

Spring Valley CCSD #99 School Board Meeting

Wednesday, December 20, 2023 7:00 PM

John F. Kennedy School, Kennedy Center, 999 N Strong Ave, Spring Valley, Illinois 61362

1. **Truth in Taxation Public Hearing Agenda**
2. **Call to Order & Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Regular Meeting Agenda**
5. **Intoduction/Recognition of Special Guests**
6. **Public Comment, Correspondence, and Announcements**
7. **Consent Agenda**
 - 7.A. Approval of Regular Meeting Minutes from Previous Meeting
 - 7.B. Approval of the Financial Reports
 - 7.C. Approval of the Treasurer's Report
 - 7.D. Approval of District Bills
8. **Reports, Updates & Informational Items**
 - 8.A. Cash Flow & Budget Watch
 - 8.B. BCR Alerts
 - 8.C. ESSER Project Plans
 - 8.D. Assistant Principal's Report
 - 8.E. Principal's Report
 - 8.F. Superintendent's Report
9. **Action Items**
 - 9.A. Presentation and Approval of the 2023 Tax Levy for FY25
 - 9.B. Approve the a Resolution Abating all of the Tax Hereto Levied for the Year 2023 to Pay the Principal of and Interest on \$4,500,000 General Obligation School Bonds, Series 2018, of Spring

**Valley C.C.S.D. #99 \$100,000 Using Evidence Based
Funding for the 2022 -2023 Tax Levy for FY25**

**9.C. Review & Continue to Keep Closed Session Notes
Confidential**

9.D. Adopt District Goals

9.E. Approve November Board Policy Updates

9.F. Approve a 2-Year Bus Contract Renewal

10. Executive Session

**11. Action Items Following
Closed Session**

12. Adjournment

SPRING VALLEY COMMUNITY CONSOLIDATED SCHOOL DISTRICT #99



**REGULAR MEETING OF THE BOARD OF EDUCATION
KENNEDY LIBRARY, JOHN F. KENNEDY SCHOOL
999 NORTH STRONG AVENUE, SPRING VALLEY, IL 61362
WEDNESDAY, NOVEMBER 15, 2023, 7:00 P.M.**



A G E N D A

1. CALL TO ORDER & ROLL CALL

7:00 pm

Board of Education Members present: Ted Urbanski, Lindsay Ferrari, Tina Pienta, Jim Faletti, Lisa Ponce, Korby Kasperski, Nicki Olson

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR MEETING AGENDA

MOTION by Ponce seconded by Ferrari that the Board of Education approve the Regular Meeting Agenda. Roll Call: Ponce, Ferrari, Pienta, Faletti, Kasperski, Olson and Urbanski all voted aye. No nays. Motion carried.

4. INTRODUCTION/RECOGNITION OF SPECIAL GUESTS

5. PUBLIC COMMENT, CORRESPONDENCE, & ANNOUNCEMENTS

6. CONSENT AGENDA

6.1 Approval of October 18, 2023 Regular Meeting Minutes

6.2 Approval of the Financial Reports

6.3 Approval of the Treasurer's Report

6.4 Approval of District Bills

MOTION by Kasperski seconded by Ferrari that the Board of Education approve the Consent Agenda. Roll Call: Kasperski, Ferrari, Pienta, Faletti, Ponce, Olson and Urbanski all voted aye. No nays. Motion carried.

7. REPORTS, UPDATES & INFORMATIONAL ITEMS

7.1 Cash Flow & Budget Watch – Continue to watch the Ed. and Transportation funds closely.

7.2 Abatement of Tax Levied to Pay the Principle of and Interest on Series 2018 Bonds – We look to abate the interest payment of \$100,000 on our 2018 bonds in December when we approve our levy. With the increase in ESSER funds assisting our Ed Funds we are able to continue to cover some of the costs for our taxpayers.

We will hopefully qualify for the \$460,000 tax abatement grant.

7.3 Bus Contract Renewal – Extending 1 year at 10% increase for the Daily Unit Cost – Reg. Route, Daily Unit Cost – W/C Route, and Bus Aide/Monitor is acceptable.

If a two year extension is considered... Johannes proposed an 8% increase for year 1 and a 7% increase after that for year 2. The extra curriculars would stay the same in year 1 for a one or two year agreement. For year 2 - there would be a 2.5% increase. The consortium is looking to lock in the 2-year rates.

7.4 1st Reading of November Board Policy Manual Updates –Jim discussed briefly the November Board Policy Manual Updates.

7.5 Assistant Principal's Report -The number of minors has been staying consistent. The counselors are working with students who are struggling with homework completion. The Speech team completed their season with the state competition on October 27th. Two teams received the Judge's Choice Award. Recently hosted the 6th Grade Boys Basketball Tournament. Attended the SRC AD meeting. Ottawa Wallace wants to join the conference. And Streator is eliminating girls basketball.

7.6 Principal's Report -Will try to pay for an interventionist with ESSER III money.
Upcoming events" Family Reading Night-Nov. 16, P/T Conferences Nov. 20-21, Fall Play-Dec. 1-2, Grandparents Cookies and Cocoa week of Dec. 4, K-5 Winter Concert Dec. 6, Blood Drive Dec. 11, Junior High Winter Concert Dec 13.

7.7 Superintendent's Report - Fields Update (We should know by January)
Santa's on the Run November 25th at JFK.

8. ACTION ITEMS

8.1 Approve the 2024-2025 Calendar with changes as discussed.

MOTION by Faletti seconded by Ponce that the Board of Education approve the 2024-2025 Calendar with changes as discussed.

Roll Call: Faletti, Ponce, Ferrari, Pienta, Kasperski, Olson and Urbanski all voted aye. No nays.
Motion carried.

8.2 Presentation and Approval of the Tentative Tax Levy –

MOTION by Kasperski seconded by Pienta that the Board of Education approve the Tentative Tax Levy.

Roll Call: Kasperski, Pienta, Ferrari, Faletti, Ponce, Olson and Urbanski all voted aye. No nays.
Motion carried.

9. EXECUTIVE SESSION - Reference: 5 ILCS 120 (c) 1 & 14 [Review of closed session minutes, staff issues]

7:49 pm

MOTION by Pienta seconded by Ponce that the Board of Education go into Executive Session.

Roll Call: Pienta, Ponce, Ferrari, Faletti, Kasperski, Olson and Urbanski all voted aye. No nays.

Motion carried.

BEGIN CLOSED: 7:50 PM

END CLOSED: 8:52 PM

10. ACTION ITEMS FOLLOWING CLOSED SESSION

10.1 Approve Closed Session Minutes for October

MOTION by Pienta seconded by Kasperski that the Board of Education approve Closed Session Minutes for October.

All were in favor. No nays. Motion carried.

10.2 Approve assistant basketball coaches for boys 6th , 7th and 8th – Tony Finn, Jeremy Andracke and Craig Olson

MOTION by Ferrari seconded by Pienta that the Board of Education approve assistant basketball coaches for 6th, 7th, and 8th – Tony Finn, Jeremy Andracke and Craig Olson.

All were in favor, No nays. Motion carried.

11. ADJOURNMENT

8:54 pm

MOTION by Pienta seconded by Faletti that the Board of Education adjourn the November 15, 2023 Board of Education Meeting.

All were in favor. No nays. Motion carried.

Attest:

Theodore Urbanski, President

Tina Pienta, Secretary

Spring Valley CCSD #99
 Account #9634-2067
 Cash Basis Earnings Worksheet
 November 30, 2023

Fiscal Year Ending: 6/30/24
 Fiscal Year Beginning: 7/01/23

MONTHLY INCOME

MONTHLY ACCOUNT CHARACTERISTICS

Nov-23	Prepaid Interest (Accrued)	(\$8,620.00)
	CD Interest	\$0.00
	UST/Agencies/Municipals	\$5,700.00
	T-Bills/Commercial Paper	\$1,542.00
	11/1/23 Money Market	<u>\$581.62</u>
	November Monthly Total	-\$796.38
	Previous Fiscal YTD Interest	\$37,239.24
	Total Fiscal YTD Interest	<u>\$36,442.86</u>

Yield on Portfolio: 5.18%
 Duration (excluding cash): 0.73

MONTHLY CASH BASIS EARNINGS

Nov-23	November Interest	-\$796.38
	Realized Gain/Loss	\$0.00
	Fees	<u>\$0.00</u>
	Monthly Cash Basis Earnings	<u>-\$796.38</u>

**FISCAL YEAR-TO-DATE
 CASH BASIS EARNINGS**

**PRIOR YEAR FISCAL YEAR-TO-DATE
 CASH BASIS EARNINGS**

*DIVIDENDS/INTEREST	\$33,474.88
REALIZED GAIN/LOSS	\$4,222.50
FEES	<u>\$0.00</u>
YTD CASH BASIS EARNINGS	<u>\$37,697.38</u>

DIVIDENDS/INTEREST	\$15,651.10
REALIZED GAIN/LOSS	-\$2,863.91
FEES	<u>-\$2,424.51</u>
YTD CASH BASIS EARNINGS	<u>\$10,362.68</u>

*\$936.77 - Dividends/Interest from Hometown (prior Custodian) on 7/3/23

Spring Valley District 99 Expenditure Repo

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Spring Valley CCSD 99

Education Fund 10						
Fund	10	Education Fund				
Function	1110	Regular Programs				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
Education Fund						
Regular Programs						
10-1110-1100-1	Regular Salaries	1,768,998.00	134,577.40	760,741.71	1,008,256.29	46.80
10-1110-1100-12	Insurance Stipend Salaries	50,600.00	0.00	0.00	50,600.00	100.00
10-1110-1100-58	ESSER Salaries	1,600.00	0.00	20,789.86	(19,189.86)	1,299.37
10-1110-2100-1	Regular TRS	174,952.00	13,016.53	46,329.08	128,622.92	34.05
10-1110-2100-12	Insurance Stipend TRS	2,175.00	0.00	0.00	2,175.00	90.03
10-1110-2100-58	ESSER TRS	159.00	0.00	1,495.37	(1,336.37)	940.48
10-1110-2101-58	ESSER Federal TRS	185.00	0.00	1,761.20	(1,576.20)	952.00
10-1110-2110-1	Regular NEC	11,275.00	838.87	2,932.12	8,342.88	33.57
10-1110-2110-12	Insurance Stipend NEC	140.00	0.00	0.00	140.00	90.13
10-1110-2110-58	ESSER NEC	11.00	0.00	96.39	(85.39)	876.27
10-1110-2120-1	Regular ETHIS/THIS	30,520.00	2,270.68	7,936.83	22,583.17	33.57
10-1110-2120-12	Insurance Stipend EHTIS/THIS	380.00	0.00	0.00	380.00	89.91
10-1110-2120-58	ESSER ETHIS/THIS	28.00	0.00	260.82	(232.82)	931.50
10-1110-2200-1	Regular Vision Insurance	3,073.00	259.10	1,302.22	1,770.78	46.59
10-1110-2200-58	ESSER Vision Insurance	0.00	0.00	13.20	(13.20)	0.00
10-1110-2201-1	Retiree Insurance	20,000.00	0.00	6,972.94	13,027.06	34.86
10-1110-2210-1	Regular Life Insurance	2,678.00	228.17	1,072.66	1,605.34	44.31
10-1110-2210-58	ESSER Life Insurance	0.00	0.00	10.40	(10.40)	0.00
10-1110-2220-1	Regular Health Insurance	276,192.00	22,980.11	116,368.12	159,823.88	46.30
10-1110-2220-58	ESSER Health Insurance	0.00	0.00	1,192.08	(1,192.08)	0.00
10-1110-2230-1	Regular Dental Insurance	22,973.00	1,957.26	9,481.13	13,491.87	45.53
10-1110-2230-58	ESSER Dental Insurance	0.00	0.00	88.40	(88.40)	0.00
10-1110-2300-1	Tuition Reimbursement	0.00	0.00	855.00	(855.00)	0.00
10-1110-2300-20	Title II Tuition Reimbursement	20,631.00	0.00	5,246.30	15,384.70	25.43
10-1110-3100-25	Title IV Purchased Service	2,930.00	0.00	0.00	2,930.00	0.00
10-1110-3100-58	ESSER Purchased Service	302,685.00	6,750.00	54,366.44	248,318.56	17.96
10-1110-3200-1	Regular Purchased Service	16,200.00	50.00	6,653.67	9,546.33	41.07
10-1110-3400-1	Postage	2,500.00	53.90	1,700.69	799.31	68.03
10-1110-4100-1	Regular Supplies	52,500.00	4,777.34	22,296.66	30,203.34	42.47
10-1110-4100-24	Rural Achievement Supplies	46,530.00	0.00	17,112.24	29,417.76	36.78
10-1110-4100-58	ESSER Supplies	72,381.00	2,592.00	77,109.75	(4,728.75)	106.53
10-1110-4101-1	Supplies - Middle	2,000.00	0.00	140.40	1,859.60	7.02
10-1110-4102-1	Supplies - Primary	1,500.00	0.00	2,333.74	(833.74)	155.58
10-1110-4200-1	Textbooks	19,315.00	0.00	22,510.53	(3,195.53)	116.54
10-1110-4300-1	Other Supplies - Teachers	15,000.00	600.00	3,411.33	11,588.67	22.74
10-1110-4300-25	Title IV Supplies	1,183.00	0.00	1,727.02	(544.02)	145.99
10-1110-4400-1	Art Supplies	1,000.00	208.94	208.94	791.06	20.89
10-1110-4500-1	Vocal Music Supplies	500.00	216.81	231.76	268.24	46.35

Spring Valley District 99 Expenditure Repo

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Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	1110	Regular Programs					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-1110-4600-1	Band Supplies		2,000.00	16.99	605.06	1,394.94	30.25
10-1110-4700-1	PE Supplies		2,000.00	36.49	36.49	1,963.51	1.82
10-1110-5100-1	Regular Capital Outlay		15,000.00	0.00	1,022.00	13,978.00	6.81
10-1110-5100-30	Digital Equity Capital Outlay		12,000.00	0.00	12,969.00	(969.00)	108.08
10-1110-5100-58	ESSER Capital Outlay		63,450.00	0.00	63,092.99	357.01	99.44
1110	Regular Programs		3,017,244.00	191,430.59	1,272,474.54	1,744,769.46	47.12
							** Function
Function 1111							
10-1111-1200-1	Substitute Salary		75,000.00	9,034.92	29,858.06	45,141.94	45.82
10-1111-2110-1	Substitute NEC		500.00	11.32	39.68	460.32	9.97
10-1111-2120-1	Substitute ETHIS		600.00	13.08	45.86	554.14	9.61
1111	Function 1111		76,100.00	9,059.32	29,943.60	46,156.40	45.30
							** Function
Pre-K Programs							
10-1125-1100-16	ECE Salaries		120,688.00	9,424.85	50,000.68	70,687.32	45.33
10-1125-2100-16	ECE TRS		7,961.00	589.70	2,063.95	5,897.05	32.36
10-1125-2110-16	ECE NEC		514.00	38.00	133.00	381.00	32.30
10-1125-2120-16	ECE ETHIS/THIS		1,389.00	102.88	360.08	1,028.92	32.36
10-1125-2200-16	ECE Vision Insurance		163.00	13.00	71.54	91.46	47.88
10-1125-2210-16	ECE Life Insurance		213.00	18.48	83.76	129.24	43.66
10-1125-2220-16	ECE Health Insurance		14,523.00	1,154.68	6,440.12	8,082.88	48.32
10-1125-2230-16	ECE Dental Insurance		1,393.00	113.72	596.60	796.40	46.91
10-1125-3100-16	ECE Purchased Service		1,637.00	0.00	699.00	938.00	42.70
10-1125-4100-16	ECE Supplies		200.00	0.00	0.00	200.00	0.00
1125	Pre-K Programs		148,681.00	11,455.31	60,448.73	88,232.27	44.69
							** Function
Special Ed Programs K-12							
10-1200-6100-1	Lighted Way Tuition		70,000.00	13,253.71	13,253.71	56,746.29	18.93
10-1200-6101-1	High Roads Tuition		60,000.00	0.00	18,725.48	41,274.52	31.21
10-1200-6102-1	MENTA Tuition		50,000.00	0.00	0.00	50,000.00	0.00
1200	Special Ed Programs K-12		180,000.00	13,253.71	31,979.19	148,020.81	17.77
							** Function
Infant/Toddler (I/T)							
10-1215-1100-1	Life Skills Salaries		171,811.00	13,769.70	73,145.77	98,665.23	46.58
10-1215-2100-1	Life Skills TRS		8,999.00	667.77	2,337.17	6,661.83	29.68
10-1215-2110-1	Life Skills NEC		581.00	43.02	150.57	430.43	29.62
10-1215-2120-1	Life Skills ETHIS/THIS		1,573.00	116.48	407.68	1,165.32	29.62
10-1215-2200-1	Life Skills Vision Insurance		238.00	19.80	89.71	148.29	41.85
10-1215-2210-1	Life Skills Life Insurance		426.00	36.74	154.78	271.22	40.67
10-1215-2220-1	Life Skills Health Insurance		21,136.00	1,752.36	8,030.37	13,105.63	42.14
10-1215-2230-1	Life Skills Dental Insurance		1,651.00	139.20	614.01	1,036.99	41.41
10-1215-4100-1	Life Skills Supplies		2,000.00	0.00	696.63	1,303.37	34.83

Spring Valley District 99 Expenditure Repo

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Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	1215	Infant/Toddler (I/T)					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
1215	Infant/Toddler (I/T)		208,415.00	16,545.07	85,626.69	122,788.31	45.05 ** Function
Cross-Categorical (Cc)							
10-1220-1100-1	CC Primary Salaries		111,937.00	9,191.00	51,755.62	60,181.38	50.34
10-1220-2100-1	CC Primary TRS		8,349.00	618.42	2,164.47	6,184.53	34.84
10-1220-2110-1	CC Primary NEC		539.00	39.86	139.51	399.49	34.78
10-1220-2120-1	CC Primary ETHIS/THIS		1,457.00	107.90	377.65	1,079.35	34.83
10-1220-2200-1	CC Primary Vision Insurance		80.00	6.60	33.00	47.00	49.50
10-1220-2210-1	CC Primary Life Insurance		274.00	24.64	111.68	162.32	45.26
10-1220-2220-1	CC Primary Health Insurance		7,046.00	584.12	2,956.36	4,089.64	50.25
10-1220-2230-1	CC Primary Dental Insurance		551.00	46.40	225.40	325.60	49.33
10-1220-4100-1	CC Primary Supplies		100.00	0.00	0.00	100.00	0.00
1220	Cross-Categorical (Cc)		130,333.00	10,618.94	57,763.69	72,569.31	49.05 ** Function
Function 1221							
10-1221-1100-1	CC Middle Salaries		162,259.00	13,065.64	69,071.04	93,187.96	46.59
10-1221-2100-1	CC Middle TRS		10,356.00	767.08	2,684.78	7,671.22	33.83
10-1221-2110-1	CC Middle NEC		668.00	49.44	173.04	494.96	33.80
10-1221-2120-1	CC Middle ETHIS/THIS		1,807.00	133.80	468.30	1,338.70	33.82
10-1221-2200-1	CC Middle Vision Insurance		304.00	29.36	124.47	179.53	45.77
10-1221-2210-1	CC Middle Life Insurance		345.00	30.80	129.00	216.00	41.86
10-1221-2220-1	CC Middle Health Insurance		26,989.00	2,615.36	11,168.44	15,820.56	46.23
10-1221-2230-1	CC Middle Dental Insurance		2,113.00	209.34	859.00	1,254.00	45.61
1221	Function 1221		204,841.00	16,900.82	84,678.07	120,162.93	45.73 ** Function
Function 1222							
10-1222-1100-1	CC JH Salaries		146,564.00	11,497.92	62,700.26	83,863.74	46.70
10-1222-2100-1	CC JH TRS		12,378.00	916.84	3,208.94	9,169.06	33.14
10-1222-2110-1	CC JH NEC		798.00	59.08	206.78	591.22	33.13
10-1222-2120-1	CC JH ETHIS/THIS		2,160.00	159.94	559.79	1,600.21	33.13
10-1222-2200-1	CC JH Vision Insurance		159.00	13.20	66.00	93.00	45.66
10-1222-2210-1	CC JH Life Insurance		213.00	18.48	83.76	129.24	43.66
10-1222-2220-1	CC JH Health Insurance		14,091.00	1,168.24	5,912.72	8,178.28	46.11
10-1222-2230-1	CC JH Dental Insurance		1,101.00	92.80	450.80	650.20	45.16
1222	Function 1222		177,464.00	13,926.50	73,189.05	104,274.95	45.47 ** Function
Special Education Programs Pre-K							
10-1225-1100-1	Pre School Salary		38,003.00	3,275.14	16,240.81	21,762.19	47.04
10-1225-2100-1	Pre School TRS		3,126.00	231.54	810.39	2,315.61	29.63
10-1225-2110-1	Pre School NEC		202.00	14.92	52.22	149.78	29.54
10-1225-2120-1	Pre School ETHIS/THIS		546.00	40.38	141.33	404.67	29.58
10-1225-2200-1	Pre School Vision Insurance		7.00	0.00	6.60	0.40	94.29

Spring Valley District 99 Expenditure Repo

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Spring Valley CCSD 99

Education Fund 10						
Fund	10	Education Fund				
Function	1225	Special Education Programs Pre-K				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-1225-2210-1	Pre School Life Insurance	71.00	6.16	27.92	43.08	43.66
10-1225-2220-1	Pre School Health Insurance	597.00	0.00	596.04	0.96	99.84
10-1225-2230-1	Pre School Dental Insurance	45.00	0.00	44.20	0.80	98.22
10-1225-4100-1	Pre School Supplies	400.00	0.00	225.00	175.00	56.25
1225	Special Education Programs Pre-K	42,997.00	3,568.14	18,144.51	24,852.49	46.35 ** Function
Remedial and Supplemental Programs K-12						
10-1250-1100-26	Title I Salary	111,248.00	8,550.52	47,118.82	64,129.18	46.20
10-1250-2100-26	Title I TRS	11,417.00	845.64	2,959.74	8,457.26	29.63
10-1250-2101-26	Title I Federal TRS	13,446.00	996.00	3,486.00	9,960.00	29.63
10-1250-2110-26	Title I NEC	736.00	54.48	190.68	545.32	29.61
10-1250-2120-26	Title I ETHIS/THIS	1,992.00	147.52	516.32	1,475.68	29.62
10-1250-2210-26	Title I Life Insurance	142.00	12.21	55.73	86.27	43.58
10-1250-4100-26	Title I Supplies	200.00	0.00	153.90	46.10	76.95
1250	Remedial and Supplemental Programs K-12	139,181.00	10,606.37	54,481.19	84,699.81	42.95 ** Function
Interscholastic Programs						
10-1500-1100-1	Extracurricular Salaries	70,000.00	335.69	5,759.83	64,240.17	35.46
10-1500-2100-1	Extracurricular TRS	5,000.00	7.62	81.80	4,918.20	39.27
10-1500-2110-1	Extracurricular NEC	300.00	0.49	5.27	294.73	42.17
10-1500-2120-1	Extracurricular ETHIS/THIS	900.00	1.33	14.27	885.73	38.06
10-1500-3100-1	Extracurricular Purchased Service	15,000.00	5,500.00	9,060.00	5,940.00	60.40
10-1500-4100-1	Extracurricular Supplies	8,000.00	522.81	7,162.39	837.61	89.53
10-1500-6100-1	Extracurricular Fees	4,000.00	235.00	1,390.00	2,610.00	34.75
1500	Interscholastic Programs	103,200.00	6,602.94	23,473.56	79,726.44	43.48 ** Function
Bilingual Programs						
10-1800-1100-38	Bi-Lingual Salaries	115,074.00	9,234.46	47,981.04	67,092.96	45.71
10-1800-2100-38	Bi-Lingual TRS	9,331.00	691.14	2,418.99	6,912.01	34.29
10-1800-2110-38	Bi-Lingual NEC	602.00	44.54	155.89	446.11	34.25
10-1800-2120-38	Bi-Lingual ETHIS/THIS	1,628.00	120.58	422.03	1,205.97	34.29
10-1800-2200-38	Bi-Lingual Vision Insurance	159.00	13.20	59.40	99.60	41.51
10-1800-2210-38	Bi-Lingual Life Insurance	213.00	18.48	78.56	134.44	41.22
10-1800-2220-38	Bi-Lingual Health Insurance	14,091.00	1,168.24	5,316.68	8,774.32	41.88
10-1800-2230-38	Bi-Lingual Dental Insurance	1,101.00	92.80	406.60	694.40	41.14
10-1800-4100-38	Bi-Lingual Supplies	500.00	0.00	190.00	310.00	38.00
1800	Bilingual Programs	142,699.00	11,383.44	57,029.19	85,669.81	44.33 ** Function
Guidance Services						
10-2120-1100-1	Guidance Salary	127,159.00	9,990.08	52,232.52	74,926.48	45.00
10-2120-2100-1	Guidance TRS	13,339.00	988.02	3,458.07	9,880.93	31.26
10-2120-2110-1	Guidance NEC	860.00	63.68	222.88	637.12	31.25

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	2120	Guidance Services					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-2120-2120-1		Guidance ETHIS/THIS	2,327.00	172.36	603.26	1,723.74	31.26
10-2120-2200-1		Guidance Vision Insurance	119.00	9.90	49.50	69.50	45.76
10-2120-2210-1		Guidance Life Insurance	142.00	12.32	55.84	86.16	43.66
10-2120-2220-1		Guidance Health Insurance	10,564.00	875.82	4,432.68	6,131.32	46.11
10-2120-2230-1		Guidance Dental Insurance	987.00	83.18	404.02	582.98	45.15
2120	Guidance Services		155,497.00	12,195.36	61,458.77	94,038.23	43.62
							** Function
Health Services							
10-2130-1100-1		Nurse Salary	0.00	2,615.75	14,413.00	(14,413.00)	0.00
10-2130-2210-1		Nurse Life Insurance	71.00	6.16	27.92	43.08	43.66
10-2130-3100-1		Nurse Purchased Service	500.00	0.00	163.75	336.25	32.75
10-2130-4100-1		Nurse Supplies	1,000.00	0.00	719.38	280.62	71.94
10-2130-5100-1		Nurse Capital Outlay	4,800.00	0.00	4,832.98	(32.98)	100.69
2130	Health Services		6,371.00	2,621.91	20,157.03	(13,786.03)	336.96
							** Function
Speech Pathology/Audio Services							
10-2150-1100-1		Speech Salary	116,916.00	8,917.48	50,034.56	66,881.44	46.61
10-2150-2100-1		Speech TRS	11,907.00	881.94	3,086.79	8,820.21	31.45
10-2150-2110-1		Speech NEC	768.00	56.84	198.94	569.06	31.43
10-2150-2120-1		Speech ETHIS/THIS	2,077.00	153.86	538.51	1,538.49	31.46
10-2150-2200-1		Speech Vision Insurance	80.00	6.60	33.00	47.00	45.38
10-2150-2210-1		Speech Life Insurance	142.00	12.32	55.84	86.16	43.66
10-2150-2220-1		Speech Health Insurance	7,046.00	584.12	2,956.36	4,089.64	46.10
10-2150-2230-1		Speech Dental Insurance	551.00	46.40	225.40	325.60	45.12
10-2150-3100-1		Speech Purchased Service	100.00	0.00	0.00	100.00	0.00
10-2150-4100-1		Speech Supplies	500.00	0.00	0.00	500.00	0.00
10-2150-4100-58		ESSER Grant Speech Supplies	1,295.00	0.00	1,292.03	2.97	99.77
10-2150-6100-1		Speech Dues & Fees	500.00	0.00	0.00	500.00	0.00
2150	Speech Pathology/Audio Services		141,882.00	10,659.56	58,421.43	83,460.57	45.12
							** Function
Improvement of Instruction Serv							
10-2210-3100-1		Regular Staff Development	0.00	0.00	159.60	(159.60)	0.00
10-2210-3100-20		Title II Staff Development	4,200.00	0.00	1,934.98	2,265.02	46.07
10-2210-3100-25		Title IV Staff Development	1,000.00	0.00	0.00	1,000.00	0.00
10-2210-3100-58		ESSER Grant Staff Development	6,000.00	0.00	5,000.00	1,000.00	83.33
2210	Improvement of Instruction Serv		11,200.00	0.00	7,094.58	4,105.42	63.34
							** Function
Educational Media Services							
10-2220-1100-1		Library Salaries	75,381.00	6,043.32	33,078.26	42,302.74	47.89
10-2220-1101-1		Summer Library Salaries	1,700.00	0.00	1,696.02	3.98	99.77
10-2220-2100-1		Library TRS	4,947.00	377.38	1,320.83	3,626.17	34.91
10-2220-2110-1		Library NEC	319.00	24.32	85.12	233.88	34.89

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	2220	Educational Media Services					
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	
10-2220-2120-1	Library ETHIS/THIS	863.00	65.84	230.44	632.56	34.92	
10-2220-2200-1	Library Vision Insurance	235.00	19.60	97.94	137.06	45.85	
10-2220-2210-1	Library Life Insurance	142.00	12.32	55.84	86.16	43.66	
10-2220-2220-1	Library Health Insurance	20,973.00	1,738.80	8,800.44	12,172.56	46.11	
10-2220-2230-1	Library Dental Insurance	1,899.00	160.12	777.80	1,121.20	45.17	
10-2220-3100-1	Library Software Services	4,500.00	0.00	1,132.40	3,367.60	25.16	
10-2220-3100-58	ESSER Grant Purchased Service	1,720.00	0.00	1,717.70	2.30	99.87	
10-2220-3300-1	Library Travel	100.00	0.00	0.00	100.00	0.00	
10-2220-4100-1	Library Supplies	9,000.00	18.18	8,304.32	695.68	92.27	
10-2220-4100-58	ESSER Grant Library Supplies	3,192.00	45.38	3,198.22	(6.22)	100.19	
10-2220-4105-1	Accelerated Reader Supplies	4,500.00	0.00	0.00	4,500.00	0.00	
10-2220-4200-1	Library Per Capita Grant	850.00	0.00	0.00	850.00	0.00	
10-2220-5100-58	ESSER Capital Outlay	3,000.00	0.00	2,999.00	1.00	99.97	
10-2220-6100-1	Library Dues & Fees	100.00	0.00	0.00	100.00	0.00	
2220	Educational Media Services	133,421.00	8,505.26	63,494.33	69,926.67	50.96	** Function
Service Area Direction							
10-2221-3100-1	Computer Purchased Service	10,000.00	0.00	37.95	9,962.05	0.38	
10-2221-3250-1	Tech Lease Payment	36,321.00	0.00	36,321.06	(0.06)	100.00	
10-2221-4100-1	Computer Supplies	75,000.00	2,005.49	44,416.72	30,583.28	59.22	
10-2221-4200-1	Computer Software	35,000.00	1,140.00	5,285.04	29,714.96	15.10	
10-2221-5100-1	Computer Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00	
2221	Service Area Direction	166,321.00	3,145.49	86,060.77	80,260.23	51.74	** Function
Audio-Visual Services							
10-2223-1100-1	Tech Specialist Salary	91,520.00	7,040.00	38,720.00	52,800.00	46.15	
10-2223-2200-1	Tech Specialist Vision Insurance	233.00	19.36	96.80	136.20	45.70	
10-2223-2210-1	Tech Specialist Life Insurance	71.00	6.16	27.92	43.08	43.66	
10-2223-2220-1	Tech Specialist Health Insurance	20,809.00	1,725.24	8,731.74	12,077.26	46.11	
10-2223-2230-1	Teach Specialist Dental Insurance	2,147.00	181.04	879.34	1,267.66	45.17	
2223	Audio-Visual Services	114,780.00	8,971.80	48,455.80	66,324.20	46.12	** Function
Computer-Assisted Inst							
10-2225-1100-1	Tech Coordinator Salary	53,390.00	4,342.40	23,883.20	29,506.80	48.80	
10-2225-2200-1	Tech Coordinator Vision Insurance	159.00	9.90	49.50	109.50	34.25	
10-2225-2210-1	Tech Coordinator Life Insurance	71.00	6.16	27.92	43.08	43.66	
10-2225-2220-1	Tech Coordinator Health Insurance	10,564.00	875.82	4,432.68	6,131.32	46.11	
10-2225-2230-1	Tech Coordinator Dental Insurance	987.00	83.18	404.02	582.98	45.15	
2225	Computer-Assisted Inst	65,171.00	5,317.46	28,797.32	36,373.68	48.27	** Function
Assessment/Testing							
10-2230-3100-25	Title IV Testing Purchased Service	5,120.00	0.00	5,120.00	0.00	100.00	

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	2230	Assessment/Testing					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-2230-3100-58		ESSER Testing Purchased Service	2,574.00	0.00	2,574.00	0.00	100.00
2230	Assessment/Testing		7,694.00	0.00	7,694.00	0.00	100.00 ** Function
Board of Education Services							
10-2310-1100-1		Board Secretary Salary	1,800.00	138.46	761.53	1,038.47	46.15
10-2310-1101-1		Board Treasurer Salary	1,800.00	138.46	761.53	1,038.47	46.15
10-2310-3170-1		Board Audit Services	12,000.00	0.00	11,800.00	200.00	98.33
10-2310-3180-1		Board Legal Services	4,000.00	0.00	75.00	3,925.00	1.88
10-2310-3300-1		Board Travel	6,000.00	4,039.10	5,522.30	477.70	92.04
10-2310-3500-1		Board Legal Advertising	1,500.00	0.00	0.00	1,500.00	0.00
10-2310-3800-1		Board Bond Insurance	5,000.00	0.00	124.00	4,876.00	2.48
10-2310-3900-1		Board Other Purchased Service	45,000.00	26,398.46	35,724.20	9,275.80	79.39
10-2310-4100-1		Board Supplies	5,000.00	7.46	1,009.48	3,990.52	20.19
10-2310-6100-1		Board Dues & Fees	9,000.00	179.49	2,250.01	6,749.99	25.00
2310	Board of Education Services		91,100.00	30,901.43	58,028.05	33,071.95	63.85 ** Function
Executive Admin Services							
10-2320-1100-1		Superintendent Salary	132,680.00	10,378.24	57,080.32	75,599.68	46.93
10-2320-1101-1		Sup` t Secretary Salary	53,708.00	4,226.96	23,248.28	30,459.72	47.22
10-2320-2100-1		Superintendent TRS	13,344.00	1,026.42	5,645.31	7,698.69	49.41
10-2320-2110-1		Superintendent NEC	860.00	66.14	363.77	496.23	49.41
10-2320-2120-1		Superintendent ETHIS/THIS	2,328.00	179.06	984.83	1,343.17	49.41
10-2320-2200-1		Sup` t & Secretary Vision Insurance	233.00	19.36	96.80	136.20	45.70
10-2320-2210-1		Sup` t & Secretary Life Insurance	259.00	21.76	105.92	153.08	45.10
10-2320-2220-1		Sup` t & Secretary Health Insurance	20,809.00	1,725.24	8,731.80	12,077.20	46.11
10-2320-2230-1		Sup` t & Secretary Dental Insurance	2,147.00	181.04	879.34	1,267.66	45.17
10-2320-3300-1		Sup` t & Secretary Travel	500.00	0.00	115.28	384.72	23.06
10-2320-4100-1		Superintendent Office Supply	250.00	0.00	194.66	55.34	77.86
10-2320-6100-1		Superintendent Dues & Fees	2,500.00	0.00	525.00	1,975.00	21.00
2320	Executive Admin Services		229,618.00	17,824.22	97,971.31	131,646.69	46.78 ** Function
Office Of Principal Serv							
10-2410-1100-1		Principal Salary	166,933.00	13,156.32	73,514.86	93,418.14	47.98
10-2410-1101-1		Princ Secretary Salary	72,669.00	5,869.51	32,093.09	40,575.91	48.20
10-2410-2100-1		Principal TRS	16,916.00	1,326.76	7,411.42	9,504.58	52.83
10-2410-2110-1		Principal NEC	1,091.00	85.50	477.61	613.39	52.78
10-2410-2120-1		Principal ETHIS/THIS	2,951.00	231.45	1,292.93	1,658.07	52.83
10-2410-2200-1		Princ & Secretary Vision Insurance	544.00	45.32	226.60	317.40	45.82
10-2410-2210-1		Princ & Secretary Life Insurance	517.00	43.52	211.84	305.16	45.18
10-2410-2220-1		Princ & Secretary Health Insurance	48,663.00	4,034.60	20,419.96	28,243.04	46.11
10-2410-2230-1		Princ & Secretary Dental Insurance	4,844.00	408.48	1,984.08	2,859.92	45.18
10-2410-2300-1		Principal Tuition Reimbursement	0.00	0.00	0.00	0.00	0.00

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	2410	Office Of Principal Serv					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-2410-3300-1	Princ & Secretary Travel		250.00	0.00	0.00	250.00	0.00
10-2410-4100-1	Principal Supplies		500.00	0.00	210.51	289.49	42.10
10-2410-6100-1	Principal Dues & Fees		1,000.00	0.00	389.00	611.00	38.90
2410	Office Of Principal Serv		316,878.00	25,201.46	138,231.90	178,646.10	47.94 ** Function
Fiscal Services							
10-2520-1100-1	Bookkeeper Salary		54,556.00	4,531.91	24,925.48	29,630.52	49.84
10-2520-2200-1	Bookkeeper Vision Insurance		159.00	9.90	49.50	109.50	34.25
10-2520-2210-1	Bookkeeper Life Insurance		71.00	6.16	27.92	43.08	43.66
10-2520-2220-1	Bookkeeper Health Insurance		10,564.00	875.82	4,432.68	6,131.32	46.11
10-2520-2230-1	Bookkeeper Dental Insurance		987.00	83.18	404.02	582.98	45.15
10-2520-3100-1	Bookkeeper Purchased Service		9,000.00	0.00	481.03	8,518.97	5.34
10-2520-4100-1	Bookkeeper Supplies		500.00	0.00	0.00	500.00	0.00
2520	Fiscal Services		75,837.00	5,506.97	30,320.63	45,516.37	43.61 ** Function
Food Services							
10-2560-1100-1	Food Service Salaries		95,064.00	7,939.05	40,406.16	54,657.84	46.52
10-2560-1200-1	Food Service Substitute		4,000.00	283.80	1,475.76	2,524.24	38.31
10-2560-2200-1	Food Service Vision Insurance		159.00	13.20	66.00	93.00	45.66
10-2560-2210-1	Food Service Life Insurance		213.00	18.48	83.76	129.24	43.66
10-2560-2220-1	Food Service Health Insurance		14,091.00	1,168.24	5,912.72	8,178.28	46.11
10-2560-2230-1	Food Service Dental Insurance		1,101.00	92.80	450.80	650.20	45.16
10-2560-4100-1	Food Supplies		80,000.00	10,895.73	35,323.03	44,676.97	44.15
10-2560-4101-1	Milk		30,000.00	3,998.20	10,736.07	19,263.93	35.79
10-2560-4100-16	ECE Supplies		1,700.00	119.43	253.09	1,446.91	14.89
10-2560-4200-1	Non-Food Supplies		5,000.00	858.51	1,171.49	3,828.51	23.43
2560	Food Services		231,328.00	25,387.44	95,878.88	135,449.12	43.40 ** Function
Internal Services							
10-2570-3250-1	Copy Machine Rental		20,000.00	1,592.86	8,150.99	11,849.01	40.75
10-2570-4100-1	Internal Supplies		750.00	0.00	205.00	545.00	27.33
2570	Internal Services		20,750.00	1,592.86	8,355.99	12,394.01	40.27 ** Function
Other Support Services							
10-2900-3100-1	Investment Fees		4,500.00	0.00	0.00	4,500.00	0.00
2900	Other Support Services		4,500.00	0.00	0.00	4,500.00	0.00 ** Function
Community Services							
10-3000-4100-26	Title I Reading Night Supplies		532.00	367.82	367.82	164.18	69.14
3000	Community Services		532.00	367.82	367.82	164.18	69.14 ** Function
Payments Sp Ed Programs							
10-4120-3100-1	BMP Joint Agreement Assessment		422,800.00	0.00	211,400.00	211,400.00	50.00

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Fund	10	Education Fund					
Function	4120	Payments Sp Ed Programs					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
10-4120-3400-1	Vision & Hearing Services		10,000.00	0.00	0.00	10,000.00	0.00
10-4120-6700-1	Spec Ed Tuition - Other Schools		20,000.00	3,325.00	10,975.00	9,025.00	54.88
4120	Payments Sp Ed Programs		452,800.00	3,325.00	222,375.00	230,425.00	49.11
							** Function
<u>Other Interest on Short-Term Debt</u>							
10-5150-6100	Interest on Bonds		179,278.00	0.00	89,638.75	89,639.25	50.00
5150	Other Interest on Short-Term Debt		179,278.00	0.00	89,638.75	89,639.25	50.00
							** Function
10	Education Fund		6,976,113.00	476,875.19	2,972,034.37	4,004,078.63	46.63
							* Fund
10	Education Fund		6,976,113.00	476,875.19	2,972,034.37	4,004,078.63	46.63
							Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Oper, Build, & Maint Fund 20							
Fund	20	Oper, Build, & Maint Fund					
Function	2540	Oper and Maint of Plant Services					
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	
Oper, Build, & Maint Fund							
Oper and Maint of Plant Services							
20-2540-1100-1	Custodian Salaries	147,992.00	13,827.20	72,197.31	75,794.69	53.22	
20-2540-1101-1	Summer Custodian Salaries	19,500.00	0.00	19,058.17	441.83	97.73	
20-2540-2200-1	Custodian Vision Insurance	185.00	13.20	77.31	107.69	45.36	
20-2540-2210-1	Custodian Life Insurance	224.00	18.48	93.51	130.49	45.87	
20-2540-2220-1	Custodian Health Insurance	15,878.00	1,168.24	6,933.76	8,944.24	47.35	
20-2540-2230-1	Custodian Dental Insurance	1,259.00	92.80	756.71	502.29	63.79	
20-2540-3100-1	Telephone & Internet	20,000.00	1,722.42	6,802.20	13,197.80	34.01	
20-2540-3200-1	Grounds Upkeep Services	45,000.00	50.00	6,967.20	38,032.80	15.48	
20-2540-3201-1	Building Upkeep Services	125,000.00	186.01	68,883.47	56,116.53	55.11	
20-2540-3202-1	Equipment Upkeep Services	28,000.00	2,746.49	16,564.76	11,435.24	59.16	
20-2540-3700-1	Water	7,500.00	854.81	3,161.23	4,338.77	42.15	
20-2540-4100-1	Building Supply	35,000.00	4,036.99	14,138.73	20,861.27	40.40	
20-2540-4100-58	ESSER Grant Supplies	3,089.00	0.00	0.00	3,089.00	0.00	
20-2540-4605-1	Gas	30,000.00	0.00	0.00	30,000.00	0.00	
20-2540-4606-1	Electricity	90,000.00	11,866.49	31,924.02	58,075.98	35.47	
2540	Oper and Maint of Plant Services	568,627.00	36,583.13	247,558.38	321,068.62	44.80	** Function
Other Support Services							
20-2900-3100-1	Investment Fees	1,000.00	0.00	0.00	1,000.00	0.00	
2900	Other Support Services	1,000.00	0.00	0.00	1,000.00	0.00	** Function
20	Oper, Build, & Maint Fund	569,627.00	36,583.13	247,558.38	322,068.62	44.72	* Fund
20	Oper, Build, & Maint Fund	569,627.00	36,583.13	247,558.38	322,068.62	44.72	Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Debt Service Fund or Fund Group 30							
Fund	30	Debt Service Fund or Fund Group					
Function	5200	Debt Service - Interest on Long-Term Debt					
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	
Debt Service Fund or Fund Group							
Debt Service - Interest on Long-Term Debt							
30-5200-6000-1	Interest on Bonds	64,350.00	0.00	35,475.00	28,875.00	55.13	
5200	Debt Service - Interest on Long-Term Debt	64,350.00	0.00	35,475.00	28,875.00	55.13	** Function
Teachers/Employees Orders							
30-5300-6000-1	Principal on Bonds	440,000.00	0.00	440,000.00	0.00	100.00	
5300	Teachers/Employees Orders	440,000.00	0.00	440,000.00	0.00	100.00	** Function
30	Debt Service Fund or Fund Group	504,350.00	0.00	475,475.00	28,875.00	94.27	* Fund
30	Debt Service Fund or Fund Group	504,350.00	0.00	475,475.00	28,875.00	94.27	Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Transportation Fund 40						
Fund	40	Transportation Fund				
Function	2550	Pupil Transportation Services				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
Transportation Fund						
<u>Pupil Transportation Services</u>						
40-2550-3100-16	ECE Transportation	110,000.00	12,921.52	31,283.68	78,716.32	28.44
40-2550-3310-1	Spec Ed Transportation	120,000.00	21,323.10	62,883.65	57,116.35	52.40
40-2550-3311-1	Regular Transportation	185,000.00	26,856.47	68,634.54	116,365.46	37.10
40-2550-3312-1	Extracurricular Transportation	20,000.00	2,656.05	7,967.55	12,032.45	39.84
40-2550-3313-1	Field Trip Transportation	18,000.00	1,214.45	1,788.80	16,211.20	9.94
40-2550-4100-1	Transportation Supplies	30,000.00	3,019.12	9,526.59	20,473.41	31.76
2550	Pupil Transportation Services	483,000.00	67,990.71	182,084.81	300,915.19	37.70
						** Function
<u>Other Support Services</u>						
40-2900-3100-1	Investment Fees	100.00	0.00	0.00	100.00	0.00
2900	Other Support Services	100.00	0.00	0.00	100.00	0.00
						** Function
40	Transportation Fund	483,100.00	67,990.71	182,084.81	301,015.19	37.69
						* Fund
40	Transportation Fund	483,100.00	67,990.71	182,084.81	301,015.19	37.69
						Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

I.M.R.F./Soc. Sec. Fund 50						
Fund	50	I.M.R.F./Soc. Sec. Fund				
Function	1110	Regular Programs				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget

I.M.R.F./Soc. Sec. Fund

Regular Programs

50-1110-2120-1	Regular IMRF	3,135.00	197.20	1,497.78	1,637.22	50.92	
50-1110-2120-12	Insurance Stipend IMRF	1,000.00	0.00	0.00	1,000.00	204.82	
50-1110-2130-1	Regular FICA	3,385.00	226.84	1,772.38	1,612.62	55.71	
50-1110-2130-12	Insurance Stipend FICA	3,000.00	0.00	0.00	3,000.00	78.54	
50-1110-2140-1	Regular Medicare	25,005.00	1,844.78	10,363.48	14,641.52	45.13	
50-1110-2140-12	Insurance Stipend Medicare	500.00	0.00	0.00	500.00	57.42	
50-1110-2140-58	ESSER Medicare	23.00	0.00	301.44	(278.44)	1,310.61	
1110	Regular Programs	36,048.00	2,268.82	13,935.08	22,112.92	54.81	** Function

Function 1111

50-1111-2130-1	Substitute FICA	750.00	91.20	531.59	218.41	79.49	
50-1111-2140-1	Substitute Medicare	1,000.00	113.74	332.24	667.76	38.54	
1111	Function 1111	1,750.00	204.94	863.83	886.17	56.09	** Function

Pre-K Programs

50-1125-2120-16	ECE IMRF	3,213.00	230.26	1,260.27	1,952.73	42.81	
50-1125-2130-16	ECE FICA	3,437.00	264.88	1,449.76	1,987.24	46.03	
50-1125-2140-16	ECE Medicare	1,099.00	77.12	403.19	695.81	40.20	
1125	Pre-K Programs	7,749.00	572.26	3,113.22	4,635.78	43.87	** Function

Infant/Toddler (I/T)

50-1215-2120-1	Life Skills IMRF	6,804.00	466.68	2,484.93	4,319.07	39.95	
50-1215-2130-1	Life Skills FICA	7,277.00	536.86	2,871.37	4,405.63	43.15	
50-1215-2140-1	Life Skills Medicare	1,377.00	97.92	545.12	831.88	43.14	
1215	Infant/Toddler (I/T)	15,458.00	1,101.46	5,901.42	9,556.58	41.74	** Function

Cross-Categorical (Cc)

50-1220-2120-1	CC Primary IMRF	2,539.00	195.38	1,133.60	1,405.40	48.50	
50-1220-2130-1	CC Primary FICA	2,701.00	224.76	1,304.05	1,396.95	52.44	
50-1220-2140-1	CC Primary Medicare	1,184.00	90.66	503.23	680.77	46.33	
1220	Cross-Categorical (Cc)	6,424.00	510.80	2,940.88	3,483.12	49.76	** Function

Function 1221

50-1221-2120-1	CC Middle IMRF	4,745.00	353.10	1,750.99	2,994.01	40.62	
50-1221-2130-1	CC Middle FICA	9,324.00	382.82	1,967.55	7,356.45	23.15	
50-1221-2140-1	CC Middle Medicare	1,464.00	112.46	619.73	844.27	46.17	
1221	Function 1221	15,533.00	848.38	4,338.27	11,194.73	30.66	** Function

Function 1222

50-1222-2120-1	CC JH IMRF	2,073.00	148.14	816.25	1,256.75	42.95	
50-1222-2130-1	CC JH FICA	2,218.00	170.40	938.96	1,279.04	46.17	

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

I.M.R.F./Soc. Sec. Fund 50							
Fund	50	I.M.R.F./Soc. Sec. Fund					
Function	1222	Function 1222					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
50-1222-2140-1	CC JH Medicare		1,739.00	134.42	731.19	1,007.81	45.91
1222	Function 1222		6,030.00	452.96	2,486.40	3,543.60	44.99 ** Function
Special Education Programs Pre-K							
50-1225-2120-1	Pre School IMRF		869.00	62.10	342.19	526.81	42.95
50-1225-2130-1	Pre School FICA		930.00	71.44	393.68	536.32	46.17
50-1225-2140-1	Pre School Medicare		416.00	33.94	160.83	255.17	42.74
1225	Special Education Programs Pre-K		2,215.00	167.48	896.70	1,318.30	44.26 ** Function
Remedial and Supplemental Programs K-12							
50-1250-2140-26	Title I Medicare		1,614.00	121.15	668.83	945.17	45.19
1250	Remedial and Supplemental Programs K-12		1,614.00	121.15	668.83	945.17	45.19 ** Function
Interscholastic Programs							
50-1500-2120-1	Extracurricular IMRF		300.00	0.00	0.00	300.00	0.00
50-1500-2130-1	Extracurricular FICA		1,200.00	0.00	268.52	931.48	22.38
50-1500-2140-1	Extracurricular Medicare		1,000.00	1.06	11.94	988.06	28.65
1500	Interscholastic Programs		2,500.00	1.06	280.46	2,219.54	22.20 ** Function
Bilingual Programs							
50-1800-2120-38	Bi-Lingual IMRF		2,090.00	149.36	822.96	1,267.04	42.95
50-1800-2130-38	Bi-Lingual FICA		2,236.00	171.84	946.80	1,289.20	46.19
50-1800-2140-38	Bi-Lingual Meciare		1,277.00	101.34	516.31	760.69	44.40
1800	Bilingual Programs		5,603.00	422.54	2,286.07	3,316.93	44.57 ** Function
Guidance Services							
50-2120-2140-1	Guidance Medicare		1,844.00	140.04	733.13	1,110.87	43.55
2120	Guidance Services		1,844.00	140.04	733.13	1,110.87	43.55 ** Function
Health Services							
50-2130-2120-1	Nurse IMRF		2,434.00	173.94	958.43	1,475.57	42.95
50-2130-2130-1	Nurse FICA		2,604.00	200.10	1,102.59	1,501.41	46.18
2130	Health Services		5,038.00	374.04	2,061.02	2,976.98	44.62 ** Function
Speech Pathology/Audio Services							
50-2150-2140-1	Speech Medicare		1,696.00	128.72	722.47	973.53	46.39
2150	Speech Pathology/Audio Services		1,696.00	128.72	722.47	973.53	46.39 ** Function
Educational Media Services							
50-2220-2120-1	Library IMRF		2,073.00	148.14	929.03	1,143.97	48.39
50-2220-2130-1	Library FICA		2,218.00	170.40	1,068.71	1,149.29	52.02
50-2220-2140-1	Library Medicare		699.00	45.98	254.56	444.44	39.71
2220	Educational Media Services		4,990.00	364.52	2,252.30	2,737.70	48.79 ** Function

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

I.M.R.F./Soc. Sec. Fund 50							
Fund	50	I.M.R.F./Soc. Sec. Fund					
Function	2223	Audio-Visual Services					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
Audio-Visual Services							
50-2223-2120-1	Tech Specialist IMRF		6,544.00	468.16	2,574.88	3,969.12	42.92
50-2223-2130-1	Tech Specialist FICA		7,002.00	538.56	2,962.08	4,039.92	46.15
2223	Audio-Visual Services		13,546.00	1,006.72	5,536.96	8,009.04	44.59 ** Function
Computer-Assisted Inst							
50-2225-2120-1	Tech Coordinator IMRF		4,037.00	288.76	1,588.18	2,448.82	42.92
50-2225-2130-1	Tech Coordinator FICA		4,319.00	306.82	1,699.24	2,619.76	42.90
2225	Computer-Assisted Inst		8,356.00	595.58	3,287.42	5,068.58	42.91 ** Function
Board of Education Services							
50-2310-2130-1	Board FICA		250.00	10.60	58.30	191.70	25.44
2310	Board of Education Services		250.00	10.60	58.30	191.70	25.44 ** Function
Executive Admin Services							
50-2320-2120-1	Sup't Secretary IMRF		3,929.00	290.30	1,596.65	2,332.35	44.33
50-2320-2130-1	Sup't Secretary FICA		4,204.00	333.96	1,836.78	2,367.22	47.66
50-2320-2140-1	Superintendent Medicare		1,957.00	149.32	823.19	1,133.81	45.88
2320	Executive Admin Services		10,090.00	773.58	4,256.62	5,833.38	46.02 ** Function
Office Of Principal Serv							
50-2410-2120-1	Princ Secretary IMRF		5,502.00	390.32	2,134.18	3,367.82	42.34
50-2410-2130-1	Princ Secretary FICA		5,823.00	449.00	2,455.04	3,367.96	46.02
50-2410-2140-1	Principal Medicare		2,474.00	194.52	1,086.60	1,387.40	47.85
2410	Office Of Principal Serv		13,799.00	1,033.84	5,675.82	8,123.18	44.88 ** Function
Fiscal Services							
50-2520-2120-1	Bookkeeper IMRF		4,211.00	301.38	1,657.59	2,553.41	42.94
50-2520-2130-1	Bookkeeper FICA		4,506.00	321.31	1,778.91	2,727.09	43.04
2520	Fiscal Services		8,717.00	622.69	3,436.50	5,280.50	42.99 ** Function
Oper and Maint of Plant Services							
50-2540-2120-1	Custodian IMRF		10,885.00	919.50	5,087.87	5,797.13	50.75
50-2540-2130-1	Custodian FICA		11,657.00	1,057.79	6,651.58	5,005.42	61.37
2540	Oper and Maint of Plant Services		22,542.00	1,977.29	11,739.45	10,802.55	56.24 ** Function
Food Services							
50-2560-2120-1	Food Service IMRF		6,316.00	451.48	2,489.82	3,826.18	42.99
50-2560-2130-1	Food Service FICA		7,453.00	629.04	3,203.96	4,249.04	46.97
2560	Food Services		13,769.00	1,080.52	5,693.78	8,075.22	45.14 ** Function
Other Support Services							
50-2900-3100-1	Investment Fees		200.00	0.00	0.00	200.00	0.00

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

I.M.R.F./Soc. Sec. Fund 50									
Fund	50	I.M.R.F./Soc. Sec. Fund							
Function	2900	Other Support Services							
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget			
2900	Other Support Services	200.00	0.00	0.00	200.00	0.00	**	Function	
50	I.M.R.F./Soc. Sec. Fund	205,761.00	14,779.99	83,164.93	122,596.07	46.40	*	Fund	
50	I.M.R.F./Soc. Sec. Fund	205,761.00	14,779.99	83,164.93	122,596.07	46.40		Fund	

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Capital Projects Fund or Fund Group 60							
Fund	60	Capital Projects Fund or Fund Group					
Function	2530	Facilities Acqu Const Services					
Account Number	Description		Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
Capital Projects Fund or Fund Group							
Facilities Acqu Const Services							
60-2530-3100-58	ESSER Construction Services		898,263.00	0.00	0.00	898,263.00	0.00
60-2530-6100-58	ESSER Construction Services		7,000.00	0.00	0.00	7,000.00	0.00
2530	Facilities Acqu Const Services		905,263.00	0.00	0.00	905,263.00	0.00
							** Function
Other Support Services							
60-2900-3100-1	Investment Fees		0.00	0.00	0.00	0.00	0.00
2900	Other Support Services		0.00	0.00	0.00	0.00	0.00
							** Function
60	Capital Projects Fund or Fund Group		905,263.00	0.00	0.00	905,263.00	0.00
							* Fund
60	Capital Projects Fund or Fund Group		905,263.00	0.00	0.00	905,263.00	0.00
							Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Working Cash Fund 70						
Fund	70	Working Cash Fund				
Function	8990	Function 8990				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget

Working Cash Fund

Function 8990

70-8990-6600-1	Permanent Transfer to Fund 40	0.00	0.00	0.00	0.00	0.00	
70-8990-6601-1	Permanent Transfer to Fund 50	0.00	0.00	0.00	0.00	0.00	
8990	Function 8990	0.00	0.00	0.00	0.00	0.00	** Function
70	Working Cash Fund	0.00	0.00	0.00	0.00	0.00	* Fund
70	Working Cash Fund	0.00	0.00	0.00	0.00	0.00	Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Tort Immunity and Judgment Fund 80						
Fund	80	Tort Immunity and Judgment Fund				
Function						
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
Tort Immunity and Judgment Fund						
80-1222-1100-1	CC JH Salaries	4,500.00	0.00	0.00	4,500.00	0.00
80-2130-1100-1	Nurse Salary	35,313.00	0.00	0.00	35,313.00	0.00
80-2220-1100-1	Library Salary	5,000.00	0.00	0.00	5,000.00	0.00
80-2310-3801-1	Liability Insurance	16,866.00	0.00	0.00	16,866.00	0.00
80-2310-3802-1	Property Insurance	40,642.00	0.00	0.00	40,642.00	0.00
80-2320-1100-1	Superintendent Salary	18,000.00	0.00	0.00	18,000.00	0.00
80-2320-1101-1	Sup` t Secretary Salary	7,000.00	0.00	0.00	7,000.00	0.00
80-2361-3800-1	Unemployment Insurance	0.00	0.00	0.00	0.00	0.00
Regular Programs						
80-1110-1100-1	Regular Salaries	4,000.00	0.00	0.00	4,000.00	0.00
1110	Regular Programs	4,000.00	0.00	0.00	4,000.00	0.00 ** Function
Infant/Toddler (I/T)						
80-1215-1100-1	Life Skills Salaries	8,000.00	0.00	0.00	8,000.00	0.00
1215	Infant/Toddler (I/T)	8,000.00	0.00	0.00	8,000.00	0.00 ** Function
Cross-Categorical (Cc)						
80-1220-1100-1	CC Primary Salaries	4,000.00	0.00	0.00	4,000.00	0.00
1220	Cross-Categorical (Cc)	4,000.00	0.00	0.00	4,000.00	0.00 ** Function
Function 1221						
80-1221-1100-1	CC Middle Salaries	10,000.00	0.00	0.00	10,000.00	0.00
1221	Function 1221	10,000.00	0.00	0.00	10,000.00	0.00 ** Function
Health Services						
80-2130-5100-1	Nurse Capital Outlay	0.00	0.00	0.00	0.00	0.00
2130	Health Services	0.00	0.00	0.00	0.00	0.00 ** Function
Computer-Assisted Inst						
80-2225-1100-1	Tech Coordinator Salary	5,000.00	0.00	0.00	5,000.00	0.00
2225	Computer-Assisted Inst	5,000.00	0.00	0.00	5,000.00	0.00 ** Function
Risk Management and Claims Services Payments						
80-2365-3100-1	Tort Purchased Service	0.00	0.00	68,007.80	(68,007.80)	0.00
2365	Risk Management and Claims Services Payments	0.00	0.00	68,007.80	(68,007.80)	0.00 ** Function
Educational, Inspectional, Sup Serv due to loss						
80-2367-4100-1	Tort Supplies	1,000.00	0.00	1,193.91	(193.91)	119.39
2367	Educational, Inspectional, Sup Serv due to loss	1,000.00	0.00	1,193.91	(193.91)	119.39 ** Function
Office Of Principal Serv						
80-2410-1100-1	Principal Salary	22,000.00	0.00	0.00	22,000.00	0.00
80-2410-1101-1	Princ Secretary Salaries	8,000.00	0.00	0.00	8,000.00	0.00

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Tort Immunity and Judgment Fund 80						
Fund	80	Tort Immunity and Judgment Fund				
Function	2410	Office Of Principal Serv				
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget
2410	Office Of Principal Serv	30,000.00	0.00	0.00	30,000.00	0.00 ** Function
Fiscal Services						
80-2520-1100-1	Bookkeeper Salary	4,500.00	0.00	0.00	4,500.00	0.00
2520	Fiscal Services	4,500.00	0.00	0.00	4,500.00	0.00 ** Function
Oper and Maint of Plant Services						
80-2540-1100-1	Custodian Salary	18,000.00	0.00	0.00	18,000.00	0.00
2540	Oper and Maint of Plant Services	18,000.00	0.00	0.00	18,000.00	0.00 ** Function
Food Services						
80-2560-1100-1	Food Service Salary	2,000.00	0.00	0.00	2,000.00	0.00
2560	Food Services	2,000.00	0.00	0.00	2,000.00	0.00 ** Function
Other Support Services						
80-2900-3100-1	Investment Fees	250.00	0.00	0.00	250.00	0.00
80-2310-3800-1	Worker's Compensation Insurance	21,212.00	0.00	0.00	21,212.00	0.00
2900	Other Support Services	21,462.00	0.00	0.00	21,462.00	0.00 ** Function
80	Tort Immunity and Judgment Fund	235,283.00	0.00	69,201.71	166,081.29	29.41 * Fund
80	Tort Immunity and Judgment Fund	235,283.00	0.00	69,201.71	166,081.29	29.41 Fund

Spring Valley District 99 Expenditure Repo

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Capital Improvement Fund 90							
Account Number	Description	Current Budget	M.T.D. Activity	Y.T.D. Activity	Budget Balance	% of Budget	

Capital Improvement Fund

Other Support Services

90-2900-3100-1	Investment Fees	500.00	0.00	0.00	500.00	0.00	
2900	Other Support Services	500.00	0.00	0.00	500.00	0.00	** Function
90	Capital Improvement Fund	500.00	0.00	0.00	500.00	0.00	* Fund
90	Capital Improvement Fund	500.00	0.00	0.00	500.00	0.00	Fund
Report Total:		9,879,997.00	596,229.02	4,029,519.20	5,850,477.80	43.83	

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10							
Source of Revenue	1000	General Levy					
Account Number	Description		Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy							
10-111000-1	Local Taxes - Education		950,296.00	356,698.81	939,743.69	10,552.31	98.89
10-113000-1	Local Taxes - Tech Lease		40,961.00	15,374.77	40,506.08	454.92	98.89
10-114000-1	Local Taxes - Spec Ed		16,384.00	6,149.99	16,202.41	181.59	98.89
10-151000-1	Interest on Investments		30,000.00	1,229.07	21,926.10	8,073.90	73.09
10-161100-1	Breakfast & Lunch		10,000.00	298.40	2,445.52	7,554.48	24.46
10-161400-1	Milk - Students		2,000.00	0.00	1,367.50	632.50	68.38
10-171100-1	Extracurricular Admissions		9,500.00	5,097.00	8,233.00	1,267.00	86.66
10-172000-1	Extracurricular/Organization Fees		8,500.00	365.00	7,883.03	616.97	92.74
10-172100-1	Technology Fees		15,000.00	380.00	13,050.00	1,950.00	87.00
10-179000-1	Yearbooks/Cap & Gown		7,500.00	0.00	20.00	7,480.00	0.27
10-181100-1	Registration Fees		25,000.00	185.90	22,692.43	2,307.57	90.77
10-199900-1	Other Revenue		50,000.00	85.45	13,559.77	36,440.23	27.12
10-199904-1	Student Locks		250.00	0.00	119.60	130.40	47.84
10-199906-1	Band Rental Fees		1,500.00	100.00	500.00	1,000.00	33.33
1000	General Levy		1,166,891.00	385,964.39	1,088,249.13	78,641.87	93.26
							* Source of Revenue
Revenue From State Sources							
10-300100-1	Evidence Based Funding		4,093,050.00	390,278.00	1,361,112.00	2,731,938.00	33.25
10-310000-1	Spec Ed Private Facility		15,000.00	0.00	13,996.62	1,003.38	93.31
10-312000-1	Spec Ed Orphanage		500.00	0.00	18,832.39	(18,332.39)	3,766.48
10-336000-1	State Lunch Reimbursement		3,000.00	408.04	2,720.74	279.26	90.69
10-370500-16	ECE Grant		155,619.00	20,000.00	92,341.00	63,278.00	59.34
10-399901-1	Library Per Capita Grant		0.00	0.00	0.00	0.00	0.00
3000	Revenue From State Sources		4,267,169.00	410,686.04	1,489,002.75	2,778,166.25	34.89
							* Source of Revenue
Revenue From Federal Sources							
10-410700-24	Rural Achievement Program		46,530.00	0.00	20,109.17	26,420.83	43.22
10-421000-1	Federal Lunch Reimbursement		250,000.00	30,525.45	78,314.80	171,685.20	31.33
10-422000-1	Federal Breakfast Reimbursement		50,000.00	8,986.59	23,262.68	26,737.32	46.53
10-430000-26	Title I Grant		299,517.00	0.00	155,638.00	143,879.00	51.96
10-440000-25	Title IV SSAE Grant		10,233.00	0.00	7,677.00	2,556.00	75.02
10-460000-1	Pre School Flow Through		7,146.00	0.00	1,787.00	5,359.00	25.01
10-462000-1	IDEA Flow Through		153,240.00	0.00	38,310.00	114,930.00	25.00
10-490900-23	Title III		0.00	0.00	749.00	(749.00)	0.00
10-493200-20	Title II Grant		24,831.00	0.00	29,014.00	(4,183.00)	116.85
10-499100-1	Medicaid Admin Outreach		15,000.00	0.00	6,749.36	8,250.64	45.00
10-499200-1	Medicaid Fee for Service		25,000.00	0.00	2,938.22	22,061.78	11.75
10-499800-30	Digital Equity		12,000.00	0.00	12,000.00	0.00	100.00
10-499800-58	ESSER		747,132.00	0.00	206,467.00	540,665.00	27.63
4000	Revenue From Federal Sources		1,640,629.00	39,512.04	583,016.23	1,057,612.77	35.54
							* Source of Revenue

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Education Fund 10						
Source of Revenue		Revenue From Federal Sources				
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
10	Education Fund	7,074,689.00	836,162.47	3,160,268.11	3,914,420.89	44.67
						Fund

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Oper, Build, & Maint Fund 20						
Source of Revenue		1000	General Levy			
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy						
20-111100-1	Local Taxes - Building	307,208.00	115,311.84	303,796.11	3,411.89	98.89
20-123000-1	Corporate Personal Prop Replace Tax	193,172.00	0.00	85,154.59	108,017.41	44.08
20-151000-1	Interest on Investments	10,000.00	562.25	11,201.02	(1,201.02)	112.01
20-196000-1	TIF Funds	20,000.00	0.00	0.00	20,000.00	0.00
20-199900-1	Other Revenue	30,000.00	0.00	100.00	29,900.00	0.33
1000	General Levy	560,380.00	115,874.09	400,251.72	160,128.28	71.43
Revenue From Federal Sources						
20-499800-58	ESSER	29,331.00	0.00	3,089.00	26,242.00	10.53
4000	Revenue From Federal Sources	29,331.00	0.00	3,089.00	26,242.00	10.53
20	Oper, Build, & Maint Fund	589,711.00	115,874.09	403,340.72	186,370.28	68.40

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Debt Service Fund or Fund Group 30								
Source of Revenue	1000	General Levy						
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance	% of Budget Revenue		
General Levy								
30-111200-1	Local Taxes - Debt Service	552,179.00	207,263.09	546,047.02	6,131.98	98.89		
30-151000-1	Interest on Investments	3,000.00	323.33	5,256.03	(2,256.03)	175.20		
1000	General Levy	555,179.00	207,586.42	551,303.05	3,875.95	99.30	* Source of Revenue	
30	Debt Service Fund or Fund Group	555,179.00	207,586.42	551,303.05	3,875.95	99.30	Fund	

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Transportation Fund 40							
Source of Revenue	1000	General Levy					
Account Number	Description		Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy							
40-111300-1	Local Taxes - Transportation		98,306.00	36,899.51	97,214.11	1,091.89	98.89
40-141100-1	Student Bus Fees		10,000.00	115.00	7,135.73	2,864.27	71.36
40-151000-1	Interest on Investments		1,000.00	83.29	691.32	308.68	69.13
1000	General Levy		109,306.00	37,097.80	105,041.16	4,264.84	96.10 * Source of Revenue
Revenue From State Sources							
40-350000-1	Regular State Reimbursement		500.00	0.00	53.77	446.23	10.75
40-300100-1	Evidence Based Funding		200,000.00	0.00	200,000.00	0.00	100.00
40-351000-1	Spec Ed State Reimbursement		30,000.00	0.00	15,192.87	14,807.13	50.64
40-370500-16	ECE Grant		27,663.00	0.00	18,363.00	9,300.00	66.38
3000	Revenue From State Sources		258,163.00	0.00	233,609.64	24,553.36	90.49 * Source of Revenue
Revenue From Federal Sources							
40-430000-26	Title I Grant		1,578.00	0.00	1,578.00	0.00	100.00
4000	Revenue From Federal Sources		1,578.00	0.00	1,578.00	0.00	100.00 * Source of Revenue
Sources of Funds							
40-799000-1	Permanent Transfer from Fund 70		0.00	0.00	0.00	0.00	0.00
7000	Sources of Funds		0.00	0.00	0.00	0.00	0.00 * Source of Revenue
40	Transportation Fund		369,047.00	37,097.80	340,228.80	28,818.20	92.19 Fund

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

I.M.R.F./Soc. Sec. Fund 50						
Source of Revenue		1000	General Levy			
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy						
50-111400-1	Local Taxes - IMRF	106,884.00	40,119.29	105,696.63	1,187.37	98.89
50-115000-1	Local Taxes - Soc Sec/Med	115,797.00	43,464.81	114,510.53	1,286.47	98.89
50-151000-1	Interest on Investments	3,500.00	221.82	3,054.65	445.35	87.28
1000	General Levy	226,181.00	83,805.92	223,261.81	2,919.19	98.71
Revenue From State Sources						
50-370500-16	ECE Grant	8,154.00	0.00	2,542.00	5,612.00	31.17
3000	Revenue From State Sources	8,154.00	0.00	2,542.00	5,612.00	31.17
Revenue From Federal Sources						
50-430000-26	Title I Grant	3,358.00	0.00	1,684.00	1,674.00	50.15
50-499800-58	ESSER	1,388.00	0.00	23.00	1,365.00	1.66
4000	Revenue From Federal Sources	4,746.00	0.00	1,707.00	3,039.00	35.97
50	I.M.R.F./Soc. Sec. Fund	239,081.00	83,805.92	227,510.81	11,570.19	95.16

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Capital Projects Fund or Fund Group 60						
Source of Revenue 4000		Revenue From Federal Sources				
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
Revenue From Federal Sources						
60-499800-58	ESSER	905,263.00	0.00	0.00	905,263.00	0.00
4000	Revenue From Federal Sources	905,263.00	0.00	0.00	905,263.00	0.00 * Source of Revenue
60	Capital Projects Fund or Fund Group	905,263.00	0.00	0.00	905,263.00	0.00 Fund

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Working Cash Fund 70						
Source of Revenue		1000	General Levy			
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy						
70-111500-1	Local Taxes - Working Cash	40,961.00	15,374.77	40,506.08	454.92	98.89
70-151000-1	Interest on Investments	10,000.00	416.56	8,060.29	1,939.71	80.60
1000	General Levy	50,961.00	15,791.33	48,566.37	2,394.63	95.30 *
70	Working Cash Fund	50,961.00	15,791.33	48,566.37	2,394.63	95.30 Fund

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Tort Immunity and Judgment Fund 80						
Source of Revenue		1000	General Levy			
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy						
80-112000-1	Taxes - Tort Insurance	230,013.00	86,336.17	227,458.17	2,554.83	98.89
80-151000-1	Interest on Investments	3,000.00	62.11	848.17	2,151.83	28.27
1000	General Levy	233,013.00	86,398.28	228,306.34	4,706.66	97.98 * Source of Revenue
80	Tort Immunity and Judgment Fund	233,013.00	86,398.28	228,306.34	4,706.66	97.98 Fund

Spring Valley District 99 Revenue Report

Printed: 12/7/2023 11:42 AM
Spring Valley CCSD 99

Capital Improvement Fund 90						
Source of Revenue		General Levy				
Account Number	Description	Revenue Budget	M.T.D. Revenue	Y.T.D. Revenue	Budget Balance Revenue	% of Budget
General Levy						
90-111800-1	Local Taxes - Fire Prevention/Safety	40,961.00	15,374.77	40,506.08	454.92	98.89
90-151000-1	Interest on Investments	4,000.00	230.76	4,368.52	(368.52)	109.21
1000	General Levy	44,961.00	15,605.53	44,874.60	86.40	99.81
						* Source of Revenue
90	Capital Improvement Fund	44,961.00	15,605.53	44,874.60	86.40	99.81
						Fund
	Report Total:	10,061,905.00	1,398,321.84	5,004,398.80	5,057,506.20	49.74

SPRING VALLEY C.C. ELEMENTARY SCHOOLS

ACTIVITY REPORT

November 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
BAND	\$470.68	\$0.00	\$0.00	\$470.68
BASKETBALL - BOYS	\$2,876.66	\$0.00	\$0.00	\$2,876.66
BASKETBALL - GIRLS	\$2,431.29	\$0.00	\$0.00	\$2,431.29
CANDY-SODA MACHINES	\$1,213.90	\$0.00	\$0.00	\$1,213.90
CHEER	\$577.50	\$0.00	\$420.00	\$157.50
COUNSELING	\$183.15	\$0.00	\$0.00	\$183.15
FIELD TRIPS	\$1,720.38	\$0.00	\$0.00	\$1,720.38
HHP (HELP HERMES PROJECT)	\$54.99	\$0.00	\$0.00	\$54.99
JFK ACTIVITY FUND (PRINC.)	\$3,663.79	\$0.00	\$0.00	\$3,663.79
JFK LIBRARY - MEDIA CENTER	\$777.52	\$4,506.09	\$4,503.29	\$780.32
JUMP ROPE FOR HEART	\$0.00	\$0.00	\$0.00	\$0.00
MUSICAL	\$4,071.35	\$0.00	\$0.00	\$4,071.35
PBIS - JFK	\$10,221.40	\$1,500.00	\$1,990.50	\$9,730.90
RETIREMENT PARTY	\$57.58	\$0.00	\$0.00	\$57.58
SCHOLASTIC BOWL	\$112.44	\$0.00	\$0.00	\$112.44
SPECIAL EDUCATION DONATION	\$0.00	\$0.00	\$0.00	\$0.00
SPEECH	\$1,694.78	\$0.00	\$0.00	\$1,694.78
STARVED ROCK CONFERENCE	\$0.00	\$0.00	\$0.00	\$0.00
STUDENT COUNCIL	\$618.70	\$0.00	\$0.00	\$618.70
SUNSHINE FUND	\$1,115.44	\$0.00	\$50.00	\$1,065.44
TRACK	\$613.41	\$0.00	\$0.00	\$613.41
VOLLEYBALL	\$1,973.47	\$0.00	\$0.00	\$1,973.47
Total	\$34,448.43	\$6,006.09	\$6,963.79	\$33,490.73
CHECKBOOK BALANCE		\$33,490.73		

**SPRING VALLEY ELEMENTARY SCHOOL DISTRICT No. 99
TREASURER'S REPORT - DISTRICT CHECKING ACCOUNT 0000961450
NOVEMBER 30, 2023**

BEGINNING BALANCE - BOOKS	11/1/2023	\$ 99,750.07
ADD: CASH RECEIPTS		456,927.06
TRANSFER FROM INVESTMENT ACCOUNT		200,000.00
SUBTRACT: CASH DISBURSEMENTS		(596,241.21)
TRANSFER TO INVESTMENT ACCOUNT		-
ADJUSTMENTS: Payroll-related EFTs		(24.68)
		-
 ENDING BALANCE - BOOKS	 11/30/2023	 <u>\$ 160,411.24</u>

RECONCILIATION OF CHECKING ACCOUNT

BALANCE PER 11/30/2023 BANK STATEMENT	\$ 272,971.42
ADD: DEPOSITS IN TRANSIT	-
SUBTRACT: OUTSTANDING CHECKS	(112,560.18)
ADJUSTMENTS:	-
	-
 RECONCILED BALANCE	 <u>\$ 160,411.24</u>

DETAIL OF RECONCILED CHECKING ACCOUNT BALANCE PER FUND

10 EDUCATIONAL	\$ 114,648.94
20 OPERATIONS & MAINTENANCE	38,325.28
30 DEBT SERVICES	62.30
40 TRANSPORTATION	2,954.20
50 MUNICIPAL RETIREMENT/SOCIAL SECURITY	3,442.58
60 CAPITAL PROJECTS	-
70 WORKING CASH	53.04
80 TORT	911.60
90 FIRE PREVENTION & SAFETY	13.30
	13.30
 ENDING BALANCE	 <u>\$ 160,411.24</u>



Lucy Frasco, Treasurer

12/11/2023

SPRING VALLEY ELEMENTARY SCHOOL DISTRICT No. 99
DISTRICT CHECKING - OUTSTANDING CHECKS AND ADDITIONAL RECONCILIATIONS
NOVEMBER 30, 2023

District Checking - Outstanding Checks

Check Date	Check No.	Amount
Feb 2023	43873	50.00
Sept 2023	44453	105.00
Nov 2023	44571	76.00
Nov 2023	44572	60.00
Nov 2023	44575	67,990.71
Nov 2023	44583	13,253.71
Nov 2023	44598	150.00
Nov 2023	44603	152.35
Nov 2023	44608	520.00
Nov 2023	44609	4,124.00
Nov 2023	44611	26,078.41
		112,560.18

Additional Reconciliations

Flex Plan - Spring Valley City Bank	
Beginning Balance	\$ 22,321.86
Add: Deposits	-
Deposit in transit	-
Less: Reimbursements/fees	(329.96)
Ending Balance	\$ 21,991.90

Charles Schwab Investment Account

Beginning Balance	\$ 2,864,426.62
Dividends & Interest	6,281.62
Change in market value	(3,254.66)
Property taxes received	938,367.82
Realized gain/loss	-
Transfer to/from checking	(200,000.00)
Ending Balance	\$ 3,605,821.40

Regular Checking **\$ 160,411.24**

Total All Accounts **\$ 3,788,224.54**

Total All Accounts by Fund

10 EDUCATIONAL	\$ 1,719,621.94
20 O & M (BUILDING)	699,192.45
30 DEBT SERVICES	174,126.37
40 TRANSPORTATION	57,625.71
50 MR/SS	296,946.02
60 CAPITAL PROJECTS	-
70 WORKING CASH	475,341.05
80 TORT	95,184.78
90 FIRE PREVENTION & SAFETY	270,186.22
	\$ 3,788,224.54

Bills Payable List

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 Spring Valley CCSD 99
 Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
ACTIVITY FUND						
		Winter Giveaway		1223	1,500.00	10-2310-4100-1
					<u>\$1,500.00</u>	
Adam Falkenhayn						
		EDAD 500		1223	450.00	10-1110-2300-20
					<u>\$450.00</u>	
AMY CACCIATORI						
		AR Party		1223	182.73	10-1110-4101-1
					<u>\$182.73</u>	
Andrea Cruz						
		Title II Staff Development		1223	287.28	10-2210-3100-20
					<u>\$287.28</u>	
BEHAV DISORDER PROG COOP						
		BEST November		1223	3,325.00	10-4120-6700-1
					<u>\$3,325.00</u>	
BMP TRI-COUNTY SPEC. ED.						
		BMP Joint Agreement Assessment		1223	94,565.00	10-4120-3100-1
					<u>\$94,565.00</u>	
Capital One						
		Thanksgiving Meal		1223	303.03	10-1215-4100-1
		Am Ed Week		1223	91.66	10-2310-4100-1
					<u>\$394.69</u>	
CDW GOVERNMENT, INC.						
		Projectors		1223	2,814.00	10-2221-5100-1
		Projector Mounts		1223	218.00	10-2221-4100-1
		Switches		1223	23,471.10	10-2221-5100-1
					<u>\$26,503.10</u>	
CHASE CARD SERVICES						
		Title I Reading Night Supplies		1223	46.84	10-3000-4100-26
		6th Boys BB Hospitality Room		1223	91.00	10-1500-4100-1
		Computer Supplies		1223	30.86	10-2221-4100-1
		Board Supplies		1223	59.89	10-2310-4100-1
		Sup` t & Secretary Travel		1223	30.24	10-2320-3300-1
		Sup` t & Secretary Travel		1223	17.07	10-2320-3300-1
		Sup` t & Secretary Travel		1223	17.57	10-2320-3300-1
		Art Supplies		1223	218.40	10-1110-4400-1
		Computer Supplies		1223	155.96	10-2221-4100-1
		Board Supplies		1223	254.25	10-2310-4100-1
		Regular Supplies		1223	73.54	10-1110-4100-1
		Vocal Music Supplies		1223	46.85	10-1110-4500-1
		Nurse Supplies		1223	320.11	10-2130-4100-1
		Telephone & Internet		1223	604.66	20-2540-3100-1
		SB Convention		1223	1,456.64	10-2310-3300-1
		Regular Supplies		1223	61.16	10-1110-4100-1
		Regular Supplies		1223	55.98	10-1110-4100-1
		Regular Supplies		1223	9.99	10-1110-4100-1
		Regular Supplies		1223	412.44	10-1110-4100-1

Bills Payable List

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 Spring Valley CCSD 99
 Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
		CC Interest		1223	144.74	10-2310-6100-1
		Balance Due		1223	4,950.79	10-2310-3900-1
		FY24 ESSER 3 Cohill		1223	166.63	10-1110-4100-58
		6th Boys BB Hospitality Room		1223	66.36	10-1500-4100-1
					<u>\$9,291.97</u>	
CINTAS CORP #396						
		Building Upkeep Services		1223	57.04	20-2540-3201-1
		Building Upkeep Services		1223	68.97	20-2540-3201-1
					<u>\$126.01</u>	
CITY OF SPRING VALLEY						
		Water North		1223	162.92	20-2540-3700-1
		Water South		1223	649.89	20-2540-3700-1
					<u>\$812.81</u>	
COMCAST CABLE						
		Telephone & Internet		1223	418.63	20-2540-3100-1
					<u>\$418.63</u>	
CONSTELLATION NEW ENERGY						
		Electricity		1223	14,663.48	20-2540-4606-1
					<u>\$14,663.48</u>	
CPI, Inc						
		Board Other Purchased Service		1223	55.00	10-2310-3900-1
					<u>\$55.00</u>	
DEBO'S						
		Building Supply		1223	11.96	20-2540-4100-1
					<u>\$11.96</u>	
DIGITAL COPY SYSTEMS						
		Copy Machine Rental		1223	1,535.79	10-2570-3250-1
					<u>\$1,535.79</u>	
DRESBACH DISTRIBUTING CO						
		Building Supply		1223	72.95	20-2540-4100-1
		Building Supply		1223	1,076.55	20-2540-4100-1
					<u>\$1,149.50</u>	
Embrace Education						
		Board Other Purchased Service		1223	180.05	10-2310-3900-1
					<u>\$180.05</u>	
ERICA CURRIER						
		Other Supplies - Teachers		1223	300.00	10-1110-4300-1
					<u>\$300.00</u>	
Federal Licensing Inc						
		FCC License		1223	95.00	10-2310-3900-1
					<u>\$95.00</u>	
FICEK ELECTRIC & COMM						
		Equipment Upkeep Services		1223	76.00	20-2540-3202-1
					<u>\$76.00</u>	
Gateway Services, Inc.						

Bills Payable List

Printed: 12/19/2023 2:05 PM

Spring Valley CCSD 99

Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
		Homeless Trans Oct		1223	96.00	40-2550-3311-1
		Homeless Trans Nov		1223	304.00	40-2550-3311-1
					<u>\$400.00</u>	
GETZ FIRE EQUIPMENT						
		Equipment Upkeep Services		1223	176.00	20-2540-3202-1
					<u>\$176.00</u>	
HALL HIGH SCHOOL						
		FY23 Title III		1223	1,580.00	10-490900-23
					<u>\$1,580.00</u>	
Happy Numbers, Inc.						
		Regular Purchased Service		1223	7,975.00	10-1110-3200-1
					<u>\$7,975.00</u>	
I.V. NET, LLP						
		Computer Purchased Service		1223	10.00	10-2221-3100-1
					<u>\$10.00</u>	
IASB						
		Executive Search Services		1223	3,200.00	10-2310-3900-1
					<u>\$3,200.00</u>	
ILLINOIS STATE POLICE						
		Board Other Purchased Service		1223	84.75	10-2310-3900-1
					<u>\$84.75</u>	
ILLINOIS VALLEY CELLULAR						
		Telephone & Internet		1223	3.04	20-2540-3100-1
					<u>\$3.04</u>	
IMPREST FUND						
		Extracurricular Purchased Service		1223	1,120.00	10-1500-3100-1
		Extracurricular Fees		1223	36.46	10-1500-6100-1
		Superintendent Dues & Fees		1223	25.00	10-2320-6100-1
		Girls BB		1223	32.70	10-1500-4100-1
		Food Supplies		1223	15.51	10-2560-4100-1
		Christmas Party		1223	500.00	10-2310-3900-1
					<u>\$1,729.67</u>	
JAMES M. HERMES						
		Sup` t & Secretary Travel		1223	201.74	10-2320-3300-1
		Superintendent Purchased Service		1223	113.67	10-2320-3100-1
		Superintendent Purchased Service		1223	20.00	10-2320-3100-1
					<u>\$335.41</u>	
JOHANNES BUS SERVICE						
		ECE Transportation		1223	12,921.52	40-2550-3100-16
		Spec Ed Transportation		1223	19,764.29	40-2550-3310-1
		Homeless Regular Trans Mendota		1223	327.55	40-2550-3311-1
		Homeless Regular Trans Princeton		1223	65.51	40-2550-3311-1
		Extracurricular Transportation		1223	2,712.15	40-2550-3312-1
		Field Trip Transportation		1223	105.75	40-2550-3313-1
		Transportation Supplies		1223	2,793.22	40-2550-4100-1
		Regular Transportation		1223	24,848.72	40-2550-3311-1

Bills Payable List

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Spring Valley CCSD 99

Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
					<u>\$63,538.71</u>	
JW Pepper		FY23 ESSER 2 Music Stand Rack		1223	465.40	10-1110-4100-58
					<u>\$465.40</u>	
KENDRICK PEST CONTROL INC		Building Upkeep Services		1223	60.00	20-2540-3201-1
					<u>\$60.00</u>	
KIDDER MUSIC SERVICE INC.		Band Supplies		1223	59.94	10-1110-4600-1
					<u>\$59.94</u>	
KIRA SETCHELL		EDUA 5688-IL		1223	381.65	10-1110-2300-20
					<u>\$381.65</u>	
KOHL WHOLESALE		Food Supplies		1223	13,355.59	10-2560-4100-1
		ECE Supplies		1223	149.13	10-2560-4100-16
		Milk		1223	3,705.97	10-2560-4100-1
		Non-Food Supplies		1223	489.15	10-2560-4200-1
					<u>\$17,699.84</u>	
Korby Kasperski		SB Convention		1223	357.25	10-2310-3300-1
					<u>\$357.25</u>	
LIGHTED WAY ASSOCIATION		Lighted Way Tuition November		1223	4,751.33	10-1200-6100-1
					<u>\$4,751.33</u>	
LINDSAY FERRARI		SB Convention		1223	463.27	10-2310-3300-1
					<u>\$463.27</u>	
Lisa Ponce		SB Convention		1223	274.08	10-2310-3300-1
					<u>\$274.08</u>	
LYNETTE LUCAS		Speech Dues & Fees		1223	225.00	10-2150-6100-1-1
					<u>\$225.00</u>	
MAUTINO DIST CO INC		Regular Supplies		1223	120.00	10-1110-4100-1
		Regular Supplies		1223	60.00	10-1110-4100-1
					<u>\$180.00</u>	
MENARDS		Building Supply		1223	49.98	20-2540-4100-1
					<u>\$49.98</u>	
Menta Academy LaSalle		MENTA Tuition		1223	(238.95)	10-1200-6100-1
		MENTA Tuition October		1223	7,168.50	10-1200-6100-1
		MENTA Tuition November		1223	9,558.00	10-1200-6100-1
		MENTA Tuition September		1223	3,106.35	10-1200-6100-1

Specialized Data Systems, Inc.

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Bills Payable List

Printed: 12/19/2023 2:05 PM
 Spring Valley CCSD 99
 Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
					<u>\$19,593.90</u>	
MICHELLE NAUMAN						
		FY23 ESSER 2 Summer School Supplies		1223	29.12	10-1110-4100-58
					<u>\$29.12</u>	
MTCO						
		Telephone & Internet		1223	358.87	20-2540-3100-1
					<u>\$358.87</u>	
NCS PEARSON INC.						
		DIAL 4 Screeners		1223	247.62	10-1125-4100-16
					<u>\$247.62</u>	
PERMA BOUND						
		Library Supplies		1223	47.50	10-2220-4100-1
		Library Supplies		1223	613.26	10-2220-4100-1
		Library Supplies		1223	366.58	10-2220-4100-1
		Library Supplies		1223	217.04	10-2220-4100-1
		Library Supplies		1223	229.52	10-2220-4100-1
		Library Supplies		1223	88.49	10-2220-4100-1
					<u>\$1,562.39</u>	
Quadient Leasing USA						
		Postage		1223	235.59	10-1110-3400-1
					<u>\$235.59</u>	
Republic Services						
		Grounds Upkeep Services		1223	433.44	20-2540-3200-1
					<u>\$433.44</u>	
SARA GREEN						
		Other Supplies - Teachers		1223	300.00	10-1110-4300-1
					<u>\$300.00</u>	
Scholastic Inc						
		Orlandi FY23		1223	164.73	10-1110-4300-1
					<u>\$164.73</u>	
SCHOOL NURSE SUPPLY, INC						
		Nurse Supplies		1223	1,072.88	10-2130-4100-1
					<u>\$1,072.88</u>	
Shaw Media						
		Board Legal Advertising		1223	276.00	10-2310-3500-1
					<u>\$276.00</u>	
Specialized Education of Illinois						
		High Roads Bloomington November		1223	7,151.22	10-1200-6100-1
		High Roads Tuition October Bloomington		1223	7,903.98	10-1200-6100-1
					<u>\$15,055.20</u>	
SPRING VALLEY SUPERMARKET						
		Board Supplies		1223	53.90	10-2310-4100-1
					<u>\$53.90</u>	
TECHNOLOGY MADE EASY						
		Computer Supplies		1223	90.00	10-2221-4100-1

Bills Payable List

Printed: 12/19/2023 2:05 PM
 Spring Valley CCSD 99
 Expense on Date: 12/1/2023 to 12/31/2023

Vendor Name	P.O. Number	Description	Override	Batch #	Amount	State Account Number
					<u>\$90.00</u>	
TED URBANSKI		SB Convention		1223	321.93	10-2310-3300-1
					<u>\$321.93</u>	
THE MUSIC SHOPPE, INC.		Band Supplies		1223	64.00	10-1110-4600-1
		Band Supplies		1223	107.92	10-1110-4600-1
		Band Supplies		1223	77.28	10-1110-4600-1
					<u>\$249.20</u>	
Tina Pienta		SB Convention		1223	288.37	10-2310-3300-1
					<u>\$288.37</u>	
TNT LAWN & SNOW, LLC		Grounds Upkeep Services		1223	940.00	20-2540-3200-1
		Grounds Upkeep Services		1223	1,540.00	20-2540-3200-1
					<u>\$2,480.00</u>	
Tracey Jaegle		Other Supplies - Teachers		1223	300.00	10-1110-4300-1
					<u>\$300.00</u>	
TRINITY CATHOLIC ACADEMY		Food Supplies		1223	49.84	10-2560-4100-1
					<u>\$49.84</u>	
VERIZON WIRELESS		Telephone & Internet		1223	69.15	20-2540-3100-1
					<u>\$69.15</u>	
VERUCCHI'S RISTORANTE		Am Ed Week Lunch		1223	714.00	10-2310-4100-1
					<u>\$714.00</u>	
Report Total					<u><u>\$303,870.45</u></u>	

Spring Valley CCSD #99
Cash Flow FY24

	Education	O & M	Debt Svcs	Transport	IMRF/SS	Working Csh	Tort	Fire Pre & Saf
Final FY23 & FY24 July	\$ 1,408,567	\$ 531,729	\$ 134,260	\$ (66,636)	\$ 37,072	\$ 426,677	14,943	\$ 225,309
Beginning Balance								
Revenue	89,550	43,915	275	6,728	251	880	160	465
Expenses	451,122	37,559	0	6,288	15,568	0	19,176	0
Change	-361,572	6,356	275	440	-15,317	880	-19,016	465
AUGUST								
Beginning Balance	\$ 1,046,995	\$ 538,085	\$ 134,535	\$ (66,196)	\$ 21,755	\$ 427,557	-4,073	\$ 225,774
Revenue	994,165	199,199	339,672	263,527	138,913	27,974	141,302	26,632
Expenses	585,652	44,921	0	5,241	15,513	0	65,576	0
Change	408,513	154,278	339,672	258,286	123,400	27,974	75,726	26,632
SEPTEMBER								
Beginning Balance	\$ 1,455,508	\$ 692,363	\$ 474,207	\$ 192,090	\$ 145,155	\$ 455,531	\$ 71,653	\$ 252,406
Revenue	459,020	4,216	2,634	506	1,374	2,739	423	1,517
Expenses	808,209	96,528	0	34,161	22,226	0	0	0
Change	-349,189	-92,312	2,634	-33,655	-20,852	2,739	423	1,517
OCTOBER								
Beginning Balance	\$ 1,106,319	\$ 600,051	\$ 476,841	\$ 158,435	\$ 124,303	\$ 458,270	\$ 72,076	\$ 253,923
Revenue	781,842	40,138	1,137	32,370	3,167	1,182	184	655
Expenses	645,384	31,747	475,475	68,404	15,078	0	63,170	0
Change	136,458	8,391	-474,338	-36,034	-11,911	1,182	-62,986	655
NOVEMBER								
Beginning Balance	\$ 1,242,777	\$ 608,442	\$ 2,503	\$ 122,401	\$ 112,392	\$ 459,452	\$ 9,090	\$ 254,578
Revenue	836,163	115,874	207,586	37,098	83,806	15,791	86,398	15,606
Expenses	476,875	36,583	0	67,991	14,780	0	0	0
Change	359,288	79,291	207,586	-30,893	69,026	15,791	86,398	15,606
DECEMBER								
Beginning Balance	\$ 1,602,065	\$ 687,733	\$ 210,089	\$ 91,508	\$ 181,418	\$ 475,243	\$ 95,488	\$ 270,184
Revenue								
Expenses								
Change								
JANUARY								
Beginning Balance								
Revenue								
Expenses								
Change								
FEBRUARY								
Beginning Balance								
Revenue								
Expenses								
Change								
MARCH								
Beginning Balance								
Revenue								
Expenses								
Change								
APRIL								
Beginning Balance								
Revenue								
Expenses								
Change								
MAY								
Beginning Balance								
Revenue								
Expenses								
Change								
JUNE								
Beginning Balance								
Revenue								
Expenses								
Change								
Final FY24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Current Balance all Funds:	\$	3,613,728						

December FY24 SV 99 Budget Watch

Revenue Highlights: October Revenue = \$1,398,322 (49.74% of total FY24 budgeted of \$10,061,905)

FEES & TAXES

- Local taxes = 99% of \$2,499,950 (all 8 Funds)
- Evidence Based Funding = 33% of \$4,093,050
- Registration = 91% of \$25,000
- Tech Fees = 87% of \$15,000
- TIF = 0% of \$20,000
- Corporate Personal Property Tax = 44% of \$193,172
- Investments = 73% of \$47,500

GRANTS

- ECE Ed. Fund = 59% of \$155,619
- ECE IMRF/SS = 31% of \$8,154
- Title II Class Size = 117% of \$24,831
- Title I = 52% of \$299,517
- State lunch = 91% of \$3,000
- Fed Lunch = 33% of \$250,000
- Rural Achievement = 43% of \$46,530
- Medicaid Admin Outreach = 45% of \$15,000
- ESSER = 28% of \$747,132

SPECIAL EDUCATION

- Special Ed Private Facility = 93% of \$15,000

TRANSPORTATION

- Bus fees = 71% of \$10,000
- Regular State Transportation = 11% of \$500
- Special Ed Transportation = 51% of \$30,000
- Local taxes Transportation = 99% of \$98,306
- ECE Transportation = 66% of \$27,663

Expenditure Highlights: October Expenditures = \$596,229 (43.83% of total FY24 budgeted of \$9,879,997)

ED Fund

- Teacher substitutes = 46% of \$75,000
- Certified Salaries = 47% of \$1,768,998
- Tech: Software = 15% of \$35,000
- Tech Capital Outlay = 0% of \$10,000

Building Fund

- Building Upkeep = 55% of 125,000
- Grounds Upkeep = 15% of \$45,000
- Equipment Upkeep = 59% of \$28,000
- Supplies = 40% of \$35,000
- Gas = 0% of \$30,000
- Electric = 36% of \$90,000
- Water = 42% of \$7,500

Transportation Fund

- ECE/PK = 28% of \$110,000
- SPED = 52% of \$120,000
- Reg Transportation = 37% of \$185,000
- Extra-Curr = 40% of \$20,000
- Field Trip = 10% of \$18,000
- Supplies/Fuel Surcharge = 32% of \$30,000

Current Balance = \$3,613,728

Assistant Principal's Report- December 20, 2023

Below you will find a breakdown of the number of minors and majors given since the last meeting. Overall numbers are low still, which is a good thing. Parent/Teacher conferences were held before break with out any issues. We have a couple exciting PBIS activities coming up in the next week. We have our K-3 Wildcat Warrior celebration to Princeton for a movie and lunch on Tuesday the 19th and our annual Winter Giveaway on Thursday the 21st. You are all more than welcome to come out and hand some gifts out to some very excited students! Our boys basketball seasons are on the back end as the 5th and 6th wrap their seasons up next week and our 7th and 8th grade teams will both enter the SRC tournament with 4-3 records. It is nice to see the boys improve over the course of the season as they have really worked hard. Our girls volleyball teams will begin play after Christmas Break. If you have any questions, feel free to reach out.

Grade	# of Minors	Yearly total	# of Majors	Yearly Total
K	1	6	0	0
1	15	37	0	0
2	1	6	0	0
3	8	20	1	4
4	5	19	1	1
5	6	16	1	1
6	36	113	2	4
7	17	79	0	1
8	15	46	0	1
Total as of 12/15/23	104	342	5	12

Grade	# of Students	
EC	5	1
Pre-K	53	NC
K	58	1
1	68	NC
2	70	3
3	63	1
4	63	2
5	64	NC
6	54	NC
7	69	NC
8	59	NC
Total	626	8

Principal's Report 12/20/2023

- PD Audit
 - Passed all parts so no action plan is needed
- Percentage of Meets and Exceeds Breakdown

Percentage of Students Meeting or Exceeding Standards in ELA

Grade	Reading						Writing			
	Literary		Information		Vocabulary		Expression		Conventions	
3	31	19 (15)	31	24 (25)	38	24 (19)	24	15 (42)	31	24 (34)
4	33	8 (25)	36	18 (11)	39	28 (21)	34	15 (26)	38	20 (39)
5	36	21 (23)	41	32 (28)	36	28 (45)	33	28 (21)	36	28 (17)
6	33	13 (33)	39	30 (25)	35	27 (33)	30	14 (30)	30	13 (30)
7	35	25 (14)	40	34 (11)	34	27 (43)	41	16 (16)	40	23 (30)
8	41	27 (29)	45	32 (27)	41	36 (25)	37	9 (23)	36	11 (18)
	STATE	JFK	STATE	JFK	STATE	JFK	STATE	JFK	STATE	JFK

() denotes percentage approaching expectations

Percentage of Students Meeting or Exceeding Standards in Math

Grade	Major Content		Supporting Content		Reasoning		Modeling	
	3	33	32 (37)	38	56 (22)	30	20 (39)	33
4	28	18 (36)	29	18 (31)	30	26 (31)	30	25 (25)
5	26	2 (25)	27	2 (17)	29	0 (17)	24	17 (30)
6	24	3 (24)	23	2 (27)	25	13 (40)	26	19 (19)
7	30	18 (45)	24	18 (34)	32	18 (30)	21	11 (36)
8	24	4 (28)	22	16 (19)	27	16 (14)	32	26 (16)
	STATE	JFK	STATE	JFK	STATE	JFK	STATE	JFK

() denotes percentage approaching expectations

- Student Growth Percentiles

What is a "good" student growth percentile?

23

For Schools & Groups

- 60 and above is excellent
- 54 to 60 is above average
- 50 ± 3 is average
- 44 to 40 has room for improvement but is not immediately concerning
- Below 40 is cause for concern

A mean SGP is like your average mph. You might have been speeding & crawling or keeping a steady pace over time, but the average is the same.

For Students

- 85 and above is excellent
- 58 to 84 is above average
- 50 ± 8 is average
- 42 to 35 has room for improvement
- 34 and below is cause for concern
 - Interpretive ranges at the bottom are larger, because it's better to intervene sooner

Students	ELA Growth 2023	Math Growth 2023
All	49.11	49.05
White	47.65	54.23
Low Income	46.76	54.67
CWD	35.83	36.51
Hispanic or Latino	52.32	52.59
EL	48.90	49.23
Former EL	55.86	57.05

- Historical Proficiency Data – Overall Meets and Exceeds

ELA Proficiency Data					
Grade	2019	2020	2021	2022	2023
3 rd	33.9	---	15.1	25.9	10.2
4 th	23.2	---	5.5	10.5	8.4
5 th	18.6	---	16.1	12.9	18.9
6 th	28.6	---	21.8	23.2	14.3
7 th	49.3	---	35.6	21.8	24.6
8 th	34.4	---	25.8	25.4	20.4

Math Proficiency Data					
Grade	2019	2020	2021	2022	2023
3 rd	59.0	---	18.9	24.1	30.5
4 th	35.7	---	3.6	15.8	13.3
5 th	14.3	---	5.4	8.1	1.9
6 th	11.1	---	0.0	8.9	4.8
7 th	17.3	---	6.8	5.5	12.3
8 th	1.6	---	8.2	15.5	7.3

Science Assessment Data Proficiency %		
Grade	2022	2023
5 th	45.2	49.0
8 th	49.1	51.0

- Parent Teacher Conferences
 - Preschool – 78%
 - Kindergarten – 93%
 - 1st – 95%
 - 2nd – 92%
 - 3rd – 88%
 - 4th – 88%
 - 5th – 84%
 - 6th – 65%
 - 7th – 58%
 - 8th – 53%
 - Special Education – 63%

- Winter Concerts
 - Overall, much better than last year
 - Next year – 2 different nights

- EL Data
 - 12/15/22 = 77 ELs
 - 12/15/23 = 94 ELs

- IEP Data
 - 12/15/22 = 113
 - 12/15/23 = 116

- Chronic Absenteeism (10%)
 - 2022 – 23
 - 18 or more absences
 - 71 students

 - 2023 – 24 (To date)
 - 8 or more absences
 - 93 students

Upcoming Dates

December 21st – Last day before break

January 8th – School resumes

February 28th – Showcase Night

March 1st – 2nd Trimester ends

Tax Rate and Extension History Since 1998
Spring Valley Community Consolidated School District #99

TAX YEAR CALENDAR													
Tax Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Fiscal Year	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
School Year	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-2009	2009-2010	2010-2011	2011-2012
EQUALIZED ASSESSED VALUATION (EAV)													
Taxable EAV	49,433,147	51,629,198	54,062,267	57,348,153	61,256,219	62,555,233	62,191,460	65,353,680	69,062,919	70,620,447	72,235,677	72,672,386	71,782,667
TAX RATES PER \$100 EAV													
Education	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000
O & M	0.37500	0.37500	0.37494	0.37037	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500
Transportation	0.12000	0.12000	0.11987	0.11840	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000
Municipal Retirement	0.04046	0.09685	0.08324	0.02616	0.02449	0.06393	0.09700	0.05509	0.11594	0.10337	0.10191	0.10651	0.15930
Social Security	0.14161	0.09685	0.13873	0.13079	0.11428	0.09590	0.07658	0.08569	0.08270	0.08434	0.08362	0.08579	0.08888
Working Cash	0.05000	0.05000	0.04995	0.04935	0.04931	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Technology Leasing	0.05000	0.05000	0.04995	0.04935	0.04931	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Tort Immunity	0.05058	0.09685	0.07399	0.13950	0.12244	0.19199	0.20421	0.29073	0.29468	0.30053	0.31412	0.31672	0.35140
Special Education	0.02000	0.02000	0.01998	0.01971	0.01959	0.02000	0.02000	0.02000	0.02000	0.02000	0.02000	0.02000	0.02000
Fire Prevention & Safety	0.05000	0.05000	0.04995	0.03516	0.02810	0.00000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Totals	2.05765	2.11555	2.12060	2.09879	2.06252	2.12682	2.20279	2.25651	2.31832	2.31324	2.32465	2.33402	2.42458
Change from Prior Year	(0.02879)	0.05790	0.00505	(0.02181)	(0.03627)	0.06430	0.07597	0.05372	0.06181	(0.00508)	0.01141	0.02078	0.09993
Bond & Interest	0.47337	0.46265	0.32648	0.30777	0.28732	0.48997	0.50265	0.47894	0.45901	0.47154	0.48038	0.48850	0.50570
Totals with B & I	2.53102	2.57820	2.44708	2.40656	2.34984	2.61679	2.70544	2.73545	2.77733	2.78478	2.80503	2.82252	2.93028
TAX EXTENSION													
Education	573,425	598,899	627,123	665,240	710,573	725,641	721,421	758,103	801,013	819,139	837,950	843,938	833,451
O & M	185,374	193,610	202,701	212,400	229,711	234,582	233,218	245,076	258,948	264,807	270,889	272,825	269,435
Transportation	59,320	61,955	64,804	67,900	73,507	75,066	74,630	78,424	82,864	84,738	86,684	87,304	86,219
Municipal Retirement	20,001	50,003	45,001	15,000	15,002	39,992	60,326	36,003	80,059	72,995	73,617	77,490	114,456
Social Security	70,002	50,003	75,001	75,006	70,003	59,990	47,626	56,002	57,106	59,557	60,405	62,415	62,415
Working Cash	24,716	25,815	27,004	28,301	30,205	31,278	31,096	32,677	34,526	35,308	36,119	36,377	35,925
Technology Leasing	24,716	25,815	27,004	28,301	30,205	31,278	31,096	32,677	34,526	35,308	36,119	36,377	35,925
Tort Immunity	25,003	50,003	40,001	80,001	75,002	120,100	127,001	190,003	203,485	212,221	226,911	230,424	252,478
Special Education	9,887	10,326	10,802	11,303	12,000	12,511	12,438	13,071	13,810	14,123	14,447	14,551	14,370
Fire Prevention & Safety	24,716	25,815	27,004	20,164	17,213	0	31,096	32,677	34,526	35,308	36,119	36,377	35,925
Totals	1,017,160	1,092,244	1,146,445	1,203,616	1,263,421	1,330,438	1,369,948	1,474,713	1,600,863	1,633,504	1,679,260	1,698,078	1,740,599
% Change from Prior Year	7.78%	7.38%	4.96%	4.99%	4.97%	5.30%	2.97%	7.65%	8.55%	2.04%	2.80%	3.95%	3.65%
Bond & Interest	234,002	238,863	176,502	176,500	176,001	306,502	312,605	313,005	316,959	332,980	347,012	355,400	363,342
Totals with B & I	1,251,162	1,331,107	1,322,947	1,380,116	1,439,422	1,636,940	1,682,553	1,787,718	1,917,822	1,966,484	2,026,272	2,053,478	2,103,941

Tax Rate & Extension History Since 1998
Spring Valley Community Consolidated School District #99

TAX YEAR CALENDAR													
Tax Year Fiscal Year School Year	2011 FY13 2012-2013	2012 FY14 2013-2014	2013 FY15 2014-2015	2014 FY16 2015-2016	2015 FY17 2016-2017	2016 FY18 2017-2018	2017 FY19 2018-2019	2018 FY20 2019-2020	2019 FY21 2020-2021	2020 FY22 2021-2022	2021 FY23 2022-2023	2022 FY24 2023-2024	2023 Tentative FY25 2024-2025
EQUALIZED ASSESSED VALUATION (EAV)													
Taxable EAV	72,794,959	70,345,275	69,358,118	65,907,790	64,963,362	66,116,623	67,263,232	68,708,376	70,298,333	73,000,780	76,420,279	81,922,054	94,467,789
TAX RATES PER \$100 EAV													
Education	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000	1.15374	1.16000	1.16000	1.16000	1.16000	1.16000	1.16000
O & M	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500	0.37298	0.37500	0.37500	0.37500	0.37500	0.37500	0.37500
Transportation	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000	0.11936	0.12000	0.12000	0.12000	0.12000	0.12000	0.12000
Municipal Retirement	0.15922	0.11485	0.10481	0.11109	0.13168	0.13056	0.14820	0.13347	0.12409	0.12480	0.12955	0.13047	0.12955
Social Security	0.08884	0.07749	0.07126	0.07549	0.11638	0.12855	0.16859	0.14875	0.13731	0.13789	0.14035	0.14135	0.14035
Working Cash	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.04973	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Technology Leasing	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.04973	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Tort Immunity	0.35124	0.36240	0.40051	0.41879	0.38794	0.37283	0.29838	0.26999	0.26852	0.26571	0.27529	0.28077	0.28077
Special Education	0.02000	0.02000	0.02000	0.02000	0.02000	0.02000	0.01990	0.02000	0.02000	0.02000	0.02000	0.02000	0.02000
Fire Prevention & Safety	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000	0.04973	0.05000	0.05000	0.05000	0.05000	0.05000	0.05000
Totals	2.42430	2.37974	2.40158	2.43037	2.46100	2.45694	2.43034	2.37721	2.35492	2.35340	2.37648	2.37759	2.37567
Change from Prior Year	(0.02879)	(0.04456)	0.02184	0.02879	0.03063	(0.00406)	(0.03066)	(0.07973)	(0.02229)	(0.00152)	0.02308	0.00111	(0.00081)
Bond & Interest	0.50828	0.54731	0.57240	0.62057	0.64652	0.65491	0.64779	0.65640	0.66229	0.65576	0.70663	0.67403	0.67403
Totals with B & I	2.93258	2.92705	2.97398	3.05094	3.10752	3.11185	3.07813	3.03361	3.01721	3.00916	3.08311	3.05162	3.04970
TAX EXTENSION													
Education	845,182	816,005	817,800	764,530	753,575	766,953	776,040	797,017	815,461	853,238	886,475	950,296	1,095,826
O & M	273,227	263,795	264,375	247,154	243,613	247,937	250,875	257,656	263,619	275,831	286,576	307,208	354,254
Transportation	87,433	84,414	84,600	79,089	77,956	79,340	80,280	82,450	84,358	88,266	91,704	98,307	113,361
Municipal Retirement	116,009	80,792	72,693	73,217	85,544	86,322	99,681	91,705	87,233	91,208	99,002	106,884	122,383
Social Security	64,729	54,511	49,421	49,754	75,604	84,993	113,396	102,204	96,527	100,770	107,256	115,789	132,586
Working Cash	36,430	35,173	35,250	32,954	32,482	33,058	33,450	34,354	35,149	36,778	38,210	41,250	47,234
Technology Leasing	36,430	35,173	35,250	32,954	32,482	33,058	33,450	34,354	35,149	36,778	38,210	41,250	47,234
Tort Immunity	255,915	254,931	277,784	276,015	252,019	246,503	200,700	185,506	188,765	194,185	210,377	230,010	265,237
Special Education	14,572	14,069	14,100	13,182	12,993	13,223	13,380	13,742	14,060	14,711	15,284	16,500	18,894
Fire Prevention & Safety	36,430	35,173	35,250	32,954	32,482	33,058	33,450	34,354	35,149	36,778	38,210	41,250	47,234
Totals	1,766,357	1,674,036	1,686,523	1,601,803	1,598,750	1,624,445	1,634,702	1,633,342	1,655,470	1,728,543	1,816,111	1,948,744	2,244,243
% Change from Prior Year	1.47%	-5.23%	0.75%	-5.02%	-0.19%	1.61%	2.25%	0.55%	1.35%	4.41%	5.07%	7.30%	23.57%
Bond & Interest	370,335	385,007	397,000	409,003	420,001	433,005	433,005	450,995	465,579	479,250	540,001	540,001	636,741
Totals with B & I	2,136,692	2,059,043	2,083,523	2,010,806	2,018,751	2,057,450	2,067,707	2,084,337	2,121,049	2,207,793	2,356,112	2,488,745	2,880,984

2023 Tax Levy and Extension

Spring Valley Community Consolidated School District #99

updated 10/22

2022 EXTENSION BASED ON EAV OF: 81,922,054	2023 LEVY PROPOSAL BASED ON EAV OF: 95,500,000	2023 EXPECTED EXTENSION BASED ON EAV OF: 94,467,789
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FUND DESCRIPTION	MAXIMUM TAX RATE	2022 TAX RATE	2022 LEVY EXTENSION	2023 TAX RATE PROPOSAL	2023 LEVY EXTENSION PROPOSAL	DIFFERENCE FROM 2022	ESTIMATED 2023 TAX RATE	ESTIMATED 2023 EXTENSION	DIFFERENCE FROM 2022
Education	1.16000	1.16000	950,296	1.16000	1,107,800	157,504	1.16000	1,095,826	145,530
Operations & Maintenance	0.37500	0.37500	307,208	0.37500	358,125	50,917	0.37500	354,254	47,046
Transportation	0.12000	0.12000	98,307	0.12000	114,600	16,293	0.12000	113,361	15,054
Municipal Retirement	as needed	0.13047	106,884	0.12955	123,720	16,836	0.12955	122,383	15,499
Social Security	as needed	0.14135	115,789	0.14035	134,034	18,245	0.14035	132,586	16,797
Working Cash	0.05000	0.05000	41,250	0.05000	47,750	6,500	0.05000	47,234	5,984
Technology Leasing	0.05000	0.05000	41,250	0.05000	47,750	6,500	0.05000	47,234	5,984
Tort Immunity	as needed	0.28077	230,010	0.28077	268,135	38,125	0.28077	265,237	35,227
Special Education	0.02000	0.02000	16,500	0.02000	19,100	2,600	0.02000	18,894	2,394
Fire Prevention & Safety	0.05000	0.05000	41,250	0.05000	47,750	6,500	0.05000	47,234	5,984
TOTALS		2.37759	1,948,744	2.37567	2,268,765	320,021	2.37567	2,244,243	295,499

Bond & Interest	as needed	0.67403	540,001	0.62853	600,246	60,245	0.63603	600,843	60,842
Totals with B & I	NA	3.05162	2,488,745	3.00420	2,869,011	380,266	3.01170	2,845,086	356,341

The proposed 2023 levy is 15.28% of the 2022 extension, which does require a Truth in Taxation Hearing.	The estimated 2023 levy is 14.32% of the 2022 extension, which does require a Truth in Taxation Hearing.
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EXPECTED TAX RATE DIFFERENCE: (0.03992)

MINUTES of a public meeting of the Board of Education of Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois, held in the Kennedy School Lincoln Library, 999 North Strong Avenue, Spring Valley, Illinois in said School District at 7:00 o'clock P.M., on the 20th day of December, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Ted Urbanski, the President, and the following members were physically present at said location: John F. Kennedy School, Lincoln Library, 999 N. Strong Ave., Spring Valley, IL 61362.

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: NA

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the next item for consideration was the adoption of a resolution providing for the abatement of a portion or all of the taxes levied to pay principal and interest on certain outstanding obligations of the District.

Whereupon Member Ted Urbanski presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy.

RESOLUTION abating a portion or all of the tax hereto levied for the year 2023 to pay the principal of and interest on \$4,500,000 General Obligation School Bonds, Series 2018, of the Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois.

WHEREAS the Board of Education (the “*Board*”) of Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois (the “*District*”), by a resolution adopted on the 15th day of August, 2018 (the “*2018 Resolution*”), did provide for the issue of \$4,500,000 General Obligation School Bonds, Series 2018 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay (the “*Pledged Revenues*”) the principal of and interest on the Bonds; and

WHEREAS the District will have certain of the Pledged Revenues in the ‘School Bond and Interest Fund of 2018 created under the 2018 Resolution for the purpose of paying the principal of and interest on the Bonds up to and including the next payment date; and

WHEREAS it is necessary and in the best interests of the District that all or a portion of the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It and It is Hereby Resolved by the Board of Education of the Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the 2018 Resolution is hereby abated as follows:

LEVY YEAR	AMOUNT LEVIED IN 2018 RESOLUTION	AMOUNT TO BE ABATED	REMAINDER OF TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2023	\$179,277.50	\$100,000.00	\$79,277.50

Section 2. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary shall file a certified copy hereof with the County Clerk of the County of Bureau, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

Adopted: December 20th, 2023.

President

Secretary

Member _____ moved and Member _____ seconded the motion that said Resolution as presented and read by title by the Secretary be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said Resolution as read by title.

Upon the roll being called, the following Members voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and said Resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Education of Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois, which was done.

Other business not pertinent to the adoption of said Resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF BUREAU)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois (the “District”), and as such official am the keeper of the official journal of proceedings, books, records, minutes and files of the Board of Education (the “Board”).

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 20th day of December 2023, insofar as the same relates to the adoption of Resolution entitled:

RESOLUTION abating a portion or all of the tax hereto levied for the year 2023 to pay the principal of and interest on \$4,500,000 General Obligation School Bonds, Series 2018, of the Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois.

a true, correct and complete copy of which said Resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said regular public meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the District has complied with all of the provisions of said Act and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this 20th day of December, 2023.

(SEAL)

Secretary

STATE OF ILLINOIS)
)
COUNTY OF BUREAU) SS

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Bureau County, Illinois, and as such official I do further certify that on the 21st day of December, 2023, there was filed in my office a duly certified copy of Resolution:

RESOLUTION abating a portion or all of the tax hereto levied for the year 2023 to pay the principal of and interest on \$4,500,000 General Obligation School Bonds, Series 2018, of the Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois.

duly adopted by the Board of Education of Spring Valley Community Consolidated School District No. 99, Bureau County, Illinois, on the 20th day of December, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this 21st day of December, 2023.

(SEAL)

County Clerk of Bureau County, Illinois

District Goals

The goals & strategies are developed by Spring Valley Elementary District 99 faculty, staff, administration, & Board of Education.
Adopted December 20, 2023

Curriculum Goals: Provide High Quality Curriculum and programs for all students

- Emphasize core academic areas, particularly ELA, Mathematics and Science & maintain curriculum maps
- Develop & maintain a strong fine arts program
- Further develop/model moral & ethical behavior & citizenship
- Provide students appropriate life skills for the 21st century while becoming globally aware
 - Nurture critical, creative, innovative, inquisitive thinking & problem solving skills
 - Develop effective oral & written communicators and collaborators
 - Develop accessing & analyzing information skills
 - Create opportunities to aid in developing curiosity, imagination, agility, adaptability, initiative, entrepreneurialism, independence and leadership skills
- Identify & expand District Initiatives
- Perform at State required levels while improving student achievement
- Expand & improve RtI plan
- Monitor demographics & needs of students
- Address technology needs, trends, professional development, replacement schedules, funding plans, 1:1 sustainability & technology plan
- Develop strategies to produce data driven decisions
- Support Pre-K program
- Maintain district improvement plan & curriculum plan

Staff Goals: Maintain a high-quality teaching, administration and support staff

- Maintain mentoring program for new faculty & staff
- Train faculty on current research & best/next practices for highly effective, innovative and meaningful instruction
- Train staff to utilize technology to benefit student learning and monitor success
- Train staff to be prepared for constantly changing & more challenging student needs
- Improve recruitment & retention of highly effective staff members
- Provide staff development for District Improvement identified areas and State mandates
- Support teacher evaluation tool including the student growth model component
- Provide, model and monitor guidelines & expectations for achieving student and staff success
- Continue supporting teachers through the student learning objectives (SLO) process

Communication Goals: Maintain an open and positive organizational communication

- Share accomplishments of the school district and students within the local community & surrounding area
- Maintain productive and positive relationships while identifying, creating partnerships & engaging stakeholders - including students, parents, families, local residents, & local businesses
- Maintain District website
- Maintain & enhance internal communications
- Communicate with legislators
- Reward staff & students
- Seek staff input

Finance Goals: Manage financial resources to support the mission of the district

- Alert taxpaying public regarding changes in state & local funding & keep community informed of school district finances
- Maintain contact with state & federal lawmakers regarding adequate school funding & unfunded mandates
- Monitor Budget & Levy while addressing anticipated economic challenges
- Review budget priorities while monitoring cash flow, investment strategies, fund balances & exhibit cost discipline
- Fund Curriculum Initiatives
- Support Foundation & PAWS
- Seek revenue sources & grants

Facilities Goals: Maintain facilities and strategize for future growth and needs

- Utilize space efficiently & effectively
- Ensure safe, secure, energy efficient & well maintained facilities

Document Status: Draft Update

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

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

1. Organizing the Board after each consolidated election by electing officers and establishing its regular meeting schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
3. Employing a Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by [325 ILCS 5/](#), and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
4. Directing, through policy, the Superintendent, in his or her charge of the District's administration.
5. Approving the annual budget, tax levies, major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation; and making available a statement of financial affairs as provided in State law.
6. Entering contracts in accordance with applicable federal and State law, including using the public bidding procedure when required. [PRESSPlus1](#)
7. Providing, constructing, controlling, and maintaining adequate physical facilities; making school buildings available for use as civil defense shelters; and establishing a resource conservation policy.
8. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
9. Approving the curriculum, textbooks, and educational services.
10. Evaluating the educational program and approving School Improvement ~~and District~~ Improvement Plans. [PRESSPlus2](#)
11. Presenting the District report card and School report card(s) to parents/guardians and the community; these documents report District, School and student performance.
12. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning, including deciding individual student suspension or expulsion cases brought before it.
13. Establishing attendance units within the District and assigning students to the schools.
14. Establishing the school year.
15. Requiring a moment of silence to recognize veterans during any type of school event held at a District school on November 11.
16. Providing student transportation services pursuant to State law.
17. Entering into joint agreements with other boards to establish cooperative educational programs or provide educational facilities.
18. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to

comply with ANCRA's requirements concerning the reporting of child abuse.

19. Notifying the State Superintendent of Education promptly and in writing of the name of a licensed teacher who was convicted of a felony, along with the conviction and the name and location of the court where the conviction occurred.
20. Notifying the Teachers' Retirement System (TRS) of the State of Ill. Board of Trustees promptly and in writing when it learns that a teacher as defined in the Ill. Pension Code was convicted of a felony, along with the name and location of the court where the conviction occurred, and the case number assigned by that court to the conviction.
21. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

Indemnification

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24, raising the bidding threshold to \$25,000.00-35,000.00. See policy 4:60, *Purchases and Contracts*. **Issue 113, October 2023**

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

Document Status: Draft Update

2:120 Board Member Development

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

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

Mandatory Board Member Training

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

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

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

Professional Development; Adverse Consequences of School Exclusion; Student Behavior

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

Board Self-Evaluation

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

New Board Member Orientation

The following steps are taken to orient newly elected or appointed Board of Education members:

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

Candidates

The Superintendent or designee may invite all current candidates for the office of Board of Education member to attend (1) Board of Education meetings, except that this invitation shall not extend to any closed meetings, and (2) may hold pre-election workshops for candidates.

LEGAL REF.:

5 ILCS 120/1.05 and 120/2, [Open Meetings Act](#).

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

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

PRESSPlus Comments

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

Document Status: Draft Update

2:200 Types of Board of Education Meetings

General

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

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

Regular Meetings

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

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting. The agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting.

Closed Meetings

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

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

public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. [5 ILCS 120/2\(c\)\(3\)](#).

4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4\)](#).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4.5\)](#). [PRESSPlus1](#)
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. [5 ILCS 120/2\(c\)\(5\)](#).
7. The setting of a price for sale or lease of property owned by the public body. [5 ILCS 120/2\(c\)\(6\)](#).
8. The sale or purchase of securities, investments, or investment contracts. [5 ILCS 120/2\(c\)\(7\)](#).
9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. [5 ILCS 120/2\(c\)\(8\)](#).
10. Student disciplinary cases. [5 ILCS 120/2\(c\)\(9\)](#).
11. The placement of individual students in special education programs and other matters relating to individual students. [5 ILCS 120/2\(c\)\(10\)](#).
12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. [5 ILCS 120/2\(c\)\(11\)](#).
13. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. [5 ILCS 120/2\(c\)\(12\)](#).
14. Self-evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. [5 ILCS 120/2\(c\)\(16\)](#).
15. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. [5 ILCS 120/2\(c\)\(21\)](#).
16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. [5 ILCS 120/2\(c\)\(29\)](#).

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

A single motion calling for a series of closed meetings may be adopted when such meetings will

involve the same particular matters and are scheduled to be held within three months of the vote.

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

Reconvened or Rescheduled Meetings

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

Special Meetings

Special meetings may be called by the President or by any 3 members of the Board of Education by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the District's administration office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice. The agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting.

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

Emergency Meetings

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

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

Date: _____ Time: _____

Location: _____

A motion was made by _____, and seconded by _____, to adjourn to closed meeting to discuss:

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. [5 ILCS 120/2\(c\)\(1\)](#), amended by P.A. 101-459.

Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. [5 ILCS 120/2\(c\)\(2\)](#).

The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. [5 ILCS 120/2\(c\)\(3\)](#).

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

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

The purchase or lease of real property for the use of the District, including meetings held for

the purpose of discussing whether a particular parcel should be acquired. [5 ILCS 120/2\(c\)\(5\)](#).

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

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

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

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

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

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

The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool of which the District is a member. [5 ILCS 120/2\(c\)\(12\)](#).

Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the District is a member. [5 ILCS 120/2\(c\)\(16\)](#).

Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. [5 ILCS 120/2\(c\)\(21\)](#).

Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. [5 ILCS 120/2\(c\)\(29\)](#).

Closed Meeting Roll Call:

"Yeas"	"Nays"

Motion: Carried Failed

PRESSPlus Comments

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

Document Status: Draft Update

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

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

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

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s), specific independent contractors, specific volunteers, or District legal counsel; however, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1) , amended by P.A. 101-459.			
Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2) .			
Selection of a person to fill a vacancy on the Board. 5 ILCS 120/2(c)(3) .			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4) .			
Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. PRESSPlus1			
Purchase or lease of real property. 5 ILCS 120/2(c)(5) .			
Setting of a price for sale or lease of District property. 5 ILCS 120/2(c)(6) .			
Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7) .			
Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8) .			
Student disciplinary cases. 5 ILCS 120/2(c)(9) . <i>Minutes of meetings held for this reason shall never be released to protect the individual student’s privacy.</i>			

Any matter involving an individual student. 5 ILCS 120/2(c)(10) . <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			
Litigation, when an action against, affecting, or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent. 5 ILCS 120/2(c)(11) .			
Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12) .			
Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16) .			
Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21) .			
Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(28) .			

PRESSPlus Comments

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

Document Status: Draft Update

4:10 Fiscal and Business Management

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

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

Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent shall present to the Board of Education, no later than the first regular meeting in August, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Ill. State Board of Education's (ISBE) *School District Budget Form*. To the extent possible, the tentative budget shall be balanced as defined by ISBE guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by ISBE guidelines.

Preliminary Adoption Procedures

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

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

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

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

Final Adoption Procedures

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

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

may shall be recorded in the minutes.

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website.
2. Notify parents/guardians that the budget is posted and provide the website's address.
3. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 days of the budget's adoption.
4. Ensure disclosure to the public of the cash reserve balance of all funds held by the district related to its operational levy and, if applicable, any obligations secured by those funds, at the public hearing at which the Board certifies its operational levy.
5. Present a written report that includes the annual average expenditures of the District's operational funds for the previous three fiscal years at or before the board meeting at which the Board adopts its levy. In the event the District's combined cash reserve balance of its operational funds is more than 2.5 times the annual average expenditures of those funds for the previous three fiscal years, the Board will adopt and file with ISBE a reserve reduction plan by December 31. [PRESSPlus1](#)
6. Make all preparations necessary in order for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act, and file a Certificate of Tax Levy with the County Clerk on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
7. Submit the annual budget, a deficit reduction plan if one is required by ISBE guidelines, and other financial information to ISBE according to its requirements.

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

Budget Amendments

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

Implementation

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

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

LEGAL REF.:

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

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

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

PRESSPlus Comments

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

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

Issue 113, October 2023

Document Status: Review and Monitoring

4:30 Revenue and Investments

Revenue [PRESSPlus1](#)

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

Investments

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

The Chief Investment Officer shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income. Notification must be provided to the Board of Education by the Superintendent prior to any transfer of investments over \$250,000.

Investment Objectives

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

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

Authorized Investments

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

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

The Chief Investment Officer and Superintendent shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and

leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, [30 ILCS 238/](#).

Selection of Depositories, Investment Managers, Dealers, and Brokers

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

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

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

The District reserves the right at the discretion of the District to request from an authorized financial depository, quarterly reports containing the depositories financial information to aid District investment decisions.

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

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, [30 ILCS 235/](#). The Superintendent or designee shall keep the Board informed of collateral agreements. When collateral is required 110% of the uninsured deposit will be required.

Safekeeping and Custody Arrangements

The method for safekeeping is to have securities registered in the District's name and held by a third-party custodian. Safekeeping practices should comply with the Governmental Accounting Standards Board (GASB) Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, as amended by (GASB) Statement No. 40, to achieve the highest recognized safekeeping procedures. At minimum, each authorized depository shall provide the District quarterly a list of pledged securities with a documented date in which the depository's Board of Directors approved the securities.

Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action. The system of internal controls will require all transfers to be authorized with two of the three authorized signatures on file with the respective bank.

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

The Board of Education will determine, after receiving the Superintendent's recommendation, which fund is in most need of interest income and the Superintendent shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

Ethics and Conflicts of Interest

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

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

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

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

Issue 113, October 2023

Document Status: Draft Update

4:60 Purchases and Contracts

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

Standards for Purchasing and Contracting

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

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

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

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

1. Supplies, materials, or work involving an expenditure in excess of ~~\$35,000~~^{25,000} [PRESSPlus1](#) must comply with the State law bidding procedure, [105 ILCS 5/10-20.21](#), unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with [105 ILCS 5/19b-1](#) *et seq.*
4. Third party non-instructional services must comply with [105 ILCS 5/10-22.34c](#).
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with [105 ILCS 5/10-20.21](#)(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with [105 ILCS 5/10-20.21](#)(b-10).
7. The purchase of paper and paper products must comply with [105 ILCS 5/10-20.19c](#) and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
 - a. In accordance with [105 ILCS 5/10-21.9](#)(f): (1) prohibit any of its employees who is or was

found guilty of a criminal offense listed in [105 ILCS 5/10-21.9\(c\)](#) and [5/21B-80\(c\)](#) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in [5/21B-80\(b\)](#) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

- b. In accordance with [105 ILCS 5/22-94](#): (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in [105 ILCS 5/22-94\(j\)\(3\)](#), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by [105 ILCS 5/22-94\(g\)](#).
 - c. In accordance with [105 ILCS 5/24-5](#): (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease; and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept. of Public Health rules or order of a local health official.
9. Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
 10. [Design-build contracts must comply with 105 ILCS 5/15A-1 et seq. \[PRESSPlus2\]\(#\)](#)
 11. [Any new contract for a district-administered assessment must comply with 105 ILCS 5/10-20.85. \[PRESSPlus3\]\(#\)](#)
 12. Purchases made with federal or State awards must comply with [2 C.F.R. Part 200](#) and [30 ILCS 708/](#), as applicable, and any terms of the award.

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

LEGAL REF.:

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

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

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

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

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

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

PRESSPlus Comments

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

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

PRESSPlus 3. Updated in response to 105 ILCS 5/10-20.85, added by P.A. 103-393. See sample administrative procedure 4:60-AP1, *Purchases*, available at PRESS Online by logging in at www.iasb.com, for specific requirements. A *district-administered assessment* is one that requires all student test takers at any grade level to answer the same questions, or a selection of questions from a common bank of questions. It does *not* include the observational assessment tool used to satisfy the annual kindergarten assessment required by 105 ILCS 5/2-3.64a-10 or an assessment developed by district teachers or administrators that is used to measure student progress at an attendance center. **Issue 113, October 2023**

Document Status: Draft Update

4:130 Free and Reduced-Price Food Services

Notice

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

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

Eligibility Criteria and Selection of Children

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

Notification

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

Nondiscrimination Assurance

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

Appeal

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

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal. The status of a student's appeal or eligibility for free or reduced-price food services shall not relieve the District of its obligation to provide him or her with a free meal or snack under the Hunger-Free Students' Bill of Rights Act if he or she requests one, regardless of his or her ability to pay.

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

LEGAL REF.:

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

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

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

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

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

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

PRESSPlus Comments

PRESSPlus 1. Optional. Updated in response to 105 ILCS 125/2.3, added by P.A. 103-532. Subject to appropriation, the Ill. State Board of Education (ISBE) is required to establish the Healthy School Meals for All Program. Participating boards must offer eligible meals, without charge, to all students enrolled in schools that participate in the National School Breakfast Program (NSBP) and National School Lunch Program (NSLP). To receive State reimbursement under the Healthy School Meals for All Program, a board must: (1) annually notify ISBE of its intent to participate in the program; (2) maximize its access to federal funds for NSBP and NSLP by participating in the CEP or another special assistance alternative, if eligible, and (3) operate the NSBP and NSLP in a manner that in the opinion of ISBE, draws down the most possible federal funding for meals served in the NSBP and NSLP. If State funding is insufficient to cover reimbursement of all interested boards, ISBE is required to inform eligible schools of the impact of the inadequate funding so that boards can make an informed decision about food service administration in their districts. **Issue 113, October 2023**

Document Status: Draft Update

4:160 Environmental Quality of Buildings and Grounds

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

Pesticides

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. [PRESSPlus1](#) Additionally, the application of any restricted use pesticides ~~will not be~~ is prohibited applied on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, [225 ILCS 235/](#), and the Lawn Care Products Application and Notice Act, [415 ILCS 65/](#).

Coal Tar Sealant

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

LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

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

PRESSPlus Comments

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

Pesticides is not specifically defined in PASA; however, the Illinois Pesticide Act (IPA) defines both *pesticides* and the subcategory of *restricted use pesticides*. 415 ILCS 60/4. PASA therefore appears broader than the IPA because it applies to all pesticides, including those that are not restricted use pesticides. However, PASA is narrower than the IPA in two ways. First, PASA's geographic scope is narrower than the IPA because PASA does not apply to "areas of school grounds where children are typically not present, including, but not limited to flower beds and lawns surrounding the school not used as playing fields." Second, PASA is narrower in that its prohibition is only in effect when students are in attendance for instruction, compared to the IPA prohibition that applies during *normal school hours* and could extend beyond instructional hours. For ease in administering these slightly different standards, an elementary or unit district may want to follow the more restrictive geographic and temporal prohibitions in the IPA but apply them to all types of pesticides. See also footnote 4 of sample policy 4:160, *Environmental Quality of Buildings and Grounds*, and sample administrative procedure 4:160-AP, *Environmental Quality of Buildings and Grounds*, available at PRESS Online by logging in at www.iasb.com. **Issue 113, October 2023**

Document Status: Draft Update

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

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

Date:

To: Parents/Guardians, Students, and Staff

Re: Eligibility and Meal Charge Notifications

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

Free and Reduced-Price Food Services Eligibility

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

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

Meal Charges for Meals Provided by the District

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

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

When a student's funds are low ~~or~~ and when there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. State law

allows the Building Principal to contact parents(s)/guardian(s) to attempt collection of the owed money when the amount owed is more than the amount of five lunches. If a parent/guardian regularly fails to provide meal money for the child(ren) that he/she is responsible for in the District and does not qualify for free meal benefits or refuses to apply for such benefits, the Building Principal or designee will direct the next course of action. Continual failure to provide meal money may require the District to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges, up to and including seeking an offset under the State Comptroller Act, if applicable.

LEGAL REF.:

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

[7 C.F.R. §245.5](#).

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

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

PRESSPlus Comments

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

Document Status: Draft Update

5:30 Hiring Process and Criteria

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

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

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

Job Descriptions

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

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

Investigations

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

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

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

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

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law, including without limitation, investigation into or inquiry concerning: (1) credit history or report unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; (2) The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria; (3) The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation; (4) The District does not request or require an applicant to disclose wage or salary history as a condition of employment; (5) The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation; (6) claim(s) made or benefit(s) received under Workers' Compensation Act; and (7) access to an employee's or applicant's personal online account, such as social networking website, including a request for passwords to such accounts.

Sexual Misconduct Related Employment History Review (EHR)

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

Physical Examinations

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

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

Also, please refer to the current "Contract Agreement between Spring Valley Association of Non-Certified Workers, An Independent Voluntary Association, and the Board of Education Spring Valley Elementary District #99."

Orientation Program

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

LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

5:190 Teacher Qualifications

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

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

The Superintendent or designee shall:

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

LEGAL REF.:

[20 U.S.C. §6312\(e\)\(1\)\(A\)](#).

[105 ILCS 5/10-20.15](#), [5/21-11.4](#), [PRESSPlus1 5/21B-15](#), [5/21B-20](#), [5/21B-25](#), and [5/24-23](#).

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

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

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to the repeal of 105 ILCS 5/21-11.4. **Issue 113, October 2023**

Document Status: Draft Update

5:200 Terms and Conditions of Employment and Dismissal

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

School Year and Day (Work Day / School Calendar), Salary, Assignments and Transfers, Dismissal, Evaluation

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

Duty-Free Lunch

Teachers are required to work the school day adopted by the Board of Education. Teachers are required to work the school day adopted by the Board. Teachers employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

Nursing Mothers

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

School Social Worker Services Outside of District Employment

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

LEGAL REF.:

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

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

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, [5/22-95](#), [5/22.4](#), [5/24-16.5](#), [5/24-2](#), [5/24-8](#), [5/24-9](#), [5/24-11](#), [5/24-12](#), [5/24-21](#), [5/24A-1 through 24A-20](#).

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

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

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

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest),

PRESSPlus Comments

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

Document Status: Draft Update

5:210 Resignations and Retirement

~~Tenured t~~ Teachers may resign at any time with consent of the Board of Education ~~or by written notice sent to the Board of Education Secretary at least 30 days before the intended date of resignation.~~
~~However, n~~ No teacher may resign during the school term in order to accept another teaching position without the consent of the Board of Education. A teacher may resign outside of a school term if the teacher provides written notice to the secretary of the Board, at least 30 calendar days prior to the first student attendance day of the following school year. Teachers who resign with less than 30 days' notice prior to the first student attendance day of the following school term will be deemed to have resigned during the school term. [PRESSPlus1](#)

Probationary teachers may resign during their contract period only with the Board of Education's consent.

Retirement

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

Early Retirement Without Discount

Pursuant to the provisions of Section 16-133.2 of the Illinois Pension Code, it is the policy of the Board of Education that no certificate of eligibility for early retirement without discount (ERO) shall be issued by the Board of Education to any teacher who as of the date of this policy has not been approved for ERO.

LEGAL REF.:

[105 ILCS 5/24-14.](#)

Park Forest Heights School Dist. v. State Teacher Certification Bd., 363 Ill.App.3d 433 (1st Dist. 2006).

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/24-14, amended by P.A.s 102-552 and 103-549, refers to a school term as commencing on the first day of student attendance. A teacher who resigns during the school term, without the board's permission, or who resigns in order to accept another teaching assignment may be referred by the board to the State Superintendent of Education, who shall convene an informal evidentiary hearing within 90 days after receipt of a district's referral. The referral to the State Superintendent must be submitted within 10 business days after the board denies acceptance of the resignation and contain: (1) a dated copy of the teacher's resignation letter; (2) a copy of the reporting district's current school year calendar; (3) proof of employment for the school year at issue; (4) documentation showing that the board did not accept the teacher's resignation; and (5) evidence that the teacher left the district in order to accept another teaching assignment. The district must also notify the teacher of the referral within five business days after submitting it to the State Superintendent.

Issue 113, October 2023

Document Status: Draft Update

5:220 Substitute Teachers

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

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

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

The Ill. Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year through June 30, 2026, PRESSPlus1 but not more than 100 paid days in the same classroom. Beginning July 1, 2026³, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

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

Short-Term Substitute Teachers

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

Emergency Situations

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

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

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

Document Status: Draft Update

5:250 Leaves of Absence

Sick and Bereavement Leave, Sabbatical Leave, Personal Leave, Child-Rearing Leave (Maternity Leave / Childrearing Leave), Union Leave, Professional Business Leave, Personal Emergency Leave

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

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

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

Child Extended Bereavement Leave [PRESSPlus1](#)

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

Leave of Absence Without Pay

The Board may grant a leave of absence without pay to tenured professional staff members who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the Board.

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with a reasonable continuity of instruction for students.

Leaves for Service in the Military

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

General Assembly

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

Leave for Employment in Department of Defense

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

School Visitation Leave

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

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

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

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

The Victims' Economic Security and Safety Act ([VESSA](#)) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 ([29 U.S.C. §2601 et seq.](#)).

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

Upon request, the Board ~~of Education~~ will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to twenty~~20~~ days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, ~~and~~ (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

Leave to Serve as an Election Judge

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

COVID-19 Paid Administrative Leave

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

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

The employee will receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the Ill. Dept. of Public Health, unless a longer period has been negotiated with the exclusive bargaining representative.

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

LEGAL REF.:

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

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

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

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

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

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

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

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

Questions and Answers:

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

- The district employs more than 250 employees. (Default)
 - The district employs between 50-249 employees. (IASB will substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss.")
 - The district employs fewer than 50 employees. (IASB will delete the subhead regarding Child Extended Bereavement Leave and the Legal Reference to 820 ILCS 156/.)
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PRESSPlus Comments

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

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

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

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

Document Status: Draft Update

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

Sick Days

Please refer to the current “Contract Agreement between Spring Valley Association of Non-Certified Workers, An Independent Voluntary Association, and the Board of Education Spring Valley Elementary District #99,” or individual contracts.

Vacation

Please refer to the current “Contract Agreement between Spring Valley Association of Non-Certified Workers, An Independent Voluntary Association, and the Board of Education Spring Valley Elementary District #99”, or individual contracts.

Holidays

Please refer to the current “Contract Agreement between Spring Valley Association of Non-Certified Workers, An Independent Voluntary Association, and the Board of Education Spring Valley Elementary District #99”, or individual contracts.

Personal Leave

Please refer to the current “Contract Agreement between Spring Valley Association of Non-Certified Workers, An Independent Voluntary Association, and the Board of Education Spring Valley Elementary District #99”, or individual contracts.

Leaves for Service in the Military and General Assembly

Educational support personnel receive military and General Assembly leaves on the same terms and conditions granted professional staff.

Bereavement Leave

Educational support personnel receive bereavement leave on the same terms and conditions granted professional staff.

School Visitation Leave

Educational support personnel receive school visitation leave on the same terms and conditions granted professional staff.

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 [105 ILCS 5/24-6.3](#).

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

Educational support personnel receive a leave for victims of domestic violence, sexual violence, or gender violence on the same terms and conditions granted professional staff.

Family Bereavement Leave

Educational support personnel receive family bereavement leave on the same terms and conditions granted professional staff.

Child Extended Bereavement Leave [PRESSPlus1](#)

Educational support personnel receive child extended bereavement leave on the same terms and conditions granted professional staff.

Leave to Serve as an Election Judge

Educational support personnel receive a leave to serve as an election judge on the same terms and conditions granted professional staff.

COVID-19 Paid Administrative Leave

Educational support personnel receive COVID-19 paid administrative leave on the same terms and conditions granted professional staff.

LEGAL REF.:

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

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

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

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

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

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

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

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

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. See the **Question** attached to the PRESS Plus Draft Update for policy 5:250, *Leaves of Absence*. If the district enters a response that fewer than 50 full-time employees are employed by the district, this item and the Legal Reference to 820 ILCS 156/ will be deleted by IASB. **Issue 113, October 2023**

Document Status: Draft Update

6:15 School Accountability

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

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

Quality Assurance

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

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

The Superintendent shall make regular assessment reports to the Board, including projections whether the District and each school is or will be making adequate yearly progress as defined in State law. The Superintendent shall seek Board approval for each District and/or school improvement plan and otherwise when necessary or advisable.

LEGAL REF.:

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

6:30 Organization of Instruction

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

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

Students, for instructional purposes, may be placed in groups within the school which do not necessarily follow grade level designations. For purposes of attendance reporting and other records, however, each student must be identified as to grade-level placement.

Kindergarten

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

LEGAL REF.:

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

[23 Ill.Admin.Code §1.420.](#)

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

PRESSPlus Comments

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

Document Status: Draft Update

6:50 School Wellness

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

The Superintendent will ensure:

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

Goals for Nutrition Education and Nutrition Promotion

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

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

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).

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

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.

- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

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

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

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

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

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

Exempted Fundraising Day (EFD) Requests

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

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

Guidelines for Reimbursable School Meals

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

Unused Food Sharing Plan

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

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

Monitoring

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

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

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

Community Involvement

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

Recordkeeping

The Superintendent shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act. Records must include: (1) this policy; (2) documentation demonstrating compliance with community involvement, including requirements to make the policy and triennial assessments available to the public; and (3) documentation of the triennial assessment of this policy for each school under its jurisdiction.

LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

6:60 Curriculum Content

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

1. In each grade, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of opioid abuse. A reading opportunity of 60 minutes per day will be promoted for all students in kindergarten through grade 3 whose reading levels are one grade level or more lower than their current grade level. Daily time of at least 30 minutes (with a minimum of at least 15 consecutive minutes if divided) will be provided for supervised, unstructured, child-directed play for all students in kindergarten through grade 5. A unit of cursive instruction will be offered in grade(s) 2. In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 7 and 8, as well as in interscholastic athletic programs, steroid abuse prevention must be taught.
3. In kindergarten through grade 8, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence.
4. In grades kindergarten through 8, age-appropriate Internet safety must be taught, the scope of which shall be determined by the Superintendent or designee. The curriculum must incorporate policy 6:235, *Access to Electronic Networks* and, at a minimum, include: (a) education about appropriate online behavior, (b) interacting with other individuals on social networking websites and in chat rooms, and (c) cyberbullying awareness and response.
5. In all grades, students must receive developmentally appropriate opportunities to gain computer literacy skills that are embedded in the curriculum.
6. In all grades, character education must be taught including respect, responsibility, fairness, caring, trustworthiness, and citizenship in order to raise students' honesty, kindness, justice, discipline, respect for others, and moral courage. Instruction in all grades will include educating students about behaviors that violate policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.
7. In all schools, citizenship values must be taught, including: (a) American patriotism, (b) principles of representative government (the American Declaration of Independence, the Constitution of the United States of America and the Constitution of the State of Illinois), (c) proper use and display of the American flag, (d) the Pledge of Allegiance, and (e) the voting process.
8. In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage with such frequency as determined by the Board, but at a minimum of three days per five-day week, during the school day, except on block scheduled days, in a physical education course. For exemptions and substitutions, see policies 6:310, *Credit for Alternative Courses and Programs, and Course Substitution*, and 7:260, *Exemption from Physical Education*.

9. In all schools, health education must be stressed, including: (a) proper nutrition, (b) physical fitness, (c) components necessary to develop a sound mind in a healthy body, (d) dangers and avoidance of abduction, and (e) age-appropriate and evidence-informed sexual abuse and assault awareness and prevention education in all grades. The Superintendent shall implement a comprehensive health education program in accordance with State law.
10. In all schools, career/vocational education must be taught, including: (a) the importance of work, (b) the development of basic skills to enter the world of work and/or continue formal education, (c) good work habits and values, (d) the relationship between learning and work, and (e) if possible, a student work program that provides the student with work experience as an extension of the regular classroom. A career awareness and exploration program must be available at all grade levels.
11. In all schools, conservation of natural resources must be taught, including: (a) home ecology, (b) endangered species, (c) threats to the environment, and (d) the importance of the environment to life as we know it.
12. In all schools, instruction as determined by the Superintendent or designee [PRESSPlus1](#) on United States (U.S.) history must be taught, including: (a) the principles of representative government, (b) the Constitutions of the U.S. and Illinois, (c) the role of the U.S. in world affairs, (d) the role of labor unions, (e) the role and contributions of ethnic groups, including but not limited to, the African Americans, Albanians, Asian Americans, Bohemians, Czechs, French, Germans, Hispanics (including the events related to the forceful removal and illegal deportation of Mexican-American U.S. citizens during the Great Depression), Hungarians, Irish, Italians, Lithuanians, Polish, Russians, Scots, and Slovaks in the history of this country and State, (f) a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBT) people in the history of the U.S. and Illinois, (g) Illinois history, and (h) the contributions made to society by Americans of different faith practices, including, but not limited to, Muslim Americans, Jewish Americans, Christian Americans, Hindu Americans, Sikh Americans, Buddhist Americans, and any other collective community of faith that has shaped America, (i) Native American nations' sovereignty and self-determination, both historically and in the present day, with a focus on urban Native Americans, and (j) beginning in the fall of 2024, the events of the Native American experience and Native American history within the Midwest and Illinois since time immemorial in accordance with 105 ILCS 5/27-20.05. [PRESSPlus2](#)

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

13. In grade 7 and all high school courses concerning U.S. history or a combination of U.S. history and American government, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.
14. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the Holocaust and crimes of genocide, including Nazi atrocities of 1933-1945, the Native American genocide in North America, [PRESSPlus3](#) Armenian Genocide, the Famine-Genocide in Ukraine, and more recent atrocities in Cambodia, Bosnia, Rwanda, and Sudan.
15. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the history, struggles, and contributions of women.
16. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on Black History, including the history of the pre-enslavement of Black people from 3,000 BCE to AD 1619, the African slave trade, slavery in America, the study of the reasons why Black people came to be enslaved, the vestiges of slavery in this country, the study of the

American civil rights renaissance, as well as the struggles and contributions of African-Americans.

17. In all schools, instruction during courses as determined by the Superintendent or designee on disability history, awareness, and the disability rights movement.
18. ~~Beginning in the fall of 2022,~~ In all schools, instruction as determined by the Superintendent or designee on the events of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States.
19. In kindergarten through grade 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

LEGAL REF.:

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

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

[47 C.F.R. §54.520](#).

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

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

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

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

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

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

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

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

PRESSPlus Comments

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

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

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

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

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

Document Status: Draft Update

6:230 Library Media Program

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

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

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

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

LEGAL REF:

75 ILCS 10/8.7.

23 Ill.Admin.Code §1.420(o).

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

Questions and Answers:

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

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

Which policy language has the board adopted?

- The program adheres to the principles of the American Library Association's Library Bill of Rights, which indicate that materials should not be proscribed or removed because of partisan or doctrinal disapproval. (Default)
 - The practice of banning books or other materials within the District's library media program is prohibited. (IASB will make this substitution.)
-

PRESSPlus Comments

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

Document Status: Draft Update

7:60 Residence

Resident Students

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

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

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition.

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

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition.

Residence of Students with Disabilities [PRESSPlus1](#)

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

Requests for Nonresident Student Admission [Q1](#)

Non-resident students may attend District schools upon the approval of a request submitted by the student's parent(s)/guardian(s) for non-resident admission. The Superintendent may approve the request subject to the following:

1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.
2. The student will be accepted only if there is sufficient room.
3. The student's parent(s)/guardian(s) will be charged the maximum amount of tuition as allowed by State law.

4. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

Admission of Nonresident Students Pursuant to an Agreement or Order

Non-resident students may attend District schools ~~tuition-free~~ pursuant to:

1. A written agreement with an adjacent school district, provided the Superintendent and adjacent district determine that the student's health and safety will be served.
2. According to an intergovernmental agreement.
3. Whenever any State or federal law or a court order mandates the acceptance of a non-resident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency. Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status

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

LEGAL REF.:

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

105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, ~~and~~ 5/10-22.5a, 5/14-1.11, 5/14-1.11a, and 5/14-1.11b.

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

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

[23 Ill.Admin.Code §1.240](#).

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

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

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

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

Questions and Answers:

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

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

No. (Default)

Yes. (IASB will add the following paragraph after the numbered list: "For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).")

PRESSPlus Comments

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

Document Status: Draft Update

7:70 Attendance and Truancy

Compulsory School Attendance

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

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

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

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 8 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in [105 ILCS 5/26-2a](#).
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem.

7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for a 17-year-old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *Students School Admissions and Student Transfers To and From Non-District Schools*.
9. A process for the collection and review of chronic absence data and to:
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
10. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
11. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
12. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
13. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
14. A protocol for making the notifications required by the [School Code, Section 26-3a](#), concerning students who were removed from the regular attendance roll, exclusive of transferees, because they were expelled; have withdrawn; left school; withdrew due to extraordinary circumstances; have re-enrolled in school since their names were removed from the attendance rolls; were certified to be chronic or habitual truants; or were previously certified as chronic or habitual truants who have resumed regular school attendance. The status of a driver's license or instructional permit will be jeopardized for a student who is the subject of this notification because of non-attendance unless the non-attendance is due to extraordinary circumstances as determined by the criteria established below.
15. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.
16. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum academic or attendance standards according to provisions in the [School Code, Section 26\(c\)](#). A parent/guardian has the right to appeal a decision to exclude a student; the Illinois State Board of Education's rule will control the appeal process, [23 Ill.Admin.Code §1.242](#).

Monitoring

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

LEGAL REF.:

105 ILCS 5/22-92 and 5/26-1 through [5/26-3, 5/26-5 through 5/26-16, and 5/26-18](#). [PRESSPlus1](#)

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

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

CROSS REF.: [5:100](#) (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:340 (Student Records)

PRESSPlus Comments

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

Document Status: Draft Update

7:160 Student Appearance

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

LEGAL REF.:

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

7:190 Student Behavior

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

When and Where Conduct Rules Apply

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

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

Prohibited Student Conduct

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

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

physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*

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

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

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
5. Using or possessing a cellular telephone, electronic signaling device, two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal
6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff, [PRESSPlus1](#) wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual

harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.

11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

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

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

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

Disciplinary Measures

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

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended shall also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled shall also be restricted from being on school grounds and at school activities.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in [Article 13A](#) or [13B of the School Code](#).
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or *weapons* or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion. Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or

prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

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

Weapons

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

1. A *firearm*, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal Code of ~~1964~~ [2012](#) ([720 ILCS 5/24-1](#)).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any *firearm* as defined above.

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

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

Re-Engagement of Returning Students

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

Required Notices [PRESSPlus2](#)

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member or is subject to a battery. ~~Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian.~~ School grounds includes modes of transportation to school activities and any public

way within 1000 feet of the school, as well as school property itself.

Upon receiving ~~such~~ a report ~~of (1), above~~, the Building Principal or designee shall immediately notify ~~the local law enforcement~~. In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee ~~agency, Ill. State Police (ISP)~~, and any involved student's parent/guardian.^{Q1}

Upon receiving a report on any of the above (1)-(3), the Superintendent or designee shall immediately notify local law enforcement. The Superintendent or designee shall also report incidents involving battery against staff members to the Ill. State Board of Education through its web-based School Incident Reporting System as they occur during the year and no later than August 1 for the preceding school year.^{PRESSPlus3}

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

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

Student Handbook

The Superintendent, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

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

Incorporated

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

LEGAL REF.:

20 U.S.C. §~~608~~⁷⁹⁷¹, Pro-Children Act of ~~2004~~¹⁹⁹⁴.

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

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

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

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

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

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

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

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

Questions and Answers:

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

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

Expand the notification duty to include drug-related incidents and battery of a staff member. (Default)

Align notification duty to 105 ILCS 5/27.1A(b). (IASB will amend the second sentence as follows: "In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and, if a student is reportedly in possession of a firearm, also any involved student's parent/guardian.")

PRESSPlus Comments

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

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

PRESSPlus 3. Updated in response to 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, 5/10-27.1B(b), and 5/10-21.7, amended by P.A. 102-894. To satisfy the reporting requirement, ISBE created the School Incident Reporting System (SIRS), a web-based application on IWAS for schools to report incidents electronically. See subhead **J. Required Notices** of sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, available at PRESS Online by logging in at www.iasb.com. Reporting on SIRS does not satisfy the requirement to report incidents to local law enforcement authorities. **Issue 113, October 2023**

Document Status: Draft Update

7:270 Administering Medicines to Students

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

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

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

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

Self-Administration of Medication

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

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan^{III. Food Allergy Emergency Action Plan and Treatment Authorization Form}, [PRESSPlus1](#) (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act.

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

School District Supply of Undesignated Opioid Antagonists [PRESSPlus2](#)

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law. Opioid antagonist means a drug that binds to opioid receptors and blocks or inhibits the effect of

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

School District Supply of Undesignated Oxygen Tanks^{Q1}

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

School District Supply of Undesignated Glucagon

The Superintendent or designee shall implement [105 ILCS 145/27](#) and maintain a supply of undesignated glucagon in the name of the District in accordance with manufacturer's instructions.

When a student's prescribed glucagon is not available or has expired, a school nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis

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

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

school bus.

3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

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

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

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

Void Policy

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

The **School District Supply of Undesignated Oxygen Tanks** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a qualifying prescriber, [PRESSPlus3](#) or (2) fill the District's prescription for undesignated oxygen tanks.

The **School District Supply of Undesignated Glucagon** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for glucagon from a qualifying prescriber, or (2) fill the District's prescription for undesignated school glucagon.

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

Administration of Undesignated Medication

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

Undesignated Medication Disclaimers

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

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

LEGAL REF.:

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

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

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

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

[23 Ill.Admin.Code §1.540](#).

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

Questions and Answers:

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

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

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

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

Yes. If yes, does the board want the district to maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary? Type "yes" or "no." If no, IASB

will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.):

PRESSPlus Comments

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

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

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

Document Status: Draft Update

7:285 Anaphylaxis Prevention, Response, and Management Program

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

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

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

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).
3. Follows and references the applicable best practices specific to the District's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
4. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
5. Complies with State and federal law and is in alignment with Board policies.

Monitoring

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

LEGAL REF.:

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

[23 Ill.Admin.Code §1.540.](#)

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

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

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements for staff members who work with students. **Issue 113, October 2023**

Document Status: Draft Update

7:290 Suicide and Depression Awareness and Prevention

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

Suicide and Depression Awareness and Prevention Program

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

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements [105 ILCS 5/2-3.139](#) and [105 ILCS 5/27-7](#) (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under [105 ILCS 5/3-14.8](#) (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by [105 ILCS 5/10-22.39](#) for ~~licensed school personnel and administrators~~ **all District staff** [PRESSPlus1](#) who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
 - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
 - a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and [405 ILCS 49/15\(b\)](#) (requiring student social and emotional development in the District's educational program);

- b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the District;
 - c. 6:140, *Education of Homeless Children*, implementing provision of District services to students who are homeless;
 - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and [105 ILCS 5/10-22.24a](#) and [22.24b](#), which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
 - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
 - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
 - g. 7:250, *Student Support Services*, implementing the Children’s Mental Health Act, [405 ILCS 49/](#) (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
 - h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE’s website pursuant to *Ann Marie’s Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
 5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
 6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District’s Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

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

Monitoring

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

Information to Staff, Parents/Guardians, and Students

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

Implementation

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

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

LEGAL REF.:

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

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

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

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

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

8:30 Visitors to and Conduct on School Property

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

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

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

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

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

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

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.
4. Damage or threaten to damage another's property.
5. Damage or deface School District property.
6. Violate any Illinois law, or town or county ordinance.

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

Exclusive Bargaining Representative Agent

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

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

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

Convicted Child Sex Offender

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

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

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

Enforcement

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

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. [PRESSPlus1](#) The person is also may be subject to being denied admission to school athletic or extracurricular events or meetings for up to one calendar year in accordance with the procedures below.

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

Before any person may be denied admission to athletic or extracurricular school events or meetings as provided in this policy, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

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

LEGAL REF.:

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

20 U.S.C. §7971 84 et seq., Pro-Children Act of 2001 1994.

105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).

[115 ILCS 5/3](#)(c), Ill. Educational Labor Relations Act.

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

~~430 ILCS 66/, Firearm Concealed Carry Act.~~

410 ILCS 705/, Cannabis Tax and Regulation Act.

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

720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to PRESS Advisory Board member feedback requesting

clarification on the authority of boards to enforce conduct rules under 105 ILCS 5/10-20.5 and under various criminal trespass statutes. Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property); 5/21-1.2 (institutional vandalism); 5/21-3 (criminal trespass to real property); 5/21-5 (criminal trespass to State supported land); 5/21-5.5 (criminal trespass to a safe school zone); 5/21-9 (criminal trespass to a place of public amusement); 5/21-11 (distributing or delivering written or printed solicitation on school property). **Issue 113, October 2023**

PRESSPlus 2. Updated in response to PRESS Advisory Board member feedback requesting clarification that the scope of subhead **Procedures to Deny Future Admission to Athletic or Extracurricular School Events or Meetings** is limited, as specified in the new subhead title, to topics set forth in 105 ILCS 5/24-24.

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

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

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

TRANSPORTATION AGREEMENT BETWEEN LASALLE ELEMENTARY SCHOOL DISTRICT NO.122 AND JOHANNES BUS SERVICE INC.

The Agreement, which is an extension of an existing Agreement entered into by and between the parties hereto, is made on the 19th day of December, 2023 between LaSalle Elementary School District No. 122, LaSalle County, Illinois, hereinafter referred to as the “School” and “District”, and Johannes Bus Service Inc., hereinafter referred to as the “Contractor.”

WITNESSETH: That WHEREAS, LaSalle Elementary School District No. 122 is a public school, engaged in education from preschool through eighth grades, and the Contractor is engaged in the business of providing contracted school transportation for school children enrolled in LaSalle Elementary School District No. 122 and designated by the District to be eligible for transportation services to and from school on routes approved by the District.

NOW, THEREFORE, for and in consideration of the mutual conditions, terms, and covenants, hereinafter set forth, it is agreed by and between the parties hereto as follows:

GENERAL TERMS AND CONDITIONS

1. SCOPE:

The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students, designated by the District to be served under the provisions of the Agreement. Such transportation shall be provided for each and every day that school is convene, and in accordance with the bus routes and schedules as submitted and provided by the District.

2. DURATION OF AGREEMENT:

This Agreement, which is an extension of an existing Agreement, shall take effect on July 1, 2024, and shall continue in force and effect until June 30, 2026, a period of ~~three~~ (2) years. The District has the unilateral right to extend this Agreement for up to one (1) additional one (1) year periods ~~per,~~ subject to Illinois Law.

3. PERSONNEL:

Transportation vehicles shall not be operated by any other than a person holding the required license and proper school bus driver’s permit issued to him/her by the appropriate agency or agencies of the State of Illinois. Every driver shall follow the normal and usual instructions and requirements of the Illinois State Board of Education and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. This includes but is not limited to any and all Drug Testing and Criminal Background check requirements and other District requirements. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of the highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District shall have the unfettered right to refuse personnel of their successful proposer/bidder for use in completing the Contract, and may require reassignment of such personnel so that such personnel do not provide bussing services to the District. All such refusals or reassignment directives shall be in writing from the District. The Contractor is responsible for all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

4. DRIVERS:

Transportation vehicles shall not be operated by any other than a person holding the required license and proper school bus driver's permit issued to him/her by the appropriate agency or agencies of the State of Illinois. Every driver shall follow the normal and usual instructions and requirements of the Illinois State Board of Education and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. This includes but is not limited to any and all Drug Testing and Criminal Background check requirements and other District requirements. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of the highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District shall have the unfettered right to refuse personnel of their successful proposer/bidder for use in completing the Contract, and may require reassignment of such personnel so that such personnel do not provide bussing services to the District. All such refusals or reassignment directives shall be in writing from the District. The Contractor is responsible for all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

5. SAFETY PROGRAM:

The Contractor shall plan and administer a safety program in conformance with the State laws and regulations and any subsequent changes or additions thereto. The safety program must include, but is not limited to the following: Bus Drivers: All drivers must meet acceptability requirements as indicated in Section 6-104 and 6-106.1 of the Illinois Vehicle Code (625 ILCS 5/6-104 and 5/6-106.1). All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operations, rules and regulations, and first aid. All drivers must participate in a defensive driving course as certified by the National Safety Council. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid. Drivers and other bus company personnel on busses must comply with all State and federal laws and regulations as well as all applicable District Policies, including but not limited to such requirements as may be promulgated as a result of any epidemic or pandemic (e.g., a requirement that students be temperature and symptom checked by company non-driver personnel before entering a bus and/or that bus drivers must self-certify that they are not symptomatic). A safety meeting will be conducted each month. The Contractor shall inform the District's Administration of the date, time, and location of such meetings such that a District representative may be present if they so desire.

6. LAWS AND REGULATIONS:

During the entire term of this Agreement, the Contractor shall comply in every aspect with all laws, rules, and regulations of the State of Illinois affecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the rules and regulations promulgated by the Illinois Office of Education. The Contractor will comply with the Illinois Fair Employment Act.

7. ROUTES AND SCHEDULES:

Contractor will deliver all passengers to such points on the school grounds as the School may, from time-to-time, designate, and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules and routes set up by the District, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions. Except as otherwise expressly contracted by and between the parties, Contractor's personnel shall be solely responsible for the bus ingress and egress of students, including but not limited to students who require the assistance of a wheelchair, and shall be solely responsible for the oversight of students while on the bus. The Contractor shall not permit more passengers

to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever. Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District. The District reserves the right to revise or change any and all routes and the number of busses required hereunder to best suit its needs at any time before or during the school year. Any such revision shall become a part of the Contract. All buses to be scheduled are to arrive at the School at the time designated by the District. At dismissal time, buses shall arrive at the School prior to dismissal, and shall depart not more than ten (10) minutes after dismissal time absent an emergency circumstance. Final routes will be submitted by the Contractor to the District at least ten (10) days prior to the District's designated first day of school. A representative of the Bus Company, familiar with the District's routes and bus policies, shall be present throughout the District's registration. Routes shall be designed so that students shall only be picked up from home and delivered to their homes except when the District has confirmed service to or from alternate locations. All drivers shall be required to do a practice route run with the school bus prior to the first day of school. The Contractor shall work with participating Districts to determine the costs and logistics relating to any conflict in District attendance days or times, including but not limited to early dismissals, late starts, institute days, spring breaks, or -cancellations resulting from the sharing of bus routes. The Districts reserve the right to modify start and dismissal times during the course of any contract to ensure that they can realize the greatest cost savings for "shared" routes.

8. INSURANCE AND INDEMNITY:

Contractor shall carry, pay for, and keep in force, in companies licensed to do business in Illinois, Comprehensive General Liability and Comprehensive Automobile Liability in minimum amounts of insurance for each separate participating District as follows:

\$10,000,000.00 bodily injury and death and/or property damage combined single limit for each occurrence.

The Contractor shall carry Workers' Compensation Insurance in the minimum as specified by law, and waive subrogation against the District.

The policies will show as primary, non-contributory additional named insured: "The Board of Education, School District, individual members thereof and all officers, agents and employees of the District."

The Contractor shall present and maintain current certificates of insurance throughout the term of this Contract to the District giving evidence of insurance coverage through companies licensed to do business in Illinois with an A. M. Best Rating of A- or better, and otherwise satisfactory to the District.

Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to both District and Contractor, and to include this clause in the insurance.

For each year of ~~the~~this contract extension, the Contractor shall provide the District with verification of the applicable insurance and indemnity requirements outlined in Section 8 of this contract within thirty (30) days of the commencement of each contract year.

9. EQUIPMENT:

The District will not be responsible for financing, owning, or licensing vehicles. All vehicles must be parked, maintained and taxed within the jurisdictional boundaries of the Districts and no more than fifteen (15) miles from LaSalle-Peru Township High School District No. 502. Proposers may offer multiple bus terminals, or bus barns throughout the consortium (subject to the terms of the preceding sentence).

The average age of the bus fleet to be used within each District will not exceed five (5) years at any time

during the term of any Contract. The maximum allowable age for any single unit to be used within a District shall be, at any time during the term of any Contract, ten (10) years. All busses are to be either gas or diesel powered (Proposer must specify) subject to any District specific requirements set forth in Exhibit D. Proposer may not submit a Proposal providing that a combination of both gas and diesel busses are to service individual Districts. Proposers may, but are not required, to submit alternative Proposals based upon use of either gas or diesel busses.

All buses shall be equipped with two-way radios and at least two (2) digital video cameras. All recordings made by such cameras shall be preserved for a minimum of thirty (30) days, and such preserved recordings shall be provided to the District upon request. Districts will have access upon request to any and all other recordings available on all media, current operating systems, bus and district devices. All bus drivers shall have access to GPS navigation system devices within 24 hours of notice from the District that such a device is requested with regard to a particular route. Radios must have a capacity sufficient to maintain contact with the bus terminal at all route points. The successful Proposer shall require that each school bus driver (i) test the two-way radio and video camera to ensure that it is functioning properly before any bus is operated; and (ii) before leaving the bus at the end of each route, work shift, or work day, to walk to the rear of the bus and check the bus for children or other passengers in the bus. The District shall be provided with a portable radio in order to contact drivers directly as necessary.

10. EMERGENCY CANCELLATION OF TRANSPORTATION & ADJUSTMENT OF ROUTES

The Contractor will follow District procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses. The District shall not be charged for routes not driven as a result of emergency cancellations. Cancellations will be made by 6:00 A.M.

Whenever the bus requirements change to the degree that adjustments of existing routes do not permit transportation without overcrowding, the Contractor shall provide additional bus(es) as may be required. These additional bus(es) shall be furnished at the same rate of cost per trip as set forth in the Agreement of this Contract. Conversely, if transportation requirements should change to the degree that the entire bus(es) need no longer be utilized, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such bus(es). This provision shall be effective only after reasonable written notice of not less than one (1) week has been given the Contractor. Absolutely no increase or decrease in the number of buses utilized shall be made without prior approval from the Superintendent of Schools or his/her designee. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District and be included as a part of the written approval for the Contractor to make a change in services. The District reserves the right to make alternative arrangements with regard to arrangements for Special Education, Alternative School, Extra-Curricular, or other additional transportation needs.

11. CONTRACTOR NOT AN AGENT:

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent Contractor furnishing transportation services for the District.

12. OPERATING EXPENSE:

The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as state license, fuel, oil lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing, radios, cameras, and tapes.

13. STUDENT MANAGEMENT:

Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by the School District. It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the District's Principal, Superintendent or Board of Education. The

driver is responsible only for discipline required to operate the bus; beyond this point, he/she would ask for help. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Under no circumstances may a driver refuse to transport a student who is assigned to his bus without express consent from the District. Supervisor shall, within 24-hours of any such incident, advise the building administrator of the building to which the students on the bus are most directly related, of all instances of serious misbehavior on their bus and shall assist the building administrator (or his/her designee) in obtaining whatever information is desired with respect to each incident. Further administrative procedures and regulations shall be established cooperatively between the District and the successful bidder. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor. All facilities will be the responsibility of the Contractor; however, the District will endeavor to assist the Contractor in receiving restitution for damaged equipment. When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the District.

14. PAYMENT OF REGULAR TRANSPORTATION:

The Contractor will submit a monthly bill for regular transportation. The District will process and issue payment on a monthly basis. The Contractor shall also submit such other reports as may from time to time be requested by the District. Such reports shall be on such forms as may be furnished or prescribed by the District. Records sufficient to confirm the accuracy of all such reports shall be kept by the Contractor and made available for inspection by the District at all reasonable times for one year after the submission of each report. The Contractor shall provide separate invoices for all additional transportation which is not part of the regular routing.

15. ASSIGNMENT OF AGREEMENT:

No Agreement shall be assigned or any part of the same subcontracted without the express written consent of the Board, but in no case, shall such consent relieve the Contractor from its obligation or change the terms of the Agreement.

16. SCHEDULE OF RATES:

See attached Schedule of Rates – (ATTACHED as “Exhibit A”)

17. FUEL:

The Contractor shall provide fuel for the operation of the buses under this Contract. The Contractor will specify the type of fuel used in its Proposal, either gasoline or diesel. For Proposals based on the provision of gas-fueled buses, the Contractor will provide a base fuel rate of \$2.00 per gallon. For Proposals based on the provision of diesel-fueled buses, the Contractor will provide a base fuel rate of \$2.35 per gallon. The cost of fuel includes all applicable taxes, fees, and delivery charges. If the average cost of fuel purchased by the Contractor increases by ten (10) cents or more per gallon, from the established base rate, the Contractor shall be entitled to a one (1) cent per mile increase for each ten (10) cent incremental rise in fuel costs. Likewise, if the average cost of fuel purchased by the Contractor decreases by ten (10) cents or more per gallon from the established base rate, the District shall be entitled to a one (1) cent per mile credit for each ten (10) cent incremental decrease in fuel costs. The fuel cost adjustment will be applied to the average daily mileage as established by the route configuration. The fuel cost for purposes of this adjustment shall be averaged and adjusted semi-annually after comparison to the original base cost. The Contractor shall provide documentation, upon request, validating the gallons used by providing the invoices and mileage records for each bus.

18. SHARED (PAIRED) ROUTES:

Districts engaged in the consortium desire to maximize the cost savings and efficiency by utilizing, to the extent practicable, shared/paired bus routes for bids involving more than one District. The implementation of shared/paired bus routes will maximize the cost savings to the Districts involved. The implementation of a shared/paired route can occur independently in a two-prong function: the following ways, and shall be subject to the mutual agreement of all affected school districts:

1. A single bus is can be used to transport students from two or more school districts. In this scenario, the school districts utilizing the single bus will split the costs equally among the districts utilizing the service. As an example, a single bus is transporting both Peru Elementary and LaSalle Elementary students. If the total cost of the route is \$283.00 per day, then each school district will be responsible for half (\$141.50) of the routes total cost.
2. Two or more districts could use a single bus to complete two independent routes for their districts, ~~and such~~ that both routes are completed within the defined two-hour (120 minute) window. As an example, a single bus is used to complete a separate individual route for LaSalle-Peru Township High School, and then the same bus completes a separate individual route for LaSalle Elementary all completed within a single two-hour (120 minute) period of time. If the total cost of the route is \$283.00 per day, then each school district will be responsible for half (\$141.50) of the routes total cost.

19. PROPOSAL SPECIFICATIONS:

The General Proposal Conditions, Special Conditions, Contract Specifications, and all exhibits set forth within the Request for Proposals for Transportation of Students (hereinafter the "Proposal Specifications"), attached hereto and made a part of the Agreement. Any inconsistency shall be resolved in favor of the terms of this Agreement.

20. FORCE MAJEURE:

If by reason any acts of God, fire, pandemic, epidemic, strikes, present or future laws, ordinances, government orders, either party shall be prevented from carrying out the terms and conditions of this Agreement, then at the election of the School, this Agreement may either be terminated (subject to the payment provisions set forth in the Request for Proposal) or, if the Contractor is so prevented from carrying out the terms and conditions of this Agreement, the School shall have the right to utilize the contracted equipment, including spares and school personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. The Principal of the District/School shall have authority to determine if school will be in session in case of unusual situations.

21. HOLD HARMLESS:

The Contractor agrees to defend the School District, its Board of Education and members thereof, individually, and all officers and employees of said Board of Education, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner caused by, arising from, incidental to, connected with or growing out of the performance of this Contract.

IN WITNESS WHEREOF, the parties have set their hand and seal has caused this document to be executed by their proper officers effective the date and year first written above.

LaSalle Elementary School District No. 122

Johannes Bus Service Inc.

Name

Name

Title

Title

Date

Date

“EXHIBIT A”

[NOTE: EXHIBIT A PRESENTED HERE REPLACES THE SCHEDULE OF RATES IN THE INITIAL CONTRACT COVERING YEAR FY’ 22 & FY’ 23 & FY’24]

SCHEDULE OF RATES

	FY’25 (Year 4)	FY’26 (Year 5)	
Bus Monitor (2 hour Min)	\$28.08	\$30.05	
Midday Route	\$141.50	151.40	
Add/Reduce Reg. Route	\$283.00	\$302.81	
Substitute Driver (4 hour Min)	\$50.00 hr.	\$51.25 hr.	
Wheelchair Option	\$303.63	\$324.88	
Field Trip A (2 hours / 25 miles)	\$50.00 hr.	\$51.25 hr.	
Field Trip B (3 hours / 35 miles)	\$50.00 hr.	\$51.25 hr.	
Field Trip C (4 hours / 50 miles)	\$50.00 hr.	\$51.25 hr.	
	\$3.10 mile	\$3.18 mile	
	\$200.00 Min	\$205.00 Min	_____
Regular Routes (Per Day)	\$283.00	\$302.81	
<i>Three (3) Daily Routes</i>	\$849.000 daily	\$908.43 daily	
*174 Day Minimum			
**Proration for Days Unused	40%	40%	40%
*Special Education Route	\$154.68	\$165.50	
Shared with L-P, Oglesby, LaSalle (divided in thirds)			
*200 Day Minimum			
**Proration for Days Unused	40%	40%	40%

[All figures subject to alternative pairing/sharing arrangements agreed upon by school districts]

“EXHIBIT B”

PROPOSAL SPECIFICATIONS

REQUEST FOR PROPOSALS

FOR

TRANSPORTATION OF STUDENTS

I. GENERAL CONDITIONS:

OPENING DATE: February 2, 2021 10:00 A.M. (C.S.T.)

1. NOTICE IS HEREBY GIVEN that the Boards of Education of LaSalle-Peru Township High School District No. 120, Dimmick Consolidated School District No. 175, Peru Elementary School District No. 124, LaSalle Elementary School District No. 122, Oglesby Public Schools District No. 125, Waltham Community Consolidated School District No. 185, Hall High School District No. 502, Ladd Community Consolidated School District No. 94, Spring Valley Community Consolidated School District No. 99, Lostant CUSD No. 425, Putnam County CUSD No. 535, Tonica Community Consolidated School District No. 79, Deer Park Community Consolidated Elementary School, and DePue Unit Schools No. 103, are soliciting proposals/bids (hereinafter “Proposals”) for a three (3) year Contract on Student Transportation of Students for the School Districts, (hereinafter collectively referred to as either “District” or “Districts”) which will be opened on February 2, 2021 at LaSalle-Peru Township High School, 541 Chartres Street, LaSalle, IL 61301. The Contract period will be for the three (3) consecutive school years commencing July 1, 2021 and ending on June 30, 2024. The Districts shall each have the option to extend the Contract period for school years 2024-25 or for both school years 2024-25 and 2025-26.
2. The sealed Proposals shall be delivered to the office of LaSalle-Peru Township High School, 541 Chartres Street, LaSalle, IL 61301 in the Cavalier Community Room, any time prior to, but not later than, 10:00 A.M., (C.S.T.), February 2, 2021. Proposals shall be addressed to Dr. Steven R. Wroblewski. Any Proposals arriving after this time will not be opened. Proposals will be opened at that time.
3. Each Proposal must be submitted on the Proposal/Bid form (Attached Exhibit A) and must be contained in a sealed envelope, which shall state on the outside thereof the following required information:
 - A. Proposal for Student Transportation Services
 - B. Name and Address of Proposer/Bidder

4. All Proposals and terms submitted must be valid for at least sixty (60) days after the date set for the opening.
5. Proposers/Bidders (hereinafter “Proposers”) are responsible for their own verification of all information provided to them and are required to attend the Districts’ pre-opening conference at 9:00 a.m. on December 29, 2020, at LaSalle-Peru Township High School, 541 Chartres Street, LaSalle, IL 61301 in the Cavalier Community Room. If the proposer(s) are unable to attend in-person, attendance for the pre-opening conference will be offered virtually. The Boards of Education will not be responsible for oral instructions to the Proposers. Routes, times, number of students, and pick-up points may change slightly as the need to do so is indicated by each respective District.
6. In the event questions should arise requiring interpretation of these General Conditions, Specifications, and Special Conditions (hereinafter “Specifications”), such questions must be referred in writing to Zukowski Law Offices, 817 Peoria Street, P. O. Box 484, Peru, IL 61354, on or before December 29, 2020, or presented verbally or in writing at the pre-opening conference on December 29, 2020. The decision of Zukowski Law Offices will be conclusive to all parties. No questions will be responded to by the Districts hereunder except at the pre-opening conference or through a subsequent pre-opening conference memorandum. No advantages shall be taken by any party of manifest clerical errors or omissions in the Specifications. All proposers are requested to notify Zukowski Law Offices immediately of any errors or omissions that may be encountered.
7. Each of the aforementioned Districts is hereinafter referred to as “the District”, and the Board of Education of each District is hereinafter referred to variously as “the Board of Education” and “the Board”. “The Contract” hereinafter refers to each individual contract entered into by each respective District.

The Board of Education reserves the right to reject any and all Proposals related to the provision of services to the District, or to waive any informalities, irregularities or defects in any Proposal, should it deem to be in the best interest of the District to do so. The District is requesting proposals in accordance with 105 ILCS 5/10-20.21(a)(xvi). The District, while utilizing the flexibility provided under the School Code and reserving the other aforementioned rights, may utilize existing case law regarding bidding of School District contracts as persuasive authority in determining issues relating to the materiality of any defect present within any Proposals.

The Contract will be awarded, if at all, in accordance with 105 ILCS 5/10-20.21(a)(xvi) by first considering the Proposer(s)/Bidder(s) most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in these Specifications. When considering student safety and comfort, the District will consider a Proposer/Bidder’s reputation and history with regard to factors including, but not limited to:

- student treatment,
- driver conduct,
- bus operations,
- bus cleanliness, and
 - frequency of incidents necessitating contact between the District and the Contractor.

When conducting this examination, the District may consider both the information provided by the Proposer/Bidder and information otherwise available to the District. While the financial responsibility of the Proposer/Bidder is a significant concern, the Board is equally concerned with the proven ability of the Proposer/Bidder to satisfactorily perform the Contract so that the service would be provided in accordance with the Proposal/Bid and Contract documents. Only after the foregoing matters are considered shall the District then consider price (that is, the District will then identify and consider the lowest responsible Proposal/Bid) according to a review of the District's completed Proposal/Bid schedule and other attached schedules meeting specifications as determined by the Board of Education in accordance with Illinois law. The Proposer/Bidder must submit all schedules (Proposal/Bid forms) for all Districts as set forth on Exhibit A. The failure to submit all schedules will be deemed grounds for rejection of the Proposal/Bid.

In order to ensure the maximum efficiency and cost savings to the Districts each Proposer should submit Proposals for the provision of services to all Districts collectively, with Separate Exhibit A forms included within the Proposal setting forth the cost to each individual District. It is required that Proposers do not submit Proposals that may be adopted by individual participating Districts as an independent bilateral agreement between the Proposer/Bidder and the individual District, apart from the entire consortium. (or Proposals designed to result in contract or contracts with sub-groups of participating Districts). A Proposer's Proposal shall either be accepted (by independent action of the participating Boards of Education with regard to the costs set forth on the Bid Tabulation Sheet applicable to each such District) by Districts whose accepted Proposals, when considered together, aggregate to a minimum of 85% of the composite three-year dollar value of the Proposer's overall Proposal for all Districts referenced on the first page of this Request for Proposals or, if such approval is not secured, the Proposal shall be considered rejected.

The Districts desire to maximize the cost savings and efficiency by utilizing, to the extent practicable, "paired" bus routes for bids involving more than one District. The Proposer agrees to evaluate the existing District bus routes provided with these Specifications and are encouraged to make additional alternate Proposals using "paired" bus routes for one or more Districts that will maximize the cost savings to the Districts involved. An example of such a Proposal would be a combined bus route whereby a single bus is transporting both Peru Elementary and LaSalle Elementary students or where a single bus is used to complete a route for LaSalle-

Peru Township High School and then complete a route for Dimmick Grade School. Unless approved by each District, elementary and high school students shall not be combined in a single or shared route.

8. Any explanation or statement which the Proposer wishes to make must be placed in the same envelope with the Proposal but shall be written separately and independently of the Proposal and attached thereto. Unless the Proposer so indicates, it is understood that the Proposer has made its Proposal in strict accordance with the specification requirements.
9. Proposals must be accompanied by a bid bond or certified check in the amount of five percent (5%) of the regular route and the Special Education costs for one (1) year. Check/bonds will be returned concurrent with the Proposal award decision.
10. Pursuant to the School Bus Performance Bond Act of Illinois, the District Board of Education will require, from the successful Contractor, a performance bond for the period of the Contract, in the amount of one hundred percent (100%) of the regular route (and Special Education transportation if any (105 ILCS 210/0.01 et seq.). Upon satisfaction of such requirement, the bond shall be filed with the District's Treasurer on or before July 1st each year of the Contract. All costs of such bond will be the responsibility of the Contractor.
11. The Proposal/bid shall be based on the premise that the District will not be responsible for financing, owning, or licensing vehicles. All vehicles must be parked, maintained and taxed within the jurisdictional boundaries of the Districts and no more than fifteen (15) miles from LaSalle-Peru Township High School District No. 502. Proposers may offer multiple bus terminals, or bus barns throughout the consortium (subject to the terms of the preceding sentence).
12. The Equal Opportunity Clause of Section 6.1 of the Rules and Regulations of the Illinois Department of Human Rights is incorporated by reference and shall have the same force herein in its entirety.
13. All figures given for passengers, routes, or lengths of routes are based on data available for the 2020-21 school year.
14. Proposers must satisfy themselves, upon examination of this Request for Proposals as to the intent of the terms of the Request for Proposals. After the submission of the Proposal, no complaint or claim that there was any misunderstanding in regard to items listed for Proposal will be entertained from any party. Proposers are responsible to verify all information provided to them.
15. Proposers shall not include taxes, which school districts are not subject to, in their quotation, as the District is exempt.
16. All Proposals shall be deemed final, conclusive and irrevocable. No Proposal shall be subject to correction or amendment for any error or miscalculation.

17. Proposers must make available upon request by the District an audited financial report for their most recent fiscal year if the Proposer has been in existence at least one (1) fiscal year. In addition, each Proposal shall also include with the Proposal the items listed below as are available:
 - A. A description of its present operations and a list of outstanding transportation Contracts including the number of school buses used and the first year transportation service were furnished.
 - B. The corporate or individual history of the Proposer.
 - C. A resume summarizing the experience and qualifications of the Contract manager who will be primarily responsible for the performance of the Contract.
 - D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the Contract. The name of the Manager overseeing this Contract.
 - E. If the Proposer has not been in existence at least one (1) fiscal year, then the Proposer shall make available upon request its most recently available financial statement and a list, with contact information, of three (3) references.
18. The Proposer shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, including all School District policies, and any future amendments thereto, which may in any manner affect the performance of the Contract, and in particular, any such laws pertaining to safety. The Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice. This Proposal is subject to and governed by the Equal Employment Opportunity Clause set forth in the Rules and Regulations of the Illinois Department of Human Rights, and any other Illinois laws to the extent applicable. Further, the successful Proposer must comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued hereunder and shall certify that all items furnished under this Proposal will conform to and comply with said standards and regulations. Further, the successful Proposer must comply with the provisions of the Consumer Product Safety Act and certify that items furnished under this Proposal conform to applicable standards.
19. No Contract shall be assigned without written consent of the Board, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Contract.
20. Alternate Proposals shall not be considered.

21. Contractor shall keep all requirements used in the transportation of students in accordance with the State of Illinois Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass the State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the District at all times.
22. Contractor shall submit a description of the equipment which he proposes to use in carrying out the Contract prior to the beginning of the school term. This will include the age and mileage of said equipment and be set forth on attached Exhibit B.
23. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the Contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment per diem, or per trip, compensation.
24. Standby buses maintained in good working condition, shall be available in sufficient numbers for all curricular and extracurricular needs. (Please complete Exhibit C)
25. Contractor shall show evidence at the time of Proposal of an adequate office/maintenance facility to provide preventive maintenance and vehicle repairs to all buses used in connection with this Contract. The Contractor must show evidence that a terminal will be located within fifteen (15) miles of the LaSalle-Peru Township High School.
26. The Contractor agrees that before each route that a school bus is used for transportation, the driver shall inspect carefully for defects, and remedy any defects before using said vehicle. The Contractor agrees that before each route is concluded, the driver shall walk through the bus to ensure that it has been vacated, and shall document the same. The Contractor further agrees that under no circumstance shall the bus driver leave the bus unattended when the keys are in the ignition.
27. All buses shall be equipped with two-way radios and at least two (2) digital video cameras. All recordings made by such cameras shall be preserved for a minimum of thirty (30) days, and such preserved recordings shall be provided to the District upon request. Districts will have access upon request to any and all other recordings available on all media, current operating systems, bus and district devices. All bus drivers shall have access to GPS navigation system devices within 24 hours of notice from the District that such a device is requested with regard to a particular route. Radios must have a capacity sufficient to maintain contact with the bus terminal at all route points. The successful Proposer shall require that each school bus driver (i) test the two-way radio and video camera to ensure that it is functioning properly before any bus is operated; and (ii) before leaving the bus at the end of each route, work shift, or work day, to walk to the rear of the bus and check the bus for children or other passengers in the bus. The District shall be provided with a portable radio in order to contact drivers directly as necessary.

28. These General Conditions, Special Conditions, and Specifications shall be affixed to the Contract entered into with the Contractor, and shall be considered an integral part thereof. Should there later be determined that there is a contradiction between the Specification and Contract, terms and conditions as stated in the Contract will be controlled. The acceptable Proposal/bid is subject to a written Contract being approved by the School District.
29. The Contractor shall name within their Proposal an emergency contact person with the Contractor's company who can be contacted by the District 24 hours a day, 7 days a week, and shall provide the District with said individual's contact information.
30. The Contractor acknowledges that in the event of any strike or lockout involving the District and its employees, the provision of the Contractor's services and the payments due for such services shall be adjusted based upon the duration of any such strike or lockout.
31. All Proposers agree to complete and submit, with their Proposal, the attached Non Collusion Affidavit (Exhibit F attached) and Bidder Eligibility Certificate (Exhibit G attached).
32. Proposers must provide within their Proposal a list all current and former Illinois clients in the last five (5) years. The District reserves the right to contact such clients after Proposal opening to discuss with such clients their working experience with the Proposer over the past five (5) years.
33. All Proposers are required to provide within their Proposal their Department of Transportation number. The Board of Education reserves the right to reject any or all Proposals based on the DOT ranking and findings.
34. All Proposers are required to provide within their Proposal copies of all records relating to Law Enforcement incidents, including but not limited to accident reports and documentation regarding traffic violations resulting in convictions (including but not limited to convictions relating to speeding violations) in connection with work performed for all current and past clients of the Proposer within the State of Illinois, listed by district, within the last five (5) years.
35. Proposer agrees to have sufficient buses available for extra-curricular activities or Alternative School transportation upon request of the School District. All extra-curricular activity or Alternative School transportation needs shall be met provided the School District provides 48-hour advance notice of need.
36. Neither party shall be held responsible to the other party for failure or delay in fulfilling or performing any obligation under any successful Proposer's Contract (including but not limited to any obligation to make payment for services not rendered because of an event described below, except as set forth below) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party. With regard to an affected District, the Principal of the

District/School shall have authority to determine if school will be in session in the event of such a cause for closure. Such causes include but are not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, epidemics, pandemics, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. However, the obligations of the Contract shall resume once such causes are removed. At that point the parties shall provide services, allow services, and make payments for the portion of time under the Contract not affected by the event. Except as otherwise set forth on a District-specific Bid Tabulation Sheet attached hereto, each District shall pay the successful Requester with whom the District enters into a Contract at a rate of forty percent (40%) of the then-current payment rate set forth on the Requester's Bid Tabulation Sheet for periods of time when bussing services are not provided by the Proposer/Contractor pursuant to this provision.

II. SPECIAL CONDITIONS

1. Contractor agrees to comply with any and all special conditions set forth on Exhibit D.

III. CONTRACT SPECIFICATIONS:

- A. Adherence to Code. The Contractor must adhere to all laws of the Motor Vehicle Code, the School Code of Illinois, and the Regulations of State Agencies as currently in place or as hereafter amended. The Contractor will be subject to and governed by the rules and regulations of the Illinois Fair Employment Practices Act, and if Contractor violates any of the provisions of such Act, then the Agreement with the Contractor may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.
- B. Sub-Contracts. No sub-Contracts are allowed by the Contractor.
- C. Hold Harmless Clause. The Contractor agrees to defend the School District, its Board of Education and members thereof, individually, and all officers and employees of said Board of Education, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the performance of this Contract.
- D. No Collusive Bidding. The proposer/bidder certifies that his Proposal/bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a Proposal/bid for the same project, and is in all respects fair, without control, collusion, fraud, or otherwise illegal action. The proposer/bidder certifies that the proposer/bidder prepared the proposer/bidder's

Proposal/bid independently for this project and that it contains no fees or amounts other than for the legitimate execution of the work as specified and that it includes no understandings or agreements in restraint of trade. Further, proposer/bidder certifies that the proposer/bidder and its agents are not barred from proposing/bidding on this Contract as a result of a conviction for either Bid Rigging or Bid Rotating under Sections 33E-3 and 33E-4 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4) and that the Contractor is not barred from bidding under 105 ILCS 5/10-20.21. (See attached Exhibit F for Certification Form).

E. Personnel.

1. Transportation vehicles shall not be operated by any other than a person holding the required license and proper school bus driver's permit issued to him/her by the appropriate agency or agencies of the State of Illinois. Every driver shall follow the normal and usual instructions and requirements of the Illinois State Board of Education and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. This includes but is not limited to any and all Drug Testing and Criminal Background check requirements and other District requirements.
2. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of the highest moral character.
3. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District shall have the unfettered right to refuse personnel of their successful proposer/bidder for use in completing the Contract, and may require reassignment of such personnel so that such personnel do not provide bussing services to the District. All such refusals or reassignment directives shall be in writing from the District.
4. The Contractor is responsible for all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

F. Safety Program.

1. The Contractor shall plan and administer a safety program in conformance with the State laws and regulations and any subsequent changes or additions thereto. The safety program must include, but is not limited to the following:
 - a) Bus Drivers

1. All drivers must meet acceptability requirements as indicated in Section 6- 104 and 6-106.1 of the Illinois Vehicle Code (625 ILCS 5/6-104 and 5/6- 106.1)

b) All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operations, rules and regulations, and first aid.

c) All drivers must participate in a defensive driving course as certified by the National Safety Council.

d) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid. Drivers and other bus company personnel on busses must comply with all State and federal laws and regulations as well as all applicable District Policies, including but not limited to such requirements as may be promulgated as a result of any epidemic or pandemic (e.g., a requirement that students be temperature and symptom checked by company non-driver personnel before entering a bus and/or that bus drivers must self-certify that they are not symptomatic).

2. A safety meeting will be conducted each month. The Contractor shall inform the District's Administration of the date, time, and location of such meetings such that a District representative may be present if they so desire.

3. Students

a) The Contractor must assist and participate with the School District in providing safety programs as needed for its students including but not limited to conducting the required bus evacuation drills.

b) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.

c) Contractor must provide training to the students of the School District on the proper boarding, disembarking, and bus riding procedures at least twice a year.

d) The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the School District must be notified immediately. The Contractor agrees that the school administrators or their designees may, from time to time, ride a bus and otherwise observe the general operation of the bus service.

4. State Based Reports

The Contractor shall assist the District in completing reports as may be required by the Board of Education, ISBE, and/or Superintendent.

G. Insurance.

1. Contractor shall carry, pay for, and keep in force, in companies licensed to do business in Illinois, Comprehensive General Liability and Comprehensive Automobile Liability in minimum amounts of insurance for each separate participating District as follows:

\$10,000,000.00 bodily injury and death and/or property damage combined single limit for each occurrence.

The Contractor shall carry Workers' Compensation Insurance in the minimum as specified by law, and waive subrogation against the District.

2. The policies will show as primary, non-contributory additional named insured:
"The Board of Education, School District, individual members thereof and all officers, agents and employees of the District."
3. The Contractor shall present and maintain current certificates of insurance throughout the term of this Contract to the District giving evidence of insurance coverage through companies licensed to do business in Illinois with an A. M. Best Rating of A- or better, and otherwise satisfactory to the District.
4. Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to both District and Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

H. ROUTES AND SCHEDULES (See Attached Exhibit E)

1. Contractor will deliver all passengers to such points on the school grounds as the School may, from time-to-time, designate, and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules and routes set up by the District, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions. Except as otherwise expressly contracted by and between the parties, Contractor's personnel shall be solely responsible for the bus ingress and egress of students, including but not limited to students who require the assistance of a wheelchair, and shall be solely responsible for the oversight of students while on the bus.
2. The Contractor shall not permit more passengers to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever.

3. Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District. The District reserves the right to revise or change any and all routes and the number of busses required hereunder to best suit its needs at any time before or during the school year. Any such revision shall become a part of the Contract.
4. All buses to be scheduled are to arrive at the School at the time designated by the District.
5. At dismissal time, buses shall arrive at the School prior to dismissal, and shall depart not more than ten (10) minutes after dismissal time absent an emergency circumstance.
6. Final routes will be submitted by the Contractor to the District at least ten (10) days prior to the District's designated first day of school. A representative of the Bus Company, familiar with the District's routes and bus policies, shall be present throughout the District's registration.
7. Routes shall be designed so that students shall only be picked up from home and delivered to their homes except when the District has confirmed service to or from alternate locations.
8. All drivers shall be required to do a practice route run with the school bus prior to the first day of school.
9. The Contractor shall work with participating Districts to determine the costs and logistics relating to any conflict in District attendance days or times, including but not limited to early dismissals, late starts, institute days, spring breaks, or cancellations resulting from the sharing of bus routes.
10. The Districts reserve the right to modify start and dismissal times during the course of any contract to ensure that they can realize the greatest cost savings for "shared" routes.

I. REQUIRED RECORDS

1. The Contractor shall maintain complete and accurate records of all trips provided under this Contract, all disciplinary actions, detailed information regarding the cost to the Contractor for fuel, and such other reports that the District may request and/or such other reports that may be required under all applicable law.

J. EMERGENCY CANCELLATION OF TRANSPORTATION

1. The Contractor will follow District procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses. The District shall not be charged for routes not driven as a result of emergency cancellations. Cancellations will be made by 6:00 A.M.

K. ADJUSTMENT OF ROUTES

1. Whenever the bus requirements change to the degree that adjustments of existing routes do not permit transportation without overcrowding, the Contractor shall provide additional bus(es) as may be required. These additional bus(es) shall be furnished at the same rate of cost per trip as set forth in the Agreement of this Contract.
2. Conversely, if transportation requirements should change to the degree that the entire bus(es) need no longer be utilized, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such bus(es). This provision shall be effective only after reasonable written notice of not less than one (1) week has been given the Contractor.
3. Absolutely no increase or decrease in the number of buses utilized shall be made without prior approval from the Superintendent of Schools or his/her designee. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District and be included as a part of the written approval for the Contractor to make a change in services.
4. The District reserves the right to make alternative arrangements with regard to arrangements for Special Education, Alternative School, Extra-Curricular, or other additional transportation needs.

L. GENERAL BREACH

1. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the District shall give 48-hours notice in writing to the said Contractors of such failure and in the event the Contractor does not remedy such failure within 48-hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48-hours only because of weather conditions, making roads impassable, or other acts of God or strikes). At the option of the District, this Contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the District for bus transportation to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within

48-hours does not preclude any subsequent right to exercise at a later date. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

M. SERVICE BREACH

1. If any driver on any route is fifteen (15) minutes later than the scheduled arrival time at School or scheduled time for release from School the Contractor shall be in breach of this provision. In that event, Contractor shall pay to School District an amount equal to one daily route charge as for each non-excused breach. The School District may, in its sole discretion, excuse said breach in the event of student discipline, travel advisories within the School District, accidents caused by other drivers or other similar extenuating circumstances. If Contractor has committed three (3) such breaches within any thirty (30) day school period or eight (8) such breaches within any school semester, the district may consider Contractor in default and terminate this Contract immediately and without notice.

N. CONTRACTOR NOT AN AGENT

1. The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent Contractor furnishing transportation services for the District.

O. SUPERVISION OF LOADING AND UNLOADING

1. The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his bus at all pickup and delivery points and that the Contractor will provide full-time operation for reporting of transportation problems.

P. STUDENT MANAGEMENT

1. Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by the School District.
2. It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the District's Principal, Superintendent or Board of Education. The driver is responsible only for discipline required to operate the bus; beyond this point, he/she would ask for help. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Under no circumstances may a driver refuse

to transport a student who is assigned to his bus without express consent from the District. Supervisor shall, within 24-hours of any such incident, advise the building administrator of the building to which the students on the bus are most directly related, of all instances of serious misbehavior on their bus and shall assist the building administrator (or his/her designee) in obtaining whatever information is desired with respect to each incident.

Further administrative procedures and regulations shall be established cooperatively between the District and the successful bidder.

3. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor. All facilities will be the responsibility of the Contractor; however, the District will endeavor to assist the Contractor in receiving restitution for damaged equipment.
4. When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the District.

Q. OPERATING EXPENSE

1. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as state license, fuel, oil lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing, radios, cameras, and tapes.

R. EQUIPMENT

1. The average age of the bus fleet to be used within each District will not exceed five (5) years at any time during the term of any Contract. The maximum allowable age for any single unit to be used within a District shall be, at any time during the term of any Contract, ten (10) years. All busses are to be either gas or diesel powered (Proposer must specify) subject to any District specific requirements set forth in Exhibit D. Proposer may not submit a Proposal providing that a combination of both gas and diesel busses are to service individual Districts. Proposers may, but are not required, to submit alternative Proposals based upon use of either gas or diesel busses.

S. DURATION

1. Any Contract resulting from this Request for Proposal process shall take effect at the close of summer school, summer of 2021, and shall continue in force and effect until the end of summer school, summer 2024, a period of three

(3) years. The District and Contractor may, at the election of the District extend this Agreement for up to two (2) additional one (1) year periods per Illinois law. Transportation of students to/from school are required for up to one hundred seventy-six (176) days during the regular school term.

T. ESCALATION

1. It is recognized that: (1) certain of the Contractor's operational expenses, such as the cost of materials, services, and labor may change materially, up or down, during the Contract period; (2) such changes in cost cannot be determined in advance; (3) a price modification clause is included in a Contract which is fair and just to both the Contractor and the District, cost projections can be more accurate and the corresponding rate will be lower or higher than it otherwise would be.
2. Therefore, the compensation for the services described herein are fixed for the 2021-2022, 2022-23, and 2023-24 school years, and the compensation for each subsequent school year of the term of the Contract shall be adjusted by the percentage of increase or decrease, if any, between the index number for all times for the month of June, 2022 and June 2023, and the month of June of the succeeding years of the Contract as established by the Consumer Price Index, all items U.S., published by the United States Department of Labor's Bureau of Labor Statistics. Any such increase or decrease, however, shall not exceed two percent (2%) in any one (1) year.

U. FUEL

1. The Contractor shall provide fuel for the operation of the buses under this Contract. The Contractor will specify the type of fuel used in its Proposal, either gasoline or diesel. For Proposals based on the provision of gas-fueled buses, the Contractor will provide a base fuel rate of \$2.00 per gallon. For Proposals based on the provision of diesel-fueled buses, the Contractor will provide a base fuel rate of \$2.35 per gallon. The cost of fuel includes all applicable taxes, fees, and delivery charges. If the average cost of fuel purchased by the Contractor increases by ten (10) cents or more per gallon, from the established base rate, the Contractor shall be entitled to a one (1) cent per mile increase for each ten (10) cent incremental rise in fuel costs. Likewise, if the average cost of fuel purchased by the Contractor decreases by ten (10) cents or more per gallon from the established base rate, the District shall be entitled to a one (1) cent per mile credit for each ten (10) cent incremental decrease in fuel costs. The fuel cost adjustment will be applied to the average daily mileage as established by the route configuration. The fuel cost for purposes of this adjustment shall be averaged and adjusted semi-annually after comparison to the original base cost. The Contractor shall provide documentation, upon request, validating the gallons used by providing the invoices and mileage records for each bus.

V. OTHER MATTERS

1. Bidders will be required to also provide a Drug Free Workplace Certification (See Exhibit H), a Certification Regarding Debarment (See Exhibit G), an affidavit of certification regarding criminal background checks (not provided with the materials) and a Certification/Disclosure Related to Lobbying Activities (not provided with materials).
2. Bidders are encouraged to consider any and all information provided by individual Districts as set forth within Exhibit I.

EXHIBIT A
BID TABULATION SHEETS Everyone needs to complete

EXHIBIT B

List of Equipment (Buses) To Be Used (Also Specifying Fuel)

EXHIBIT C

Number of stand-by buses available =

EXHIBIT D
Special Conditions

A. Other

Handicapped buses provided as necessary. Already addressed in RFP & bid tab

EXHIBIT E

Routes and Schedules To Be Attached To Final Draft

EXHIBIT F
NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) Proposal was prepared independently for this project and that it contains no fees of amounts other than for the legitimate execution of this work as specified and that it includes no understanding in restraint of trade."

(If an Individual)

Signature of Bidder: _____ (Seal)
Business Address: _____

(If a Partnership)

Firm Name: _____ (Seal)
By: _____
Business Address: _____
Of All Partners: _____
Of The Firm: _____

(If a Corporation)

Corporate Name: _____
_____ (Seal)
By: _____
Business Address: _____
Name of Officers: _____ President
_____ Secretary
_____ Treasurer

Attest: _____
(Secretary)

Name of Bidder: _____

Date: _____

EXHIBIT G
CERTIFICATION OF NON-DEPARTMENT AND ELIGIBILITY

Pursuant to 720 ILCS5/33E-11, the Bidder hereby certifies that the Bidder is not barred from bidding on this contract as a result of violation of either the bid-rigging or bid-rotating provisions of Section 33E-3 and 33E-4 of Article 33E of the Criminal Code of 1961(720 ILCS 5/33E-3: 720 ILCS 5/33E-4, as amended.

Signature

EXHIBIT H
DRUG-FREE WORKPLACE CERTIFICATION
(Applicable only to Contractors with 25 or more employees)

The Bidder does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the Bidder shall complete a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that the Bidder is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature

needs miles, for a total of ###,### annual route miles. (Include Previous three year data if available).

3. Average Daily Number of Students Requiring Transportation Service

Number of pupils assigned to ride daily routes (AM/PM) =

Number of pupils assigned to ride daily routes (Out-of-District) =

4. School Calendar

Number of student attendance days in in the approved district calendar =

Does your district have scheduled early release days? Describe -

5. Misc. Information Regarding Any District Fleet Uses and Issues

6. School Activity, Field & Sports Trips

Average number of school activity/field/sport trips are performed each month =

Typical length of bus use for athletics/activity = _____ hours

Typical length of bus use for field trips = _____ hours or _____ miles

This necessitates having more drivers and buses available each day than just the daily route buses and drivers. The District utilizes some non-district yellow service vehicles to address peak demand. Buses and vehicles combined operated ###,### miles in 20__--20__ performing such trips; buses for ##,### miles and Suburbans for ##,### miles for activity trips.

7. Individualized Information
