above.
2. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a child without a disability would be subject to discipline.

I. Protections for Children Not Yet Eligible Under IDEA

1. Any child who has not been determined to be eligible for special education and related services and who engages in behavior that violates the District's code of conduct shall be disciplined in accordance with the District's discipline policy for nondisabled students, unless the District had knowledge that the child was a child with a disability.
2. The District will be deemed as having knowledge that a student may be eligible for special education and related services prior to the disciplinary incident, if any one of the following conditions exists:
 - a. Parent(s) of the student expressed concern in writing (or orally if Parent(s) does not know how to write or has a disability that prevents a written statement) to supervisory or administrative District personnel that the student is in need of special education and related services;
 - b. Parent(s) of the student have requested an evaluation of the student; or
 - c. The student's teacher or other District personnel expressed specific concerns about a pattern of behavior demonstrated by the student directly to the District's Director of Special Education or to other District supervisory personnel.

3. The District will not be deemed to have knowledge if:
 - a. Parent(s) of the student have not allowed their child to be evaluated after he/she was referred for such evaluation by the District;
 - b. Parent(s) has refused special education services; or
 - c. Documentation maintained in the school student records affirm that an evaluation to determine the presence of a disability was either conducted and the student was found not eligible for special educational and related services or Parent(s) was provided with written notice that the District had considered the need to conduct an evaluation and had determined that an evaluation was not warranted.
4. If, following the District's decision to discipline a student who has not been determined to be eligible for special education and related services, the student's Parent(s) request a full and individual evaluation, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by the District, which may include suspension or expulsion without educational services.

J. Referral to and Action by Law Enforcement and Judicial Authorities

The District is not prohibited from reporting a crime committed by a child with a disability to appropriate authorities. The District shall ensure that copies of special education and disciplinary records are also transmitted to the authorities in such instances, subject to the requirements of federal and State law.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility), 1415 (Procedural safeguards).
34 C.F.R. §§ 300.101 (Free appropriate public education (FAPE)), 300.530-300.535 (Discipline Procedures).
105 ILCS 5/10-22.6 (Suspension or expulsion of pupils; school searches), 5/14-8.05 (Behavioral intervention).
23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.75 (Definitions), 226.220 (Development, Review, and Revision of the IEP), 226.400 (Disciplinary Actions), 226.655 (Expedited Due Process Hearing).

Section 12. Establishing the Goal of Full Educational Opportunity; Performance Goals and Indicators

A. Establishment of the Goal

The District has established a goal of providing full educational opportunity to children with disabilities ages birth through 21. Attainment of the full educational opportunity goal for children, ages birth through two (2), will be accomplished through full participation in, and full implementation of the Infants and Toddlers with Disabilities Act.

B. Annual Data Collection Requirements

1. The District shall annually collect the following information regarding children with disabilities residing within the jurisdiction of the District:
 - a. The number of children with disabilities, by race, ethnicity, and disability category, who are receiving a free appropriate public education;
 - b. The number of children with disabilities, by race and ethnicity, who are receiving early intervention services;
 - c. The number of children with disabilities, by race, ethnicity, and disability category, who are participating in regular education;
 - d. The number of children with disabilities, by race, ethnicity, and disability category, who are in separate classes, separate schools or facilities, or public or private residential facilities;
 - e. The number of children with disability, by race, ethnicity, and disability category, who, for each year of age from age 14 to 21, stopped receiving special education and related services because of program completion or other reasons and the reasons why those children stopped receiving special education and related services;
 - f. The number of children with disabilities, by race and ethnicity, who from birth through age two (2), stopped receiving early intervention services because of program completion or for other reasons;
 - g. The number of children with disabilities, by race, ethnicity, and disability category, who under subparagraphs (A)(ii) and (B) of §1415(k)(1) of IDEA, are removed to an IAES; the acts or items precipitating those removals; and the number of children with disabilities who are subject to long-term suspensions or expulsions;
 - h. The number of special education teachers;
 - i. The number of related services personnel;
 - j. The cost of all personnel;
 - k. The number of children receiving special education transportation;
 - l. The types of alternative placements available for children with disabilities; and
 - m. The number of children served in each type of placement.

2. The District shall also annually collect information regarding the facilities, personnel and services necessary to accomplish the full educational opportunity goal.

C. Performance Goals and Indicators

1. The District has established goals for the performance of children with disabilities that:
 - a. Promote the purposes of IDEA, as stated in 34 C.F.R. §300.1, Purposes;
 - b. Are the same as the State's long-term goals and measurements of interim progress for children with disabilities under §1111(c)(4)(A)(i) of the Elementary and Secondary Education Act and are consistent, to the extent appropriate with any other goals and academic standards for children established by the State; and
 - c. Address graduation and dropout rates.
2. The District has established performance indicators that will be used to assess progress towards achieving the goals described in subparagraph C 1, above.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility), 1418 (Program information).

34 C.F.R. §§ 300.109 (Full educational opportunity goal (FEOG)), 300.111 (Child find); 300.157 (Performance goals and indicators)

23 Ill. Admin. Code §§ 226.700 (General), 226.760 (Evaluation of Special Education), 226.800 (Personnel Required to be Qualified).

Section 13. Confidentiality of Personally Identifiable Information

The school student records of a child with disabilities shall be maintained confidentially in accordance with the requirements of the Individuals with Disabilities Education Act, the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Illinois School Code, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, the Illinois Domestic Violence Act of 1986, and their respective implementing regulations. All information maintained concerning a student receiving special education is directly related to the provision of services to that child. For information regarding the types of personally identifiable information concerning all students, including students with disabilities, that is collected, the maintenance period, persons to whom the information may be available, and under what circumstances the information may be disclosed, see the following District policies and procedures: [insert reference to the District's relevant policies and procedures].

- LEGAL REF.:
- 20 U.S.C. §§ 1232g (Family Educational Rights and Privacy Act), 20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).
 - 34 C.F.R. §§ 300.123 (Confidentiality of personally identifiable information), 300.610-627 (Confidentiality of Information).
 - 34 C.F.R. Part 99 (Family Educational Rights and Privacy).
 - 105 ILCS 5/14-8.02f (Individualized education program meetings protections), 105 ILCS 10/1 et seq. (Illinois School Student Records Act); 740 ILCS 110/1 et seq. (Mental Health and Developmental Disabilities Confidentiality Act); 50 ILCS 205/1 et seq. (Local Records Act).
 - 23 Ill. Admin. §§ 226.50 (Requirements for Free Appropriate Public Education (FAPE)), 226.75 (Definitions), 226.220 (Development, Review, and Revision of the IEP), 226.740 (Records; Confidentiality).
 - 23 Ill. Admin. Code Part 375 (Student Records).

Section 14. Matching and Supplementing Funds for Special Education Programs and Services

Use of Federal Matching Funds Under The Medicaid (Title XIX) or Children's Health Insurance (All Kids; Title XXI) Program to Supplement Special Education Programs and Services (if the School District is Participating in One or More of those Federal Programs); Supplementation of State, Local, Other Federal Funds; Maintenance of Financial Support

- A. The District may look to non-educational entities, such as Medicaid and insurance programs, to pay for required special education services for which such entities are otherwise responsible.**
- B. The District will use federal matching funds received under Medicaid or a children's health insurance program (e.g., State Children's Health Insurance Program, known as All Kids in Illinois) only to supplement special education programs and services.**
- C. In seeking matching funds under Medicaid or a children's health insurance program, the District:**
 1. May not condition a child's receipt of FAPE on their Parent(s)' enrollment in Medicaid or insurance programs;
 2. May not require Parent(s) to incur an out-of-pocket expense (e.g., payment of a deductible or co-pay amount) for services rendered in providing FAPE, except the District may use Part B funds to pay Parent(s)' costs for such services;
 3. May not use a child's Medicaid or health insurance benefits if such use would:
 - a. Decrease available lifetime coverage or any other insured benefit;
 - b. Result in the family paying for services that would otherwise be covered by Medicaid or health insurance and that are required for the child outside of the time the child is in school;
 - c. Increase premiums or lead to the discontinuation of benefits or insurance; or
 - d. Risk loss of home and community-based waiver eligibility, based on aggregate health-related expenditures;
 4. Must obtain voluntary, informed, written parental consent prior to accessing Medicaid or insurance benefits for the first time; and
 5. Prior to accessing Medicaid or insurance benefits for the first time, and annually thereafter, must provide written notification to Parent(s) that includes:
 - a. A statement of the parental consent provisions of 34 C.F.R. §§ 99.30, 300.9 and 300.622;
 - b. A statement of the "no cost" provisions of 34 C.F.R. §300.154(d)(2)(i)-(iii);
 - c. A statement of Parent(s)'s right to withdraw their consent to disclosure of their child's student record information to Medicaid or other insurance programs at any time; and

- d. A statement that the withdrawal of or refusal to provide consent to disclosure of their child's student record information to Medicaid or other insurance programs does not relieve the District of its responsibility to ensure that all required services are provided at no cost to the parents.
6. Except as otherwise permitted by law, funds provided to the District under IDEA, Part B, shall be used to supplement the level of federal, State, and local funds (including funds that are not under the direct control of the District) expended for the provision of special education and related services provided to children with disabilities, and in the case to supplant those federal, State, and local funds.
7. Except as otherwise permitted by law, the District will not reduce the amount of financial support for special education and related services for children with disabilities, or otherwise made available because of the excess costs of educating those children, below the amount of that support for the preceding fiscal year.

LEGAL REF.:

34 C.F.R. §§ 300.154 (Methods of ensuring services), 300.162 (Supplementation of State, local, and other Federal funds), 300.163 (Maintenance of State financial support).
23 Ill. Admin. Code §226.770 (Fiscal Provisions).

Section 15. Competent Interpretation Services at IEP Meetings and Translation of Vital IEP Process Documents

A. Competent Interpretation Services at IEP Meetings

1. A qualified interpreter is a District staff member or other personnel who is:
 - a. Bilingual and demonstrably qualified and competent to interpret;
 - b. Trained in providing the interpretations requested and sufficiently knowledgeable in both languages and of any specialized terminology needed; and
 - c. Trained in the ethics of interpretation.
2. A qualified interpreter must:
 - a. Meet all District employment eligibility requirements.
 - b. Demonstrate that they are competent to interpret into and out of the second language in accordance with 23 Ill. Admin. Code §226.800(k)(1)(B).
 - c. Complete at least six hours of training on special education terminology and protocol, including successful completion of a written examination to demonstrate knowledge of such terminology and protocol, except that teachers with bilingual special education license endorsements are exempt from this requirement.
 - d. Receive training on the interpreter Code of Ethics adopted by ISBE, including successful completion of a written examination.
 - e. After completing the required training:
 - (1) Successfully complete, with a score of 80% or higher, a written examination to demonstrate knowledge of special education terminology and protocol, interpretation standards and techniques, and interpretation ethics; and
 - (2) Successfully complete, with a score of 70% or higher, an oral examination to demonstrate proficiency in interpreting in and out of English, through consecutive or simultaneous interpretation, and sight translation.
3. To maintain the qualified interpreter designation, an individual must, at least once every two years, participate in at least six hours of ongoing professional development related to interpretation in the following categories: confidentiality, accuracy, impartiality, interpreter ethics and professionalism, cultural awareness, special education processes, special education vocabulary, and language acquisition.
4. An interpreter for less common languages must be:
 - (1) Demonstrably qualified and competent to interpret into and out of the less common language;
 - (2) Trained in providing the interpretations requested and sufficiently knowledgeable in both languages and of any specialized terminology needed; and
 - (3) Trained in the ethics of interpretation.

B. Translation of Vital IEP Process Documents

1. The District shall provide, to Limited English Proficiency parents of children with disabilities, written translation of Vital IEP Process Documents into the ten most commonly spoken languages in Illinois, other than English. This includes translation of the individualized substance of documents on the Vital IEP Process Documents list.
 - a. Common languages mean the five most commonly spoken languages other than English that are used in the State of Illinois, based on the most recent Home Language Survey results, and any language that is spoken by more than 20 total families in the District.
 - b. Less common language means any language that is not considered a common language.
 - c. Preferred language means a Parent's native language or any other language with which both Parents are fluent and have agreed upon. Preferred language does not include artificial or constructed languages, including but not limited to, Klingon, Dothraki, Elvish, or Esperanto.
 - d. Vital IEP Process Documents includes:
 - (1) The IEP;
 - (2) Parent/Guardian Notification of Conference (ISBE 34-57D);
 - (3) Parent/Guardian Notification of Conference Recommendations (ISBE 34-57E);
 - (4) Notice of Procedural Safeguards for Parents/Guardians of Students with Disabilities (ISBE 34-57J);
 - (5) Parent/Guardian Consent for Initial Evaluation (ISBE 34-57B);
 - (6) Parent/Guardian Consent for Reevaluation (ISBE 34-57C);
 - (7) Evaluation reports;
 - (8) Eligibility determination;
 - (9) Manifestation determination review documents;
 - (10) IEP progress reports; and
 - (11) Medicaid consent forms.
2. A translated Parent/Guardian Notification of Conference Recommendations form (ISBE 34-57E) in Parent(s)' preferred language or mode of communication shall be provided simultaneously with English IEP documents, and the District shall make all reasonable efforts to provide the translated IEP within seven (7) school days after the IEP, or as soon as possible thereafter.
3. All other Vital IEP Process Documents shall be translated and provided to Parent(s) as soon as practicable but no more than 30 school days after the IEP meeting.

4. Parent(s) may request translation of documents not on the Vital IEP Process Documents list that have a vital relation to the child's educational planning through the same process identified on the Parent/Guardian Notification of Conference form (ISBE 34-57D), and the District shall make reasonable efforts to provide the requested translations in a timely manner.
5. All translations must be performed:
 - a. By competent translators who have undergone sufficient professional training regarding special education terminology and processes; or
 - b. By outside vendors that are commercially recognized as providing competent translation services; or,
 - c. If the District elects to use an automated translation program or application, the results must be reviewed and edited, as needed, by an individual qualified to determine the accuracy of the translation.
6. All translations must be certified to be true and accurate by the translator to the best of the translator's knowledge or ability.

LEGAL REF.:

34 C.F.R. §300.503 (Prior notice by the public agency; content of notice)

23 Ill. Admin. Code §§226.75 (Definitions), 226.500 (Language of Notifications), 226.530 (Parents' Participation), 226.800 (Personnel Required to be Qualified).

Section 16. Personnel Development

The District will take measurable steps to recruit, hire, train, and retain highly qualified per-sonnel to provide special education and related services to children with disabilities.

LEGAL REF.: 34 C.F.R. §300.156 (Personnel qualifications).
 23 Ill. Admin. Code Part 226, Subpart I (Personnel



SUPPLEMENTAL STAFFING AND DIRECT HIRE AGREEMENT

THIS SUPPLEMENTAL STAFFING AND DIRECT HIRE AGREEMENT (the “Agreement”) is entered into this 28th day of April , 2026 by and between Exceptional Learners Collaborative with an office located at 990 Corporate Woods Pkwy Vernon Hills, IL 60061 herein referred to in this Agreement as “CLIENT,” and Centra Healthcare Solutions, Inc. with an office located at 19505 Biscayne Blvd. Suite 2350, Aventura, FL 33180, herein referred to in this Agreement as “CENTRA.”

WHEREAS, CLIENT requires additional health care personnel to supplement the CLIENT’s workforce (“Supplemental Staffing Services”) and work in various areas of CLIENT on various shifts on a short-term basis;

WHEREAS, CLIENT also from time to time requires the Referral of Candidates (as such terms are defined below) for direct hire positions at CLIENT;

WHEREAS, CENTRA provides Supplemental Staffing Services and regularly employs and provides health care personnel (each an “Assigned Employee”) to third parties to work on a short-term basis (each an “Assignment”);

WHEREAS, CENTRA also in is the business of Referring individuals seeking full time direct hire positions (each a “Candidate”) to third party business who are seeking to directly hire employees; and

WHEREAS, CLIENT wishes to engage CENTRA to provide from time-to-time Assigned Employees to supplement CLIENT’s staff and if needed, to request CENTRA to send qualified Candidates for consideration by CLIENT for direct hire positions all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the promises and undertaking set forth below, CLIENT and CENTRA agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement shall commence on the Effective Date and shall continue in accordance with its terms unless or until it is terminated by either party with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations which shall survive any such termination in accordance with the provisions of this Agreement. Notwithstanding the foregoing, (a) CENTRA may suspend or terminate this Agreement or any Assignment immediately upon written notice to CLIENT if CLIENT fails to pay invoices when due; and (b) this Agreement and all Assignments shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; or (b) cessation of the business of either party. Regardless of the reason for termination of this Agreement, any Assigned Employee or an Assignment, the CLIENT shall pay CENTRA for all hours worked and services rendered by Assigned Employees and other fees due up and until the effective date of the termination of this Agreement, the Assignment, or any Assigned Employee. With regard to Conversion and Direct Hire fees, the termination of this Agreement shall not relieve the CLIENT for payment of such fees for the full extent of the Conversion Period or Referral Period as the case may be nor shall CENTRA be relieved of any Guarantee Period provided herein.

The completion of an Assignment or the termination of an Assigned Employee while on an Assignment shall not terminate this Agreement as to other Assigned Employees or on-going or future Assignments.

ARTICLE 2 - RESPONSIBILITIES OF CENTRA

Section 2.01 Supplemental Staffing Services. CENTRA will, upon request by CLIENT, provide Assigned Employees to CLIENT to perform Supplemental Staffing Services, subject to availability of qualified Assigned Employees. The Supplemental Staffing Services provided by CENTRA to

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CLIENT are to perform on special work situations such as employee absences, temporary skill shortages, seasonal workloads, or special assignments and projects at CLIENT.

- A. **Assigned Employees.** CENTRA will supply CLIENT with Assigned Employees who:
 - 1) Possess current state license/registration and/or certification, as applicable and appropriate for the Supplemental Staffing Services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards; and copies of which shall be provided to CLIENT. Upon written request of CLIENT, CENTRA shall provide CLIENT a copy of Assigned Employee’s valid professional license, PPD and a criminal background check per state and/or federal guidelines.
 - 2) Meet CENTRA conditions of employment and CLIENT’s policies, procedures, and health clearance requirements, (including proof of pre-employment physical (if applicable), TB skin testing or Quantiferon blood testing, and Hepatitis B vaccine or declination statement), provision of professional references, Level 2 criminal background check (if applicable), 9 panel drug screen, Office of Inspector General and General Services Administration exclusions/sanctions check, comprehensive background screening, and any other applicable hiring criteria, documentation of which will be kept in the CENTRA employee file at no cost to CLIENT.
- B. **Insurance.** CENTRA will maintain (at its sole expense), or require the Assigned Employees it provides for an Assignment under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate coverage covering acts or omissions of Assigned Employees or of CENTRA which may give rise to liability for services under this Agreement. CENTRA will provide a certificate of insurance evidencing such coverage upon request by CLIENT.
- C. **Payment of Wages.** CENTRA, or its subcontractor, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, worker’s compensation and unemployment insurance for all Assigned Employees.
- D. **Record Access.** In instances where CLIENT is Medicare and/or Medicaid certified, CENTRA agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.
- E. **Assignment Confirmation.** For each new Assignment, CENTRA will prepare an Assignment Confirmation that will be executed by the CLIENT and deemed attached hereto and made a part hereof. The Assignment Confirmation shall contain the provisions specific to the Assignment including the estimated start and end dates, the rates to be charged, the nature of the Assignment. To the extent that any terms in the Assignment Confirmation conflict with the terms of this Agreement, Assignment Confirmation shall prevail.

Section 2.02 General Obligations of CENTRA as to Supplemental Staffing Services and Direct Hire introductions by CENTRA:

- A. **Compliance with Labor and Employment Laws.** CENTRA will comply with applicable federal, state and local labor and employment laws and will refer Assigned Employees and Candidates to CLIENT without regard to age, race, color, national origin, religion, sex, disability, being a qualified veteran of the Vietnam era, or any other category protected by federal, state, or local law.

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B. Applicable Licensing Requirements. CENTRA will follow its standard employment policies and procedures to verify that all Assigned Employees meet applicable licensing requirements. If CENTRA is advised by CLIENT in writing that a position to be filled by CENTRA requires a particular certification of license, CENTRA will insure that Assigned Employees have and maintain any and all federal, state and local certifications or licenses that are required with respect to the services performed by the Assigned Employees on the Assignment. If CENTRA is referring Candidates to CLIENT for Direct Hire, CENTRA will advise all Candidates of the CLIENT’s licensing requirements and will endeavor only to Refer Candidates who meet the CLIENT’s stated requirements.

C. Centra’s Role. CENTRA is not a provider of medical services and does not provide medical treatment, diagnosis, or any other services to patients or on behalf of its clients. CENTRA is solely in the business of locating and providing supplemental staff and direct hire Candidates for its clients.

D. Customer Service. Our goal is to always provide you with consistent level of service or the service provided by one of our healthcare professionals. We encourage you to contact us to discuss any issues. CENTRA has processes in place to resolve client complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call the CENTRA corporate office at 954-636-2525. A corporate representative will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by CENTRA’s healthcare professionals, which has not been addressed by CENTRA’s management, is encouraged to contact The Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630-792-5636.

E. Clinical Supervision Involvement. CENTRA will provide all clinical staff with access to our Clinical Supervisors while on assignment. CENTRA’s Clinical Supervisors hold the following responsibilities: Determining if clinical staff have the background and experience necessary to fulfill an assignment, supporting clinical staff while on assignment, assessing and reassessing clinical staff competence, developing remediation plans when indicated, reviewing results of skills assessments/checklists, reviewing performance reviews completed by the CLIENT, addressing CLIENT concerns about clinical and/or professional issues, contributing to the performance evaluation of clinical staff, determining action(s) in response to a clinical staff performance issue/concern. To schedule a call with a Clinical Supervisor, please contact Human Resources at hr@centrahealthcare.com or call 954-636-2525 x.8007.

ARTICLE 3 - RESPONSIBILITIES OF CLIENT

Section 3.01 For Supplemental Staffing Assignments.

A. Responsibility for Patient Care. CLIENT retains full responsibility and authority for patient care while using Assigned Employees.

B. Direction and Control. CLIENT accepts responsibility for the daily supervision, direction and control of the work performed by an Assigned Employee while on Assignment.

C. End Assignments. Subject to the terms of Section 6.03, CLIENT may end the Assignments of any Assigned Employee at any time and require the individual to leave the premises; in such event, CLIENT will notify CENTRA immediately. CENTRA will not reassign the individual to CLIENT without prior approval of the CLIENT’s designee.

D. Workplace. During an Assignment, CLIENT will furnish all materials, supplies, facilities and equipment generally required for the Assignment and will provide all Assigned Employees with a suitable place of work that complies with applicable federal, state, and local health and safety laws. Additionally, at a minimum, CLIENT will orient Assigned Employees to its hazard communication procedures and the CLIENT-specific Exposure Control Plan as it pertains to OSHA requirements for bloodborne pathogens, comply with all reporting and recordkeeping responsibilities and provide site specific safety and job training, appropriate information, illness and injury prevention programs,

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hazard communication programs, and all required safety equipment with respect to any hazardous substances or conditions to which Assigned Employees may be exposed at the CLIENT's facility. CLIENT shall indemnify, defend and hold harmless CENTRA and its officers, directors, members, employees and agents from any and all OSHA (MOSHA) claims, fines and penalties arising out of the worksite and the training of Assigned Employees or otherwise related to the work performed by the Assigned Employee to or on behalf of the CLIENT.

E. Time Records. All hours worked must be reported on the timesheets or electronic timekeeping record system. Under no circumstances shall the CLIENT either request or allow the Assigned Employee to fail to report all hours worked or perform work directly for the CLIENT and not through CENTRA.

F. Assignment. CLIENT shall not change the work assignment of the Assigned Employee without the prior written consent of CENTRA.

G. Performance Evaluations. CLIENT will complete a written evaluation regarding the performance of each Assigned Employee upon completion of his or her Assignment, and forward the evaluation to CENTRA within 14 days of the start of the Assignment. CLIENT may complete the performance evaluation on either the form CENTRA provides or a comparable form of CLIENT's choosing.

H. Floating. Assigned Employee initially requested for a particular worksite location may be reassigned to other areas by the CLIENT after arriving at the CLIENT's facility or at any time while working at the CLIENT's facility, subject to Assigned Employee's qualifications and work experience. Assigned Employee is not subject to float further than thirty (30) miles from original worksite location assuming that the new area is within the Assigned Employee's scope of practice and experience.

I. Notification for Issues. CLIENT shall notify CENTRA within 24 hours of the initiation of any complaint, inquiry, investigation or review with or by any licensing or regulatory authority; peer review organization; client committee or other committee, organization, or body that reviews quality of medical care, which complaint, inquiry, investigation or review CLIENT is aware of and directly or indirectly relates or pertains to any Assigned Employee, either in any specific instance or in general. This includes any competency issues, unexpected incidents, errors, unanticipated deaths or other events related to the care and services provided. CENTRA will document and track all incidents, injuries, and unexpected events. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

J. Orientation to facility. CLIENT agrees to orient staff to the relevant unit, setting and its physical layout, specific rules, regulations, policies and procedures and any equipment that Assigned Employee may utilize.

Section 3.02 General Responsibilities of CLIENT.

A. Compliance with Labor and Employment Laws. CLIENT assumes responsibility for its compliance with applicable federal, state and local labor and employment laws that pertain to Assigned Employees and Candidates. CLIENT will not discriminate against an individual who is assigned to CLIENT on the basis of age, race, color, national origin, religion, sex, disability, being a qualified veteran of the Vietnam era, or any other category protected by federal, state or local law.

B. Insurance. CLIENT will maintain at its sole expense valid insurance covering its acts or omissions in an amount generally considered standard in CLIENT's industry and Professional Liability covering the actions of an Assigned Employee while working under the direction of CLIENT. CLIENT will forward evidence of coverage to CENTRA prior to execution of this Agreement and will give prompt written notice of any material change in CLIENT coverage.

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ARTICLE 4 –SUPPLEMENTAL STAFFING FEES

- Section 4.01 Supplemental Staffing Fees for Services. CLIENT agrees to pay CENTRA a fee for services in accordance with the rates set forth in Attachment A. CLIENT and CENTRA will sign an Assignment Confirmation form prior to each Assigned Employee’s work start date confirming the details of the Assignment.
Section 4.02 Billing. CENTRA will submit invoices to CLIENT every week for Assigned Employees provided to CLIENT at the rates set forth on the applicable Assignment Confirmation form. Any state or local sales, use, value added, gross receipts or similar taxes that apply to sales to CLIENT will be added to CLIENT's invoices as a separate item.
Section 4.03 Billing for Meals and Incidentals. Included in the billable hourly rate are the costs involved related to the Assigned Employee’s performance outside their area of their tax home. Of the amount due, 14% relates to CLIENT’s reimbursement of CENTRA for the Assigned Employee’s meals and incidentals in accordance with GSA per diem rules.
Section 4.04 Overtime. Assigned Employees are presumed to be non-exempt from overtime laws and overtime worked is presumed to be authorized by CLIENT unless CENTRA has agreed with CLIENT to not allow it. CENTRA will charge CLIENT premium rates for overtime work, per state and federal guidelines, only when an Assigned Employee’s work on an Assignment at CLIENT, taken alone, would legally require premium overtime pay and CLIENT has authorized, directed, or knowingly allowed the Assigned Employee to work these hours. CLIENT’s rate for overtime hours will be the same multiple of the bill rate as CENTRA is required to apply to the Assigned Employee’s pay rate.
Section 4.05 Orientation. CLIENT agrees to pay CENTRA for all orientation hours worked by Assigned Employee at the agreed upon regular hourly bill rate.
Section 4.06 Holidays. CENTRA will bill CLIENT 1.5 times the amount of the regular hourly bill rate (or the amount required by law, if higher) for the following holiday shifts worked by Assigned Employees: New Year’s Eve, New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
Section 4.07 Mileage. CLIENT hereby guarantees to reimburse CENTRA for Assigned Employee’s mileage at a rate equivalent to the IRS (Internal Revenue Services) approved standard mileage rate. CLIENT will only be charged mileage when an Assigned Employee will be traveling between CLIENT facilities or patient’s residence. If Assigned Employee does not travel between facilities or patient’s residence, on a particular day, than CLIENT will not be billed for any mileage. CENTRA will provide CLIENT with the Assigned Employee’s mileage log along with the billable hourly invoice. CENTRA will bill CLIENT for drive time, to and from facilities, in addition to mileage.
Section 4.08 Minimum Hours Guarantee. CLIENT agrees to be billed by CENTRA for 40 hours guaranteed per week when 8-hour or 10-hour shifts are worked or 35 hours guaranteed per week when 7-hour shifts are worked unless specified with an alternative guaranteed hours schedule on an Assignment Confirmation form prior to the start of an assignment. These guaranteed hours do not include on-call or call-back hours, if applicable. CLIENT shall make no arrangement with Assigned Employee in the nature of compensatory time to circumvent this requirement. In the event that Assigned Employee requests time off or does not work on a specific day due to their own accord and does not make up the missed day in the same workweek then CLIENT will have the ability to reject guaranteed hours, for such particular week, subject to Section 4.12.
Section 4.09 Payment. All amounts due to CENTRA are net thirty (30) days. CLIENT will send all payments to the address printed on CENTRA 's invoice.
Section 4.10 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the daily rate of 0.05% of the unpaid balance, starting with the invoice date, or the maximum rate permitted by applicable law, whichever is less.

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Section 4.11 Rate Change. CENTRA will give CLIENT at least thirty (30) days advance notice of any change in rates associated with new or increased labor costs for the Assigned Employees on Assignment at CLIENT that CENTRA is legally required to pay (for example, wage increases, benefits, payroll taxes, social program contributions, and charges linked to benefit levels) until such time as the parties agree upon new bill rates, the applicable Assignment Acknowledgment shall be deemed changed. If there are other rate changes, CENTRA will give CLIENT at least thirty (30) days advance notice of any change in rates. If CLIENT does not object the applicable rate change will be effective and the Assignment Acknowledgement shall be deemed amended to reflect such changes.

Section 4.12 Disputes of Invoices. CLIENT shall have 14 days from receipt of invoice to send an email to billing@centrahealthcare.com notifying CENTRA of a dispute related to such invoice. If a dispute is not received within the 14 day period, then CENTRA shall have no obligation to make any adjustments related to such invoice.

ARTICLE 5 – CONVERSION FEES AND CANCELLATION FEES

Section 5.01 Conversion. The following conversion and cancellation fee provisions shall be interpreted and applied only as permitted under the laws applicable to the state where the Assigned Employee is employed. If the applicable law does not permit the terms of this Article to apply, then the Article shall be deemed to be severed and the balance of the Agreement interpreted as if it is not a part of the Agreement. Otherwise, each section and subsection below shall each be treated as independent covenants for purposes of application of relevant law and read as a whole to the extent permissible and enforceable under the state or local law applicable to the place where the specific Assigned Employee is performing the Assignment.

CLIENT will obtain the services of each Assigned Employee, only through CENTRA, unless once introduced or assigned by CENTRA, CLIENT notifies CENTRA of its wish to obtain the person’s services by Direct Hire or by assignment, arrangement, or contract from a source other than CENTRA (“Converts”) and CLIENT upon timely written notification to CENTRA either:

A. Pays CENTRA a “Conversion Fee” of:

Discipline	Billable Hours Worked	*Conversion Fee
All positions except MD / DO / APRN / PA	0-520 hours	20% of annualized gross salary
All positions except MD / DO / APRN / PA	521-1040 hours	10% of annualized gross salary
All positions except MD / DO / APRN / PA	1041+ hours	No conversion fee

*Conversion Fee shall be calculated by multiplying the Assigned Employee’s hourly pay rate by 2080 hours or simply multiplying their salary by the conversion fee in the table above.

B. Ends the Assigned Employee’s assignment, subject to the terms of Section 5.07 and waits at least 365 days (the “Conversion Period”) before obtaining that person’s services; or

C. Satisfies an alternative conversion term specified for that Assigned Employee in the applicable Assignment Acknowledgement that is executed by CLIENT and CENTRA.

Section 5.02 Notification and Use. If CLIENT Converts any Assigned Employee without first notifying CENTRA and satisfying subsections 5.01 A, B, or C above; or if CENTRA refers an individual for CLIENT’s consideration as an Assigned Employee, but the person is never assigned to CLIENT (each an “Introduced Assigned Employee”) and CLIENT within 365 days after the referral, obtains

Megan Clarke

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that individual's services by direct hire or by assignment, arrangement, or contract from a source other than CENTRA, CLIENT will pay CENTRA, a Fee of twenty five (25%) percent of candidate's annual salary for each such individual ("Alternate Conversion Fee").

Section 5.03 Separate Fees. Separate Conversion Fees and Alternate Conversion Fees apply to each Assigned Employee or Introduced Assigned Employee.

Section 5.04 Due Diligence. CENTRA urges CLIENT to conduct such investigations, as it deems necessary to verify the information provided by any Assigned Employee and Introduced Assigned Employee prior to conversion and regardless of the background checks and other verifications performed by CENTRA.

Section 5.05 Cancellation Fees. CLIENT will give CENTRA at least fourteen (14) days prior written notice of any Assigned Employee's scheduled start date of an Assignment at CLIENT. If CLIENT does not give at least fourteen (14) days prior written notice then CLIENT shall pay CENTRA a fee equal to 4 hours of the hourly bill rate agreed upon for each Assigned Employee cancelled multiplied by the number of days by which CLIENT failed to provide the requisite notice.

If CLIENT cancels an Assignment while an Assigned Employee has commenced an Assignment without giving CENTRA at least thirty (30) days of written notice, CLIENT shall pay CENTRA a fee equal to eight (8) hours per day of the Assigned Employee's billing rate, for each of the required thirty (30) days' notice that CLIENT has failed to give, except that the number of days shall not exceed the number of days remaining on the Assigned Employee's Assignment, if that Assignment length is specified in writing in CENTRA's records.

Section 5.06 Due Date. All Conversion Fees and Alternate Conversion Fees are due upon the commencement of the Assigned Employee's or Introduced Assigned Employee's employment, engagement, or use by CLIENT. Cancellation Fees are due as set forth in Section 4.08 above. Any failure by the CLIENT to timely pay the Conversion Fees, Alternate Conversion Fees or Cancellation Fees will accrue late fees at the rate of 0.05% of the unpaid balance, starting with the due date, or the maximum rate permitted by applicable law, whichever is less.

Section 5.07 Survival of Fees. The obligations for payment of Conversion Fees and Cancellation Fees shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 6 - DIRECT HIRE

Section 6.01 Definitions. For purposes of this Agreement: "Introduced" or "Introduction" means sharing in any manner or by any means, by CENTRA with CLIENT of the identity of the Candidate. "End User" refers to the entity (another employer or staffing firm) to which CLIENT Introduces a Candidate and such End User hires the Candidate, directly or indirectly, for any position, as an employee, or temporary employee or independent contractor. "Referral Period" means twelve (12) months from the Introduction of a Candidate by CENTRA to the CLIENT. "Direct Hire" means when a Candidate is Introduced by CENTRA to CLIENT for the purposes of employment as a regular employee or engagement or use directed or indirectly or the services of the Candidate other than as an Assigned Employee of CENTRA.

Section 6.02 Confidential Introduction. All Candidate Introductions made by CENTRA are made on a confidential basis and CLIENT shall hold CENTRA harmless from any liability resulting from CLIENT's unauthorized disclosure or misuse of information regarding any Candidates or their candidacy.

Section 6.03 Notification.

A. The CLIENT shall keep CENTRA promptly informed of its intentions regarding hiring or retaining each Candidate throughout the relevant Referral Period by an End User.

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B. If CENTRA Introduces a Candidate for an immediate direct hire or direct engagement position with CLIENT who: (1) the CLIENT has already interviewed, (2) the CLIENT has already scheduled an interview, or (3) to whom the CLIENT has been introduced directly or by another party within the six (6) months immediately preceding CENTRA’s Introduction, the CLIENT will not owe CENTRA a Direct Hire Fee in the event the CLIENT (or the End User) directly or indirectly hires or engages the Candidate, provided that, within three (3) business days following the Introduction, the CLIENT advises CENTRA, in writing, of its prior knowledge of such Candidate and includes supporting documentation. In the absence of such notification and documentation, if the Candidate is directly hired or engaged by the CLIENT (or by an End User) in any capacity during the Referral Period then, CENTRA shall be entitled to a Direct Hire Fee and the CLIENT waives any right to rely upon any prior knowledge of the Candidate as a reason for non-payment of CENTRA’s Direct Hire Fee. It is the sole responsibility of the CLIENT to determine whether a Candidate was previously Introduced to it and to notify CENTRA in a timely manner.

Section 6.04 Fees. CLIENT will pay a Direct Hire Fee to CENTRA in the amount below if:

Discipline	*Conversion Fee
All positions except MD / DO / APRN / PA	20% of annual salary
Any MD, DO Physician Positions	\$30,000
Any APRN, PA Positions	\$25,000

*Conversion Fee shall be calculated by multiplying the candidate’s hourly pay rate multiplied by 2080 hours or by multiplying their salary by the conversion fee in the table above, unless the conversion fee is a flat fee.

A. Candidate is hired directly or indirectly by CLIENT, its affiliates, parents, or subsidiaries for any position as an employee, Candidate, or independent contractor; or

B. Candidate is referred by CLIENT to another employer or staffing firm (“End User”) and such End User hires the Candidate, directly or indirectly, for any position, as an employee, Candidate, or independent contractor within 365 days of the original submission by CENTRA.

Section 6.05 Due Diligence. CENTRA does not guarantee the performance of any Candidate or the accuracy of information provided regarding a Candidate, and disclaims any responsibility for claim, loss, or liability because of a Candidate’s acts or omissions. CENTRA urges CLIENT to conduct such investigations, as it deems necessary to verify Candidate information or to obtain such other information, as it may deem relevant.

Section 6.06 Due Date. All Direct Hire Fees are immediately due and payable by the CLIENT to CENTRA net thirty (30) days from the commencement of the Candidate’s employment by CLIENT or End User. Any failure by the CLIENT to timely pay the Direct Hire Fee will invalidate any guarantee under Article 7 and will accrue late fees at the daily rate of 0.05% of the unpaid balance, starting with the Candidate’s start date, or the maximum rate permitted by applicable law, whichever is less. The CLIENT’s obligations for payment of Direct Hire Fees shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 7 –DIRECT HIRE GUARANTEE

Section 7.01 Notwithstanding any provision within this Agreement to the contrary, provided that CLIENT has timely paid all Direct Hire Fees to CENTRA and immediately notifies CENTRA of the termination, if within the first thirty (30) calendar days after the start date of a Candidate hired by CLIENT

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(“Guarantee Period”), the Candidate leaves employment for any reason except as a result of CLIENT’s restructuring of the job description, lay-off or redeployment caused by the CLIENT, or a violation or an alleged violation of any federal, state or local law by the CLIENT, its employees or agents, then:

A. CENTRA will recruit a replacement Candidate at no additional charge up to the amount of the original Direct Hire Fee charged by CENTRA; and

B. If a suitable replacement Candidate cannot be located by CENTRA within ninety (90) calendar days after the date of the Candidate’s termination or if CLIENT finds a suitable candidate through their own recruitment efforts, then CENTRA shall refund the Direct Hire Fee paid by the CLIENT. For avoidance of doubt all calculations are based upon calendar days of employment or engagement of the Candidate from the first day of direct employment or engagement until the last day the individual works for the CLIENT.

Section 7.02 This Guarantee shall not apply to any use of the Candidate by an End User even if the Direct Hire Fees have been paid. Should the successful replacement Candidate be hired for a higher salary, CLIENT shall pay any additional Direct Hire Fee due to CENTRA. This shall only be a one-time replacement Guarantee on each Direct Hire. After thirty calendar days of employment or engagement of the Candidate by the CLIENT, the Direct Hire Fee shall be deemed nonrefundable and fully earned by CENTRA.

ARTICLE 8 - GENERAL TERMS

Section 8.01 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

Section 8.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. Notwithstanding the foregoing CENTRA may freely assign this Agreement and delegate its duties under this Agreement without the consent of the CLIENT to any subsidiary or affiliate of CENTRA, to the purchaser of all or substantially all of CENTRA’s assets or stock, or any other successor to CENTRA’s business.

Section 8.03 Indemnification. CENTRA agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including legal defense costs) resulting from, or arising out of, any violation of Article 2 or any violation of federal, state or local law resulting from, or arising out of any action of CENTRA or its staff (non-Assigned, non-billed) employees. For purposes of this section, the acts and omissions of Assigned Employees assigned to CLIENT and Candidates shall not be imputed to CENTRA. CLIENT agrees to indemnify and hold harmless CENTRA, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including legal defense costs) resulting from, or arising out of any violation of Section 3 or any violation of federal, state or local law resulting from, or arising out of any actions of CLIENT, its employees or its agents.

Section 8.04 Notices. Any notice or communication with respect to this Agreement shall be in writing sent by personal delivery; by nationally recognized overnight delivery service; or United States mail, postage prepaid, registered or certified mail return receipt requested addressed to such party at its address set forth below their signature below or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. All notices to the CENTRA shall be addressed to the attention of the President and sent to the CENTRA’s headquarters at the address set forth above.

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Date



- Section 8.05** **Headings.** The headings of Articles, sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 8.06** **Entire Contract.** This Agreement constitutes the entire contract between CLIENT and CENTRA regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement is non-exclusive to both parties.
- Section 8.07** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida.
- Section 8.08** **Availability of Assigned Employee.** The parties agree that CENTRA's duty to supply Assigned Employee or refer Candidates on request of CLIENT is subject to the availability of qualified Assigned Employees. The failure of CENTRA to provide Assigned Employee or Candidates or the failure of CLIENT to request Assigned Employee results in no penalty and does not constitute a breach of this Agreement.
- Section 8.09** **Severability.** In the event that a court of competent jurisdiction finds that any portion of this Agreement is invalid, all other provisions shall remain in full force and effect.
- Section 8.10** **Non-Circumvent.** CLIENT hereby agrees not to circumvent CENTRA and the intermediary process and will not make contact with, solicit, hire, deal with, or otherwise be involved in any transaction(s)/job placement with regard to any Assigned Employees, either directly or indirectly through subsidiaries, jointly owned entities, entities of common ownership, etc. CLIENT agrees that such circumvention shall violate the spirit and terms of this Agreement.
- Section 8.11** **Attorney's Fees.** If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any relief which it may be entitled.
- Section 8.12** **Venue.** Any dispute or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof which is not settled by agreement between the Parties, which results in litigation, shall only be filed in the state or federal courts located in Broward County, Florida.
- Section 8.13** **Construction.** The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein shall not be construed against either party, but should be given a fair and reasonable interpretation.
- Section 8.14** **Survival.** The parties agree that Section 8.03 and any provision herein relating to indemnification shall survive the termination of this Agreement. Client shall remain liable to CENTRA for all fees and expenses due under Articles 4, 5 and 6 of this Agreement and for all compensation due for services rendered by Assigned Employees through completion or termination of the Assignment and through termination of this Agreement all CLIENT, its affiliates, parents, or subsidiaries, or End User prior to termination. All other provisions of this Agreement that by their terms extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect.
- Section 8.15** **Waiver.** No failure or delay by either party in exercising a right or privilege hereunder shall operate as a waiver thereof.

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04/29/2026


Date

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CENTRA HEALTHCARE SOLUTIONS, INC.
(“CENTRA”)


Omri Papo (Apr 28, 2026 17:19:01 EDT)
SIGNATURE


Omri Papo

PRINTED NAME
President

TITLE
04/28/2026

DATE

EXCEPTIONAL LEARNERS COLLABORATIVE
(“CLIENT”)


Megan Clarke (Apr 29, 2026 15:25:18 CDT)
SIGNATURE

Megan Clarke

PRINTED NAME
Superintendent

TITLE
04/29/2026

DATE

Initials _____
Date



Attachment A

Modality / Specialty	*Local Rate / hour	**Travel Rate / hour
Board Certified Behavioral Analyst (BCBA)	\$120.00	\$125.00
Orientation and Mobility Specialist	\$110.00	\$115.00
SPED – Special Education Teacher / Education Specialist	\$85.00	\$90.00
Registered Behavior Technician	\$60.00	\$65.00
Paraprofessional	\$48.00	\$53.00
General Education Teachers	\$85.00	\$90.00
Teacher Assistant	\$42.00	\$47.00
 		
Director of Nursing / Nursing Manager	\$110.00	\$115.00
Registered Nurse (RN)	\$95.00	\$100.00
Licensed Practical / Vocational Nurse (LPN / LVN)	\$70.00	\$75.00
 		
Director of Rehabilitation / Therapy Manager	\$110.00	\$115.00
Physical Therapist, Occupational Therapist, Speech Language Pathologist	\$95.00	\$100.00
Physical Therapist Assistant, Certified Occupational Therapist Assistant	\$70.00	\$75.00
Speech Language Pathologist Assistant	\$70.00	\$75.00
 		
School Psychologist	\$100.00	\$105.00
Social Worker	\$90.00	\$95.00

***Local Rate** is billed in the instance when an Assigned Employee lives within 50 miles from CLIENT’s worksite location and the Assigned Employee commutes home on workdays.

****Travel Rate** is billed in the instance when an Assigned Employee resides over 50 miles from CLIENT’s worksite location and Assigned Employee is duplicating their living expenses for Lodging and/or Meals and Incidentals.

All local, travel or escalated rates will be agreed upon in writing.

1. Overtime	Bill Rate multiplied by 1.5x for any hours greater than 40.
2. Overtime (Alaska Only)	Bill Rate multiplied by 1.5x for any hours worked over 8 hours in one day and/or more than 40 hours within a 7-day work week.
3. Overtime (Colorado Only)	Bill Rate multiplied by 1.5x for any hours worked over 12 hours in one day and/or more than 40 hours within a 7-day work week.
4. Overtime (California Only)	Bill Rate multiplied by 1.5x for any hours worked over 8 hours in one day and/or more than 40 hours within a 7-day work week and/or the first 8 hours worked on the 7 th consecutive day.
5. Doubletime (California Only)	Bill rate multiplied by 2x for any hours worked over 12 hours in one day and/or after the first 8 hours on the 7 th consecutive day.

Megan Clarke 04/29/2026

 Initials Date









Exceptional Learners Collaborative-Temp and Perm Agreement

Final Audit Report

2026-04-29

Created:	2026-04-28
By:	Lauren Muchnick (lauren@centrahealthcare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPyI3E9748Db8xcFjOJtqcexa9QGTCasM

"Exceptional Learners Collaborative-Temp and Perm Agreement" History

-  Document created by Lauren Muchnick (lauren@centrahealthcare.com)
2026-04-28 - 9:16:50 PM GMT- IP address: 73.138.234.170
-  Document emailed to Omri Papo (omri@centrahealthcare.com) for signature
2026-04-28 - 9:18:16 PM GMT
-  Email viewed by Omri Papo (omri@centrahealthcare.com)
2026-04-28 - 9:18:34 PM GMT- IP address: 66.102.8.168
-  Document e-signed by Omri Papo (omri@centrahealthcare.com)
Signature Date: 2026-04-28 - 9:19:01 PM GMT - Time Source: server- IP address: 12.162.238.218
-  Document emailed to Megan Clarke (mclarke@elced.org) for signature
2026-04-28 - 9:19:03 PM GMT
-  Email viewed by Megan Clarke (mclarke@elced.org)
2026-04-28 - 9:45:43 PM GMT- IP address: 74.125.215.164
-  Document e-signed by Megan Clarke (mclarke@elced.org)
Signature Date: 2026-04-29 - 8:25:18 PM GMT - Time Source: server- IP address: 12.41.126.130
-  Agreement completed.
2026-04-29 - 8:25:18 PM GMT

Client Assignment Confirmation

Assignment Information

Client Facility Name: ELC - West

Client Facility Address: 960 Corporate Woods Parkway Vernon Hills IL 60061

Employee's Name: Christyn Brown

Assignment Type: Local

Professional Designation - Speciality: Special Education Teacher (SPED) - School

Assignment Dates: 06/01/2026 - 06/25/2026

Number of Weeks (duration): 3.00

Shift: 4 shifts per week / 7:30am - 1:30pm

Approved Time Off: none

Other Reimbursement/Bonus:

Guaranteed Hours: 24.0 hours, unless Employee requests time off, for any reason, and does not make up hours during designated work week.

Guaranteed Hours Provision: Guaranteed hours do not apply during holiday weeks or weeks when the school is not in full session due to any reason.

Cancellation Guarantee: 30.0 days written cancellation notice.

Client's Float Policy: Client may request Employee to float to other Client facilities located within 40 miles of the original location. Client will make every effort to staff Centra Employee exclusively in original location for the duration of the assignment.

Mileage Reimbursement: If applicable, Client shall reimburse at the agreed upon contracted mileage rate for services between facilities or patients homes

Client Assignment Confirmation

Bill Rate Information (all rates are per hour, \$0 rates or if cell is empty indicates not applicable for this assignment)

Orientation:	\$0.00	Orientation Hours:	0.0 - Orientation may include treatment of patients.
Regular Bill Rate:	\$90.00	Overtime:	\$135.00
Regular Weekday Night:	\$0.00	Holiday:	\$135.00
Regular Weekend Day:	\$0.00	Double:	\$0.00
Regular Weekend Evening:	\$0.00	On Call:	\$0.00
Regular Weekend Night:	\$0.00	Callback:	\$0.00
		Charge:	\$0.00

Net Payment Terms: Net 30

If applicable, included in the hourly rate above are the costs involved related to the Assigned Employee's performance outside their area of their tax home. Of the amount due, 14% relates to your reimbursement of Centra for the Assigned Employee's meals and incidentals in accordance with GSA per diem rules.

I acknowledge receipt of this confirmation letter and agree to the above information as it pertains to this assignment.

CLIENT:

Megan Clarke

 Print Name

Megan Clarke

 Signature of Acceptance

05/14/2026

 Date

Centra:

Jessie Stauffer

 Print Name

Jessie Stauffer

 Signature of Acceptance

 Date

Client Assignment Confirmation

Assignment Information

Client Facility Name: ELC - West

Client Facility Address: 960 Corporate Woods Parkway Vernon Hills IL 60061

Employee's Name: Terri Gomez

Assignment Type: Local

Professional Designation - Speciality: Special Education Teacher (SPED) - School

Assignment Dates: 06/01/2026 - 06/25/2026

Number of Weeks (duration): 3.00

Shift: 4 shifts per week / 7:30am - 1:30pm; Mon-Thurs

Approved Time Off: None

Other Reimbursement/Bonus:

Guaranteed Hours: 24.0 hours, unless Employee requests time off, for any reason, and does not make up hours during designated work week.

Guaranteed Hours Provision: Guaranteed hours do not apply during holiday weeks or weeks when the school is not in full session due to any reason.

Cancellation Guarantee: 30.0 days written cancellation notice.

Client's Float Policy: Client may request Employee to float to other Client facilities located within 40 miles of the original location. Client will make every effort to staff Centra Employee exclusively in original location for the duration of the assignment.

Mileage Reimbursement: If applicable, Client shall reimburse at the agreed upon contracted mileage rate for services between facilities or patients homes

Client Assignment Confirmation

Bill Rate Information (all rates are per hour, \$0 rates or if cell is empty indicates not applicable for this assignment)

Orientation:	\$0.00	Orientation Hours:	0.0 - Orientation may include treatment of patients.
Regular Bill Rate:	\$90.00	Overtime:	\$135.00
Regular Weekday Night:	\$0.00	Holiday:	\$135.00
Regular Weekend Day:	\$0.00	Double:	\$0.00
Regular Weekend Evening:	\$0.00	On Call:	\$0.00
Regular Weekend Night:	\$0.00	Callback:	\$0.00
		Charge:	\$0.00

Net Payment Terms: Net 30

If applicable, included in the hourly rate above are the costs involved related to the Assigned Employee's performance outside their area of their tax home. Of the amount due, 14% relates to your reimbursement of Centra for the Assigned Employee's meals and incidentals in accordance with GSA per diem rules.

I acknowledge receipt of this confirmation letter and agree to the above information as it pertains to this assignment.

CLIENT:

Megan Clarke

 Print Name

Megan Clarke

 Signature of Acceptance

05/11/2026

 Date

Centra:

Jessie Stauffer

 Print Name

Jessie Stauffer

 Signature of Acceptance

05/11/2026

 Date



AGREEMENT FOR PERMANENT PLACEMENT

This agreement confirms the understanding between Exceptional Learners Collaborative (hereafter “Client”) and Sunbelt Staffing, LLC (hereafter “Sunbelt”) that permanent placement fees are on a contingency basis and are payable only if Client employs a candidate that has been, directly or indirectly, referred through Sunbelt’s efforts.

Fees for permanent placement of the professional and discipline named below (hereafter “Consultant”), in Client’s employ is as indicated below. Permanent placement fees are due upon receipt of invoice.

Consultant: Chloe Seghers

Consultant Discipline: Paraprofessional

Placement Fee: \$18,500

Sunbelt will replace the Consultant in the event that the Consultant hired through Sunbelt terminates or is terminated for just cause from his/her position of employment, within thirty (30) days from the date the Consultant commenced said employment, provided that the Client notifies us in writing of all the facts relating to the termination of said employment within five (5) business days after said termination. This guarantee is not applicable in the event that the employment is terminated because Client has insufficient work for the Consultant. This guarantee is to allow sufficient time to evaluate candidate’s experience and qualifications. This guarantee shall be Client’s sole remedy.

Acceptance of referrals shall be conclusive evidence of Client’s acceptance of Sunbelt’s schedule of charges, terms and conditions, unless a written modification has been signed by both parties. If collection activities are necessary, Client agrees to pay all the expenses thereof, including reasonable attorney’s fees. Client also consents to the jurisdiction of courts of the State of Delaware and agree that its laws shall govern our relationship.

Client further agrees that the above terms remain in effect for a period of one (1) year from date of candidate submission, and is therefore prohibited from hiring, soliciting, or attempting to hire any candidate submitted by Sunbelt.

CLIENT ID – CLIENT NAME

69819 - Exceptional Learners Collaborative

Sunbelt Staffing, LLC

Signature Date

Signature Date

Print Name

Print Name

Title

Title

**MINUTES OF THE SPECIAL MEETING OF THE EXCEPTIONAL LEARNERS
COLLABORATIVE BOARD OF EDUCATION, LAKE COUNTY, ILLINOIS, HELD THURSDAY
APRIL 16, 2026, AT 8:00 A.M. IN THE EXCEPTIONAL LEARNERS COLLABORATIVE
TRAINING ROOM, VERNON HILLS, ILLINOIS.**

CALL TO ORDER AND ROLL CALL

President Neault called the meeting to order at 8:00 A.M. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson answered. Also in attendance was Superintendent Dr. Clarke and Treasurer Carney.

Absent: None

DISCUSSION TOPIC

- a. BOARD OF EDUCATION INFORMATION

EXECUTIVE SESSION

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education adjourn to executive session to discuss the appointment, employment, compensation, discipline, performance or dismissal of a specific employee [5 ILCS 120/2(c)(1)] and/or matters related to potential litigation [5 ILCS 120/2(c)(11)]. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson voted aye. The motion carried unanimously. (8:02 A.M.)

RETURN TO REGULAR SESSION

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education return to regular session. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson voted aye. The motion carried unanimously. (8:28 A.M.)

ADJOURNMENT

Ms. Peterson moved, seconded by Mr. Burns that the meeting be adjourned. By voice vote, the motion carried unanimously. (8:29 A.M.)

SECRETARY

PRESIDENT

**MINUTES OF THE REGULAR MEETING OF THE EXCEPTIONAL LEARNERS
COLLABORATIVE BOARD OF EDUCATION, LAKE COUNTY, ILLINOIS, HELD THURSDAY
APRIL 16, 2026, AT 8:30 A.M. IN THE EXCEPTIONAL LEARNERS COLLABORATIVE
TRAINING ROOM, VERNON HILLS, ILLINOIS.**

CALL TO ORDER AND ROLL CALL

President Neault called the meeting to order at 8:30 A.M. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson answered. Also in attendance were Superintendent Sheridan, Superintendent Dr. Clarke, Assistant Superintendent of Teaching, Learning, and Professional Growth Bhardwaj, Director of Human Resources and Talent Acquisition Hofmeier, Katie Reynolds, District 103 (in attendance for Superintendent Warren), Treasurer Carney, and Recording Secretary Cone.

Absent: Superintendent Warren and Superintendent Twadell.

APPROVAL OF ADDITIONAL ESY POSITIONS

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the additional ESY positions, as presented in the Agenda Booklet of April 16, 2026. On roll call, Mr. Burns, Ms. Neault, and Ms. Peterson voted aye. The motion carried unanimously.

**APPROVAL OF HONORABLE DISMISSAL OF CERTAIN FULL-TIME EDUCATIONAL
SUPPORT PERSONNEL**

Mr. Burns moved, seconded by Ms. Peterson that the Board of Education approve the honorable dismissal of certain full-time educational support personnel, as noted in the Agenda Booklet of April 16, 2026. On roll call, Ms. Peterson, Mr. Burns, and Ms. Neault voted aye. The motion carried unanimously.

**APPROVAL OF SUPERINTENDENT EMPLOYMENT AGREEMENT (5-YEAR TERM) AND
ACCEPTANCE OF SUPERINTENDENT'S INTENT TO RETIRE EFFECTIVE JUNE 30, 2031**

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the Superintendent Employment Agreement (5-Year Term), as presented, and accept the Superintendent's intent to retire effective June 30, 2031. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson voted aye. The motion carried unanimously.

APPROVAL OF THE DIRECTOR OF BUSINESS AND OPERATIONS, CSBO

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the appointment of Whitney Draegert to the position of Director of Business and Operations / CSBO, as presented in the Agenda Booklet of April 16, 2026. On roll call, Mr. Burns, Ms. Neault, and Ms. Peterson voted aye. The motion carried unanimously.

ESTABLISHMENT OF BOE REGULAR MEETING DATES FOR 2026-2027 SCHOOL YEAR

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the regular meeting dates for the 2026-2027 school year, as presented, with the exception that the March meeting be held on March 11, 2026. By voice vote, the motion carried unanimously.

ESTABLISHMENT OF FINANCE COMMITTEE MEETING DATES FOR 2026-2027 SCHOOL YEAR

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the Finance Committee meeting dates for the 2026-2027 school year, as presented. By voice vote, the motion carried unanimously.

APPROVAL OF BOARD POLICY UPDATES

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education adopt the recommended Board Policy Updates, as presented. By voice vote, the motion carried unanimously.

APPROVAL OF BOARD POLICY UPDATES (FIRST READING)

The Board of Education was presented with a first reading of Board Policy updates. The Board will take final action at its next regular meeting.

APPROVAL OF FACILITY USE AGREEMENT WITH VERNON HILLS PARK DISTRICT

Mr. Burns moved, seconded by Ms. Peterson that the Board of Education approve the Facility Use Agreement with Vernon Hills Park District, as presented. On roll call, Ms. Peterson, Mr. Burns, and Ms. Neault voted aye. The motion carried unanimously.

FOIA REQUESTS

The Board of Education was presented with two requests under the Freedom of Information Act (FOIA) and the status of the District's response.

CONSENT AGENDA ITEMS

Ms. Peterson moved, seconded by Mr. Burns that the Board of Education approve the Consent Agenda Items, as presented. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson voted aye. The motion carried unanimously.

- 1) Approve the Special Meeting Minutes and Regular Meeting Minutes of March 12, 2026.
- 2) Accept the resignations of the following individuals as noted in the Agenda Booklet of April 16, 2026, for Monique Nemes, BCBA; Vanessa Nickolai, Paraprofessional; and Krista Graham, Paraprofessional; as presented.
- 3) Approve the appointments/transfers/reassignments of the following individuals as noted in the Agenda Booklet of April 16, 2026, for Brittany Biddle, Paraprofessional; Heather Hoeft, Case Manager; and Erin Marquard, Assistant Director of ELC West; as presented.
- 4) Approval of Bills.
- 5) Approval of Financial Statement.

ADJOURNMENT

Ms. Peterson moved, seconded by Mr. Burns that the meeting be adjourned. By voice vote, the motion carried unanimously. (9:12 A.M.)

SECRETARY

PRESIDENT

MINUTES OF THE FINANCE COMMITTEE MEETING OF THE EXCEPTIONAL LEARNERS COLLABORATIVE BOARD OF EDUCATION, LAKE COUNTY, ILLINOIS, HELD THURSDAY APRIL 16, 2026, AFTER REGULAR BOARD MEETING IN THE EXCEPTIONAL LEARNERS COLLABORATIVE TRAINING ROOM, VERNON HILLS, ILLINOIS.

CALL TO ORDER AND ROLL CALL

President Neault called the meeting to order at 9:21 A.M. On roll call, Ms. Neault, Mr. Burns, and Ms. Peterson answered. Also in attendance were Superintendent Dr. Clarke and Treasurer Carney.

Absent: None

DISCUSSION TOPICS

- a. DISCUSSION OF 2026-2027 BUDGET

ADJOURNMENT

Mr. Burns moved, seconded by Ms. Peterson that the meeting be adjourned. By voice vote, the motion carried unanimously. (10:15 A.M.)

SECRETARY

PRESIDENT