

Regular Meeting of the Board of Education

Wednesday, January 24, 2024 6:00 PM

District Office, 12809 S. McVickers Avenue, Palos Heights, IL 60463

1. Call to Order

1.A. Pledge to the Flag

1.B. Roll Call

2. Superintendent's Report

2.A. Student Presenters: Navajo High Flyers Club

2.B. Certified Staffing Recommendations 2024-2025

3. Approval of the Consent Agenda Items

3.A. Minutes of the Regular Meeting

3.B. December 13, 2023 Closed Meeting Minutes

3.C. Approval of Bills & Payroll

3.D. Review of Schools' Activity Accounts

4. Old Business

4.A. HVAC Service Contract Recommendation

4.B. Transportation Contract Extension 2024-2025
Discussion

4.C. 2024-2025 School Calendar Discussion and
Approval

4.D. Policy Final Approval (2nd Read)

5. New Business

5.A. Advance approval of estimated bills and payroll
for February 2024 and educational expenditures
not to exceed \$800,000 (Action Item)

5.B. FY25 Tentative Budget Development Authorization
(Action Item)

BE IT RESOLVED by the school Board of School
District Number 128 in the County of Cook, State
of Illinois, that the Superintendent is hereby
appointed to prepare a tentative budget for said
School District for the fiscal year beginning
July 1, 2024, and ending June 30, 2025, which
tentative budget shall be filed with the
Secretary of this Board.

5.C. Approval Parks and Recreation Summer Day Camp
at IJHS Intergovernmental Agreement

6. Audience Participation

*If you are coming up to speak, please identify
yourself by name and connection to the district*

and we ask that comments remain brief to accommodate everyone wishing to speak. Policy ordinarily provides up to 3 minutes per speaker.

7. Information Items

7.A. YTD Financial Summary

7.B. Freedom of Information Act Items

7.C. Enrollment Report

7.D. Additional Information Items, if any

8. Closed Session

9. Return to Open Session

10. Adjournment

PALOS HEIGHTS SCHOOL DISTRICT 128

JANUARY 2024

<u>GROSS PAYROLL</u>		
<u>DECEMBER 1 THROUGH DECEMBER 31, 2023</u>		935,363.19
<u>TRS</u>		65,440.64
<u>BOARD TRS SURCHARGE</u>		4,169.37
<u>THIS</u>		11,284.89
<u>IMRF, FICA, MEDICARE</u>		46,313.72
<u>TOTAL DECEMBER PAYROLL, TRS, THIS, IMRF, FICA, MEDICARE</u>		1,062,571.81
<u>EDUCATION FUND</u>	<u>10</u>	197,630.02
<u>BUILDING FUND</u>	<u>20</u>	45,114.20
<u>TRANSPORTATION</u>	<u>40</u>	45,853.37
<u>CAPITAL PROJECTS</u>	<u>60</u>	9,067.34
<u>SPECIAL CHECKS</u>		45,253.90
<u>LIFE SAFETY</u>	<u>90</u>	6,387.60
<u>TOTAL JANUARY 2024 BILLS PAYABLE</u>		349,306.43
<u>TOTAL JANUARY 2024 BILLS PAYABLE GROSS AND</u>		
<u>DECEMBER 2023 PAYROLL, TRS, THIS, IMRF, FICA, MEDICARE</u>		1,411,878.24

PRESIDENT

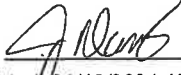
SECRETARY

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1149

Voucher Date: 01/24/2024

Prepared By:


Printed: 01/18/2024 12:23:15 PM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$304,052.53 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
10	EDUCATIONAL	\$197,630.02
20	OPERATIONS AND MAINTENANCE	\$45,114.20
40	TRANSPORTATION	\$45,853.37
60	CAPITAL PROJECTS	\$9,067.34
90	LIFE SAFETY	\$6,387.60
		\$304,052.53

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
A.E.R.O. SPECIAL ED COOPERATIVE		10.5.1205.314.0000.00.00.00 Check #: 0	SP ED K-12 CONTRACTED SERVICES	\$2,718.00
			Vendor Total:	\$2,718.00
ACCURATE BIOMETRICS		10.5.2310.314.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -PROFESS SERVS/CONSULTANTS	\$100.00
			Vendor Total:	\$100.00
ACUTRANS		10.5.1800.300.0000.00.00.00 Check #: 0	BILINGUAL PROGRAMS - TRANSLATIONS	\$2,347.61
			Vendor Total:	\$2,347.61
ALLENGREEN GROUP		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$4,500.00
			Vendor Total:	\$4,500.00
ALPHA SCHOOL BUS	2011	40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$17,322.40
		40.5.2550.335.0000.02.00.00 Check #: 0	FIELD TRIPS - INDEPENDENCE	\$161.17
			Vendor Total:	\$17,483.57
ALTERNATIVE ACADEMIC ACHIEVEMENT ACADEMY	16900	10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$4,130.66
		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$680.00
			Vendor Total:	\$4,810.66
AMANDA BURESH		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$108.08

Palos Heights School District 128

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Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
				Vendor Total:
AMAZON CAPITAL SERVICES				\$108.08
		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$150.80
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$257.11
		10.5.1100.411.0000.04.00.00 Check #: 0	K-12 - SUPPLIES - INDIAN HILL	\$16.16
		10.5.1250.410.4300.05.00.00 Check #: 0	EL SUPPLIES TITLE I	\$624.50
		10.5.2220.411.0000.02.00.00 Check #: 0	EDUCATION MEDIA - SUPPLIES INDEPENDENCE	\$187.27
		10.5.2310.411.0000.00.00.00 Check #: 0	BOARD OF EDUCATION - SUPPLIES	\$94.51
		10.5.2410.411.0000.03.00.00 Check #: 0	OFFICE OF PRINCIPAL - SUPPLIES - NAVAJO HEIGHTS	\$24.99
		10.5.3700.411.4998.05.00.00 Check #: 0	SUPPLIES PAROCHIAL ARA IDEA GRANT	\$184.91
		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$50.45
				Vendor Total:
ASHLEY BATTAGLIA				\$1,590.70
		10.5.2110.333.0000.00.00.00 Check #: 0	SOCIAL WORKER MILEAGE REIMB	\$179.14
				Vendor Total:
B ALLEN GRAPHICS	23182			\$179.14
		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$310.00
				Vendor Total:
BENCHMARK EDUCATION				\$310.00
		10.5.1100.410.0000.00.00.00 Check #: 0	CURRICULUM NEW ADOPTIONS	\$853.65

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01/24/2024

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Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$853.65
BETH COSME		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$83.84
			Vendor Total:	\$83.84
BLICK ART MATERIALS.	12599	10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$242.54
			Vendor Total:	\$242.54
BRIAN EVERSON		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$110.04
			Vendor Total:	\$110.04
BRYAN NEUBACHER		20.5.2540.333.0000.00.00.00 Check #: 0	O & M MILEAGE REIMBURSEMENT	\$312.76
			Vendor Total:	\$312.76
BUSINESSSOLVER		10.5.1100.222.0000.00.00.00 Check #: 0	K-12 -MEDICAL INS	\$63.00
			Vendor Total:	\$63.00
C & C DAIRY	18217	10.5.2560.410.0000.00.00.00 Check #: 0	FOOD SERVICES- MILK SUPPLIES	\$2,871.00
			Vendor Total:	\$2,871.00
CARPET SQUARE RECORDS		10.5.1125.314.3705.00.00.00 Check #: 0	PRE K PROF SERV PFA GRANT	\$900.00
			Vendor Total:	\$900.00
CATHY LESLIE	4784			

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Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.2330.332.0000.00.00.00 Check #: 0	SPEC AREA ADM SERVICES-TRAVEL/CONF	\$500.00
			Vendor Total:	\$500.00
CERAMIC SUPPLY CHICAGO		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$635.00
			Vendor Total:	\$635.00
CHICAGO KIDS COMPANY		10.5.1125.314.3705.00.00.00 Check #: 0	PRE K PROF SERV PFA GRANT	\$1,125.00
			Vendor Total:	\$1,125.00
CITY OF PALOS HEIGHTS	23899	20.5.2540.370.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-WATER/SEWER SERVICE	\$1,685.37
			Vendor Total:	\$1,685.37
COUNTRY HOUSE RESTAURANT	11753	10.5.2320.411.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN - SUPPLIES	\$240.30
		10.5.2560.315.0000.00.00.00 Check #: 0	FOOD SERVICES CONTRACTED SERVICES	\$750.00
		10.5.2560.490.0000.00.00.00 Check #: 0	FREE AND REDUCED LUNCHES	\$7,076.85
			Vendor Total:	\$8,067.15
CRYER & OLSEN MECHANICAL, INC.		90.5.2540.530.0000.00.00.00 Check #: 0	LIFE SAFETY BLDG IMPROVEMENTS	\$6,387.60
			Vendor Total:	\$6,387.60
DAVE ADAMONIS		20.5.2540.333.0000.00.00.00 Check #: 0	O & M MILEAGE REIMBURSEMENT	\$750.00
			Vendor Total:	\$750.00
DEMCO	9121			

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Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.2220.411.0000.02.00.00 Check #: 0	EDUCATION MEDIA – SUPPLIES INDEPENDENCE	\$37.94
			Vendor Total:	\$37.94
DENA WHITE		10.5.2110.333.0000.00.00.00 Check #: 0	SOCIAL WORKER MILEAGE REIMB	\$64.85
			Vendor Total:	\$64.85
DESIREE WILLNER	24420	10.5.1800.333.0000.00.00.00 Check #: 0	BILINGUAL PROGRAMS–MILEAGE REIMBURSEMENT	\$23.91
			Vendor Total:	\$23.91
DIANE MULLER	20666	10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$84.69
			Vendor Total:	\$84.69
DOMINICK ADOLFO		10.5.1100.421.0000.00.00.00 Check #: 0	K-12 –DISTRICT REFUNDS	\$560.00
			Vendor Total:	\$560.00
EASTERSEALS		10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$4,339.80
			Vendor Total:	\$4,339.80
ELIM CHRISTIAN SERVICES	4659	10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$28,928.66
		10.5.2560.490.0000.00.00.00 Check #: 0	FREE AND REDUCED LUNCHES	\$128.00
		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$3,168.00
			Vendor Total:	\$32,224.66

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Vendor Remit Name	Vendor #	Account	Description	Amount
ERICA GERMANY		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$85.81
			Vendor Total:	\$85.81
FOUR POINT O INC	15341	10.5.2660.323.0000.00.00.00 Check #: 0	DATA PROCESSING SERVICES-REPAIRS	\$975.00
			Vendor Total:	\$975.00
FRONTLINE TECHNOLOGIES GROUP		10.5.2660.314.0000.00.62.00 Check #: 0	DATA PROCESSING- TECHNOLOGY CONTRACT RENEWALS	\$2,639.33
			Vendor Total:	\$2,639.33
GEOFFERY FARR		10.5.1100.421.0000.00.00.00 Check #: 0	K-12 -DISTRICT REFUNDS	\$1,596.00
			Vendor Total:	\$1,596.00
GLITTER YOUR PALLET		10.5.2210.314.0000.01.00.00 Check #: 0	PROF SERV TRAINING/ASSEMBLY-CHIPPEWA	\$630.00
		10.5.2210.314.0000.02.00.00 Check #: 0	PROF SERV TRAINING/ASSEMBLY-INDEPENDENCE	\$630.00
		10.5.2210.314.0000.04.00.00 Check #: 0	PROF SERV TRAINING/ASSEMBLY-INDIAN HILL	\$210.00
			Vendor Total:	\$1,470.00
GORDON N. STOWE AND ASSOC.		10.5.2130.323.0000.00.00.00 Check #: 0	HEALTH SERVICES-MTCE	\$78.75
			Vendor Total:	\$78.75
GRAINGER	20681	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$323.42

Palos Heights School District 128

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01/24/2024

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Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$323.42
GRAPHIC SCREEN PRINTING	8798	10.5.1100.335.0000.02.00.00 Check #: 0	K-12 FIELD TRIPS/ACTIVITIES/IND	\$513.00
			Vendor Total:	\$513.00
GREG URDAL		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$83.84
			Vendor Total:	\$83.84
ILLINOIS ASSOC. OF SCHOOL ADMIN.	12616	10.5.2210.314.0000.00.00.00 Check #: 0	IMPROV OF INSTRUCT PROF SERV	\$200.00
			Vendor Total:	\$200.00
ILLINOIS SCHOOL BUS	242	40.5.2550.331.0000.00.00.00 Check #: 0	PUPIL TRANSPORTATION-PUPIL TRANSPORTATION	\$18,424.80
		40.5.2550.334.0000.02.00.00 Check #: 0	Athletic & Academic Conf. Buses	\$1,405.36
		40.5.2550.335.0000.02.00.00 Check #: 0	FIELD TRIPS - INDEPENDENCE	\$191.64
			Vendor Total:	\$20,021.80
INDEPENDENCE JR HIGH	1820	10.5.1100.640.0000.00.00.00 Check #: 0	K-12 DUES AND FEES	\$425.00
		10.5.2410.411.0000.02.00.00 Check #: 0	OFFICE OF PRINCIPAL-SUPPLIES-INDEPENDENCE	\$718.61
			Vendor Total:	\$1,143.61
INDIAN HILL SCHOOL	25566	10.5.2410.411.0000.04.00.00 Check #: 0	OFFICE OF PRINCIPAL - SUPPLIES INDIAN HILL	\$161.00
			Vendor Total:	\$161.00

Palos Heights School District 128

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01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
JAMES WERGES		10.5.1100.421.0000.00.00.00 Check #: 0	K-12 -DISTRICT REFUNDS	\$280.00
			Vendor Total:	\$280.00
JANET DAVIS		20.5.2540.333.0000.00.00.00 Check #: 0	O & M MILEAGE REIMBURSEMENT	\$202.66
			Vendor Total:	\$202.66
JASON SMIT		10.5.2660.333.0000.00.00.00 Check #: 0	DATA PROECSSIONG-MILEAGE REIMBURSEMENT	\$500.00
			Vendor Total:	\$500.00
JESSICA DIETER		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$32.10
			Vendor Total:	\$32.10
JOHN LALLY		10.5.1100.421.0000.00.00.00 Check #: 0	K-12 -DISTRICT REFUNDS	\$997.50
			Vendor Total:	\$997.50
KAITLIN CURRAN		10.5.2410.332.0000.00.00.00 Check #: 0	OFFICE OF PRINCIPAL -TRAVEL/CONF	\$500.00
			Vendor Total:	\$500.00
KENDRA NUDD		10.5.2110.333.0000.00.00.00 Check #: 0	SOCIAL WORKER MILEAGE REIMB	\$26.53
			Vendor Total:	\$26.53
KEVIN KIRK		10.5.2410.332.0000.00.00.00 Check #: 0	OFFICE OF PRINCIPAL -TRAVEL/CONF	\$500.00

Palos Heights School District 128

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Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$500.00
KIM AARDEMA		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$45.85
			Vendor Total:	\$45.85
KIMBERLY ANOMAN		10.5.2510.230.0000.00.00.00 Check #: 0	BUSINESS SUPPORT TUITION REIMB	\$1,263.00
		10.5.2510.333.0000.00.00.00 Check #: 0	BUSINESS SUPPORT MILEAGE-RIEMB	\$250.00
			Vendor Total:	\$1,513.00
KRIHA BOUCEK LLC		10.5.2310.317.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -LEGAL SERVICES	\$912.00
			Vendor Total:	\$912.00
KRISTIN GRUNWALD		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$458.50
			Vendor Total:	\$458.50
LAURA KRIHA		10.5.2320.333.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN -MILEAGE REIMBURSEMENT	\$53.32
			Vendor Total:	\$53.32
LITERACY RESOURCES	19035	10.5.1100.411,0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$99.00
			Vendor Total:	\$99.00
MAHMOUD ESSA		10.5.1100.421.0000.00.00.00 Check #: 0	K-12 -DISTRICT REFUNDS	\$280.00
			Vendor Total:	\$280.00

Palos Heights School District 128

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Vendor Remit Name	Vendor #	Account	Description	Amount
MARY KATE MORONEY		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$103.16
			Vendor Total:	\$103.16
MARY LYNN DUFFY		10.5.2410.332.0000.00.00.00 Check #: 0	OFFICE OF PRINCIPAL -TRAVEL/CONF	\$500.00
			Vendor Total:	\$500.00
MENARDS INC	1008	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$673.78
			Vendor Total:	\$673.78
MERRYL BROWNLOW		10.5.2320.333.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN -MILEAGE REIMBURSEMENT	\$1,000.00
			Vendor Total:	\$1,000.00
MIDWEST PAPER RETRIEVER		20.5.2540.321.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-SANITATION SERVICES	\$156.98
			Vendor Total:	\$156.98
MILESTONE THERAPY, LLC		10.5.2130.314.0000.00.00.00 Check #: 0	HEALTH SERVICES PHYSICAL THERAPY	\$2,167.50
			Vendor Total:	\$2,167.50
MOBILE MODULAR PORTABLE STORAGE		10.5.1100.314.0000.00.00.00 Check #: 0	K-12 PROF SERVICES	\$102.72
			Vendor Total:	\$102.72
MOLLY QUINN		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$458.50

Palos Heights School District 128

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01/24/2024

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Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$458.50
NCS PEARSON_25380	25380	10.5.2140.411.0000.00.00.00 Check #: 0	PSYCHOLOGICAL SERVICES- SUPPLIES	\$408.74
			Vendor Total:	\$408.74
NICOR GAS		20.5.2540.465.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-NATURAL GAS	\$2,711.24
			Vendor Total:	\$2,711.24
PALOS ACE HARDWARE	17607	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$13.58
			Vendor Total:	\$13.58
PAM KOUTRAS	23888	10.5.2410.332.0000.00.00.00 Check #: 0	OFFICE OF PRINCIPAL -TRAVEL/CONF	\$27.51
			Vendor Total:	\$27.51
PATTI POWELL		10.5.2310.332.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -TRAVEL/CONF	\$118.00
			Vendor Total:	\$118.00
PEERLESS NETWORK		20.5.2540.340.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-COMM/AT&T	\$1,439.76
			Vendor Total:	\$1,439.76
PERSONNEL PLANNERS, INC.	24177	10.5.2310.314.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -PROFESS SERVS/CONSULTANTS	\$150.00
			Vendor Total:	\$150.00
PLAY ILINOIS				

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Vendor Remit Name	Vendor #	Account	Description	Amount
		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$1,380.58
PRECISION CONTROL SYSTEMS			Vendor Total:	\$1,380.58
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$877.96
PROVEN IT			Vendor Total:	\$877.96
		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$88.00
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$156.00
		10.5.2660.360.0000.00.00.00 Check #: 0	DATA PROCESSING CAPITAL LEASE	\$20.00
PUBLIC CONSULTING GROUP	22516		Vendor Total:	\$264.00
		10.5.2660.310.4620.05.00.00 Check #: 0	DATA PROCESSING IDEA GRANT	\$3,129.00
QUINLAN & FABISH MUSIC CO	281		Vendor Total:	\$3,129.00
		10.5.1500.323.0000.02.30.00 Check #: 0	INTERSCH PRG - BAND REPAIRS	\$827.34
		10.5.1500.414.0000.00.00.00 Check #: 0	INTERSCH PRG BAND SUPPLIES	\$497.97
R.A. PLUMBING & MECHANICAL			Vendor Total:	\$1,325.31
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$700.00
REPUBLIC SERVICES			Vendor Total:	\$700.00
		20.5.2540.321.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-SANITATION SERVICES	\$770.23

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$770.23
RUSH DAY SCHOOL		10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$16,631.67
			Vendor Total:	\$16,631.67
SARAH SUMOSKI		10.5.1100.333.0000.00.00.00 Check #: 0	K-12 TEACHER MILEAGE REIMBURSEMENT	\$47.49
			Vendor Total:	\$47.49
SHANNON DONATO		10.5.1205.333.0000.00.00.00 Check #: 0	SPEC ED MILEAGE REIMB	\$41.59
			Vendor Total:	\$41.59
SIOBHAN GAYDUK		10.5.2130.333.0000.00.00.00 Check #: 0	HEALTH SERVICES-MILEAGE REIMB	\$218.12
			Vendor Total:	\$218.12
SMITHEREEN EXTERMINATING COMPANY 4755		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$296.00
			Vendor Total:	\$296.00
SOMETHING FISHY INC.		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$240.00
		10.5.1100.411.0000.04.00.00 Check #: 0	K-12 - SUPPLIES - INDIAN HILL	\$203.00
			Vendor Total:	\$443.00
SOUTHWEST REGIONAL PUBLISHING		10.5.2310.351.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -PRINT PUBLICATIONS	\$534.82
			Vendor Total:	\$534.82

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
STABRAWA, LORETTA	4310	10.5.3700.310.4620.05.00.00 Check #: 0	CONTR LBSI SERV PAROCH LS IDEA	\$1,080.00
			Vendor Total:	\$1,080.00
STAPLES ADVANTAGE_12999	12999	10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$124.65
		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$271.35
			Vendor Total:	\$396.00
STUDIO GC ARCHITECTURE		60.5.2530.310.0000.00.00.00 Check #: 0	SITE AND BLD IMRPV ARCHITECT SERVICES	\$8,467.34
			Vendor Total:	\$8,467.34
SUBURBAN SCHOOL COOP INS POOL	5274	10.5.2310.380.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -INSURANCE	\$86,239.00
			Vendor Total:	\$86,239.00
SYMMETRY ENERGY SOLUTIONS		20.5.2540.465.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-NATURAL GAS	\$2,479.17
			Vendor Total:	\$2,479.17
TARA FITZGIBBONS		10.5.2140.332.0000.00.00.00 Check #: 0	PSYCHOLOGICAL SERVICES-TRAVEL/CONF	\$44.74
			Vendor Total:	\$44.74
THE CENTER	23885	10.5.1125.300.3705.00.00.00 Check #: 0	PRE K DATA PURCH SERV PFA GRANT	\$1,198.20
			Vendor Total:	\$1,198.20
TM SPORTS TECHNOLOGIES				

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.1100.541.0000.00.00.00 Check #: 0	K-12 Replacement Equipment	\$1,200.00
			Vendor Total:	\$1,200.00
TOMAS DEL TORO		10.5.2660.333.0000.00.00.00 Check #: 0	DATA PROECSSIONG-MILEAGE REIMBURSEMENT	\$250.00
			Vendor Total:	\$250.00
TRI-M ELECTRIC		20.5.2540.319.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-OTHER PROF/TECH SERVICES	\$2,980.00
		60.5.2530.530.0000.00.00.00 Check #: 0	SITE AND BUILDING IMPROVEMENTS	\$600.00
			Vendor Total:	\$3,580.00
TRISH JANE		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$39.00
			Vendor Total:	\$39.00
TSI COMMERCIAL FLOOR COVERING, INC.		20.5.2530.530.0000.00.00.00 Check #: 0	FACILITIES ACQ & CONS - BLDGS & BLDG IMPRVMTS	\$22,445.00
			Vendor Total:	\$22,445.00
UCP SEGUIN/INFINITEC OF CHICAGO		10.5.1205.310.4620.05.00.00 Check #: 0	K-12 ASSISTIVE TECH IDEA FT GRANT	\$1,315.00
			Vendor Total:	\$1,315.00
UNIQUE PRODUCTS		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$4,865.26
			Vendor Total:	\$4,865.26
WHOLISTIC EQUITY LEADERSHIP CONSULTING				

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1149

01/24/2024

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.2210.314.0000.00.00.00 Check #: 0	IMPROV OF INSTRUCT PROF SERV	\$2,000.00
Vendor Total:				\$2,000.00
Grand Total:				\$304,052.53

End of Report

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1118

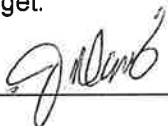
Voucher Date: 12/08/2023

Prepared By: 

Printed: 01/18/2024 12:47:38 PM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$22,285.01 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
10	EDUCATIONAL	\$15,650.52
20	OPERATIONS AND MAINTENANCE	\$564.49
60	CAPITAL PROJECTS	\$6,070.00
		<hr/> \$22,285.01

SPECIAL CHECKS DRAWN IN DEC.

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1118

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AMAZON CAPITAL SERVICES		10.5.1205.411.4620.05.00.00 Check #: 42721	SPEC ED SUPPLIES IDEA GRANT	\$112.89
		10.5.2220.430.0000.04.00.00 Check #: 42721	EDUCATION MEDIA-LIBRARY BOOKS INDIAN HILL	\$8.09
		10.5.2660.411.0000.00.00.00 Check #: 42721	DATA PROCESSING SERVICES- SUPPLIES	\$22.14
			Vendor Total:	\$143.12
BMO FINANCIAL GROUP		10.5.1100.411.0000.00.00.00 Check #: 42722	K-12 - SUPPLIES	\$667.46
		10.5.1100.411.0000.02.00.00 Check #: 42722	K-12 - SUPPLIES INDEPENDENCE	(\$138.10)
		10.5.1100.411.0000.03.00.00 Check #: 42722	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$10.99
		10.5.1100.411.0000.04.00.00 Check #: 42722	K-12 - SUPPLIES - INDIAN HILL	\$804.07
		10.5.1100.640.0000.00.00.00 Check #: 42722	K-12 DUES AND FEES	\$50.00
		10.5.1125.410.4998.05.00.00 Check #: 42722	PRE-K SUPPLIE SPEC NEED ARP GRANT	\$292.50
		10.5.1205.310.0000.00.00.00 Check #: 42722	SPEC ED K-12- ASSISTIVE TECH	\$1,049.65
		10.5.1205.319.4620.05.00.00 Check #: 42722	SP ED OTHER PROF SERVICES IDEA GRANT	\$355.25
		10.5.1205.411.0000.00.00.00 Check #: 42722	SPEC ED K-12- SUPPLIES	\$45.44
		10.5.2210.314.0000.00.00.00 Check #: 42722	IMPROV OF INSTRUCT PROF SERV	\$670.00
		10.5.2210.332.0000.02.00.00 Check #: 42722	INSTR OUT OF DIST CONF INDEPENDENCE	\$150.00
		10.5.2320.332.0000.00.00.00 Check #: 42722	EXECUTIVE ADMIN -TRAVEL/CONF	\$285.88

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1118

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.2410.411.0000.01.00.00 Check #: 42722	OFFICE OF PRINCIPAL – SUPPLIES CHIPPEWA	\$110.63
		10.5.2410.411.0000.03.00.00 Check #: 42722	OFFICE OF PRINCIPAL – SUPPLIES – NAVAJO HEIGHTS	\$465.95
		10.5.2660.411.0000.00.00.00 Check #: 42722	DATA PROCESSING SERVICES– SUPPLIES	\$1,525.61
		10.5.2660.470.0000.00.00.00 Check #: 42722	DATA PROCESSING – SOFTWARE	\$29.99
		20.5.2540.411.0000.00.00.00 Check #: 42722	OPERATION/MAINTENANCE– SUPPLIES	\$564.49
EASTERSEALS			Vendor Total:	\$6,939.81
		10.5.1912.670.0000.00.00.00 Check #: 42723	SPEC ED K-12 PRIVATE TUITION	\$5,497.08
GROVE MASONRY MAINTENANCE, INC.			Vendor Total:	\$5,497.08
		60.5.2530.530.0000.00.00.00 Check #: 42724	SITE AND BUILDING IMPROVEMENTS	\$6,070.00
MILESTONE THERAPY, LLC.			Vendor Total:	\$6,070.00
		10.5.2130.314.0000.00.00.00 Check #: 42725	HEALTH SERVICES PHYSICAL THERAPY	\$1,955.00
SWANK MOVIE LICENSING USA			Vendor Total:	\$1,955.00
		10.5.2660.314.0000.00.62.00 Check #: 42726	DATA PROCESSING– TECHNOLOGY CONTRACT RENEWALS	\$1,680.00
			Vendor Total:	\$1,680.00
			Grand Total:	\$22,285.01

End of Report

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1119

Voucher Date: 12/14/2023

Prepared By: 

Printed: 01/18/2024 12:48:23 PM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$794.59 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund	Amount
10 EDUCATIONAL	\$794.59
	\$794.59

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1119

12/14/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AMAZON CAPITAL SERVICES		10.5.1100.411.0000.04.00.00 Check #: 42727	K-12 - SUPPLIES - INDIAN HILL	\$134.59
			Vendor Total:	\$134.59
POSTMASTER-PALOS HEIGHTS	70	10.5.2310.341.0000.00.00.00 Check #: 42728	BOARD OF EDUCATION -POSTAGE	\$660.00
			Vendor Total:	\$660.00
			Grand Total:	\$794.59

End of Report

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1127

Voucher Date: 12/15/2023

Prepared By:



Printed: 01/18/2024 12:48:57 PM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$22,174.30 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
10	EDUCATIONAL	\$16,674.30
20	OPERATIONS AND MAINTENANCE	\$5,500.00
		<hr/> \$22,174.30

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1127

12/15/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AMAZON CAPITAL SERVICES		10.5.2660.411.0000.00.00.00 Check #: 42744	DATA PROCESSING SERVICES- SUPPLIES	\$1,026.31
			Vendor Total:	\$1,026.31
LEAF		10.5.2660.360.0000.00.00.00 Check #: 42745	DATA PROCESSING CAPITAL LEASE	\$2,780.00
			Vendor Total:	\$2,780.00
SYMMETRY ENERGY SOLUTIONS		10.5.2660.411.0000.00.00.00 Check #: 42746	DATA PROCESSING SERVICES- SUPPLIES	\$1,512.41
			Vendor Total:	\$1,512.41
TCS		10.5.2660.700.0000.00.00.00 Check #: 42747	DATA PROCESSING NON CAP EQUIPMENT	\$11,355.58
		20.5.2540.340.0000.00.00.00 Check #: 42747	OPERATION/MAINTENANCE-COMM/AT&T	\$5,500.00
			Vendor Total:	\$16,855.58
			Grand Total:	\$22,174.30

End of Report

Palos Heights School District 128

Fund Balances

Fiscal Year: 2023-2024

Month: December
 Year: 2023
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$4,689,304.88	\$5,293,451.04	(\$4,396,835.85)	\$0.00	\$5,585,920.07
11	STUDENT ACTIVITY FUND	\$18,955.00	\$0.00	\$0.00	\$0.00	\$18,955.00
20	OPERATIONS AND MAINTENANCE	\$708,248.00	\$400,081.27	(\$513,959.70)	\$0.00	\$594,369.57
30	DEBT SERVICE	\$862,425.32	\$596,885.98	(\$1,084,975.00)	\$0.00	\$374,336.30
40	TRANSPORTATION	\$376,865.96	\$234,966.81	(\$198,776.88)	\$0.00	\$413,055.89
50	MUNICIPAL RETIREMENT	\$98,081.92	\$87,118.64	(\$74,885.13)	\$0.00	\$110,315.43
55	SOCIAL SECURITY	\$90,933.43	\$86,691.70	(\$91,949.26)	\$0.00	\$85,675.87
60	CAPITAL PROJECTS	\$2,010,804.92	\$5,089.48	(\$1,584,663.70)	\$0.00	\$431,230.70
70	WORKING CASH	\$196,199.14	\$963.76	\$0.00	\$39,200.00	\$236,362.90
80	TORT IMMUNITY	\$4,782.59	\$12.11	\$0.00	\$0.00	\$4,794.70
90	LIFE SAFETY	\$9,211.53	\$91.45	(\$2,875.01)	\$0.00	\$6,427.97
Grand Total:		\$9,065,812.69	\$6,705,352.24	(\$7,948,920.53)	\$39,200.00	\$7,861,444.40

End of Report

**District 128, Cook County
Palos Heights, Illinois**

Board Meeting January 24, 2024

Activity Fund Receipts and Expenses DECEMBER 2023

	11/30/23 10/31/23	DECEMBER Receipts	DECEMBER Expenses	Balance 12/31/23
Indian Hill	972.25	\$165.00	\$161.00	\$976.25
Chippewa	\$137.63	\$1,124.53	\$628.53	\$633.63
Navajo	\$1,057.32	\$4,518.15	\$4,361.31	\$1,214.16
Independence				
IJHS	\$2,108.50	\$1,738.01	\$2,720.12	\$1,126.39
Cheerleaders	\$62.63	\$0.00	\$0.00	\$62.63
Drama	\$3,650.96	\$0.00	\$0.00	\$3,650.96
Lunch	\$0.00	\$0.00	\$0.00	\$0.00
Poms	\$106.55	\$0.00	\$0.00	\$106.55
Student Council	\$95.15	\$0.00	\$0.00	\$95.15
TOTAL	<u><u>\$7,218.74</u></u>	<u><u>\$7,545.69</u></u>	<u><u>\$7,870.96</u></u>	<u><u>\$6,893.47</u></u>



Palos Heights School District #128

Date: 12/4/2023

Proposal Description:

Veregy will provide Palos Heights School District #128 professional services and support related to the Building Automation HVAC Controls as requested in the formal proposal process.

In response to the scope of work provided in the RFP, Veregy will perform all the services requested through our standard services and support offerings below, which will be described in detail later in the proposal.

Managed Service Offerings	
Scope	Bronze
Unlimited Remote support	x
Unlimited Automated Support	x
Cloud-based system backup and retention	x
Disaster Recovery provisions	x
User interface service and management	x
BAS security and stability patches	x
Routine Preventative Maintenance on all HVAC Controls and related equipment	x
Emergency repair services on an as-needed Basis	x
Training for District personnel on the operation and troubleshooting of the system	x
Compliance w/ all local, state, and federal regulations regarding HVAC systems	x
1 st Year Cost	\$7,400
2 nd Year Cost	\$7,400



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Description of Services

Unlimited Remote Support

Veregy will provide maintenance and support for existing hardware and software including all equipment listed in the Maintenance List. Veregy will make a best effort to resolve as many issues as possible remotely and will come on-site according to the terms of this agreement in the event remote resolution is not possible.

Unlimited Automated Support

Through the use of Veregy's Remote, Monitoring and Management (RMM) strategies and software, unlimited automated support of the building automation system will be provided. Critical errors will automatically create a service ticket in Veregy's ticket management system to be addressed by Veregy's automated response programming. Errors during the maintenance window such as equipment malfunction or extended controller downtime, will trigger a service ticket to be automatically created in Veregy's ticket management system.

All time billed by Veregy's Automated Support software will be covered under the terms of this agreement.

Cloud-Based System Backup and Retention

After system modifications, Veregy will regularly back up system files and databases stored by on-premises Building Automation Systems to a secure online location. This includes AES-256-bit DOD Level Encryption of all data. Clients must maintain a 5-megabyte or higher Internet connection (both upload and download).

Disaster Recovery Provisions

In addition to maintaining appropriate system backups, Veregy will maintain stock of certain hardware if critical infrastructure fails or degrades to the point that it is no longer functional. These provisions will be installed and invoiced to the owner as needed outside of this agreement unless covered by provisions of this agreement.

User Interface Service and Maintenance

Veregy will maintain the building automation system's user interface housed on the premises. The interface will be modified as requested to meet users' business needs within the system's operational constraints. Veregy will maintain licensing and/or upgrades to keep the user interface functional and up to date. Regular maintenance will be conducted to remove temporary files from inactive users, verify access levels, and verify accessibility.

BAS Security and Stability Patches

Veregy will upgrade building automation supervisory systems (web-based supervisory and JACE building level controllers) to the most recent security or stability patch available for the applicable major revision of the system.



BAS Monitoring and Regular Maintenance - Silver Package

Also known as “Continuous Commissioning”, Veregy will monitor the building automation system regularly for proper and efficient operation. System operation will be regularly modified or fine-tuned to maintain and improve energy efficiency and comfort.

Fault Detection and Diagnostics - Silver Package

Veregy will monitor the building automation system regularly for abnormal operation. Veregy will remotely diagnose and troubleshoot faults or other issues as they arise. Corrective action recommendations will be documented and reported to the owner as applicable.

Monthly Energy Reporting with Energy Tracer - Silver Package

Veregy will provide and maintain an appropriate license to the Client for an automated utility data and energy analysis tool known as Energy Tracer. The system will be regularly updated with energy consumption and cost data to provide the Client with accurate reporting on energy use and costs associated with operating their facilities. In addition, Veregy will provide monthly reports to the client from the system documenting energy cost and consumption.

Add Ons: None Selected

Work Order Management and Facility Use Scheduling with FMX

Veregy will provide and maintain an appropriate license to the Client for a computerized maintenance management system (CMMS) known as Facility Management Express (FMX). This license shall include, at a minimum, work order management and facility use scheduling functionality.

FMX to BAS work order and scheduling integration with Orchestrate

Veregy will provide and maintain an appropriate license to the Client for a facility integration platform known as Orchestrate. Orchestrate shall be configured and maintained to provide automated integration and workflows between the Client’s CMMS and building automation system. Veregy will configure and maintain scheduling and automated work order integrations to facilitate the energy and operational goals of the Client.

Retro-commissioning (RCx) of existing control system

Commissioning of existing buildings or “retro-commissioning,” is a systematic process to identify and implement operational and maintenance (O&M) improvements to ensure their continued performance over time. Retro-commissioning optimizes system functionality to maximize efficiency reflecting the current building configuration and use. It is an inclusive and systematic process that intends not only to optimize how equipment and systems operate, but to optimize how the systems function together. The primary focus is on using O&M tune-up



activities and diagnostic testing to optimize the performance of building systems. Retro-commissioning is not a substitute for major repair work but is used in conjunction with major equipment repairs and/or replacements.

Scope of Work

- Veregy shall identify and recommend that all occupancy schedules match building schedules.
- Veregy shall identify and recommend Sequence of Operations to enable a Morning Warm-up/Cool down routine based on outdoor temperature and variance from setpoint to reduce occupied run times.
- Veregy shall identify and recommend that Sequence of Operations prevent simultaneous heating and cooling
- Veregy shall identify and recommend that Holiday Schedules match current (and future released) school calendars.
- Veregy shall identify and recommend Summer schedules match the space needs.
- Veregy shall identify and recommend Economizer set points to improve indoor conditions without mechanical cooling.
- Check all Minimum OA Damper settings to make sure space needs are being addressed
- Veregy shall identify and recommend unoccupied temperature settings to meet global set-points.

BAS Retro-Commissioning Plan			
Step	Task	Details	Buildings included
1	Identify HVAC equipment by building	Detailed inventory by building of equipment currently controlled by the BAS such as: HVAC related AHU, VAV, UV, FC, EF, chiller, CHW pump, HHW pump, etc. Identify other known significant HVAC equipment not controlled through the BACS.	All buildings covered by BAS
2	Identify existing conditions data needed	Develop customized worksheets for recording existing condition data such as schedules, set points, DCV parameters, economizer parameters, CHW/HHW reset schedules, etc.	All buildings covered by BAS
3	Document existing conditions (baseline data)	Complete building specific worksheets for parameters identified in step #2. Note known irregularities inherent to the building HVAC system and/or its control parameters.	All buildings covered by BAS
4	Establish occupancy schedules and desired set points	Document building, area, or room level schedules and set points as necessary based on how the building is used as defined by the Owner. Shall include differences between normal school week, holiday, summer, etc.	All buildings covered by BAS

5	Review System Key Performance Indicators (KPIs)	Obtain missing operational and performance data through diagnostic monitoring using building's BMS. Create and review trend data such as room temperature and fan speeds.	
6	Review building drawings	Review building drawings, construction documents, original sequences of operation, etc. as available from archives	All buildings covered by BAS
7	Review baseline data	Review existing conditions data and building use requirements collected in steps #3 & 4.	All buildings covered by BAS
8	Digital Functional testing	Perform functional testing on 100% of all major or singular equipment (AHU, CHW pump, VFDs, etc.) and 25% of all other minor equipment (typically terminal devices, EFs, VAV dampers, etc.) identified in step #1. This shall include commanding the equipment to respond to an input from the BAS and verifying that the equipment responds as expected via BAS variables (i.e., damper or valve position changes and/or temperature of supply air changes). Document results.	All buildings covered by BAS
9	Functional testing	Physically review end-device response to BAS commands on devices that did not respond as required in step #8. Make minor adjustments (as defined below) to correct issues; generate a work order for devices that require additional troubleshooting.	As necessary from step #8
10	Develop Master List of Findings and Recommendations	Develop a Master List of Findings and Recommendations to allow the systems to operate per the optimized settings to improve energy efficiency. Items shall be categorized as to whether it is an adjustment or a repair of failed equipment. Generate deliverable report.	All buildings covered by BAS
11	Review findings	Review Master List of Findings and Recommendations with the Owner. Document actions agreed to be implemented. Adjustments and minor repairs are part of the retro-commissioning scope whereas major repairs are not.	All buildings covered by BAS
13	Develop action plan	Develop an action plan which will include anticipated energy savings resulting from the changes agreed to in step #10 and #11. This will be a mix of adjustments and minor repairs (in scope) as well as potential out of scope items such as repair or replacement of failed equipment.	All buildings covered by BAS
14	Implement changes*	Implement changes agreed to in step #13.	All buildings covered by BAS



*Changes to be implemented are limited to control related adjustments and minor repairs. Major repairs shall be addressed outside of this agreement.

All equipment types may not apply

Notes and Exclusions:

The proposal assumes remote access to the control system is available to Veregy at all times. BAS is defined as the building automation system and is limited to systems that are accessible to a Tridium/Niagara platform accessible by Veregy.

Minor repairs and adjustments include:

- Tightening of existing wiring to end devices
- Tightening of loose connections and nuts on existing end devices
- Adjustments to end devices that are possible within the capabilities of existing devices
- Changes in wire connections at end devices if required

Major repairs include but are not limited to:

- Actuator replacements
- New wire pulls to replace failed/faulty wiring
- New controller installation
- New sensor installation
- Valve or mechanical component replacement or repair
- Supervisory system repair or replacement

Managed Services Requirements

System Requirements

1. Controllers, Building Level Controllers, Servers, networking equipment, and terminal sensing or control devices should be less than 15 years old or turning 15 years old in the first year of the agreement.
 - a. Hardware that has failed or reached its useful life shall be replaced by Veregy according to the "Repair and Replacement of Degraded Hardware and Supporting Infrastructure" section of this agreement (if applicable). If not included in agreement, Veregy will provide a deficiency list and replacement proposal to the Client separate from this agreement.
2. All servers used to manage the building automation system shall use the Client's choice of Microsoft Windows Server operating systems. Windows licensing and security setting shall be maintained by the Client.
3. All server and desktop software provided by the Client for Veregy use must be genuine, licensed and vendor-supported.



4. Clients will maintain general IT service/support contracts for hardware such as routers, firewalls and switches and specialty software applications outside of the Building Automation System.
5. Remote Access - The Client shall provide Veregy with the ability to remotely access the Customer's BAS system(s). If Client's systems currently do not have this ability Veregy can provide this ability at the beginning of the initial contract term and Client will maintain this connection for the life of the contract.
6. Utility Data Access - Client shall provide online access to utility accounts to facilitate utility data tracking. At the Client's discretion, physical or pdf copies of bills can be provided from the Client to Veregy for manual processing, but the Client agrees that this option will delay reporting.

General Conditions

Obsolete Equipment - If mechanical equipment fails that is obsolete, meaning that control parts or a direct replacement of equipment with similar control components is no longer available, replacement costs associated with replacing the failed equipment are not covered under this agreement. Client and Veregy agree to negotiate a plan for scope at time of failure.

Other Contractors - Repair or replacement of equipment or components due to damage caused by a 3rd party contractor or customer's own maintenance staff is not covered under this agreement.

In the tables presented in the Addendum of this proposal the following terms and definitions apply:

- Service - on site or remote inspection and regular maintenance
- Material - replacement parts or equipment
- Labor - labor to replace parts or equipment

Standard and Special Terms and Conditions are attached apply as applicable to this agreement.

Exclusions:

Equipment or conditions not specifically noted in the Maintenance List are excluded from this service proposal. In addition, the following systems, components, or buildings are excluded from the service proposal:

- Mechanical components on valves (seals, bodies, plungers, etc.)
- Mechanical components for dampers (shafts, seals, damper, etc.)
- Control components not required for BAS operation



Agreement

Client Veregy agree to the following:

- Veregy will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 24 months beginning 1/25/2024 (Effective Date). This Agreement will automatically renew for successive 12-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. Veregy or Client may terminate this contract at any time, according to the Special Terms and Conditions defined in this document.
- Client agrees to all requirements in the preceding pages of this document.
- Client agrees to pay Veregy according to the interval defined in the Special Terms and Conditions.
- If the client is in a jurisdiction that charges sales tax on services, the stated price does not include tax.
- This Agreement covers only the client's locations as referenced in the Addendum and its Building Automation System assets, services, service hours, and covered days defined within this Agreement and Addendum.
- The addition of locations, Building Automation System assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional systems requiring additional controllers or network infrastructure are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at Veregy's then hourly rate plus expenses.
- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.
- Veregy will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
- Client will comply with the Terms and Conditions in Part A and Part B and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

Client

By _____

Date _____

Veregy, LLC

By _____

Date _____



PART A. Standard Terms and Conditions

1. TAXES: CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide VEREGY with a tax exemption certificate acceptable to the applicable taxing authorities.

2. PROPRIETARY INFORMATION:

2.1 All proprietary information (as defined herein) obtained by CUSTOMER from VEREGY in connection with this Agreement shall remain the property of VEREGY, and CUSTOMER shall not divulge such information to any third party without prior written consent of VEREGY. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to CUSTOMER hereunder which VEREGY deems proprietary or confidential and characterizes as proprietary at the time of disclosure to CUSTOMER by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The CUSTOMER shall incur no obligations hereunder with respect to proprietary information which: (a) was in the CUSTOMER'S possession or was known to the CUSTOMER prior to its receipt from VEREGY; (b) is independently developed by the CUSTOMER without the utilization of such confidential information of VEREGY; (c) is or becomes public knowledge through no fault of the CUSTOMER; (d) is or becomes available to the CUSTOMER from a source other than VEREGY; (e) is or becomes available on an unrestricted basis to a third party from VEREGY or from someone acting under its control; (f) is received by CUSTOMER after notification to VEREGY that the CUSTOMER will not accept any further information.

2.2 CUSTOMER agrees that VEREGY may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as VEREGY submits any such document or statement to CUSTOMER for its approval, which shall not be unreasonably withheld.

3. INSURANCE OBLIGATIONS:

3.1 VEREGY shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability: Commercial General Liability – Combined Single Limit: \$1,000,000 Each Occurrence / \$2,000,000 Product & Completed Operations Aggregate, Commercial Automobile Liability – Combined Single Limit: \$1,000,000 Each Occurrence
Workers' Compensation – Statutory

3.2 CUSTOMER shall be responsible for maintaining its own liability and property insurance.

4. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS:

4.1 In areas in which VEREGY will be performing its Services, there are no conditions or circumstances subject to special precautions or equipment required by federal, state or local health or safety regulations or unsafe working conditions. CUSTOMER shall notify VEREGY of any changes in conditions or regulations that occur during the course of this Agreement that affect the foregoing representations and warranties, including without limitation discovery of Hazardous Substances or Mold at a Site.

4.2 CUSTOMER acknowledges that the operation of the Covered Equipment may control or affect temperature, humidity, and ventilation at the Site, which may adversely affect accumulation, concentration, growth or dispersion of Hazardous Substances or Mold, whether or not there are defects in the Covered Equipment or the Services. CUSTOMER agrees that VEREGY is responsible for maintaining the Covered Equipment in a good working order in accordance with manufacturer's specifications and recommendations, but VEREGY is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document. VEREGY shall not be responsible for any adverse effects of temperature, humidity and ventilation conditions created by the Covered Equipment.

5. WARRANTY AND LIMITATION OF LIABILITY:

5.1 VEREGY will replace or repair any product VEREGY provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond the control of VEREGY. This warranty applies to all products VEREGY provides under this Agreement, whether or not manufactured by VEREGY. The warranty is effective as of the date of CUSTOMER acceptance of the product or the date CUSTOMER begins beneficial use of the product.

5.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND VEREGY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER.

6. INDEMNITY: VEREGY agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under VEREGY' negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CUSTOMER gives VEREGY immediate notice in writing of any such claims and permits VEREGY, through counsel of its choice and VEREGY' sole cost and expense, to answer the claims and defend any related suit and (ii) CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY' expense, to enable VEREGY to defend such suit. VEREGY shall not be responsible for any settlement without its written consent. VEREGY shall not be liable for loss or damage caused by the negligence of CUSTOMER or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, CUSTOMER agrees that VEREGY will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL VEREGY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS OR ACTIVITIES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF ANY DATA, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF



CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. IN NO EVENT WILL VEREGY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO VEREGY BY CUSTOMER HEREUNDER FOR THE THEN_CURRENT YEAR.

8. EXCUSABLE DELAYS: VEREGY shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond VEREGY' reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of VEREGY, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and VEREGY shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

9. OUT OF SCOPE SERVICE: If CUSTOMER requests, and VEREGY agrees, to correct any problems or issues not covered by this Agreement, CUSTOMER will pay VEREGY for all such work performed at VEREGY's then-current standard time and materials charges. Such amount shall be due and payable within twenty (20) days of the applicable VEREGY invoice date.

10. SOFTWARE LICENSE: All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. CUSTOMER shall be expected to grant VEREGY access to the end user for purposes of obtaining the necessary software license.

11. DISPUTE RESOLUTION: With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

12. ACCEPTANCE: This proposal and the pages attached shall become an Agreement only upon signature below by VEREGY and CUSTOMER. The terms and conditions are expressly limited to the provisions hereof, including VEREGY' Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, VEREGY of any purchase order, specification, or other document issued by CUSTOMER. Any additional or different terms set forth or referenced in CUSTOMER'S purchase order are hereby objected to by VEREGY and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

13. MISCELLANEOUS:

13.1 This Agreement represents the entire Agreement between CUSTOMER and VEREGY for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

13.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

13.3 This Agreement shall be governed by the law of the State where the work is to be performed.

13.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VEREGY and CUSTOMER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.5 CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of VEREGY. VEREGY may assign its right to receive payment to a third party.



PART B. Special Terms and Conditions

14. COVERAGE:

14.1 CUSTOMER agrees to provide access to all Equipment covered by this Agreement. VEREGY will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with CUSTOMER'S representative.

14.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.

14.3 VEREGY will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than VEREGY or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond VEREGY' control. VEREGY will provide such services at CUSTOMER'S request and at an additional charge. CUSTOMER shall be entitled to receive VEREGY' then current preferred-CUSTOMER labor rates for such services.

14.4 VEREGY may install diagnostic devices and/or software at VEREGY' expense to enhance system operation and support. Upon termination of this Agreement, VEREGY may remove these devices and return the system to its original operation. CUSTOMER agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

14.5 VEREGY will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

14.6 This Agreement assumes that the systems and/or Equipment included in the attached Maintenance List are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

14.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at VEREGY' sole option. VEREGY shall not be responsible for any damages resulting from such alterations, modifications, changes or movement

14.8 Unless otherwise specified, CUSTOMER retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

14.9 CUSTOMER will promptly notify VEREGY of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER'S attention.

14.10 VEREGY shall have no obligation to investigate or correct problems that cannot be reproduced by VEREGY based on information provided by CUSTOMER; or that are due to a breach by CUSTOMER of the terms of any license agreement; or that cannot be remedied due either to the operational characteristics of the computer equipment on which the software is used, if the equipment was not furnished by VEREGY; or to modifications to the software made by CUSTOMER or any third party. VEREGY will use commercially reasonable efforts to provide the services under this Agreement; however, CUSTOMER acknowledges that VEREGY cannot guarantee that every question, problem, issue or error reported by CUSTOMER can or will be resolved. Nothing in this Agreement shall expand or add to any warranty for any software provided. Except as otherwise agreed to in writing, this Agreement shall not apply to, or obligate VEREGY to provide any support and maintenance services for software, equipment or products that CUSTOMER obtains from or through any source other than VEREGY.

15. TERMS OF PAYMENT:

15.1 CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Services as specified on the first page of this Agreement. VEREGY shall submit invoices annually to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after CUSTOMER'S receipt of each such invoice. In the event that CUSTOMER fails to make payment when due, CUSTOMER shall also pay interest at a rate of nine percent (9%) per annum. Additionally, should VEREGY file a lawsuit to collect any amounts due under the Agreement for services, VEREGY shall be entitled to recover any attorney's fees and costs incurred by it in attempting to collect amounts owed to it.

15.2 Price Adjustment VEREGY may adjust the amounts charged for the Services provided annually not to exceed a 5% increase in any 12 month period.

16. TERM AND TERMINATION:

16.1 Term: The initial term of this Agreement will begin on the Effective Date and continue for the period outlined in the Agreement. Thereafter, the term will automatically be renewed for consecutive terms as outlined unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

16.2 CUSTOMER may terminate this Agreement for cause if VEREGY defaults in the performance of any material term of this Agreement or fails or neglects to carry forward the Services in accordance with this Agreement, after giving VEREGY written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, VEREGY fails to cure or perform its obligations, CUSTOMER may, by written notice to VEREGY, terminate this Agreement.

16.3 VEREGY may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this



Agreement and recover from CUSTOMER payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

16.4 Cancellation - This Agreement may be canceled at VEREGY' option in the event VEREGY equipment on CUSTOMER'S premises is destroyed or substantially damaged. Likewise, this schedule may be canceled at CUSTOMER'S option in the event CUSTOMER'S premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that CUSTOMER will remain liable for Services rendered to the date of cancellation.

17. DEFINITIONS:

17.1 "Equipment" means the equipment covered by the Services to be performed by VEREGY under this Agreement and is identified in the respective work scope attachments under the "List of Covered Equipment".

17.2 "Services" means those services and obligations to be undertaken by VEREGY in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.



Attachment A

Network Information to be filled in by Client and confirmed by Veregy Engineer

Number of full or part-time users on site: _____

IP Address of Existing BAS Server: _____

BAS Locations Supported

Table 2 - Covered Buildings

Covered Buildings		
Site	Area	Address
Navajo Heights Elem School	29,043	12401 S Oak Park Avenue, Palos Heights, IL, 60463
Chippewa Elem School	31,998	12425 S Austin Avenue, Palos Heights, IL, 60463
Indian Hills Preschool	16,280	12800 S Austin Avenue, Palos Heights, IL, 60463
Independence Jr High School	52,000	6610 W Highland Drive, Palos Heights, IL, 60463



PALOS HEIGHTS SCHOOL DISTRICT 128

2024 - 2025 School Calendar



AUGUST

- 20 Teacher & Staff Institute Day
- 21 Teacher & Staff Institute Day
- 22 **First Day for Students (12:00 PM Dismissal)**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	I	I	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

- 2 Labor Day - No School
- 11 Professional Learning Early Release

S	M	T	W	Th	F	S
1	X	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

- 2 Professional Learning Early Release
- 11 Teacher & Staff Institute Day - No School
- 14 Columbus/Indigenous People Day - No School
- 23 Professional Learning Early Release

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	I	12
13	X	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

- 5 Election Day - No School
- 13 Professional Learning Early Release
- 18 - 19 Parent Teacher Conferences - No School
- 20 - 22 Thanksgiving Break - No School

S	M	T	W	Th	F	S
					1	2
3	4	X	6	7	8	9
10	11	12	13	14	15	16
17	PT	PT	X	X	X	23
24	25	26	27	28	29	30

DECEMBER

- 11 Professional Learning Early Release
- 23 - 27 Winter Break - No School
- 30 - 31 Winter Break - No School

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	X	X	X	X	X	28
29	X	X				

JANUARY

- 1 - 3 Winter Break - No School
- 15 Professional Learning Early Release
- 20 Martin Luther King, Jr. Day - No School

S	M	T	W	Th	F	S
			X	X	X	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

- 12 Professional Learning Early Release
- 17 Presidents' Day - No School

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	X	18	19	20	21	22
23	24	25	26	27	28	

MARCH

- 12 Professional Learning Early Release
- 24 - 28 Spring Break - No School
- 31 Non-Attendance Day

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	X	X	X	X	X	29
30	X					

APRIL

- 1 Institute Day - Student Non-Attendance Day
- 9 Professional Learning Early Release
- 18 Non-Attendance Day
- 21 Non-Attendance Day
- 30 Professional Learning Early Release

S	M	T	W	Th	F	S
		I	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	X	19
20	X	22	23	24	25	26
27	28	29	30			

MAY

- 21 Professional Learning Early Release
- 26 Memorial Day - No School

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	X	27	28	29	30	31

JUNE

- 4 **Last Day for Students - Early Dismissal**
- 5 - 6 *Emergency Days If Needed*
- 9 - 11 *Emergency Days If Needed*

S	M	T	W	Th	F	S
1	2	3	4	E	E	7
8	E	E	E	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Professional Learning Community (PLC) Early Release Days

Dismissal Times: Navajo 1:15 PM; Independence 1:20 PM; Chippewa 1:25 PM; Indian Hill 1:30 PM

September 11

October 23

December 11

February 12

April 9

May 21

October 2

November 13

January 15

March 12

April 30

Final Day of Trimesters

Trimester 1:

Trimester 2:

Trimester 3:

Report Card Dates

Trimester 1:

Trimester 2:

Trimester 3:

School Attendance Hours

Indian Hill Half Day Pre-K AM: 8:30 AM – 11:00 AM

Indian Hill Half Day Pre-K PM: 12:00 PM – 2:30 PM

Indian Hill Kindergarten: 8:30 AM – 2:30 PM

Chippewa Grades 1 - 3: 8:15 AM – 2:50 PM

Navajo Grades 4 - 5: 8:00 AM – 2:35 PM

Independence Jr. High School Grades 6 - 8: 7:55 AM – 2:43 PM

Calendar Key

- First & Last Day of School for Students
- Student Non-Attendance Day
- PLC Day - Student Early Dismissal
- Emergency Days If Needed

NOTE: The recommendation for inclement weather is to utilize the District E-Learning plan to avoid adding days to end of the school year.

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

LEGAL REF.:

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

[115 ILCS 5/](#), 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 Board member orientation and development. Board members have an equal opportunity to attend State and national meetings designed to familiarize members with public school issues, governance, and legislation.

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

Mandatory Board Member Training

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

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

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

Professional Development; Adverse Consequences of School Exclusion; Student Behavior

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

Board Self-Evaluation

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

New Board Member Orientation

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

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

Candidates

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

LEGAL REF.:

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

2:200 Types of Board of Education Meetings

General

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

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

Regular Meetings

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

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

Closed Meetings

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

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

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

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

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

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

Reconvened or Rescheduled Meetings

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

Special Meetings

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

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

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

Emergency Meetings

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

Posting on the District Website

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

LEGAL REF.:

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

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

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

CROSS REF.: 2:110 (Qualifications Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational 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 Board of Education Meeting Procedure

Agenda

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

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

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

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

Voting Method

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

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

Any Board member may include a written explanation of his or her vote in the District file containing individual Board member statements; the explanation will not be part of the minutes.

Minutes

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

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

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

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

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

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

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

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

Verbatim Record of Closed Meetings

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

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

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

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

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

Quorum and Participation by Audio or Video Means

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

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

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

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

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

Rules of Order

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

concerning procedure.

Broadcasting and Recording Board Meetings

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

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

LEGAL REF.:

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

Recommend as Presented -
Legal language update

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

Motion to Adjourn to Closed Meeting

Date:	Time:
Location:	

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

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

The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, 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"
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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

Recommend as Presented -
Legal language 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) .			
<u>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</u>			
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 discipline. 5 ILCS 120/2(c)(9) . Minutes of meetings held for this			

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)(29) .			

PRESSPlus Comments

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

Document Status: Draft Update

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

Preliminary Adoption Procedures

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

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

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

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

Final Adoption Procedures

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

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

minutes.

The Superintendent or designee shall perform each of the following:

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

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

Budget Amendments

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

Implementation

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

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

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

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

Issue 113, October 2023

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 Township Treasurer shall serve as the Chief Investment Officer. 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. He/she 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.

Authorized Investments

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

Investment Types

The following investments will be permitted by this policy and as limited by the Public Funds Investment Act, [30 ILCS 235/2](#), the Investment of Municipal Funds Act, [50 ILCS 340](#), or State of Illinois Statute, where applicable:

- Interest bearing U.S. government bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued;
- U.S. government obligations and U.S. government agency obligations in the form of bonds, notes, debentures or other similar obligations;
- Interest-bearing savings accounts, certificates of deposit, time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;
- U.S. corporations obligations with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 3 years from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the Trustees of Schools' funds may be invested in such short term obligations;
- Money market mutual funds registered under the Investment Company Act of 1940;
- Interest bearing county, township, city, village, incorporated town, and school district bonds;
- FDIC insured banks, short term discount obligations of the Federal National Mortgage Association, securities issuable by savings banks or savings and loan associations insured by the FDIC; insured dividend-bearing share accounts or class of share accounts of a credit union chartered under the laws of Illinois or the United States but having the principal office located

within Illinois;

- Public Treasurers Investment Pool created under Section 17 of the State Treasurer Act, funds managed, operated and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company; Tax anticipation warrants and municipal bonds meeting the requirements of the Investment of Municipal Funds Act ([50 ILCS 340](#)):
 - Illinois School District Liquid Asset Fund;
 - Illinois Institutional Investment Trust and
 - Repurchase Agreements as defined below.

Repurchase Agreements

The Trustees of Schools may purchase or invest in repurchase agreements of government securities having the same meaning set out in the Government Securities Act of 1986, subject to the provisions of the Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the Trustees of Schools, shall be purchased through banks or trust companies authorized to do business in Illinois. Except for such repurchase agreements, the Trustees of Schools may not purchase or invest in instruments which constitute repurchase agreements unless the instrument and transaction meet the requirements set forth in [30 ILCS 235/2\(h\)\(1\)](#) - (11).

The Chief Investment Officer 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/](#)

Collateral Requirements

According to the policy of The Chief Investment Officer (Worth Township Treasurer), collateralization of funds through pledging of appropriate securities by depositories is the only way to fully guarantee the safety of deposits. Collateralization of assets insured by the FDIC should be in writing; executed by the depository and any person claiming an adverse interest, contemporaneously with the acquisition of the asset by a depository; approved by the board of directors of the depository; and kept continuously from the time of execution as an official record of the depository.

Safekeeping and Custody Arrangements

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

Controls and Report

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

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

standards for the investment type.

Ethics and Conflicts of Interest

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

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

Recommended as Presented -
Legal Compliance Updates

4:60 Purchases and Contracts

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

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts over \$10,000 shall be approved or authorized by the Board.

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

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

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

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

Any standardized assessment administered to an entire grade level will now need board approval before purchase.

Do not recommend - Optional
The district does not currently
participate in NSLP because of
inability to find a vendor to service
the district.

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. Dept. of Agriculture and distributed by the Ill. State Board of Education.

Notification

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

Nondiscrimination Assurance

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

Appeal

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

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

The Superintendent shall keep on file for a period of three 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 three years.

LEGAL REF.:

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

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

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

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

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

PRESSPlus Comments

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

Document Status: Draft Update

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

LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

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

[23 Ill.Admin.Code §1.330.](#)

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

PRESSPlus Comments

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

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

Recommend as presented - aligned with current federal guidance.

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

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

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

Job Descriptions

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

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

Investigations

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

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

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

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

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

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

Sexual Misconduct Related Employment History Review (EHR)

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

Physical Examinations

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

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

Orientation Program

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

LEGAL REF.:

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

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

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

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

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

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

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

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

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

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), , 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; 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.

Teacher Workday, Duty-Free Lunch, Assignments, Evaluation, Salary

Please refer to the following current agreement:

"Palos Heights School District 128, PHEA Teacher Contract."

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](#).

Dismissal

The District will follow State law when dismissing a teacher.

LEGAL REF.:

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

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

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

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

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

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

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

PRESSPlus Comments

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

Document Status: **Review and Monitoring**

5:210 Resignations

Please refer to the following current agreement: [PRESSPlus1](#)

"Palos Heights School District 128, PHEA Teacher Contract."

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).

ADOPTED: April 9, 2014

PRESSPlus Comments

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

- 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

Recommended as presented -
Legal Compliance 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 appropriate Intermediate Service Center Executive Director has certified that a personnel shortage exists.

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

Short-Term Substitute Teachers

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

Emergency Situations

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

LEGAL REF.:

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

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

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

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

PRESSPlus Comments

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

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

Document Status: Draft Update

5:250 Leaves of Absence

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

Sick and Bereavement Leave, Personal Leave, Adoption Leave, Child-Rearing Leave

Please refer to the following current agreement:

"Palos Heights School District 128, PHEA Teacher Contract."

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

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

Family Bereavement Leave

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

The leave must be completed within 60 days after the date on which the employee received notice of

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

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.

Sabbatical Leave

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

Leaves for Service in the Military

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

General Assembly Leave

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

Leave for Employment in Department of Defense

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

School Visitation Leave

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

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

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

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

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

Leaves to Serve as an Officer, 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 twenty20 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 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.

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.

[105 ILCS 5/24-6](#), [5/24-6.1](#), [5/24-6.2](#), [5/24-6.3](#), [5/24-13](#), and [5/24-13.1](#).

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

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

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

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

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

Questions and Answers:

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

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

PRESSPlus Comments

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

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

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

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

Document Status: Draft Update

Recommended as presented -
Legal Compliance update

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

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

Sick and Bereavement Leave

Full or part-time educational support personnel who work at least 600 hours per year receive 10 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.

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

As a condition for paying sick leave after three days absence for personal illness or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than three days for personal illness, the District shall pay the expenses incurred by the employee.

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

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

Vacation

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

Length of Employment		Monthly Accumulation	Maximum Vacation Leave Earned Per Year
<u>From:</u>	<u>To:</u>		
Beginning of year 2	End of year 5	0.83 Days	10 Days per year
Beginning of year 6	End of year 15	1.25 Days	15 Days per year
Beginning of year 16	End of year	1.67 Days	20 Days per year

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

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

Holidays

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

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

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

Personal Leave

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

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

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

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

Other Leaves

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

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

LEGAL REF.:

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

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

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

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

820 ILCS 154/, ~~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 105 ILCS 5/24-2(a), amended by P.A.s 103-395, eff. 1-1-24, and 103-467, and 10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25, adding 2024 Election Day as a school holiday. **Issue 113, October 2023**

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

Document Status: Draft Update

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.

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

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 of Education a plan for organizing instructional levels and assigning them to school facilities in order to:

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

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

Kindergarten

The District maintains a full-day kindergarten with an instructional program that fulfills the District's curriculum goals and objectives and the requirements of the State law.

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**

Recommendation to eliminate third bullet; incorporated in second bullet.

Fundraising Exemption removed. Only applies to Grades 9-12.

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 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 or designee will ensure each school building complies with this policy, the policy is available to the community on an annual basis, and that 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 of Education 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 physical education course for a minimum of three days per five day week with such frequency as determined by the Board of Education after recommendation by the Superintendent, 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.

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

Students will be offered and schools will promote nutritious food and beverage choices consistent with the current *Dietary Guidelines for Americans* published jointly by the U.S. Departments of Health and Human Services and Agriculture (USDA). In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods and comply with all ISBE rules.

~~Exempted Fundraising Day (EFD) Requests~~ Only Grades 9-12 may implement Exempted Fundraising Days.

~~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, unless the Superintendent or designee in a participating school has granted an exempted fundraising day (EFD). To request an EFD and learn more about the District's related procedure(s), contact the Superintendent or designee. The District's procedures are subject to change. The number of EFDs is set by ISBE rule.~~

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

The Superintendent or designee shall annually 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. This 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

Community Input

The Superintendent or designee will actively invite suggestions and comments concerning the development, implementation, and improvement of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board of Education, school administrators, and community.

Recordkeeping

The Superintendent or designee shall retain records to document compliance with this policy.

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 kindergarten through grade 8, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of opioid abuse. A reading opportunity of 60 minutes per day will be promoted for all students in kindergarten through grade 3 whose reading levels are one grade level or more lower than their current grade level. Daily time of at least 30 minutes (with a minimum of at least 15 consecutive minutes if divided) will be provided for supervised, unstructured, child-directed play for all students in kindergarten through grade 5. Before the completion of grade 5, students will be offered at least one unit of cursive instruction. In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 7 and 8, as well as in interscholastic athletic programs, steroid abuse prevention must be taught.
3. In kindergarten through grade 8, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence.
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 addition, in all grades, gang resistance education and training must be taught.
8. 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.
9. In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage in a physical education course with such frequency as determined by the Board after recommendation from the Superintendent, but at a minimum of three days per five-day week. For exemptions and

substitutions, see policies 6:310, *Credit for Alternative Courses and Programs, and Course Substitution*, and 7:260, *Exemption from Physical Education*.

10. 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.
11. 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.
12. 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.
13. 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.

14. In grade 7, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.
15. 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.
16. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the history, struggles, and contributions of women.
17. 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.

18. In all schools, instruction during courses as determined by the Superintendent or designee on disability history, awareness, and the disability rights movement.
19. 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.
20. 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 www.iste.org/explore/classroom/15-resources-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**

Recommended as presented - explicit statement about residency of students with disabilities adhering to school code for residency.

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.

Admission of Nonresident Students Pursuant to an Agreement or Order [Q1](#)

Nonresident students may attend District schools ~~tuition-free~~ pursuant to 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 of Education policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status

If the Superintendent or designee determines that a 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 of Education 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 to a new subhead "Requests for Nonresident Admission": For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).)

PRESSPlus Comments

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

Document Status: Draft Update

7:70 Attendance and Truancy

Compulsory School Attendance

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

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

Absenteeism and Truancy Program

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

1. A protocol for excusing a student in grades 6 through 8 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
2. 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.
3. 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.
4. 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](#).
5. 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.
6. 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.

7. 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.
8. 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.
9. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Intermediate Service Center, if truancy continues after supportive services have been offered.
10. A protocol for cooperating with non-District agencies including County or municipal authorities, the Intermediate Service Center, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
11. 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.
12. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.

Monitoring

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

LEGAL REF.:

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

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

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

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

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, 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**

Recommend as presented and with default answers to align with legal code and also to address when AI is being used as a tool for purpose of academic dishonesty

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 an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off or silenced and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
- 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
- 8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless

specifically authorized by staff, [PRESSPlus1](#) wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.

9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and School Board 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 psycho-stimulant medication to the student.

Disciplinary Measures

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

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

between the District and local law enforcement agencies.

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

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**

Our nurse is working to have all requirements in place. We are seeking information from the state on the certification process and relevant staff to be trained. Policy will be approved as recommended as it is grounded in school code compliance.

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/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the District's procedures on dispensing medication.

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

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

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

Self-Administration of Medication

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

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*. A qualifying plan means: (1) an 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 Epinephrine Injectors

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector

prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law, may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

School District Supply of Undesignated Opioid Antagonists [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.

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.

Administration of Medical Cannabis

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

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a *designated caregiver* to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a *medical cannabis infused product* to a child who is a student on the premises of his or her school or on his or her school bus if:
 - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
 - b. Copies of the registry identification cards are provided to the District;
 - c. That student's parent/guardian completed, signed, and submitted a *School Medication Authorization Form - Medical Cannabis*; and

- d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the *medical cannabis infused product* to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

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

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

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

Void Policy

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

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

Monitoring

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

LEGAL REF.:

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

[23 Ill.Admin.Code §1.540.](#)

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

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

PRESSPlus Comments

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

Recommend as presented; legal compliance updates

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 5/2-3.166c](#)(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. 745 ILCS 10/.

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.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270,

Administering Medicines to Students, implementing Ashley's Law.

11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

Convicted Child Sex Offender

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

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

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

Exclusive Bargaining Representative Agent

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

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

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

Enforcement

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

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

calendar year in accordance with the procedures below.

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

Before any person may be denied admission to athletic or extracurricular school events 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. §~~797184~~ 797181 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), 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** 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

Intergovernmental Agreement with the Palos Heights School District 128
and the City of Palos Heights

WHEREAS, THE CITY OF PALOS HEIGHTS, Cook County, Illinois, hereinafter called the “The City”, and the PALOS HEIGHTS SCHOOL DISTRICT NO. 128, Cook County, Illinois, hereinafter called the “School District”, have cooperated for the mutual benefit of its community for many years; and

WHEREAS, The City seeks the use of School District facilities to hold The City’s Day Camp Program.

WHEREAS, the School District is presently the owner of school buildings and ground commonly known as Chippewa Elementary School and may own or operate other school buildings and grounds during the term of this Agreement (collectively the “School Properties”) situated within the boundaries of The City; and

WHEREAS, the School District has determined that The City’s use of the School Properties for the Day Camp Program during agreed upon hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services; and

WHEREAS, Article VII, Section 10, of the 1970 State of Illinois Constitution authorizes units of local government, such as the School District and The City, to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law;

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) further provides that any one or more units of local government at contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the Illinois School Code (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of their residents to enter into this Agreement to secure to each the benefits of enhanced recreational and educational activities for the residents of The City and the School District;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I Term

1.1 **Term-** The term of this Agreement shall be for a period of nine weeks, commencing in June 10, 2024 through August 9, 2024 unless terminated prior to that date, as provided in this Agreement.

1.2 **Termination-** Each party reserves the right to terminate this Agreement for any reason upon 30 days advanced written notice to the other party.

1.3 **Effect of termination-** The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.

1.4 **Condition of Property-**At the expiration of this Agreement, whether by lapse of time or otherwise, each party shall leave the other party's properties in substantially the same condition, normal wear and tear attributable to a party's use excepted, as in existence at the time of the execution of this Agreement. To the extent that a party does not meet this obligation, the other party may see reimbursement for expenses incurred for any work necessary to restore the other party's properties to substantially the same condition as in existence at the time of the execution of this Agreement or to the same condition to which the property has been later modified by the party owning the property, as provided for in Section 5.1 and 5.2.

II Use

2.1 **School Properties-** Subject to the conditions set forth herein, the School District shall make available for use by The City during times when there are no conflicting school sponsored activities those portions of the Independence Junior High and its surrounding grounds as are agreed upon by the parties pursuant to Section 2.3 for The City's Day Camp Program. There shall be no charge to The City for such use of School Properties.

2.2 **Priority of Use-** The School District shall have the right to use of the space that the Day Camp Program occupies with one week's notice. The School District shall immediately notify The City upon first learning of the circumstances requiring a schedule change and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternatives not sponsored by the School District. The Day Camp Program will be moved to a temporary space Palos Heights Recreation Center. The City shall notify the School District within 48 hours of any schedule changes of the Day Camp Program.

2.3 **Scheduling-** The Superintendent of the School District or the Superintendent's designee and the Director of The City's Palos Heights Parks and Recreation Department or the Director's designee shall jointly establish schedules of the areas, days, and hours of use of the School Properties by each of the parties. Meetings to establish the schedule shall occur once, and from time to time as deemed necessary by both parties, with sufficient lead time to prepare the properties for the Day Camp Program.

2.4 **Appropriate Use-** The City will use those agreed-upon portions of the School Properties for their reasonably intended uses.

2.5 **Storage-** The School District will accommodate the storage of The City's equipment at the School Property in locations reasonably accessible to The City to be able to run the Day Camp Program.

2.6 **Restrooms-** Restroom facilities in the building on the School Property will be available for the use of the participants and staff of the Day Camp Program.

2.7 Participants- The City will manage the qualification and registration of program participants for the Day Camp Program.

III. Transportation

3.1 The City's Responsibilities- The City is responsible for transportation arrangements for the Day Camp Program.

IV. Responsibilities

4.1 The City's Responsibilities- The City shall:

- a. Plan and Implement all activities for the Day Camp Program.
- b. Determine fee structure for program.
- c. Will hire, train and employ all Day Camp Program Staff.
- d. Shall conduct background investigations of all City employees who work for Day Camp Program at the expense of The City.
- e. Will take all registrations for the program.
- f. Will be in communication with the School District on problems or issues The City might come across regarding the Day Camp Program.
- g. Will supply all supplies or equipment for the program to be able to run successfully. The City will maintain the equipment and supplies and will replace when needed.
- h. Except as otherwise set forth in this Agreement, be responsible for all expenses associated with the Program.
- i. Comply with applicable federal, state and local laws relating to its use of School District Facilities

4.2 The School District's Responsibilities- The School District Shall:

- a. Let The City know one week in advance if the space that the Day Camp Program uses on a daily basis needs to be used for a School District purpose so that the Day Camp Program can be moved to a temporary space Parks and Recreation, except in the event of an unforeseen emergency.
- b. Will be in charge of all transportation of participants to and from the Day Camp Program
- c. Be in communication with The City on any problems or issues The School District might encounter regarding the Day Camp Program.

V. Maintenance

5.1 Maintenance - The School District shall be responsible for the day to day maintenance of the building and structures on the School Property.

5.2 Health and Safety Protocols – The City shall be responsible for the daily cleaning and sanitizing of all facility spaces utilized by the Day Camp program and establishing any necessary health and safety protocols as outlined by the Illinois Department of Health.

5.2 Construction and Renovation-The City acknowledges that from time to time it may be necessary for the School District to undertake construction or renovation projects with respect to the School Properties. In such cases where the construction or renovation is anticipated or not in response to an emergency, the School District shall consult with The City to minimize the disruption or impact on The City's use of the School Property. Where construction or renovation is in response to an emergency, the School District will make reasonable attempts to accommodate relocation of The City's program.

VI. Insurance and Indemnification

6.1 Insurance- Each party shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the other party's properties as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and The City as hereinafter provided, including commercial general liability coverage for bodily injury, personal injury and property damage. Each party's obligations of this paragraph may be satisfied by that party's membership in a self-insurance pool, a self-insurance plan or by policies of insurance written by a responsible insurance company or companies licensed to do business in the State of Illinois.

6.2 Additional Insured- The policies of insurance obtained and maintained by each party shall name the other party as an additional insured for liability arising out of their negligence.

6.3 Insurance Certificates- All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by each party to the other party within thirty (30) days of execution of this Agreement. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification. Usage may be suspended until such time as all insurance requirements are met.

6.4 Indemnification by The City- The City shall indemnify and hold harmless the School District, members of the Board of Education, its officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from The City's use of the facilities or from The City's obligations under this agreement.

6.5 Indemnification by The School District- The School District shall indemnify and hold harmless The City, members of the City Council, its officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from the School District's use of the facilities or from storage of The City's equipment or from the School District's obligations under this Agreement.

6.6 Incident Report- In the event of an incident involving injury to persons or property occurring the Day Camp Program The City will write an incident report as soon thereafter practicable.

VII. Miscellaneous Provisions

7.1 Binding Effect-This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement

7.2 **Assignment**-Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

7.3 **Severability**-The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed served and this Agreement shall remain in full force and effect with the provision served or modified by court order.

7.4 **Governing Law**- This agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.

7.5 **Execution of Counterparts**-This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

7.6 **Amendment**- Except as specified herein, this agreement contains the entire agreement of the parties and shall supercede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of bother parties hereto duly adopted as required by law. This section shall not be interpreted to preclude or limit, however, the amended or modification of regulations, procedures or policies established by parties.

School Board President

Mayor of Palos Heights

Date

Date

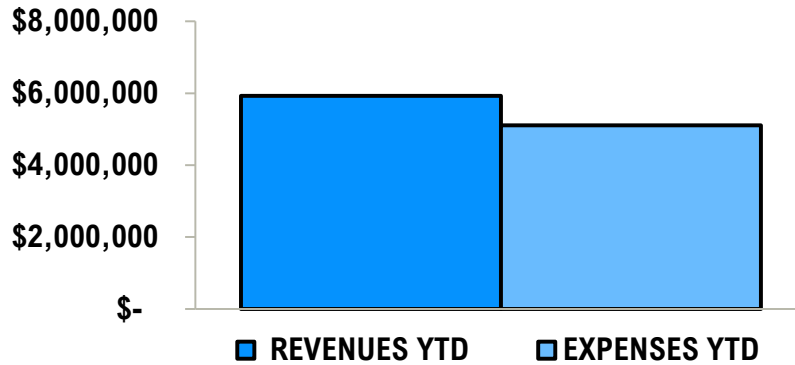
The Monthly Report

Palos Heights School District 128

December 2023



Executive Summary - December 2023 (Figures rounded to the nearest thousand)



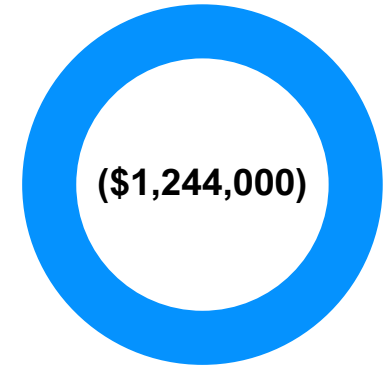
BEGINNING BALANCE
\$9,047,000

TOTAL REVENUES - YTD
\$6,705,000

TOTAL EXPENSES - YTD
\$7,949,000

ENDING BALANCE
\$7,842,000

**YTD SURPLUS/DEFICIT
ALL FUNDS**



Fiscal Year Activity

FUND	BEGINNING BALANCE	REVENUES YTD	EXPENSES YTD	TRANSFERS/ OTHER	ENDING BALANCES
Education	\$ 4,689,000	\$ 5,293,000	\$ 4,396,000	-	\$ 5,586,000
Operations and Maintenance	708,000	400,000	514,000	-	594,000
Bond and Interest	862,000	597,000	1,085,000	-	374,000
Transportation	377,000	235,000	199,000	-	413,000
IMRF/SS	189,000	174,000	167,000	-	196,000
Capital Projects	2,011,000	5,000	1,585,000	-	431,000
Working Cash	197,000	1,000	-	39,000	237,000
Tort Immunity	5,000	-	-	-	5,000
Health/Life Safety	9,000	-	3,000	-	6,000
Total All Funds	\$ 9,047,000	\$ 6,705,000	\$ 7,949,000	\$ 39,000	\$ 7,842,000
Total Operating Funds	\$ 5,971,000	\$ 5,929,000	\$ 5,109,000	\$ 39,000	\$ 6,830,000

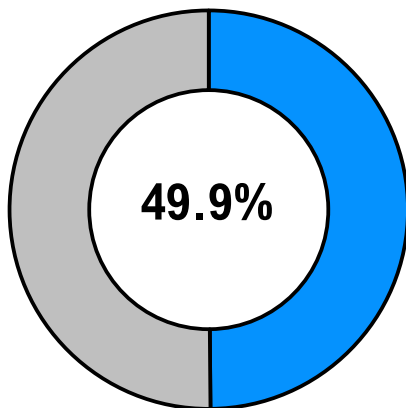
**YTD SURPLUS/DEFICIT
OPERATING FUNDS**



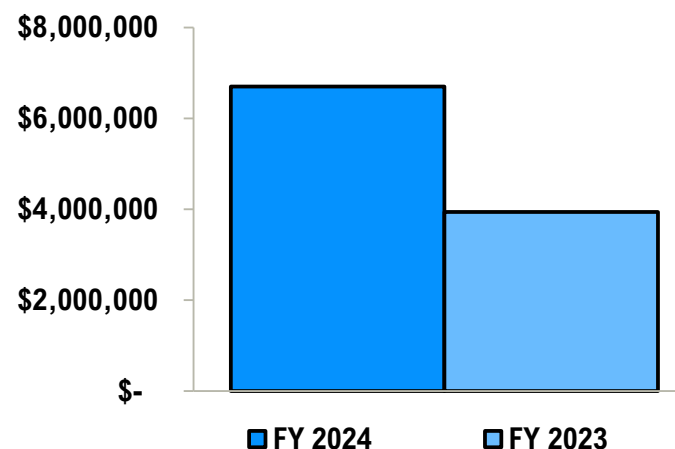
Per ISBE, the four operating funds of a school district are the Educational, Operations & Maintenance, Transportation and Working Cash Funds. These are the primary funds used by ISBE to assess a school district's financial strength.

Revenue Report (All Funds Summary) - December 2023

% OF BUDGETED REVENUES RECEIVED YTD



TOTAL MONTHLY REVENUES
\$3,026,000
TOTAL REVENUES - YTD
\$6,705,000
TOTAL BUDGETED REVENUES
\$13,447,000



December 2023 Revenues (Current Year)

SOURCE	MONTH	YTD	BUDGET	YTD % OF BUDGET
Real Estate Taxes	\$ 2,839,000	\$ 5,136,000	\$ 10,848,000	47.3%
Other Local Sources	50,000	278,000	845,000	32.9%
Evidenced Based Funding	56,000	281,000	617,000	45.5%
Other State Sources	67,000	616,000	264,000	233.3%
Federal Sources	14,000	394,000	873,000	45.1%
Total	\$ 3,026,000	\$ 6,705,000	\$ 13,447,000	49.9%

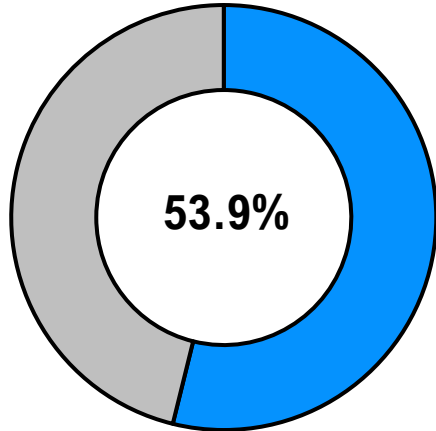
December 2022 Revenues (Prior Year)

SOURCE	MONTH	YTD
Real Estate Taxes	\$ 2,634,000	\$ 2,652,000
Other Local Sources	70,000	324,000
Evidenced Based Funding	56,000	280,000
Other State Sources	-	108,000
Federal Sources	224,000	579,000
Total	\$ 2,984,000	\$ 3,943,000

December 2023 YTD VS. December 2022 YTD
+\$2,762,000

Expenditure Report (All Funds Summary) - December 2023

% OF BUDGETED EXPENDITURES PAID YTD



TOTAL MONTHLY EXPENSES

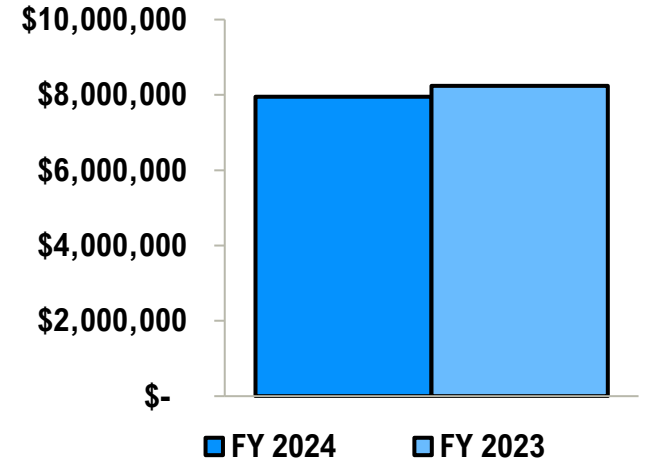
\$2,523,000

TOTAL EXPENSES - YTD

\$7,949,000

TOTAL BUDGETED EXPENSES

\$14,759,000



December 2023 Expenditures (Current Year)

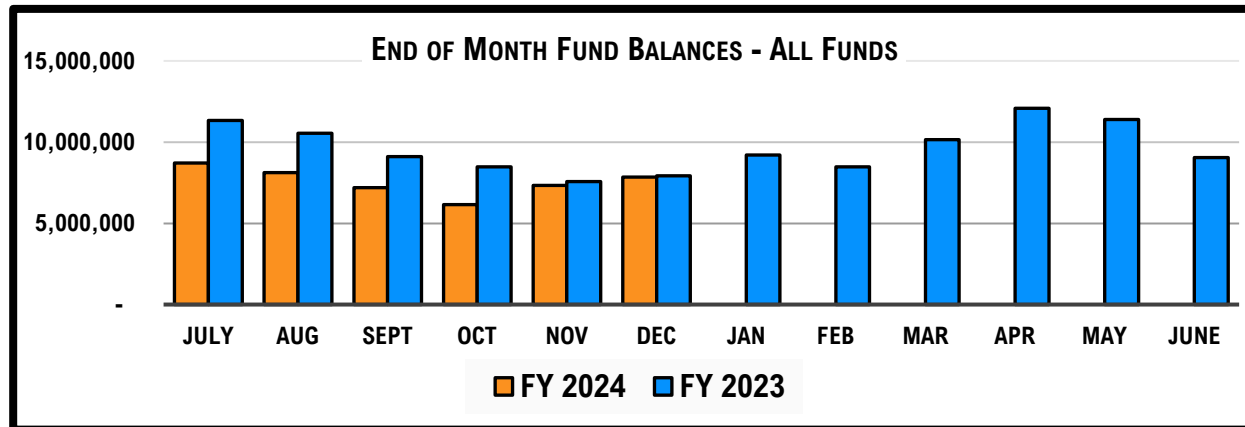
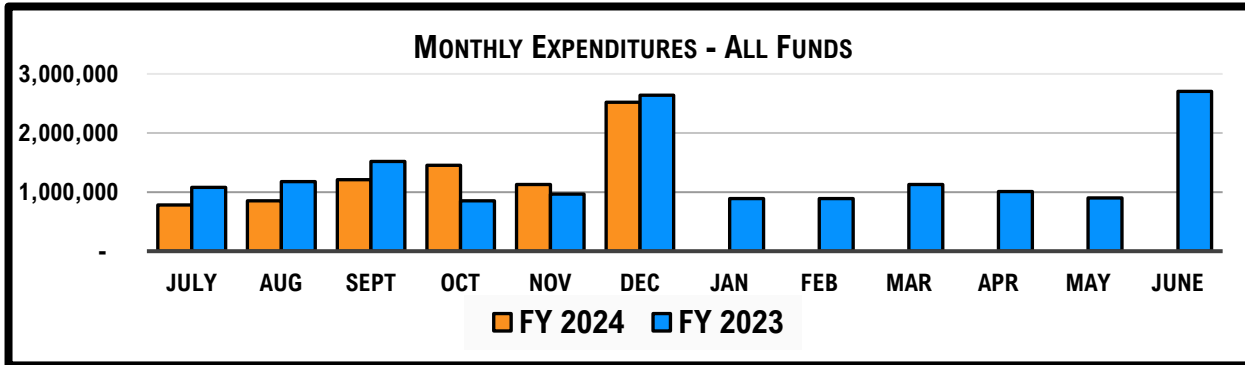
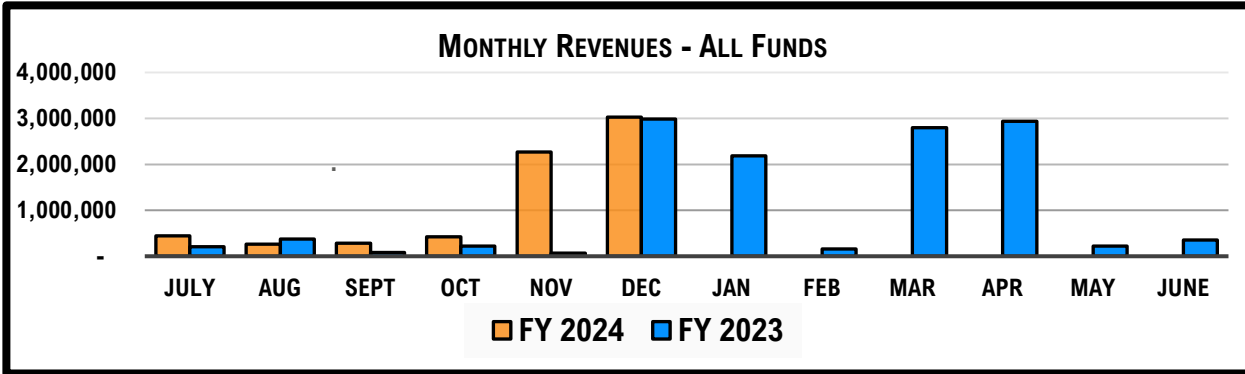
SOURCE	MONTH	YTD	BUDGET	YTD % OF BUDGET
Salaries	\$ 911,000	\$ 3,118,000	\$ 7,458,000	41.8%
Employee Benefits	217,000	796,000	1,923,000	41.4%
Purchased Services	91,000	688,000	1,551,000	44.4%
Supplies and Materials	32,000	223,000	661,000	33.7%
Capital Outlay	(47,000)	1,665,000	1,332,000	125.0%
Tuition and Other	223,000	362,000	599,000	60.4%
Non-Capitalized Equip	11,000	12,000	60,000	20.0%
Debt Payments	1,085,000	1,085,000	1,175,000	92.3%
Total	\$ 2,523,000	\$ 7,949,000	\$ 14,759,000	53.9%

December 2022 Expenditures (Prior Year)

SOURCE	MONTH	YTD
Salaries	\$ 819,000	\$ 3,165,000
Employee Benefits	207,000	841,000
Purchased Services	102,000	748,000
Supplies and Materials	39,000	241,000
Capital Outlay	306,000	1,877,000
Tuition and Other	95,000	247,000
Non-Capitalized Equip	6,000	57,000
Debt Payments	1,064,000	1,064,000
Total	\$ 2,638,000	\$ 8,240,000

December 2023 YTD VS. December 2022 YTD
-\$291,000

Cash Flow Report - December 2023



CURRENT FISCAL YEAR (2024)

	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE
JULY	9,047,000	443,000	782,000	8,708,000
AUG	8,708,000	261,000	851,000	8,118,000
SEPT	8,118,000	282,000	1,211,000	7,189,000
OCT	7,189,000	424,000	1,455,000	6,158,000
NOV	6,158,000	2,269,000	1,127,000	7,339,000
DEC	7,339,000	3,026,000	2,523,000	7,842,000
JAN				
FEB				
MAR				
APR				
MAY				
JUNE				

PRIOR FISCAL YEAR (2023)

	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE
JULY	12,216,000	206,000	1,082,000	11,340,000
AUG	11,340,000	376,000	1,176,000	10,540,000
SEPT	10,540,000	84,000	1,521,000	9,103,000
OCT	9,103,000	222,000	855,000	8,470,000
NOV	8,470,000	71,000	968,000	7,573,000
DEC	7,573,000	2,984,000	2,638,000	7,919,000
JAN	7,919,000	2,182,000	888,000	9,213,000
FEB	9,213,000	156,000	890,000	8,479,000
MAR	8,479,000	2,799,000	1,131,000	10,147,000
APR	10,147,000	2,939,000	1,009,000	12,077,000
MAY	12,077,000	221,000	900,000	11,398,000
JUNE	11,398,000	354,000	2,705,000	9,047,000

Statement of Revenues and Expenses

Palos Heights School District 128

December 2023



Statement of Revenue by Fund

Page 1 of 2

	Current Year Budget	Current Month	Current YTD	Budget Remaining	% of Budget Remaining	% of Budget Collected
Educational Fund						
Local Sources	8,784,000	2,158,000	4,090,000	4,694,000	53.4%	46.6%
State Sources	676,000	123,000	809,000	(133,000)	-19.7%	119.7%
Federal Sources	873,000	14,000	394,000	479,000	54.9%	45.1%
Total Education Fund	10,333,000	2,295,000	5,293,000	5,040,000	48.8%	51.2%
Operations and Maintenance Fund						
Local Sources	864,000	221,000	400,000	464,000	53.7%	46.3%
State Sources	75,000	-	-	75,000	100.0%	0.0%
Total O&M Fund	939,000	221,000	400,000	539,000	57.4%	42.6%
Debt Service Fund						
Local Sources	1,245,000	330,000	597,000	648,000	52.0%	48.0%
Total Debt Service Fund	1,245,000	330,000	597,000	648,000	52.0%	48.0%
Transportation Fund						
Local Sources	328,000	81,000	147,000	181,000	55.2%	44.8%
State Sources	130,000	-	88,000	42,000	32.3%	67.7%
Total Transportation Fund	458,000	81,000	235,000	223,000	48.7%	51.3%
IMRF/SS Fund						
Local Sources	379,000	96,000	174,000	205,000	54.1%	45.9%
Total IMRF/SS Fund	379,000	96,000	174,000	205,000	54.1%	45.9%
Capital Projects Fund						
Local Sources	50,000	2,000	5,000	45,000	90.0%	10.0%
Total Capital Projects Fund	50,000	2,000	5,000	45,000	90.0%	10.0%
Working Cash Fund						
Local Sources	41,000	1,000	1,000	40,000	97.6%	2.4%
Total Working Cash Fund	41,000	1,000	1,000	40,000	97.6%	2.4%
Fire Prevention & Safety Fund						
Local Sources	2,000	-	-	2,000	100.0%	0.0%
Total Fire Prev. & Safety Fund	2,000	-	-	2,000	100.0%	0.0%
GRAND TOTAL - ALL FUNDS	13,447,000	3,026,000	6,705,000	6,742,000	50.1%	49.9%

Statement of Expenditure by Fund

Educational Fund	Current Year Budget	Current Month	Current YTD	Budget Remaining	% of Budget Remaining	% of Budget Utilized
Salaries	7,090,000	868,000	2,931,000	4,159,000	58.7%	41.3%
Employee Benefits	1,439,000	161,000	583,000	856,000	59.5%	40.5%
Purchased Services	742,000	44,000	367,000	375,000	50.5%	49.5%
Supplies and Materials	435,000	20,000	132,000	303,000	69.7%	30.3%
Capital Outlay	36,000	2,000	12,000	24,000	66.7%	33.3%
Other Objects	599,000	223,000	362,000	237,000	39.6%	60.4%
Non-Capitalized Equipment	55,000	11,000	11,000	44,000	80.0%	20.0%
Total Education Fund	10,396,000	1,329,000	4,398,000	5,998,000	57.7%	42.3%

Operations and Maintenance Fund

Salaries	346,000	41,000	179,000	167,000	48.3%	51.7%
Employee Benefits	83,000	11,000	45,000	38,000	45.8%	54.2%
Purchased Services	122,000	15,000	103,000	19,000	15.6%	84.4%
Supplies and Materials	226,000	12,000	90,000	136,000	60.2%	39.8%
Capital Outlay	134,000	15,000	96,000	38,000	28.4%	71.6%
Non-Capitalized Equipment	5,000	-	1,000	4,000	80.0%	20.0%
Total O&M Fund	916,000	94,000	514,000	402,000	43.9%	56.1%

Debt Service Fund

Other Objects	1,175,000	1,085,000	1,085,000	90,000	7.7%	92.3%
Total Debt Service Fund	1,175,000	1,085,000	1,085,000	90,000	7.7%	92.3%

Transportation Fund

Salaries	24,000	3,000	10,000	14,000	58.3%	41.7%
Employee Benefits	1,000	-	1,000	-	0.0%	100.0%
Purchased Services	586,000	32,000	187,000	399,000	68.1%	31.9%
Total Transportation Fund	611,000	35,000	198,000	413,000	67.6%	32.4%

IMRF/SS Fund

Employee Benefits	399,000	45,000	167,000	232,000	58.1%	41.9%
Total IMRF/SS Fund	399,000	45,000	167,000	232,000	58.1%	41.9%

Capital Projects Fund

Purchased Services	100,000	-	30,000	70,000	70.0%	30.0%
Capital Outlay	1,162,000	(68,000)	1,554,000	(392,000)	-33.7%	133.7%
Total Capital Projects Fund	1,262,000	(68,000)	1,584,000	(322,000)	-25.5%	125.5%

Life Safety Fund

Capital Outlay	-	3,000	3,000	(3,000)	N/A	N/A
Total Life Safety Fund	-	3,000	3,000	(3,000)	N/A	N/A

GRAND TOTAL - ALL FUNDS	14,759,000	2,523,000	7,949,000	6,810,000	46.1%	53.9%
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Fwd: FOIA request information

1 message

Kim Anoman <kanoman@palos128.org>
To: Laura Kriha <lkriha@palos128.org>

Wed, Jan 17, 2024 at 12:40 PM

Here is a FOIA request for the board packet.

Kim Anoman
Business Manager
Palos Heights School District #128
708-597-9040

----- Forwarded message -----
From: **Kim Anoman** <kanoman@palos128.org>
Date: Wed, Jan 17, 2024 at 12:40 PM
Subject: FOIA request information
To: <freedom@irtaonline.org>

Per the FOIA request below, the only retiree for this school year is Cathy Leslie, Special Ed Director, her email is cleslie@palos128.org. Please contact me if you have any questions.

Dear District Official, or FOIA Officer:

This is a request under the Illinois Freedom of Information Act. Today's date is **January 17, 2024**.

RECORDS REQUESTED: Please provide the name and email address of any certified staff (teachers, administrators, nurses, counselors, etc.) who are retiring this year.

Please provide the requested records electronically. Please email to freedom@irtaonline.org.

If your district has NO RETIREES this year, simply reply to this email with the word NONE and **please include** your name, district name and number of your district and I will consider the request fulfilled.

This is a request by the Illinois Retired Teachers Association, a 501c4 not-for-profit Illinois organization.

Sincerely,

Nathan Mihelich
Illinois Retired Teachers Association
www.irtaonline.org
217-523-8488

Kim Anoman
Business Manager
Palos Heights School District #128
708-597-9040



Laura Kriha <lkriha@palos128.org>

Fwd: SmartProcure FOIA Request to Palos Heights School District #128 For PO/Vendor Information

1 message

Kim Anoman <kanoman@palos128.org>
To: Laura Kriha <lkriha@palos128.org>

Mon, Dec 18, 2023 at 12:01 PM

Here is the FOIA request for the board packet.

Kim Anoman
Business Manager
Palos Heights School District #128
708-597-9040

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

From: **Merryl Brownlow** <mbrownlow@palos128.org>
Date: Tue, Dec 12, 2023 at 8:04 AM
Subject: Fwd: SmartProcure FOIA Request to Palos Heights School District #128 For PO/Vendor Information
To: Kim Anoman <kanoman@palos128.org>

Merryl Brownlow, Ed.D.
Superintendent
Palos Heights School District 128
[12809 S McVickers Ave.](#)
[Palos Heights, IL 60643](#)
(708) 597-9040

Sent from Gmail Mobile...please excuse any typos.

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

From: **Sheri Reid** <sreid@smartprocure.com>
Date: Tue, Dec 12, 2023 at 8:01 AM
Subject: SmartProcure FOIA Request to Palos Heights School District #128 For PO/Vendor Information
To: [mbrownlow@palos128.org](#) <[mbrownlow@palos128.org](#)>

Dear Merryl Brownlow or Custodian of Public Records,

SmartProcure is submitting a commercial FOIA request to the Palos Heights School District #128 for any and all purchasing records from 9/20/2023 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

The specific information requested from your record keeping system is:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number
2. Purchase date
3. Line item details (Detailed description of the purchase)
4. Line item quantity
5. Line item price
6. Vendor ID number, name, address, contact person and their email address

If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.

As an added security and privacy measure, there will be a unique upload link for any new requests moving forward, including this one. We appreciate your assistance towards this request. You may also attach the information to this email.

<https://upload.smartprocure.com/?id=c2RqPWEyYIZQMDAwMDAwMTRWa1IBSSZzdD1JTCZvcmc9UGFsb3NIZWlnaHRzU2Nob29sRGlzdHJpY3QxMjg%3D>

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

If you have any questions, please feel free to respond to this email or I can be reached at the phone number below in my signature.

Regards,

Sheri Reid
Data Acquisition Specialist
SmartProcure
Direct: (561) 609-6759
Email: sreid@smartprocure.com



Laura Kriha <lkriha@palos128.org>

Fwd: FOIA request

1 message

Kim Anoman <kanoman@palos128.org>
To: Laura Kriha <lkriha@palos128.org>

Mon, Dec 18, 2023 at 12:01 PM

Here is my response to the FOIA request.

Kim Anoman
Business Manager
Palos Heights School District #128
708-597-9040

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

From: **Kim Anoman** <kanoman@palos128.org>
Date: Mon, Dec 18, 2023 at 12:00 PM
Subject: FOIA request
To: Sheri Reid <sreid@smartprocure.com>

Sheri,

Per your request below, the files have been updated to the link provided. If you need anything else please let me know.

Dear Merryl Brownlow or Custodian of Public Records,

SmartProcure is submitting a commercial FOIA request to the Palos Heights School District #128 for any and all purchasing records from 9/20/2023 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

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<https://upload.smartprocure.com/?id=c2RqPWEyYlZQMDAwMDAwMTRWa1IBSSZzdD1JTCZvcmc9UGFsb3NlZWlnaHRzU2Nob29sRGlzdHJpY3QxMjg%3D>

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

If you have any questions, please feel free to respond to this email or I can be reached at the phone number below in my signature.

Regards,

Sheri Reid
Data Acquisition Specialist
SmartProcure
Direct: (561) 609-6759
Email: sreid@smartprocure.com

Kim Anoman
Business Manager
Palos Heights School District #128
708-597-9040

PALOS SCHOOL DISTRICT 128
ENROLLMENT UPDATE
as of January 18, 2023

Grade Level	Enrollment as of 1/18/2024	Enrollment as of 12/8/2023
Preschool	85	84
Kindergarten	79	80
Indian Hill Total	164	164
1st Grade	69	69
2nd Grade	81	84
3rd Grade	92	92
Chippewa Total	242	245
4th Grade	77	78
5th Grade	90	89
Navajo Total	167	167
6th Grade	69	69
7th Grade	72	72
8th Grade	60	60
Independence Jr High Total	201	201
TOTAL ENROLMENT	774	777