

Big Hollow School District #38 Ingleside, IL 60041

REGULAR BOARD OF EDUCATION MEETING MINUTES

Monday, February 14, 2022

1. Call to Order and Roll Call:

The regular meeting of the Board of Education was called to order at 6:01 p.m. on Monday, February 14, 2022.

Roll Call:

The following member were in attendance: Bennett, Cernuska, Dollinger, Kueter, Pedersen, Plescia

The following members were absent: Lyons

The following administration was present: Gold

2. Motion to move to Closed Session:

A motion was made by Bennett and seconded by Dollinger to move to closed session at 6:02 pm
Motion carried.

Aye: Bennett, Dollinger, Cernuska, Kueter, Pedersen, Plescia

Nay: None

3. Resume to Open Session:

Open session began at 7:10 pm.

The following members were in attendance: Bennett, Cernuska, Dollinger, Pedersen, Plescia

The following members were absent: Lyons

The following administration were present: Gold, Biancalana, Hetrovicz, McCulley, Pittman

4. Pledge of Allegiance:

The Pledge of Allegiance was recited.

5. Added Items/Approval of the Agenda:

A motion was made by Bennett and seconded by Pedersen to approve the agenda as presented.
Motion carried.

Aye: Bennett, Pedersen, Cernuska, Dollinger, Kueter, Plescia

Nay: None

6. Accomplishment Recognition

For the month of January, the administration would like to honor the following individuals:

- Student of the Month: Emma Corbett, 7th Grade
- Employee of the Month: Andrea Woods, 4th Grade Teacher

7. Board Member “Code of Conduct” Review:

“I will avoid any conflict of interest or the appearance of impropriety which could result from my position, and will not use my board membership for personal gain or publicity.”

8. Approve Consent Agenda Items:

A motion was made by Plescia and seconded by Kueter to approve the consent agenda items as presented.

Motion carried.

Aye: Plescia, Kueter, Cernuska, Dollinger, Pedersen, Bennett

Nay: None

Kevin Lyons entered meeting at 7:18 pm

9. Public Comments:

Public comments were heard from audience as well as read from parent email.

10. Superintendent’s Report:

a. COVID-19 Mitigation Strategies

Mr. Gold shared with the board a presentation on Situational Masking as well as Resolutions for changing mask procedures

*3 options were presented to the board

1)continue on our current path, making no changes at this time

2)Resolution 1: BHSD38 will follow the current court rulings

3)Resolution 2: BHSD38 will follow the situational masking plan as presented from Superintendent

BHSD38 legal representative from HLERK. spoke to the board and answered many questions in regards to the two Resolutions.

After discussion of each option a motion was made by Bennett and seconded by Dollinger to accept Resolution 2.

Motion carried.

Aye: Bennett, Dollinger, Cernuska, Lyons, Pedersen

Nay: Kueter, Plescia

- b. Strategic Plan Update
Mr. Gold shared an update on the status of the recent Strategic Planning session that took place on February 4th and 5th. More information will be brought to the board at a later date.
- c. January 31st Enrollment
Big Hollow enrollment numbers on January 31, 2022 was exhibited. There is an increase from August 2021, however, we are still lower than previous years.
- d. Structure Changes for Building/Grounds/Transportation
Mr. Gold presented a menu outlining recommended changes to the structure of the building/ground/transportation department for the 2022-2023 school year. These changes include a shift from outsourcing our cleaning services to hiring our own staff.

A motion was made by Plescia and seconded by Pedersen to approve the plan for changes to contract and leadership structure for building/grounds/transportation.
Motion carried.

Aye: Plescia, Pedersen, Dollinger, Cernuska, Lyons, Bennett, Kueter
Nay: None

- e. Proposed School Calendar for 2022-2023
A motion was made by Cernuska and seconded by Dollinger to accept the proposed school calendar for 2022-2023 as presented.
Motion carried.

Aye: All
Nay: None

- f. Board Policy Issue 108
A motion was made by Plescia and seconded by Cernuska to approve Press Plus Issue 108 policy revisions on 1st reading.
Motion carried.

Aye: All
Nay: None

11. Other Action Items:

a. FCC Emergency Connectivity Funding

FCC's Emergency Connectivity Fund is a \$7.17 billion program that helps schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period. Big Hollow School District was awarded \$520,000 to cover new devices for students and staff for the 2022-2023 school year.

A motion was made by Bennett and seconded by Dollinger to accept the ECF Funding. Motion carried.

Aye: All

Nay: None

b. Certified and Support Staff Seniority Lists

A motion was made by Kueter and seconded by Plescia to accept the certified and support staff seniority lists as presented. Motion carried.

Aye: All

Nay: None

c. School Fees for 2022-2023

A motion was made by Bennett and seconded by Dollinger to accept the submitted draft version of the 2022-2023 school year fee schedule as presented. Motion carried.

Aye: Bennett, Dollinger, Cernuska, Kueter, Lyons, Pedersen, Plescia

Nay: None

d. Entryway Flooring Project

A bid summary was presented to the board for the entryway flooring project which will be completed in the summer of 2022. Half of the work will be covered under the School Maintenance Project Grant. New grate mat aluminum hinge mat will be installed at each entry in each building.

A motion was made by Cernuska and seconded by Pedersen to accept the bid recommendation for the entryway flooring project. Motion carried.

Aye: Cernuska, Pedersen, Dollinger, Kueter, Lyons, Bennett, Plescia

Nay: None

e. New Transportation Software

A memo was presented to the board recommending and purchase of Versa Trans software system which will provide a complete student transportation management solution. This software will provide the following benefits to our drivers, staff and parents:

- *Skyward communication which will keep drivers updated on student information
- *Parent Portal app will show how many stops away their child's bus is from their location and update on late running buses, etc.
- *More efficient routing system for ensuring safe door-side pick up/drop off
- *Tablets in each bus will provide GPS and seating charts and will track drivers speed, etc.

A motion was made by Cernuska and seconded by Plescia to approve the purchase of new transportation software for 2022-2023.

Motion carried.

Aye: Cernuska, Plescia, Kueter, Lyons, Bennett, Pedersen, Dollinger

Nay: None

f. January Employment Report

A motion was made by Kueter and seconded by Dollinger to approve the January 2022 employment report.

Motion carried.

Aye: Kueter, Dollinger, Lyons, Pedersen, Plescia, Cernuska, Bennett

Nay: None

12. Resignations Accepted:

- Accepted resignation from Katie Polglaze, Middle School Teacher, effective January 31, 2022.
- Accepted retirement request from Amy Howard, Middle School Social Studies Teacher, effective at the end of the 2025-2026 school year.

13. Informational Items:

a. Freedom of Information Act (FOIA) Requests

A FOIA request from January 19, 2022 was exhibited. No comments/questions.

b. Monthly Reports

The Monthly Administrator Report, Monthly Attendance Report, Administrator Meeting Agenda and CAC meeting Agenda from January 2022 were presented to the board.

c. The next regularly scheduled Board Meeting will take place on Monday, March 14, 2022.

14. Motion to move to Closed Session:
Not needed
15. Return to Open Session:
Not needed
16. Take any necessary action following closed session regarding minutes, employment of personnel, resignations, terminations or leaves of absence:
None
17. Adjournment:
A motion was made by Bennett and seconded by Kueter to adjourn the meeting at 8:50 p.m.
Motion carried.

Aye: All

Nay: None

Board of Education President
Big Hollow School District #38

Board of Education Secretary
Big Hollow School District #38

	EDUCATION FUND (10)	OPER. & MAINT. FUND (20)	DEBT SVC FUND (30)	TRANS. FUND (40)	SS/MED/IMRF FUND (50/51)	CAPITAL PROJ FUND (60)	WORKING CASH FUND (70)	TORT FUND (80)	TOTAL ALL FUNDS
ASSETS									
Cash & Investments									
Imprest Fund	2,000	0	0	0	0	0	0	0	2,000
Cash in Bank BMO	0	0	0	0	0	0	0	0	0
*Cash in Bank Win Trust Land of Lakes Bank	2,818,890	931,588	118,750	798,379	229,465	2,069,062	1,238,208	-73,255	8,131,087
PMA Investment	633,291	450,557	466,834	119,181	42,187	103,533	178,535	3,882	1,998,000
PMA Savings Deposit Account	0	0	0	0	0	0	0	0	0
TOTAL CASH & INVESTMENTS	3,454,181	1,382,145	585,584	917,560	271,651	2,172,596	1,416,743	-69,373	10,131,087
Due From Education Fund	0	0	0	0	0	0	0	0	0
TOTAL ASSETS	3,454,181	1,382,145	585,584	917,560	271,651	2,172,596	1,416,743	-69,373	10,131,087
LIABILITIES									
Tax Anticipation Warrants Payable	0	0	0	0	0	0	0	0	0
Accounts Payable	15,997	-26,663	0	-23,247	-320	0	0	0	-34,233
Due To Working Cash Fund	0	0	0	0	0	0	0	0	0
TOTAL LIABILITIES	15,997	-26,663	0	-23,247	-320	0	0	0	-34,233
*YTD Revenue	10,790,696	-1,254,117	3,033,629	930,728	353,150	1,556,205	50,714	85,837	15,546,841
Sale of Assets									0
YTD Expenditures	-12,250,082	-836,873	-5,100,628	-945,381	-368,660	-257,883	0	-198,891	-19,958,398
YTD Excess/ (Deficiency)	-1,459,386	-2,090,990	-2,066,999	-14,653	-15,510	1,298,322	50,714	-113,054	-4,411,557
Beginning Fund Balance 07/01/21	4,929,564	3,446,472	2,652,583	908,966	287,481	874,274	1,366,029	43,681	14,509,050
Ending Fund Balance	3,470,178	1,355,482	585,584	894,313	271,971	2,172,596	1,416,743	-69,373	10,097,493
TOTAL LIABILITIES & FUND BAL.	3,454,181	1,382,145	585,584	917,560	271,651	2,172,596	1,416,743	-69,373	10,131,087
*Please note: BOE Resolution Fund Transfers recorded in Funds 20, 30 & 60	(0.00)	0.00	-	(0.00)	(0.00)	-	-	-	-

Date

Board of Education Secretary

Date

Big Hollow District #38

Bank Balances

2/28/2022

[illegible]

Education Fund							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$9,004,770	\$109,538	\$4,676,094	\$4,328,676	52%	
State Sources		\$6,265,323	\$559,268	\$3,995,688	\$2,269,635	64%	
Federal Sources		\$2,076,890	\$450,507	\$2,108,167	(\$31,277)	102%	
Fees		\$24,000	\$2,715	\$10,748	\$13,252	45%	
Total Revenue		\$17,370,983	\$1,122,028	\$10,790,696	\$6,580,287	62%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$12,919,938	\$1,066,161	\$8,076,622	\$4,843,316	63%	
Benefits		\$1,593,085	\$121,314	\$976,857	\$616,228	61%	
Purchased Services		\$1,257,059	\$40,177	\$757,615	\$499,444	60%	
Supplies and Mat		\$1,814,238	\$108,642	\$1,559,105	\$255,133	86%	
Capital Outlay		\$0	\$0	\$0	\$0	0%	
Dues and Fees/Tuition		\$0	\$0	\$0	\$0	0%	
Non-Capital Equipment		\$0	\$0	\$0	\$0	0%	
Other Objects		\$1,155,025	\$94,262	\$658,860	\$0	57%	
Transfers		\$522,500	\$0	\$221,022	\$301,478	42%	
Total Expenses		\$19,261,845	\$1,430,556	\$12,250,082	\$7,011,763	64%	

Operations and Maintenance							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$1,383,000	\$15,896	\$695,883	\$687,117	50%	
State Sources		\$0	\$0	\$50,000	\$0	0%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Other Sources Sale of Land		\$0	\$0	\$0	\$0	0%	
		\$0	\$0	\$0	\$0	0%	
Grant Maintenance		\$0	\$0	\$0	\$0	0%	
Fund Transfers		\$0	\$0	(\$2,000,000)	\$2,000,000	0%	
Total Revenue		\$1,383,000	\$15,896	(\$1,254,117)	\$2,687,117	-91%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$375,000	\$30,194	\$225,645	\$149,355	50%	
Benefits		\$30,560	\$2,954	\$23,529	\$7,031	77%	
Purchased Services		\$714,700	\$27,752	\$370,140	\$344,560	52%	
Supplies and Materials		\$484,300	\$16,237	\$217,559	\$266,741	45%	
Capital Outlay		\$0	\$0	\$0	\$0	0%	
Dues, Fees, Tuition		\$0	\$0	\$0	\$0	0%	
Total Expenses		\$1,604,560	\$77,137	\$836,873	\$767,687	52%	

Debt Service Fund							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$5,147,305	\$53,946	\$2,533,629	\$2,613,676	49%	
State Sources		\$0	\$0	\$0	\$0	0%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Fund Transfers		\$0	\$0	\$500,000	(\$500,000)	0%	
Total Revenue		\$5,147,305	\$53,946	\$3,033,629	\$2,113,676	59%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Purchased Services		\$1,000	\$0	\$0	\$1,000	0%	
Principal and Interest		\$0	\$0	\$0	\$0	0%	
Other Objects		\$5,105,651	\$0	\$5,100,628	\$5,023	100%	
Total Expenses		\$5,106,651	\$0	\$5,100,628	\$6,023	100%	

Transportation Fund							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$685,650	\$10,504	\$361,782	\$323,868	53%	
State Sources		\$779,860	\$0	\$568,945	\$210,915	73%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Total Revenue		\$1,465,510	\$10,504	\$930,728	\$534,782	64%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$826,500	\$81,927	\$476,718	\$349,782	58%	
Benefits		\$30,825	\$3,096	\$20,466	\$10,359	66%	
Purchased Services		\$136,600	\$2,073	\$53,991	\$82,609	40%	
Supplies and Mat		\$111,400	\$116	\$56,759	\$54,641	51%	
Capital Outlay		\$0	\$0	\$0	\$0	0%	
Other Objects		\$351,200	\$30	\$337,448	\$13,752	96%	
Total Expenses		\$1,456,525	\$87,242	\$945,381	\$511,144	65%	

IMRF/SS Fund							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$538,978	\$5,302	\$353,150	\$185,828	66%	
State Sources		\$0	\$0	\$0	\$0	0%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Total Revenue		\$538,978	\$5,302	\$353,150	\$185,828	66%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$0	\$0	\$0	\$0	0%	
Benefits		\$618,500	\$49,008	\$368,660	\$249,840	60%	
Purchased Services		\$0	\$0	\$0	\$0	0%	
Supplies and Mat		\$0	\$0	\$0	\$0	0%	
Capital Outlay		\$0	\$0	\$0	\$0	0%	
Dues and Fees		\$0	\$0	\$0	\$0	0%	
Total Expenses		\$618,500	\$49,008	\$368,660	\$249,840	60%	

Capital Projects							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$100,500	\$27	\$56,205	\$44,295	56%	
State Sources		\$0	\$0	\$0	\$0	0%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Fund Transfers		\$0	\$0	\$1,500,000	(\$1,500,000)	0%	
Total Revenue		\$100,500	\$27	\$1,556,205	(\$1,455,705)	1548%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$0	\$0	\$0	\$0	0%	
Benefits		\$0	\$0	\$0	\$0	0%	
Purchased Services		\$10,000	\$0	\$9,940	\$60	99%	
Supplies and Mat		\$0	\$0	\$0	\$0	0%	
Capital Outlay		\$241,348	\$0	\$233,616	\$7,732	97%	
Transfers		\$16,000	\$0	\$14,327	\$1,673	90%	
Total Expenses		\$267,348	\$0	\$257,883	\$9,465	96%	

Working Cash Fund							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$100,000	\$1,091	\$50,714	\$49,286	51%	
State Sources		\$0	\$0	\$0	\$0	0%	
Federal Sources		\$0	\$0	\$0	\$0	0%	
Total Revenue		\$100,000	\$1,091	\$50,714	\$49,286	51%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$0	\$0	\$0	\$0	0%	
Benefits		\$0	\$0	\$0	\$0	0%	
Purchased Services		\$0	\$0	\$0	\$0	0%	
Supplies and Mat		\$0	\$0	\$0	\$0	0%	
Capital Outlay		\$0	\$0	\$0	\$0	0%	
Dues and Fees/Tuition		\$0	\$0	\$0	\$0	0%	
Total Expenses		\$0	\$0	\$0	\$0	0%	

TORT FUND						
Revenue		Budget	Month to Date	Year to Date	Budget Balance	% of Budget
Local Sources		\$186,000	\$1,828	\$85,837	\$100,163	46%
State Sources		\$0	\$0	\$0	\$0	0%
Federal Sources		\$0	\$0	\$0	\$0	0%
Total Revenue		\$186,000	\$1,828	\$85,837	\$100,163	46%
Expenses		Budget	Month to Date	Year to Date	Budget Balance	% of Budget
Salary		\$0	\$0	\$0	\$0	0%
Benefits		\$0	\$0	\$0	\$0	0%
Purchased Services		\$195,936	\$0	\$198,891	(\$2,955)	102%
Supplies and Mat		\$0	\$0	\$0	\$0	0%
Capital Outlay		\$0	\$0	\$0	\$0	0%
Dues and Fees/Tuition		\$0	\$0	\$0	\$0	0%
Total Expenses		\$195,936	\$0	\$198,891	(\$2,955)	102%

Total All Funds							
<u>Revenue</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Local Sources		\$17,146,203	\$198,132	\$8,813,294	\$8,332,909	51%	
State Sources		\$7,045,183	\$559,268	\$4,614,633	\$2,430,550	66%	
Federal Sources		\$2,076,890	\$450,507	\$2,108,167	(\$31,277)	102%	
Other Sources Sale of Land		\$0	\$0	\$0	\$0	0%	
Fees		\$24,000	\$2,715	\$10,748	\$13,252	45%	
Maintenance Grant		\$0	\$0	\$0	\$0	0%	
Fund Transfers		\$0	\$0	\$0	\$0	0%	
Total Revenue		\$26,292,276	\$1,210,621	\$15,546,841	\$10,745,435	59%	
<u>Expenses</u>		<u>Budget</u>	<u>Month to Date</u>	<u>Year to Date</u>	<u>Budget Balance</u>	<u>% of Budget</u>	
Salary		\$14,121,438	\$1,178,281	\$8,778,985	\$5,342,453	62%	
Benefits		\$2,272,970	\$176,372	\$1,389,512	\$883,458	61%	
Purchased Services		\$2,315,295	\$70,001	\$1,390,577	\$924,718	60%	
Supplies and Mat		\$2,409,938	\$124,995	\$1,833,422	\$576,516	76%	
Capital Outlay		\$241,348	\$0	\$233,616	\$7,732	97%	
Dues and Fees/Tuition		\$0	\$0	\$0	\$0	0%	
Transfers		\$538,500	\$0	\$235,349	\$303,151	44%	
Other Objects		\$6,611,876	\$94,292	\$6,096,937	\$514,939	92%	
Total Expenses		\$28,511,365	\$1,643,942	\$19,958,398	\$8,552,967	70%	

Big Hollow School District #38
Accounts Payable Approval Form for March 14, 2022

<u>Fund</u>	<u>Fund #</u>	<u>Accounts Payable</u>
Education	10	523,417.60
O & M	20	45,434.71
Debt Service	30	
Transportation	40	19,833.76
IMRF/SS	50	49,007.71
Capitol Projects	60	
Working Cash	70	
TORT	80	
Fire Prev/Safety	90	

Totals	\$637,693.78
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Board of Education Secretary	Date
Big Hollow School District #38	

Board of Education President	Date
Big Hollow School District #38	

CHECK	CHECK		ACCOUNT	ACCOUNT LEVEL	
DATE	NUMBER	AMOUNT	VENDOR	DESCRIPTION	TOTAL
02/02/2022	51151	55.00	Illinois Dept Of Rev	EDUCATION/District	EDUCATION ILLINOIS TAX
02/02/2022	51151	20,801.85	Illinois Dept Of Rev	EDUCATION/District	EDUCATION ILLINOIS TAX
02/02/2022	51151	686.38	Illinois Dept Of Rev	O & M/District	Building- IL State Withholding
02/02/2022	51151	1,648.82	Illinois Dept Of Rev	TRANSPORTATION/Distr ict	Transportation - IL State With 23,192.05
02/02/2022	51152	12,302.60	Lake County Federati	EDUCATION/District/B enefit Accrual	EDUCATION IMRF Deduction 12,302.60
02/02/2022	51153	3,347.64	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	190.76	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	15.08	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	2,492.15	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	393.39	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	8.23	Teacher's Health Ins	O & M/District/Employee Deductions	Building-Insurance Withholding
02/02/2022	51153	8.24	Teacher's Health Ins	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With
02/02/2022	51153	528.63	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	11.07	Teacher's Health Ins	O & M/District/Employee Deductions	Building-Insurance Withholding
02/02/2022	51153	11.07	Teacher's Health Ins	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With
02/02/2022	51153	142.00	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51153	11.22	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions 7,159.48
02/02/2022	51154	33,476.49	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions
02/02/2022	51154	1,907.55	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/02/2022	51154	150.78	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	2,157.38	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	1,093.75	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	5,286.12	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	110.67	Teachers Retirement	O & M/District/Employee Deductions	Building-Insurance Withholding	
02/02/2022	51154	110.67	Teachers Retirement	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/02/2022	51154	340.65	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	7.13	Teachers Retirement	O & M/District/Employee Deductions	Building-Insurance Withholding	
02/02/2022	51154	7.13	Teachers Retirement	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/02/2022	51154	522.46	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	122.93	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/02/2022	51154	9.72	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	45,303.43
02/02/2022	51155	4,679.66	United States Treasu	EDUCATION/District	EDUCATION FICA	
02/02/2022	51155	862.37	United States Treasu	O & M/District	Building - FICA Withholding	
02/02/2022	51155	2,351.78	United States Treasu	TRANSPORTATION/Distr ict		
02/02/2022	51155	1,233.00	United States Treasu	EDUCATION/District/F ederal Tax Withheld	EDUCATION FED W/H TAX	
02/02/2022	51155	70.00	United States Treasu	TRANSPORTATION/Distr ict/Federal Tax Withheld	Transportation-Federal Withhold	
02/02/2022	51155	50.00	United States Treasu	EDUCATION/District/F ederal Tax Withheld	EDUCATION FED W/H TAX	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/02/2022	51155	38,526.85	United States Treasu	EDUCATION/District/Federal Tax Withheld	EDUCATION FED W/H TAX	
02/02/2022	51155	1,209.03	United States Treasu	O & M/District/Federal Tax Withheld	Building - Federal Withholding	
02/02/2022	51155	1,900.37	United States Treasu	TRANSPORTATION/District/Federal Tax Withheld	Transportation-Federal Withhold	
02/02/2022	51155	7,393.36	United States Treasu	EDUCATION/District	EDUCATION Medicare Withiheld	
02/02/2022	51155	217.90	United States Treasu	O & M/District	Building- Medicare Withholding	
02/02/2022	51155	566.27	United States Treasu	TRANSPORTATION/District	Transportation-Medicare With	
02/02/2022	51155	7,893.81	United States Treasu	SOCIAL SECURITY/MEDICARE/District	SS/Medicare - FICA Withholding	
02/02/2022	51155	8,177.53	United States Treasu	SOCIAL SECURITY/MEDICARE/District	SS/Medicare-Medicare Withheld	75,131.93
02/02/2022	51156	802.11	Wisconsin Dept Of Re	EDUCATION/District	EDUCATION WISC ST TAX	
02/02/2022	51156	96.59	Wisconsin Dept Of Re	TRANSPORTATION/District	Transportation -WI State With	898.70
02/10/2022	51157	8.78	Ace Hardware Home Ce	O & M/PRIMARY/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	Pri--- Maintenance Supp/Mat	8.78
02/10/2022	51158	1,910.00	Alpine Valley Resort	EDUCATION/District/R	Dist--- Convenience Acct S/M	
02/10/2022	51158	2,195.00	Alpine Valley Resort	EDUCATION/District/R	Dist--- Convenience Acct S/M	
02/10/2022	51158	2,165.00	Alpine Valley Resort	EDUCATION/District/R	Dist--- Convenience Acct S/M	6,270.00
02/10/2022	51159	651.57	Amazon	EDUCATION/MIDDLE/EDUCATIONAL MEDIA SERVICES/SUPPLIES	MS--- Library Books	
02/10/2022	51159	14.94	Amazon	EDUCATION/MIDDLE/EDUCATIONAL MEDIA	MS--- Library Supp/Mat	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/10/2022	51159	41.88	Amazon	SERVICES/SUPPLIES EDUCATION/MIDDLE/MID DLE-JUNIOR	MS--- Graph Arts Supp/Mat	
02/10/2022	51159	413.64	Amazon	HIGH/SUPPLIES EDUCATION/MIDDLE/MID DLE-JUNIOR	MS--- Art Supp/Mat	
02/10/2022	51159	32.88	Amazon	HIGH/SUPPLIES EDUCATION/MIDDLE/MID DLE-JUNIOR	MS--- PBIS Supp/Mat	
02/10/2022	51159	108.34	Amazon	HIGH/SUPPLIES EDUCATION/District/S PECIAL	SPED--- Supp/Mat	
02/10/2022	51159	764.00	Amazon	EDUCATION/SUPPLIES EDUCATION/District/D ATA PROCESSING	Tech--- Supp/Mat	
02/10/2022	51159	54.99	Amazon	SERVICES/SUPPLIES O & M/ELEMENTARY/CARE AND UPKEEP OF BUILDING SE/REPAIR AND MAINTENANCE SERVICE	Elem--- O&M Repairs and Maint	
02/10/2022	51159	48.27	Amazon	EDUCATION/District/F ISCAL	Business-- Supp/Mat	
02/10/2022	51159	38.40	Amazon	SERVICES/SUPPLIES EDUCATION/District/D IRECTION OF CENTRAL SUPPORT S/SUPPLIES	Dir of Curr/Inst Sup/Mat	2,168.91
02/10/2022	51160	130.00	Antunez, Rosa	EDUCATION/District/R EGULAR	Dist--- Convenience Acct S/M	130.00
02/10/2022	51161	63.20	Ayala, Jessica	PROGRAMS/SUPPLIES EDUCATION/District/S ALES TO PUPILS - LUNCH	FoodSvc--- Lunch/Breakfst Rev	63.20
02/10/2022	51162	130.00	Bermudez, Abigail	EDUCATION/District/R EGULAR	Dist--- Convenience Acct S/M	130.00
02/10/2022	51163	79.00	Brillion, Lindsay	PROGRAMS/SUPPLIES EDUCATION/MIDDLE/IMP ROVEMENT OF	MS-- Impr of Inst. (staff)	79.00

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER		
02/10/2022	51164	130.00	Buechner, Mark	EDUCATION/District/R	Dist--- Convenience Acct S/M	130.00
				EGULAR PROGRAMS/SUPPLIES		
02/10/2022	51165	2,850.00	Carroll, Megan	EDUCATION/District/H	SPED-- OT/PT/Health Pur Svc	2,850.00
				EALTH SERVICES/PROFESSIONA		
02/10/2022	51166	250.00	Children's Dyslexia	EDUCATION/District/I	Impr. of Instr--- Staff	250.00
				MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER		
02/10/2022	51167	30.00	Coletto, Jessica	EDUCATION/District/I	Impr. of Instr--- Staff	30.00
				MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER		
02/10/2022	51168	3,171.25	Data Recognition Cor	EDUCATION/District/G	ESSERIII-- LAS links license	3,171.25
				RANTS/DUES & FEES		
02/10/2022	51169	29.80	Dick, Tamara	EDUCATION/District/S	FoodSvc--- Lunch/Breakfst Rev	29.80
				ALES TO PUPILS - LUNCH		
02/10/2022	51170	475.00	DiMaggio, Nicole	EDUCATION/District/E	Distr-- Tuition Reimb.	475.00
				LEMENTARY/TUITION REIMBURSEMENT		
02/10/2022	51171	700.00	Dyopath	EDUCATION/District/F	Distr-- Bus P/S (SinglePath)	700.00
				ISCAL SERVICES/PROFESSIONA		
02/10/2022	51172	1,425.00	Edpuzzle, Inc.	EDUCATION/District/D	Tech--- Ed Puzzle	1,425.00
				ATA PROCESSING SERVICES/SOFTWARE		
02/10/2022	51173	130.00	Favela, Erin	EDUCATION/District/R	Dist--- Convenience Acct S/M	130.00
				EGULAR PROGRAMS/SUPPLIES		
02/10/2022	51174	90.00	FSS Technologies, LL	O & M/PRIMARY/CARE	Pri--- O&M Repair & Maint	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				AND UPKEEP OF BUILDING SE/REPAIR AND MAINTENANCE SERVICE		
02/10/2022	51174	90.00	FSS Technologies, LL	O & M/ELEMENTARY/CARE AND UPKEEP OF BUILDING SE/REPAIR AND MAINTENANCE SERVICE	Elem--- O&M Repairs and Maint	
02/10/2022	51174	180.00	FSS Technologies, LL	O & M/MIDDLE/CARE AND UPKEEP OF BUILDING SE/REPAIR AND MAINTENANCE SERVICE	MS--- O&M Repairs and Maint	360.00
02/10/2022	51175	8.40	Gold, Robert	EDUCATION/District/O FFICE OF THE SUPERINTENDENT S/TRAVEL	Supt---Travel	
02/10/2022	51175	17.92	Gold, Robert	EDUCATION/District/O FFICE OF THE SUPERINTENDENT S/TRAVEL	Supt---Travel	
02/10/2022	51175	11.20	Gold, Robert	EDUCATION/District/O FFICE OF THE SUPERINTENDENT S/TRAVEL	Supt---Travel	
02/10/2022	51175	257.60	Gold, Robert	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Impr. of Instr--- Admin	
02/10/2022	51175	11.20	Gold, Robert	EDUCATION/District/O FFICE OF THE SUPERINTENDENT S/TRAVEL	Supt---Travel	306.32
02/10/2022	51176	2,150.00	IFSI	O & M/ELEMENTARY/CARE AND UPKEEP OF	Elem--- O&M Repairs and Maint	2,150.00

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				BUILDING SE/REPAIR AND MAINTENANCE SERVICE		
02/10/2022	51177	155.00	IL Assoc of Teachers	EDUCATION/ELEMENTARY /IMPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Elem-- Impr of Inst. (staff)	
02/10/2022	51177	155.00	IL Assoc of Teachers	EDUCATION/ELEMENTARY /IMPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Elem-- Impr of Inst. (staff)	
02/10/2022	51177	155.00	IL Assoc of Teachers	EDUCATION/ELEMENTARY /IMPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Elem-- Impr of Inst. (staff)	
02/10/2022	51177	155.00	IL Assoc of Teachers	EDUCATION/ELEMENTARY /IMPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Elem-- Impr of Inst. (staff)	
02/10/2022	51177	155.00	IL Assoc of Teachers	EDUCATION/ELEMENTARY /IMPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Elem-- Impr of Inst. (staff)	775.00
02/10/2022	51178	400.00	King, Victorene Lee	EDUCATION/District/B OARD OF EDUCATION SERVICES/SUPPLIES	Board--- Flowers/Brvmnt	400.00
02/10/2022	51179	130.00	Kintis, Michael	EDUCATION/District/R EGULAR PROGRAMS/SUPPLIES	Dist--- Convenience Acct S/M	130.00
02/10/2022	51180	3,730.00	KMGD, LLC	EDUCATION/District/B OARD OF EDUCATION SERVICES/COMMUNICATI ON	Board-- All District Mailing	3,730.00
02/10/2022	51181	833.75	Kully Supply	O &	Elem--- Maintenance Supp/Mat	833.75

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				M/ELEMENTARY/CARE AND UPKEEP OF BUILDING SE/SUPPLIES		
02/10/2022	51182	475.00	Lucas, Dawn	EDUCATION/District/E LEMENTARY/TUITION REIMBURSEMENT	Distr-- Tuition Reimb.	475.00
02/10/2022	51183	1,969.17	Martin-Upton, Eileen	EDUCATION/District/H EALTH SERVICES/PROFESSIONA L AND TECHNICAL SER	SPED-- OT/PT/Health Pur Svc	1,969.17
02/10/2022	51184	130.00	Martinez, Sindy	EDUCATION/District/R EGULAR PROGRAMS/SUPPLIES	Dist--- Convenience Acct S/M	130.00
02/10/2022	51185	70.99	Menards	O & M/District/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	Dist--- Custodial Supp/Mat	
02/10/2022	51185	46.47	Menards	O & M/MIDDLE/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	MS--- Maintenance Supp/Mat	
02/10/2022	51185	13.28	Menards	TRANSPORTATION/Distr ict/PUPIL TRANSPORTATION SERVICES/SUPPLIES	Trans--- Supp/Mat	130.74
02/10/2022	51186	768.00	Midland Paper	EDUCATION/PRIMARY/EL EMENTARY/Copy Paper	Pri-- Copy paper	
02/10/2022	51186	768.00	Midland Paper	EDUCATION/ELEMENTARY /ELEMENTARY/Copy Paper	Elem-- Copy Paper	1,536.00
02/10/2022	51187	120.00	Murillo, Maria	EDUCATION/District/R EGULAR PROGRAMS/SUPPLIES	Dist--- Convenience Acct S/M	120.00
02/10/2022	51188	1,400.00	Net56	O & M/District/CARE AND UPKEEP OF BUILDING SE/Net56	Internet Services (Net 56)	1,400.00
02/10/2022	51189	2,495.81	Nicor Gas	O & M/ELEMENTARY/CARE	Elem--- Natural Gas	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				AND UPKEEP OF BUILDING SE/NATURAL GAS		
02/10/2022	51189	3,491.48	Nicor Gas	O & M/PRIMARY/CARE	Pri--- Natural Gas	5,987.29
				AND UPKEEP OF BUILDING SE/NATURAL GAS		
02/10/2022	51190	340.00	PAHCS II/Northwester	TRANSPORTATION/Distr	Trans--- Random Drug Testing	340.00
				ict/PUPIL TRANSPORTATION SERVICES/OTHER PURCHASED SERVICES		
02/10/2022	51191	79.80	Philippsen, Michelle	EDUCATION/District/O	FoodSvc--- Travel	79.80
				THER FOOD SERVICES/TRAVEL		
02/10/2022	51192	550.00	Provo, Jeanette	EDUCATION/District/E	Distr-- Tuition Reimb.	550.00
				LEMENTARY/TUITION REIMBURSEMENT		
02/10/2022	51193	500.45	Quadient Finance USA	EDUCATION/District/B	Board-- Communication	500.45
				OARD OF EDUCATION SERVICES/COMMUNICATI		
				ON		
02/10/2022	51194	200.97	Quadient Leasing USA	EDUCATION/District/B	Board-- Communication	200.97
				OARD OF EDUCATION SERVICES/COMMUNICATI		
				ON		
02/10/2022	51195	118.00	Quinlan & Fabish Mus	EDUCATION/MIDDLE/MID	MS--- Band Supp/Mat	118.00
				DLE-JUNIOR HIGH/SUPPLIES		
02/10/2022	51196	1,190.50	Rabine Mechanical	O & M/ELEMENTARY/CARE	Elem--- O&M Repairs and Maint	1,190.50
				AND UPKEEP OF BUILDING SE/REPAIR AND MAINTENANCE SERVICE		
02/10/2022	51197	612.82	Ray Chrysler Dodge J	TRANSPORTATION/Distr	Trans--- Rep/Maintenance	612.82
				ict/PUPIL TRANSPORTATION SERVICES/REPAIR AND		

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/10/2022	51198	260.00	Renn, Jeannie	MAINTENANCE SERVICE EDUCATION/District/R EGULAR	Dist--- Convenience Acct S/M	260.00
02/10/2022	51199	290.24	Romero, Lisa	PROGRAMS/SUPPLIES EDUCATION/MIDDLE/ELE MENTARY/TRAVEL		290.24
02/10/2022	51200	130.00	Saavedra, Mercy	EDUCATION/District/R EGULAR	Dist--- Convenience Acct S/M	130.00
02/10/2022	51201	16.05	Scholastic Inc	PROGRAMS/SUPPLIES EDUCATION/PRIMARY/EL EMENTARY/SUPPLIES	Pri-- Supp/Mat	16.05
02/10/2022	51203	676.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/SOFTWARE	Elem---Software (Schoolwide)	
02/10/2022	51203	30.93	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	314.91	Schoolwide Inc	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/SUPPLIES	Impr. of Instr--- Supplies/Mat	
02/10/2022	51203	629.28	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	626.07	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	513.00	Schoolwide Inc	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Impr of Inst--- Schoolwide	
02/10/2022	51203	231.85	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	1,465.57	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	1,690.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/SOFTWARE	Elem---Software (Schoolwide)	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/10/2022	51203	756.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	358.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	169.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/TEXTBOOK S	Elem-- Textbks (Schoolwide)	
02/10/2022	51203	1,183.00	Schoolwide Inc	EDUCATION/PRIMARY/EL EMENTARY/SOFTWARE	Pri--- Software (Schoolwide)	
02/10/2022	51203	2,197.00	Schoolwide Inc	EDUCATION/ELEMENTARY /ELEMENTARY/SOFTWARE	Elem---Software (Schoolwide)	
02/10/2022	51203	210.00	Schoolwide Inc	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Impr. of Instr--- Staff	
02/10/2022	51203	60.00	Schoolwide Inc	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER	Impr. of Instr--- Staff	11,110.61
02/10/2022	51204	28,320.24	SEDOL	EDUCATION/SEDOL/Spec ED/TuitionOtherDistri cts/Private Tuition	SPED--- SEDOL Tuition	
02/10/2022	51204	42.50	SEDOL	EDUCATION/SEDOL/Spec ED/PAYMENTS FOR SPECIAL EDUCATION/PROFESSION AL AND TECHNICAL SER	SPED--- SEDOL Itenerant	28,362.74
02/10/2022	51205	37.70	Senor Wooly, LLC	EDUCATION/MIDDLE/MID DLE-JUNIOR HIGH/Workbooks	MS--- Spanish Workbooks	37.70
02/10/2022	51206	30.00	Sherif, Massa	EDUCATION/District/R EGULAR PROGRAMS/SUPPLIES	Dist--- Convenience Acct S/M	30.00
02/10/2022	51207	4,957.29	Spectrum Center Inc	EDUCATION/Connection	SPED--- Private School Tuition	4,957.29

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		
02/10/2022	51208	130.00	Tapia, Ester	EDUCATION/District/R EGULAR PROGRAMS/SUPPLIES	Dist--- Convenience Acct S/M	130.00
02/10/2022	51209	415.00	Techstar America Cor	EDUCATION/ELEMENTARY /ELEMENTARY/Copy Supplies	Elem-- Copy Supplies	
02/10/2022	51209	101.94	Techstar America Cor	EDUCATION/ELEMENTARY /ELEMENTARY/Copy Supplies	Elem-- Copy Supplies	516.94
02/10/2022	51210	38.25	Ultimate Screen Prin	EDUCATION/MIDDLE/MID DLE-JUNIOR HIGH/SUPPLIES	MS-- Supp/Mat	38.25
02/10/2022	51211	13.44	Wiley, Stephaney	EDUCATION/District/F OOD SERVICES/PROFESSIONA L AND TECHNICAL SER	FoodSvc-- Purch Svc	13.44
02/10/2022	51212	1,762.50	Wilson, Judith	EDUCATION/District/S PECIAL EDUCATION/SUPPLIES	SPED--- Supp/Mat	1,762.50
02/10/2022	51213	3,892.33	WM Corporate Service	O & M/District/CARE AND UPKEEP OF BUILDING SE/SANITATION SERVICES	Sanitation Services	
02/10/2022	51213	55.25	WM Corporate Service	TRANSPORTATION/Distr ict/PUPIL TRANSPORTATION SERVICES/SANITATION SERVICES	Trans--- Garbage pickup	3,947.58
02/15/2022	51214	3,339.55	Ill Municipal Retire	EDUCATION/District/B enefit Accrual	EDUCATION IMRF Deduction	
02/15/2022	51214	638.91	Ill Municipal Retire	O & M/District/Benefit Accrual	Building - IMRF Withholding	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/15/2022	51214	1,696.97	Ill Municipal Retire	TRANSPORTATION/Distr ict/Benefit Accrual		
02/15/2022	51214	8,046.47	Ill Municipal Retire	IMRF/District/Benefi t Accrual	IMRF - IMRF Withholding	
02/15/2022	51214	3,425.36	Ill Municipal Retire	EDUCATION/District/B enefit Accrual	EDUCATION IMRF Deduction	
02/15/2022	51214	619.11	Ill Municipal Retire	O & M/District/Benefit Accrual	Building - IMRF Withholding	
02/15/2022	51214	1,831.80	Ill Municipal Retire	TRANSPORTATION/Distr ict/Benefit Accrual		
02/15/2022	51214	8,331.19	Ill Municipal Retire	IMRF/District/Benefi t Accrual	IMRF - IMRF Withholding	27,929.36
02/15/2022	51215	55.00	Illinois Dept Of Rev	EDUCATION/District	EDUCATION ILLINOIS TAX	
02/15/2022	51215	21,325.90	Illinois Dept Of Rev	EDUCATION/District	EDUCATION ILLINOIS TAX	
02/15/2022	51215	665.90	Illinois Dept Of Rev	O & M/District	Building- IL State Withholding	
02/15/2022	51215	1,776.72	Illinois Dept Of Rev	TRANSPORTATION/Distr ict	Transportation - IL State With	23,823.52
02/15/2022	51216	12,302.60	Lake County Federati	EDUCATION/District/B enefit Accrual	EDUCATION IMRF Deduction	12,302.60
02/15/2022	51217	3,357.81	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	234.51	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	53.69	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	2,499.73	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	393.39	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	8.23	Teacher's Health Ins	O & M/District/Employee Deductions	Building-Insurance Withholding	
02/15/2022	51217	8.24	Teacher's Health Ins	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/15/2022	51217	528.63	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	11.07	Teacher's Health Ins	O &	Building-Insurance Withholding	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				M/District/Employee Deductions		
02/15/2022	51217	11.07	Teacher's Health Ins	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/15/2022	51217	174.56	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51217	39.99	Teacher's Health Ins	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	7,320.92
02/15/2022	51218	33,578.27	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	2,344.95	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	536.87	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	2,163.94	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	1,145.87	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	5,286.12	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	110.67	Teachers Retirement	O & M/District/Employee Deductions	Building-Insurance Withholding	
02/15/2022	51218	110.67	Teachers Retirement	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/15/2022	51218	340.65	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	7.13	Teachers Retirement	O & M/District/Employee Deductions	Building-Insurance Withholding	
02/15/2022	51218	7.13	Teachers Retirement	TRANSPORTATION/Distr ict/Employee Deductions	Transportation-Insurance With	
02/15/2022	51218	522.46	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	
02/15/2022	51218	151.17	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/15/2022	51218	34.60	Teachers Retirement	EDUCATION/District/E mployee Deductions	EDUCATION Employee Deductions	46,340.50
02/15/2022	51219	8,388.54	United States Treasu	SOCIAL SECURITY/MEDICARE/Di strict	SS/Medicare-Medicare Withheld	
02/15/2022	51219	4,787.41	United States Treasu	EDUCATION/District	EDUCATION FICA	
02/15/2022	51219	835.56	United States Treasu	O & M/District	Building - FICA Withholding	
02/15/2022	51219	2,547.20	United States Treasu	TRANSPORTATION/Distr ict		
02/15/2022	51219	1,233.00	United States Treasu	EDUCATION/District/F ederal Tax Withheld	EDUCATION FED W/H TAX	
02/15/2022	51219	70.00	United States Treasu	TRANSPORTATION/Distr ict/Federal Tax Withheld	Transportation-Federal Withhold	
02/15/2022	51219	55.00	United States Treasu	EDUCATION/District/F ederal Tax Withheld	EDUCATION FED W/H TAX	
02/15/2022	51219	39,777.71	United States Treasu	EDUCATION/District/F ederal Tax Withheld	EDUCATION FED W/H TAX	
02/15/2022	51219	1,201.26	United States Treasu	O & M/District/Federal Tax Withheld	Building - Federal Withholding	
02/15/2022	51219	2,191.06	United States Treasu	TRANSPORTATION/Distr ict/Federal Tax Withheld	Transportation-Federal Withhold	
02/15/2022	51219	7,564.95	United States Treasu	EDUCATION/District	EDUCATION Medicare Withiheld	
02/15/2022	51219	211.63	United States Treasu	O & M/District	Building- Medicare Withholding	
02/15/2022	51219	611.96	United States Treasu	TRANSPORTATION/Distr ict	Transportation-Medicare With	
02/15/2022	51219	8,170.17	United States Treasu	SOCIAL SECURITY/MEDICARE/Di strict	SS/Medicare - FICA Withholding	77,645.45
02/15/2022	51220	802.11	Wisconsin Dept Of Re	EDUCATION/District	EDUCATION WISC ST TAX	
02/15/2022	51220	109.56	Wisconsin Dept Of Re	TRANSPORTATION/Distr ict	Transportation -WI State With	911.67
02/17/2022	51221	57.50	Accurate Biometrics	EDUCATION/District/B OARD OF EDUCATION SERVICES/PROFESSIONA L AND TECHNICAL SER	Board--- Purch Svc	57.50
02/17/2022	51222	138.00	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	93.84	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	84.40	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	68.04	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	37.80	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	68.04	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51222	52.92	Alpha Baking Co, Inc	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	543.04
				OOD		
				SERVICES/SUPPLIES		
02/17/2022	51223	1,955.00	Alpine Valley Resort	EDUCATION/District/R	Dist--- Convenience Acct S/M	1,955.00
				EGULAR		
				PROGRAMS/SUPPLIES		
02/17/2022	51224	16.40	Amazon	EDUCATION/ELEMENTARY	Elem-- Principal Supp/Mat	
				/Principals/SUPPLIES		
02/17/2022	51224	9.95	Amazon	TRANSPORTATION/Distr	Special Ed Transportation	
				ict/PUPIL		
				TRANSPORTATION		
				SERVICES/PUPIL		
				TRANSPORTATION		
02/17/2022	51224	17.99	Amazon	EDUCATION/MIDDLE/MID	MS-- Supp/Mat	44.34
				DLE-JUNIOR		
				HIGH/SUPPLIES		
02/17/2022	51225	30.00	Arndt, Christine	TRANSPORTATION/Distr	Trans--- CDL Permits	30.00
				ict/PUPIL		
				TRANSPORTATION		
				SERVICES/OTHER		
				PURCHASED SERVICES		
02/17/2022	51226	594.00	Benny's Service Cent	TRANSPORTATION/Distr	Trans--- Bus Inspection	594.00

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				ict/PUPIL TRANSPORTATION SERVICES/OTHER PURCHASED SERVICES		
02/17/2022	51227	225.00	Biancalana, Venette	EDUCATION/ELEMENTARY	Elem-- Principal Supp/Mat	225.00
				/Principals/SUPPLIES		
02/17/2022	51228	1,860.00	CFRB LLC	EDUCATION/District/F	FoodSvc--- Food Purch. (Prgrm)	1,860.00
				OOD SERVICES/SUPPLIES		
02/17/2022	51229	4,327.95	Connection's Day Sch	EDUCATION/Connection	SPED--- Private School Tuition	
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		
02/17/2022	51229	4,327.95	Connection's Day Sch	EDUCATION/Connection	SPED--- Private School Tuition	
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		
02/17/2022	51229	4,327.95	Connection's Day Sch	EDUCATION/Connection	SPED--- Private School Tuition	12,983.85
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		
02/17/2022	51230	5,220.30	Connection's Academy	EDUCATION/Connection	SPED--- Private School Tuition	
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		
02/17/2022	51230	1,374.50	Connection's Academy	EDUCATION/Connection	SPED--- Private School Tuition	6,594.80
				Day SC-Palatine/Spec Ed Private Tuition/Private Tuition		

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/17/2022	51231	81.00	Cozzini Bros., Inc.,	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	81.00
02/17/2022	51232	42.55	Daily Herald/Paddock	EDUCATION/District/B OARD OF EDUCATION SERVICES/COMMUNICATI ON	Board-- Communication	42.55
02/17/2022	51233	50.00	Dundee Township	EDUCATION/District/B OARD OF EDUCATION SERVICES/SUPPLIES	Board--- Flowers/Brvmnt	50.00
02/17/2022	51234	69.30	EAI Education	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/SUPPLIES	Impr. of Instr--- Supplies/Mat	69.30
02/17/2022	51235	14,371.00	Emeric Facility Serv	O & M/District/CARE AND UPKEEP OF BUILDING SE/CLEANING SERVICES	Cleaning Service	14,371.00
02/17/2022	51236	73.50	Engler Callaway Baas	EDUCATION/District/B OARD OF EDUCATION SERVICES/LEGAL SERVICES	Board-- Legal Services	73.50
02/17/2022	51237	2,548.65	Exceptional Learners	EDUCATION/District/H EALTH SERVICES/PROFESSIONA L AND TECHNICAL SER	SPED-- OT/PT/Health Pur Svc	2,548.65
02/17/2022	51238	2,158.70	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	369.35	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	3,094.77	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	432.44	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/17/2022	51238	4,314.72	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	158.35	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	-6.63	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	3,398.41	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	111.26	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	1,717.36	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	688.24	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	2,530.65	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	173.04	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	2,762.32	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	389.57	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	1,333.13	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	316.37	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/17/2022	51238	2,490.76	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	423.09	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	-41.90	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	2,162.79	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	442.35	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	3,304.48	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	185.68	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	2,286.16	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	266.78	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	2,732.25	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	158.41	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	1,481.89	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	181.47	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/17/2022	51238	-24.86	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	3,188.66	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	423.33	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	
02/17/2022	51238	2,192.33	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- Food Purch. (Prgrm)	
02/17/2022	51238	178.27	Gordon Food Service	EDUCATION/District/F OOD SERVICES/SUPPLIES	FoodSvc--- S/M (Program)	45,973.99
02/17/2022	51239	255.98	Hand2mind Inc	EDUCATION/District/I MPROVEMENT OF INSTRUCTION SER/SUPPLIES	Impr. of Instr--- Supplies/Mat	255.98
02/17/2022	51240	54.98	Home Depot Credit Se	TRANSPORTATION/Distr ict/PUPIL TRANSPORTATION SERVICES/SUPPLIES	Trans--- Supp/Mat	54.98
02/17/2022	51241	844.80	Integrated Systems C	EDUCATION/District/O PERATIONS SERVICES/PROFESSIONA L AND TECHNICAL SER	Tech--- Purch Svc	844.80
02/17/2022	51242	750.00	John A Raber & Assoc	O & M/District/CARE AND UPKEEP OF BUILDING SE/Water Testing Service	Dist--- Water Testing Service	750.00
02/17/2022	51243	550.00	Lakeland Septic Serv	O & M/District/CARE AND UPKEEP OF BUILDING SE/SANITATION SERVICES	Sanitation Services	550.00
02/17/2022	51244	309.33	Lakeshore Learning C	O & M/District/OPERATION AND MAINTENANCE OF	Dist -- Insurance repair/claim	309.33

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				P/PROFESSIONAL AND TECHNICAL SER		
02/17/2022	51245	100.00	Lucas, Dawn	EDUCATION/ELEMENTARY /Principals/SUPPLIES	Elem-- Principal Supp/Mat	100.00
02/17/2022	51246	664.95	M & R Electronic Sys	EDUCATION/District/D ATA PROCESSING SERVICES/SUPPLIES	Tech--- Supp/Mat	664.95
02/17/2022	51247	100.00	Marienthal, Margaret	EDUCATION/ELEMENTARY /ELEMENTARY/SUPPLIES	Elem-- Supp/Mat	100.00
02/17/2022	51248	243.39	McGraw Hill LLC	EDUCATION/District/P araprofessional/Copy Supplies	IDEA-- Supp/Mat	243.39
02/17/2022	51249	6,400.00	Media Leaders, LLC	EDUCATION/MIDDLE/MID DLE-JUNIOR HIGH/SUPPLIES	MS-- Classrm special requests	
02/17/2022	51249	8,600.00	Media Leaders, LLC	EDUCATION/District/G RANTS/SOFTWARE	ESSERI (2022)- SmartSocial	15,000.00
02/17/2022	51250	108.53	Menards	O & M/MIDDLE/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	MS--- Maintenance Supp/Mat	
02/17/2022	51250	34.99	Menards	EDUCATION/District/D ATA PROCESSING SERVICES/SUPPLIES	Tech--- Supp/Mat	
02/17/2022	51250	4.69	Menards	O & M/PRIMARY/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	Pri--- Maintenance Supp/Mat	
02/17/2022	51250	15.43	Menards	O & M/MIDDLE/CARE AND UPKEEP OF BUILDING SE/SUPPLIES	MS--- Maintenance Supp/Mat	163.64
02/17/2022	51251	190.58	Midwest Transit Equi	TRANSPORTATION/Distr ict/PUPIL TRANSPORTATION SERVICES/REPAIR AND MAINTENANCE SERVICE	Trans--- Rep/Maintenance	
02/17/2022	51251	189.58	Midwest Transit Equi	TRANSPORTATION/Distr ict/PUPIL	Trans--- Rep/Maintenance	380.16

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				TRANSPORTATION SERVICES/REPAIR AND MAINTENANCE SERVICE		
02/17/2022	51252	2,023.38	Mike's Towing Inc	O & M/District/VEHICLE SERVICING AND MAINTENA/REPAIR AND MAINTENANCE SERVICE	Vehicle Repairs and Maint	2,023.38
02/17/2022	51253	52.39	Mobus, Jennifer Nico	EDUCATION/MIDDLE/MID DLE-JUNIOR HIGH/SUPPLIES	MS-- Supp/Mat	52.39
02/17/2022	51254	3,185.00	NCC - Peterson Produ	O & M/District/CARE AND UPKEEP OF GROUNDS SER/SUPPLIES	Dist- Snow removal suppl/mat	3,185.00
02/17/2022	51255	200.00	Ovassapian, Madeline	EDUCATION/District/E LEMENTARY/TUITION REIMBURSEMENT	Distr-- Tuition Reimb.	200.00
02/17/2022	51256	300.00	Pace Analytical Serv	O & M/District/CARE AND UPKEEP OF BUILDING SE/Water Testing Service	Dist--- Water Testing Service	300.00
02/17/2022	51257	475.00	Polark, Kelly	EDUCATION/District/E LEMENTARY/TUITION REIMBURSEMENT	Distr-- Tuition Reimb.	475.00
02/17/2022	51258	507.10	Positive Promotions	EDUCATION/ELEMENTARY /Principals/SUPPLIES	Elem-- Principal Supp/Mat	507.10
02/17/2022	51259	91.03	Quill Corp	EDUCATION/ELEMENTARY /ELEMENTARY/Copy Paper	Elem-- Copy Paper	
02/17/2022	51259	128.69	Quill Corp	EDUCATION/MIDDLE/IMP ROVEMENT OF INSTRUCTION SER/SUPPLIES	MS-- Impr of Inst. Supp/Mat	219.72
02/17/2022	51260	100.00	Raney Day Services	EDUCATION/District/D ATA PROCESSING SERVICES/OTHER PURCHASED SERVICES	Tech--- Suppt Svc (Raney)	100.00
02/17/2022	51261	225.00	Regional Office of E	EDUCATION/District/I	EL-- Imp of Instruction	225.00

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
				MPROVEMENT OF INSTRUCTION SER/PROFESSIONAL AND TECHNICAL SER		
02/17/2022	51262	2,106.00	Savvas Learning Comp	EDUCATION/District/G	ESSER 3-- Words Their Way	2,106.00
				RANTS/SUPPLIES		
02/17/2022	51263	499.74	School Specialty	EDUCATION/District/R	Dist--- Convenience Acct S/M	499.74
				EGULAR		
				PROGRAMS/SUPPLIES		
02/17/2022	51264	28,320.24	SEDOL	EDUCATION/SEDOL/Spec	SPED--- SEDOL Tuition	28,320.24
				ED/TuitionOtherDistri		
				cts/Private Tuition		
02/17/2022	51265	400.00	Sheriff's Office	O &	Dist--- O&M Pur Svc	400.00
				M/District/OPERATION		
				AND MAINTENANCE OF		
				P/PROFESSIONAL AND		
				TECHNICAL SER		
02/17/2022	51266	7,626.60	Spectrum Center Inc	EDUCATION/Connection	SPED--- Private School Tuition	7,626.60
				Day		
				SC-Palatine/Spec Ed		
				Private		
				Tuition/Private		
				Tuition		
02/17/2022	51267	11,850.00	Speech Path Speciali	EDUCATION/District/P	SPED--- Psych Pur Svc	11,850.00
				SYCHOLOGICAL		
				SERVICES/PROFESSIONA		
				L AND TECHNICAL SER		
02/17/2022	51268	7,703.00	Teaching Strategies,	EDUCATION/District/S	SPED--- PreK Supp/Mat	7,703.00
				PECIAL ED PROGRAMS		
				PRE-K/SUPPLIES		
02/17/2022	51269	540.00	Techstar America Cor	EDUCATION/PRIMARY/EL	Pri- Copy Supp/Mat	
				EMENTARY/Copy		
				Supplies		
02/17/2022	51269	415.00	Techstar America Cor	EDUCATION/PRIMARY/EL	Pri- Copy Supp/Mat	955.00
				EMENTARY/Copy		
				Supplies		
02/17/2022	51270	316.00	Thomson Reuters-West	EDUCATION/District/B	Board--- Residency Purch Svc	316.00
				OARD OF EDUCATION		
				SERVICES/PROFESSIONA		

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	ACCOUNT DESCRIPTION	ACCOUNT LEVEL DESCRIPTION	TOTAL
02/17/2022	51271	108.00	Wex Health, Inc	L AND TECHNICAL SER EDUCATION/District/B OARD OF EDUCATION SERVICES/DUES & FEES	Board--Dues/Fee RevTrck & Bank	108.00
02/17/2022	51272	13.44	Wiley, Stephaney	EDUCATION/District/F OOD SERVICES/PROFESSIONA	FoodSvc-- Purch Svc	13.44
02/23/2022	51273	5,506.25	Carroll, Megan	L AND TECHNICAL SER EDUCATION/District/H EALTH SERVICES/PROFESSIONA	SPED-- OT/PT/Health Pur Svc	5,506.25
02/23/2022	51274	3,554.87	Martin-Upton, Eileen	L AND TECHNICAL SER EDUCATION/District/H EALTH SERVICES/PROFESSIONA L AND TECHNICAL SER	SPED-- OT/PT/Health Pur Svc	3,554.87
		637,693.78	Totals for checks			

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION	286,088.93	93.00	237,235.67	523,417.60
20	O & M	7,422.25	0.00	38,012.46	45,434.71
40	TRANSPORTATION	17,743.32	0.00	2,090.44	19,833.76
50	SOCIAL SECURITY/MEDICARE	32,630.05	0.00	0.00	32,630.05
51	IMRF	16,377.66	0.00	0.00	16,377.66
***	Fund Summary Totals ***	360,262.21	93.00	277,338.57	637,693.78

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

CHECK		VENDOR	TOTAL
CHECK DATE	NUMBER		
2/15/2022	51219	United States Treasury	\$77,645.45
2/2/2022	51155	United States Treasury	\$75,131.93
2/15/2022	51218	Teachers Retirement System	\$46,340.50
2/17/2022	51238	Gordon Food Service Inc	\$45,973.99
2/2/2022	51154	Teachers Retirement System	\$45,303.43
2/10/2022	51204	SEDOL	\$28,362.74
2/17/2022	51264	SEDOL	\$28,320.24
2/15/2022	51214	Ill Municipal Retirement Fund	\$27,929.36
2/15/2022	51215	Illinois Dept Of Revenue	\$23,823.52
2/2/2022	51151	Illinois Dept Of Revenue	\$23,192.05
2/17/2022	51249	Media Leaders, LLC	\$15,000.00
2/17/2022	51235	Emeric Facility Services	\$14,371.00
2/17/2022	51229	Connection's Day School	\$12,983.85
2/2/2022	51152	Lake County Federation Of Teachers	\$12,302.60
2/15/2022	51216	Lake County Federation Of Teachers	\$12,302.60
2/17/2022	51267	Speech Path Specialists	\$11,850.00
2/10/2022	51203	Schoolwide Inc	\$11,110.61
2/17/2022	51268	Teaching Strategies, LLC	\$7,703.00
2/17/2022	51266	Spectrum Center Inc	\$7,626.60
2/15/2022	51217	Teacher's Health Insurance Security Fund	\$7,320.92
2/2/2022	51153	Teacher's Health Insurance Security Fund	\$7,159.48
2/17/2022	51230	Connection's Academy East	\$6,594.80
2/10/2022	51158	Alpine Valley Resort Inc	\$6,270.00
2/10/2022	51189	Nicor Gas	\$5,987.29
2/23/2022	51273	Carroll, Megan	\$5,506.25
2/10/2022	51207	Spectrum Center Inc	\$4,957.29
2/10/2022	51213	WM Corporate Services, Inc	\$3,947.58
2/10/2022	51180	KMGD, LLC	\$3,730.00
2/23/2022	51274	Martin-Upton, Eileen	\$3,554.87
2/17/2022	51254	NCC - Peterson Products	\$3,185.00
2/10/2022	51168	Data Recognition Corporation	\$3,171.25
2/10/2022	51165	Carroll, Megan	\$2,850.00
2/17/2022	51237	Exceptional Learners Collaborative	\$2,548.65
2/10/2022	51159	Amazon	\$2,168.91
2/10/2022	51176	IFSI	\$2,150.00
2/17/2022	51262	Savvas Learning Company	\$2,106.00
2/17/2022	51252	Mike's Towing Inc	\$2,023.38
2/10/2022	51183	Martin-Upton, Eileen	\$1,969.17
2/17/2022	51223	Alpine Valley Resort Inc	\$1,955.00
2/17/2022	51228	CFRB LLC	\$1,860.00
2/10/2022	51212	Wilson, Judith	\$1,762.50
2/10/2022	51186	Midland Paper	\$1,536.00
2/10/2022	51172	Edpuzzle, Inc.	\$1,425.00
2/10/2022	51188	Net56	\$1,400.00
2/10/2022	51196	Rabine Mechanical	\$1,190.50

2/17/2022	51269 Techstar America Corporations	\$955.00
2/15/2022	51220 Wisconsin Dept Of Revenue	\$911.67
2/2/2022	51156 Wisconsin Dept Of Revenue	\$898.70
2/17/2022	51241 Integrated Systems Corporation	\$844.80
2/10/2022	51181 Kully Supply	\$833.75
2/10/2022	51177 IL Assoc of Teachers of English To Speakers	\$775.00
2/17/2022	51242 John A Raber & Assoc, Inc	\$750.00
2/10/2022	51171 Dyopath	\$700.00
2/17/2022	51246 M & R Electronic Systems	\$664.95
2/10/2022	51197 Ray Chrysler Dodge Jeep Ram	\$612.82
2/17/2022	51226 Benny's Service Center, Inc.	\$594.00
2/10/2022	51192 Provo, Jeanette	\$550.00
2/17/2022	51243 Lakeland Septic Service	\$550.00
2/17/2022	51222 Alpha Baking Co, Inc.	\$543.04
2/10/2022	51209 Techstar America Corporations	\$516.94
2/17/2022	51258 Positive Promotions	\$507.10
2/10/2022	51193 Quadient Finance USA, Inc	\$500.45
2/17/2022	51263 School Specialty	\$499.74
2/10/2022	51170 DiMaggio, Nicole	\$475.00
2/10/2022	51182 Lucas, Dawn	\$475.00
2/17/2022	51257 Polark, Kelly	\$475.00
2/10/2022	51178 King, Victorene Lee	\$400.00
2/17/2022	51265 Sheriff's Office	\$400.00
2/17/2022	51251 Midwest Transit Equipment	\$380.16
2/10/2022	51174 FSS Technologies, LLC	\$360.00
2/10/2022	51190 PAHCS II/Northwestern Occ Health	\$340.00
2/17/2022	51270 Thomson Reuters-West	\$316.00
2/17/2022	51244 Lakeshore Learning Center	\$309.33
2/10/2022	51175 Gold, Robert	\$306.32
2/17/2022	51256 Pace Analytical Services, LLC	\$300.00
2/10/2022	51199 Romero, Lisa	\$290.24
2/10/2022	51198 Renn, Jeannie	\$260.00
2/17/2022	51239 Hand2mind Inc	\$255.98
2/10/2022	51166 Children's Dyslexia Center	\$250.00
2/17/2022	51248 McGraw Hill LLC	\$243.39
2/17/2022	51227 Biancalana, Venette Irene	\$225.00
2/17/2022	51261 Regional Office of Education	\$225.00
2/17/2022	51259 Quill Corp	\$219.72
2/10/2022	51194 Quadient Leasing USA, Inc	\$200.97
2/17/2022	51255 Ovassapian, Madeline Atourina	\$200.00
2/17/2022	51250 Menards	\$163.64
2/10/2022	51185 Menards	\$130.74
2/10/2022	51160 Antunez, Rosa	\$130.00
2/10/2022	51162 Bermudez, Abigail	\$130.00
2/10/2022	51164 Buechner, Mark	\$130.00
2/10/2022	51173 Favela, Erin	\$130.00
2/10/2022	51179 Kintis, Michael	\$130.00

Exhibit 3

2/10/2022	51184 Martinez, Sindy	\$130.00
2/10/2022	51200 Saavedra, Mercy	\$130.00
2/10/2022	51208 Tapia, Ester	\$130.00
2/10/2022	51187 Murillo, Maria	\$120.00
2/10/2022	51195 Quinlan & Fabish Music Co	\$118.00
2/17/2022	51271 Wex Health, Inc	\$108.00
2/17/2022	51245 Lucas, Dawn	\$100.00
2/17/2022	51247 Marienthal, Margaret Michelle	\$100.00
2/17/2022	51260 Raney Day Services	\$100.00
2/17/2022	51231 Cozzini Bros., Inc.,	\$81.00
2/10/2022	51191 Philippsen, Michelle	\$79.80
2/10/2022	51163 Brillion, Lindsay	\$79.00
2/17/2022	51236 Engler Callaway Baasten & Sraga, LLC	\$73.50
2/17/2022	51234 EAI Education	\$69.30
2/10/2022	51161 Ayala, Jessica	\$63.20
2/17/2022	51221 Accurate Biometrics	\$57.50
2/17/2022	51240 Home Depot Credit Services	\$54.98
2/17/2022	51253 Mobus, Jennifer Nicole	\$52.39
2/17/2022	51233 Dundee Township	\$50.00
2/17/2022	51224 Amazon	\$44.34
2/17/2022	51232 Daily Herald/Paddock Publications, Inc	\$42.55
2/10/2022	51210 Ultimate Screen Printing	\$38.25
2/10/2022	51205 Senor Wooly, LLC	\$37.70
2/10/2022	51167 Coletto, Jessica	\$30.00
2/10/2022	51206 Sherif, Massa	\$30.00
2/17/2022	51225 Arndt, Christine	\$30.00
2/10/2022	51169 Dick, Tamara	\$29.80
2/10/2022	51201 Scholastic Inc	\$16.05
2/10/2022	51211 Wiley, Stephaney	\$13.44
2/17/2022	51272 Wiley, Stephaney	\$13.44
2/10/2022	51157 Ace Hardware Home Center	\$8.78

10:43 AM
03/07/22
Accrual Basis

Big Hollow Student Activity Funds
Balance Sheet
As of February 28, 2022

Exhibit 4

	Feb 28, 22
ASSETS	
Current Assets	
Checking/Savings	
State Bank Activity Bank Acct	
Girls on the Run	49.13
In & Out Account	1,204.76
National Junior Honor Society	3,705.91
Nature Center	2,616.70
Recycling Club	2,676.83
Student Council	8,616.98
Sunshine Club - Elementary	252.02
Sunshine Club - Primary	1,081.01
State Bank Activity Bank Acct - Other	-1,193.48
Total State Bank Activity Bank Acct	19,009.86
Total Checking/Savings	19,009.86
Total Current Assets	19,009.86
TOTAL ASSETS	19,009.86
LIABILITIES & EQUITY	
Equity	
Retained Earnings	17,382.52
Net Income	1,627.34
Total Equity	19,009.86
TOTAL LIABILITIES & EQUITY	19,009.86

Convenience Fund Report February 2022

Account	Beginning Balance	Debits	Credits	Ending Balance
Prek	1010.66			1010.66
KG	2074.18			2074.18
1st Grade	3680.84			3680.84
2nd Grade	1140.09	499.74		640.35
3rd Grade	2951.01			2951.01
4th Grade	461.52			461.52
5th Grade	2269.67			2269.67
6th Grade	774.71			774.71
7th Grade	4657.51	1450.00		3207.51
8th Grade	12611.50			12611.50
Art-P/E	0.00			0.00
Cheer	945.13			945.13
Computers-P	221.24			221.24
Computers-E	-0.49			-0.49
Concessions-Athletic	2203.95			2203.95
Concessions-PE	7542.96			7542.96
Graphics Arts	331.77			331.77
Lets Read to Grow	813.96			813.96
Library-P/E	32.00			32.00
Library-MS	679.12			679.12
Music-P/E	-39.71			-39.71
Noetic Math	59.50			59.50
PBIS-MS	2564.53			2564.53
PE-P	25.75			25.75
PE-E	-245.98			-245.98
Poms	544.47			544.47
Prime Time	2670.00			2670.00
Reading P/E	4355.65			4355.65
Respect	665.00			665.00
Special Ed	33.00			33.00
Sports Camps	318.00			318.00
STARS-P	2020.60			2020.60
STARS-E	8341.74		164.00	8505.74
STEM CLUB	317.28			317.28
Yearbook-M	410.30			410.30
Yearbook-P/E	757.94			757.94
In & Out Account	16689.71	8225.00	6320.00	14784.71
Total	79066.49	10174.74	6484.00	80198.37

Big Hollow School District 38 Payroll Summary

Date	Education	O&M	Transportation	IMRF/SS	Total
10-Feb-22	\$586,641.09	\$16,793.92	\$40,930.94	\$24,117.81	\$668,483.76
25-Feb-22	\$598,659.40	\$16,353.81	\$44,091.90	\$24,889.90	\$683,995.01
Grand Total	\$1,185,300.49	\$33,147.73	\$85,022.84	\$49,007.71	\$1,352,478.77

Board of Education President
Big Hollow School District 38

Date

Board of Education Secretary
Big Hollow School District 38

Date

Big Hollow District 38

Certified Staffing Plan

For 2022-2023

Grade Level	2021-2022			2022-2023 Recommendation		
	# of Staff	Enrollment	Ave. Class Size	# of Staff	Enrollment	Ave. Class Size
Pre-K	3.5	N/A	N/A	4	N/A	N/A
K	8.5	162	19	8	N/A	N/A
1 st	9	173	19.2	9	162	18
2 nd	9	176	19.6	9	173	19.2
3 rd	8	167	20.9	9	176	19.5
4 th	9	192	21.3	8	167	20.9
5 th	8	173	21.6	8	192	24
6 th	8	193	24.1	8	173	21.6
7 th	8	212	26.5	8	193	24.1
8 th	8	203	25.4	8	212	26.5
Totals	79			79		

**Class size averages for 2022-2023 are based on moving grades forward using January 2022 enrollment figures.

**Middle School class size averages are for core classes only (ELA, Math, Science, Social Studies)

Position/Category	2021-2022	2022-2023 Recommendation
Specials—Middle School	4	4
Specials --Primary/Elementary	6	6
Spanish	1	1
ELL	4	4
Bilingual	2	3
Band –Middle School	2	2
Chorus –Middle School	1	1
PE –Primary/Elementary	4	4
PE –Middle School	4	4
SPED—Primary	2.5	2.5
SPED---Elementary	4.5	4.5
SPED---Middle School	7	7
Title I Reading Specialist	2	2
Math Interventionist	1	2
Reading Interventionist	1	1
School Psychologist	3	3
Speech Pathologist	4	4
Social Worker	5	6
Occupational Therapist	1	1
Totals	59	62



Full District

Big Hollow School District 38

INSIGHTeX Feedback

September 2021

The WHY...

Exhibit 7

CLIMATE

CULTURE

The WHY...

Exhibit 7

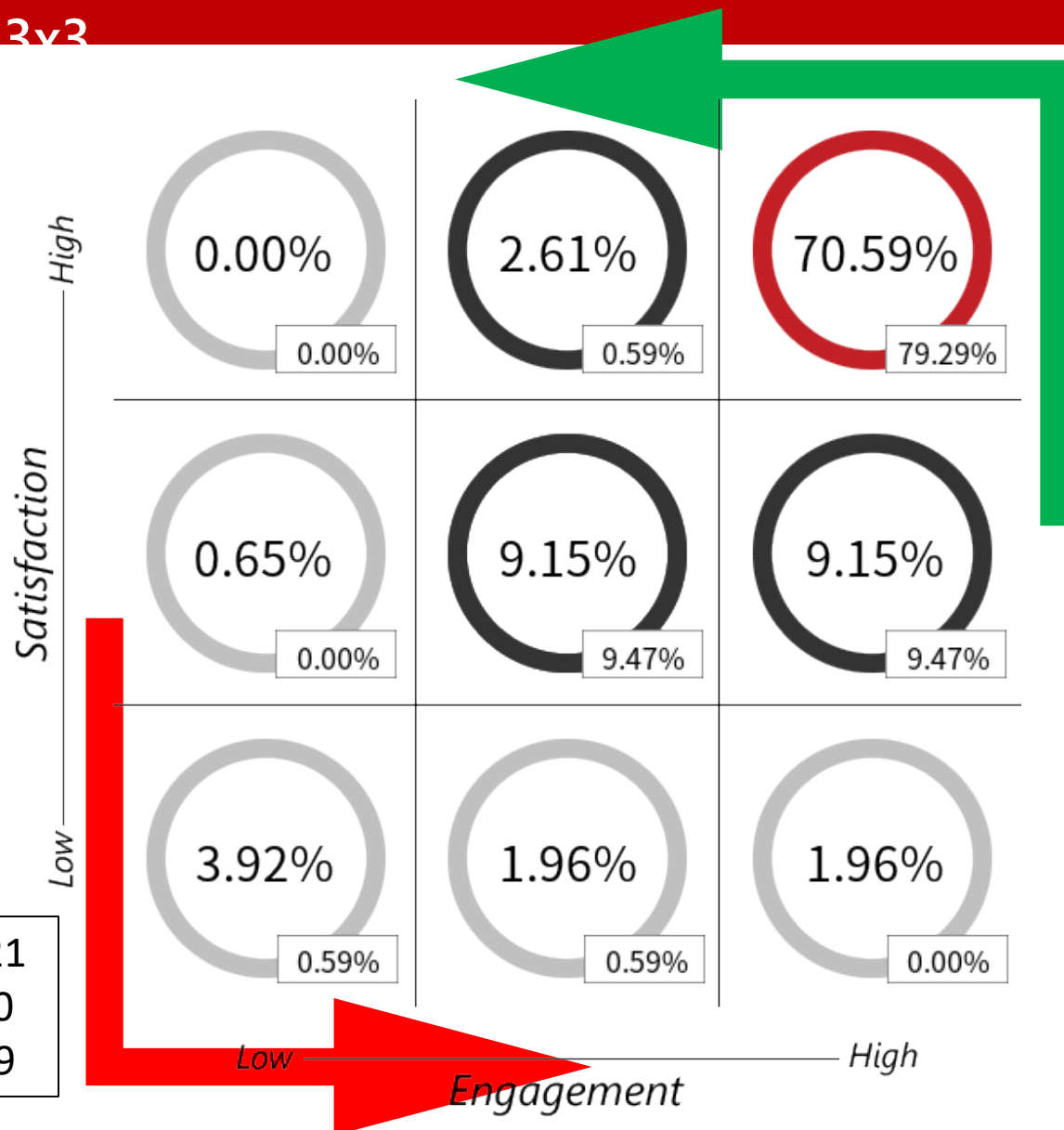
CLIMATE is more of the system structure, feel, buildings & grounds, welcoming component, feel of the school and people as a whole. Things like cleanliness and décor, organization and appearance.

According to Fullan (2007) school **CULTURE** can be defined as the **guiding beliefs and values** evident in the way a school operates. 'School culture' can be used to encompass all the **attitudes, expected behaviors** and values that impact how the school operates.

Confidential & anonymous
Participation: Integrity to Data
Broad: Customize
Data starts the conversation

- 74 questions
- 15 dimensions of C&C
- Four areas assessed:
 - You
 - Team
 - Manager Coach/Supervisor
 - Whole Organization

DIMENSIONS RANK ORDERED	PREVIOUS MEAN	CURRENT MEAN
Quality	4.53	4.34
Engage-Inspire	4.58	4.32
Pride	4.58	4.31
Continuous Improvement	4.53	4.27
Innovation	4.52	4.22
Satisfaction	4.43	4.15
Mission Conscious	4.32	3.97
Training & Development	4.20	3.96
Career Development	4.29	3.96
Communication	4.20	3.94
Recognition	4.28	3.93
Talent & Fit	4.28	3.91
Relationships	4.24	3.90
Performance Planning	4.19	3.83
Support-Equip	4.10	3.80



82.35% Sept 2021
 89.88% Aug 2020
 91.61% Aug 2019

Top 5 Predictors:

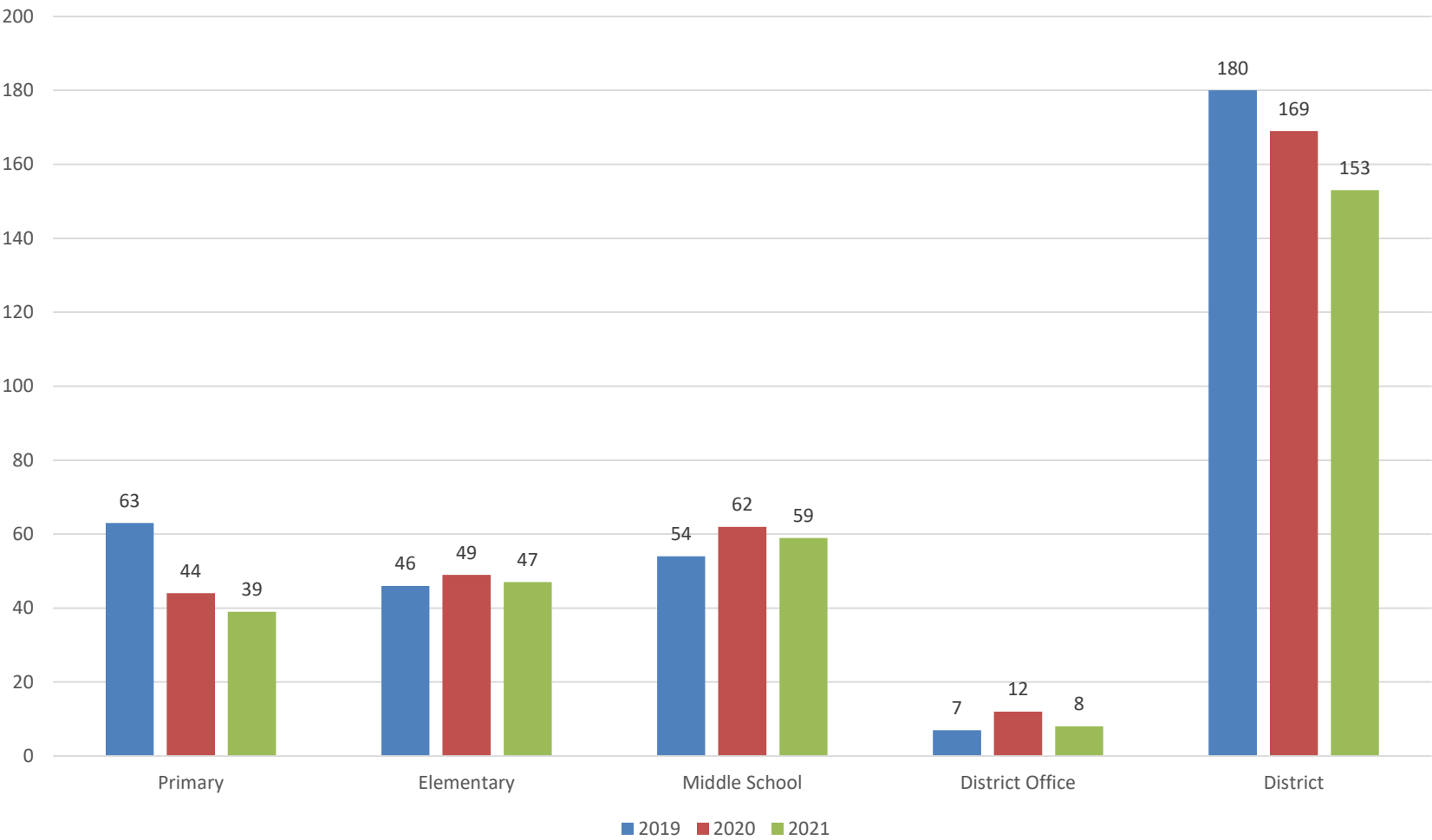
1. Pride
2. Talent/Fit
3. Relationships
4. Continuous Improvement
5. Career Development

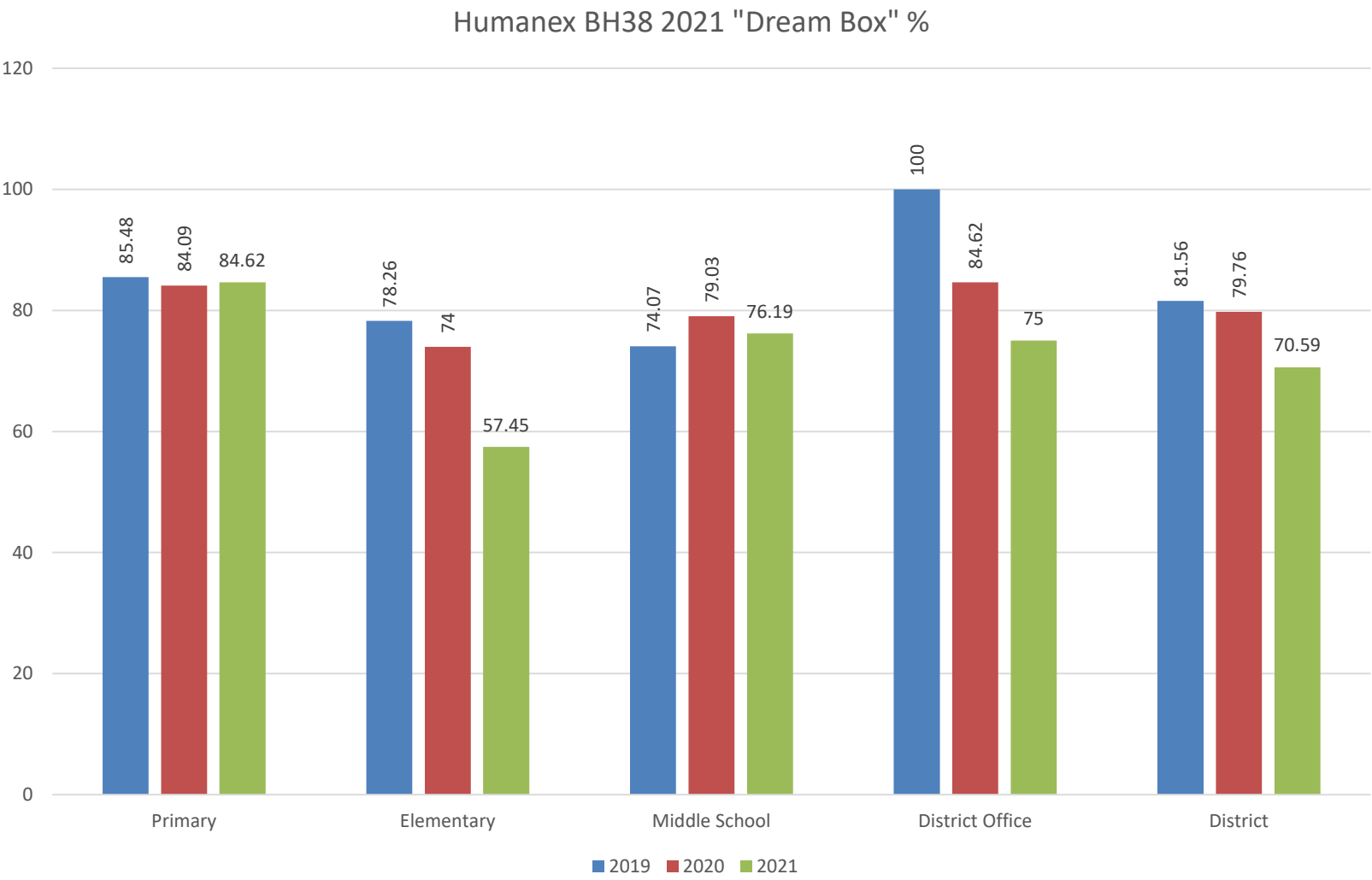
6.53% Sept 2021
 1.2% Aug 2020
 2.23% Aug 2019

RANK ORDERED BY MEAN	Dimension	PREVIOUS MEAN	CURRENT MEAN
53. I am committed to the success of our organization.	Engage-Inspire	4.73	4.56
4. I feel great pride in the work I do.	Pride	4.71	4.54
45. I feel great pride in the team of which I am a part.	Pride	4.64	4.49
46. I am satisfied being a part of our team.	Satisfaction	4.65	4.48
16. I am continuously seeking ways to improve my overall productivity.	Innovation	4.63	4.48
2. I am fully engaged in the work that I do.	Engage-Inspire	4.70	4.48

RANK ORDERED BY MEAN	Dimension	PREVIOUS MEAN	CURRENT MEAN
7. I have encouraged someone to apply at our organization.	Talent & Fit	3.99	3.17
40. In the past three months, my supervisor has discussed my successes and progress with me.	Performance Planning	3.67	3.17
31. I am provided personal coaching from my supervisor.	Relationships	3.79	3.43
65. I feel "in on things" that are happening at our organization.	Communication	3.93	3.45
28. I am provided the opportunity to spend quality time with my supervisor.	Support-Equip	3.87	3.46

Humanex BH38 2021 Participation







Full District

Big Hollow School District 38

Student Engagement Feedback
February 2022



Student Engagement Survey Exhibit 7

- Confidential & anonymous
- Access on ALL Devices
- Grades 3-12
- 3rd Grade Readability
- 15-30 min
- 13 Dimensions + 4 Maslow's
- Four areas assessed:
 - Student
 - Teacher
 - Principal

Dimensions of Learning Environments

Engagement

Satisfaction

Choice

Relevance

Feedback

Fairness

Classroom Management

Perceptions of Teacher

Perceptions of the Principal

Survival Needs

Safety

Belonging

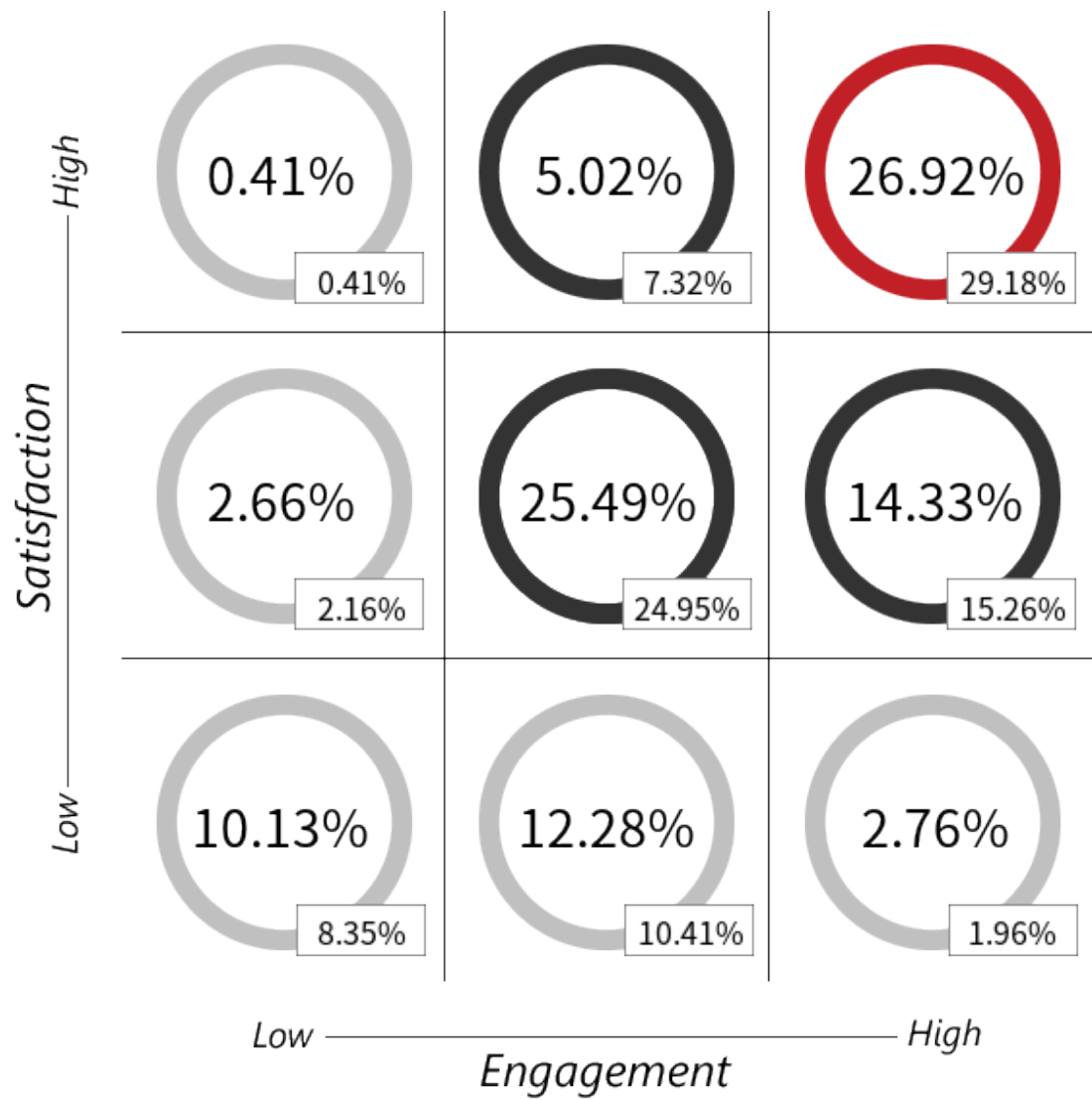
Self Esteem

Big Hollow 38 SES (n=978)

DIMENSIONS

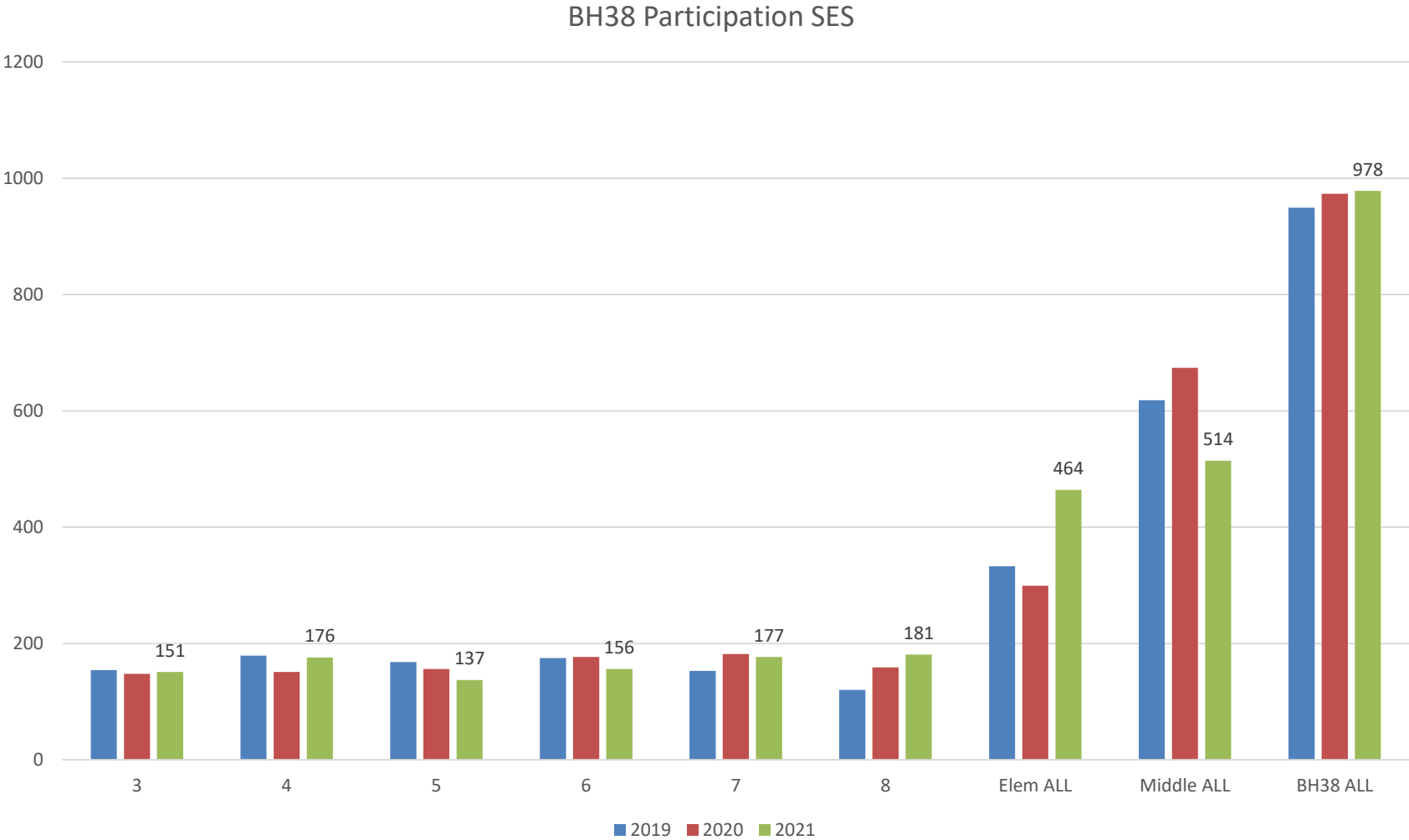
Exhibit 7

DIMENSIONS RANK ORDERED	CURRENT MEAN	PREVIOUS MEAN
Self-Esteem	3.94	3.99
Belonging	3.86	3.87
Classroom Management	3.86	3.95
Fairness	3.83	3.88
Feedback	3.78	3.88
Engagement	3.71	3.76
Perceptions of Teacher	3.62	3.77
Safety	3.58	3.67
Relevance	3.52	3.53
Satisfaction	3.43	3.54
Survival Needs	3.41	3.59
Choice*	3.09	3.09



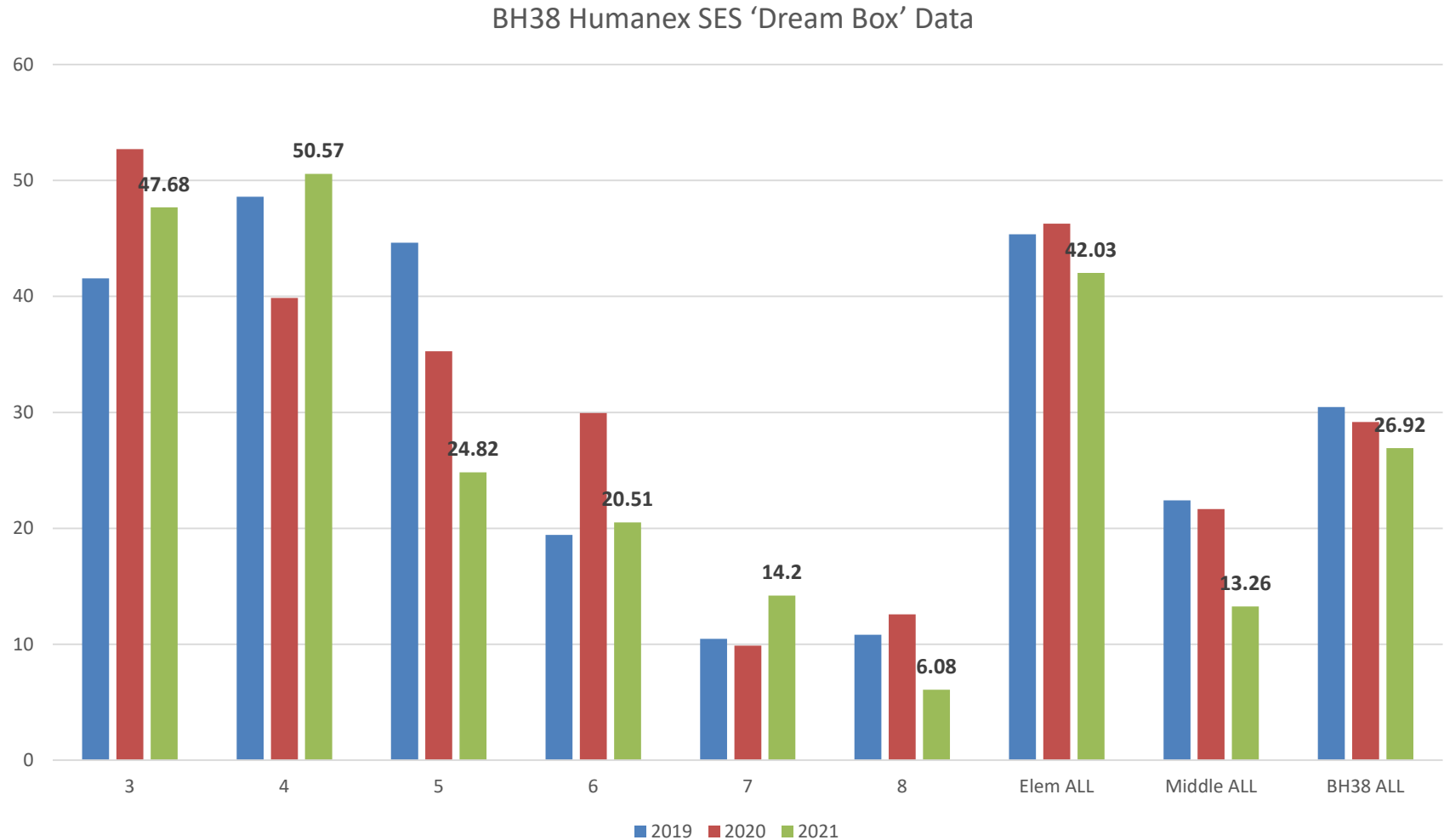
Big Hollow 38 SES (n=978) Participation Trend

Exhibit 7



Big Hollow 38 SES (n=978) 3yr Dream Box Trend Data

Exhibit 7



Big Hollow 38 SES (n=978)

Top Items

Exhibit 7

RANK ORDERED BY MEAN	Dimension	CURRENT MEAN	PREVIOUS MEAN
13. I have friends at school who care about me.	Self-Esteem	4.22	4.02
15. My teachers want me to be a successful person.	Self-Esteem	4.19	4.25
16. My teachers treat me with respect.	Self-Esteem	4.12	4.24
23. My teachers care about me.	Belonging	4.08	4.17
17. My teachers believe in me.	Self-Esteem	4.05	4.16

Big Hollow 38 SES (n=978)

Bottom Items

Exhibit 7

RANK ORDERED BY MEAN	Dimension	CURRENT MEAN	PREVIOUS MEAN
3. I have a lot of energy at the start of the school day.	Survival Needs	2.73	3.01
33. In class, I get to choose the activities I work on.	Choice	2.80	2.85
37. My teachers ask me to help create classroom rules or expectations.	Choice	2.98	2.98
64. I feel comfortable sharing personal information with my teachers.	Safety	3.04	3.09
36. I get to make decisions about how I learn in the classroom.	Choice	3.06	3.03



Full District

Big Hollow School District 38

Family Engagement Feedback
February 2022

Parent Engagement Survey

Exhibit 7

Overview:

- Parents of students at all grade levels
- 43 questions
- 8 dimensions
- 10-20 minutes to complete
 - Spanish Version Available

Provides information district leadership can use to:

- Improve the learning environment and school experience for students
- Bridge gap between school and home
- Create a culture of trust and mutual ownership over student growth

BH38 Family Engagement Survey (n=424)

DIMENSIONS

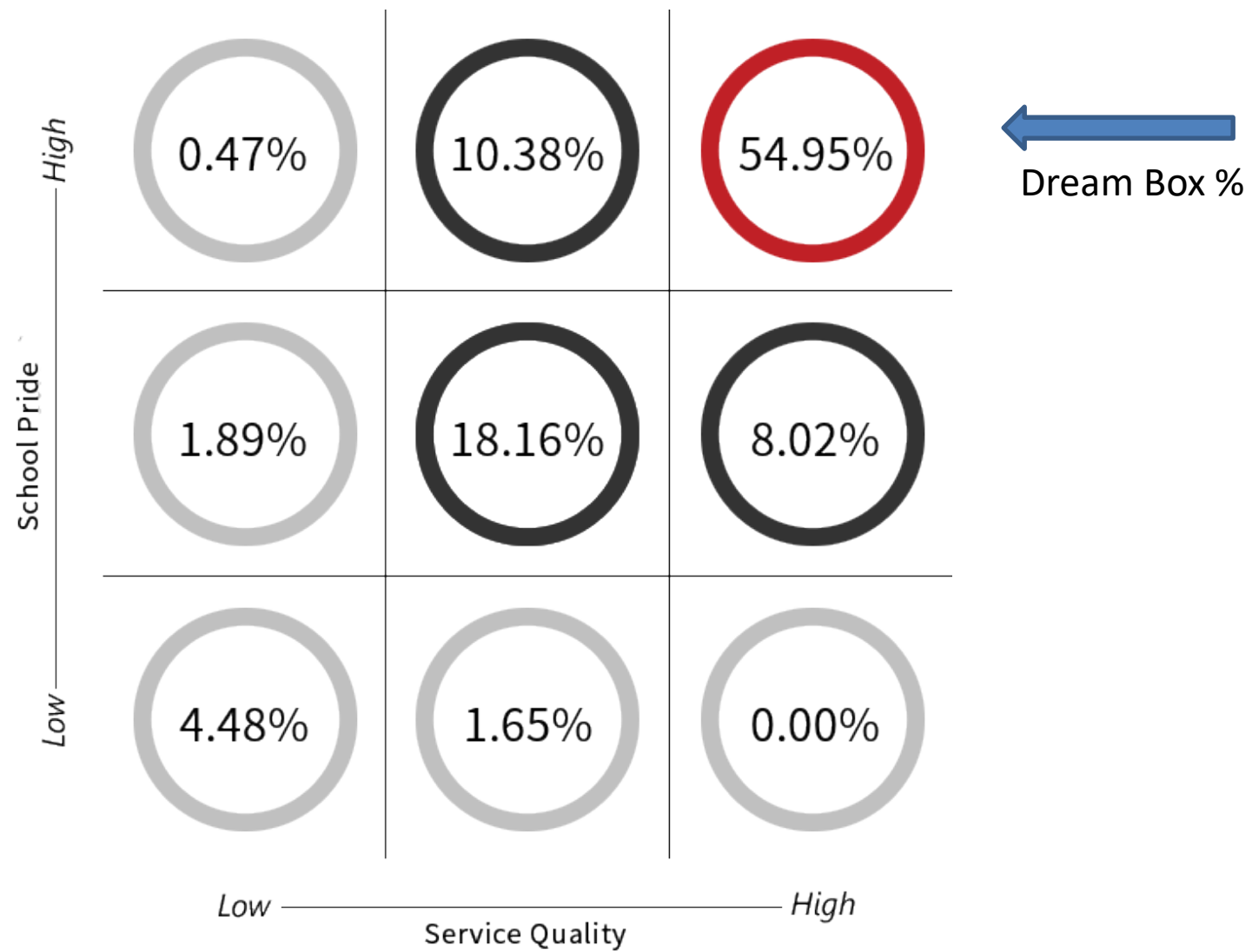
Exhibit 7

DIMENSIONS RANK ORDERED	CURRENT 2022	2021	2020
Superintendent	4.33	4.37	4.32
School Environment	4.17	4.29	4.33
Safety	4.14	4.20	4.29
Teachers	4.13	4.14	4.21
School District	4.13	4.20	4.13
Student Learning	4.06	3.99	4.15
Mission	4.05	4.12	4.25
Principal	3.93	4.08	4.06

BH38 Family Engagement Survey (n=424)

Family Engagement 3x3 & Dream Box

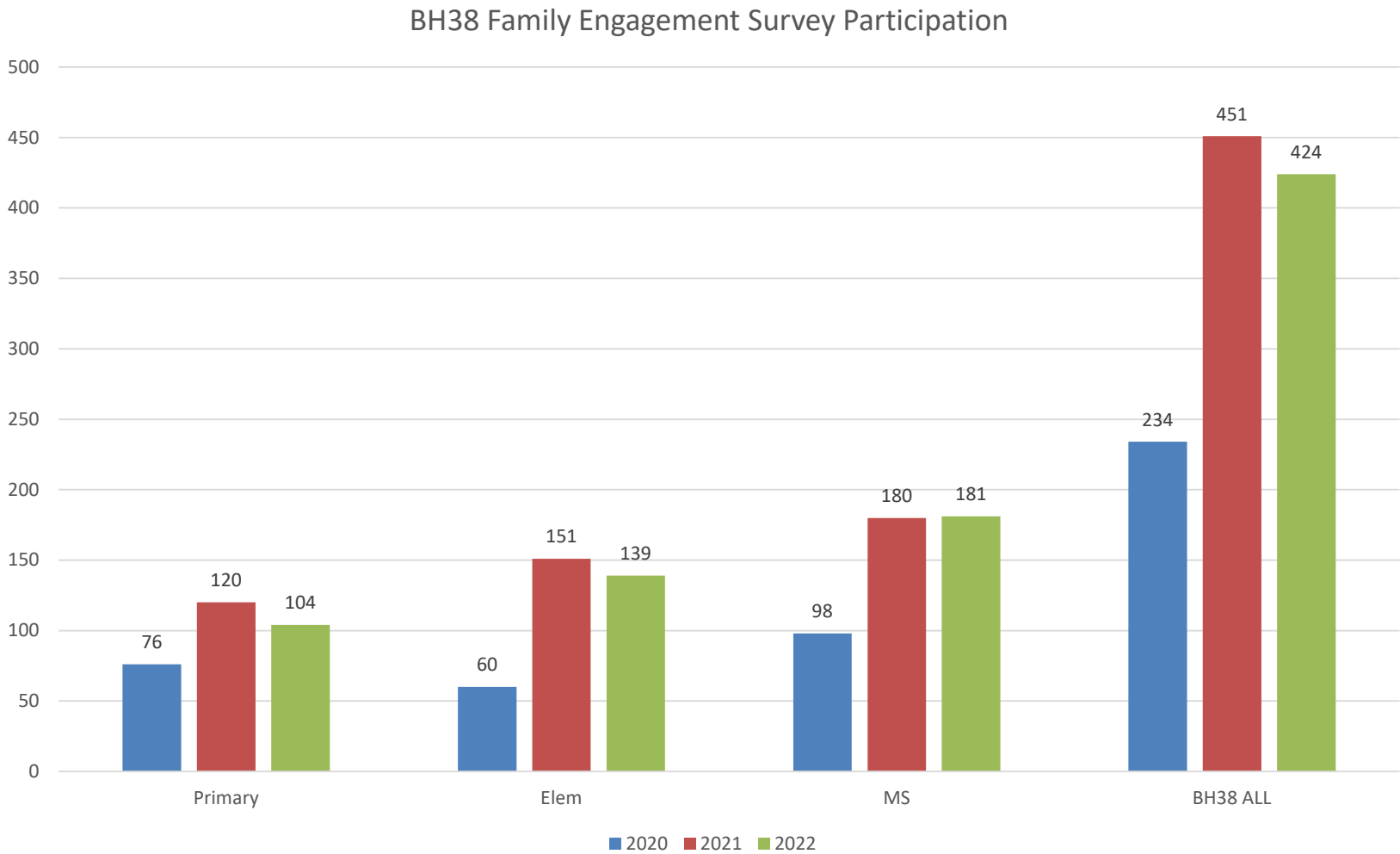
Exhibit 7



BH38 Family Engagement Survey (n=424)

Family Engagement Participation

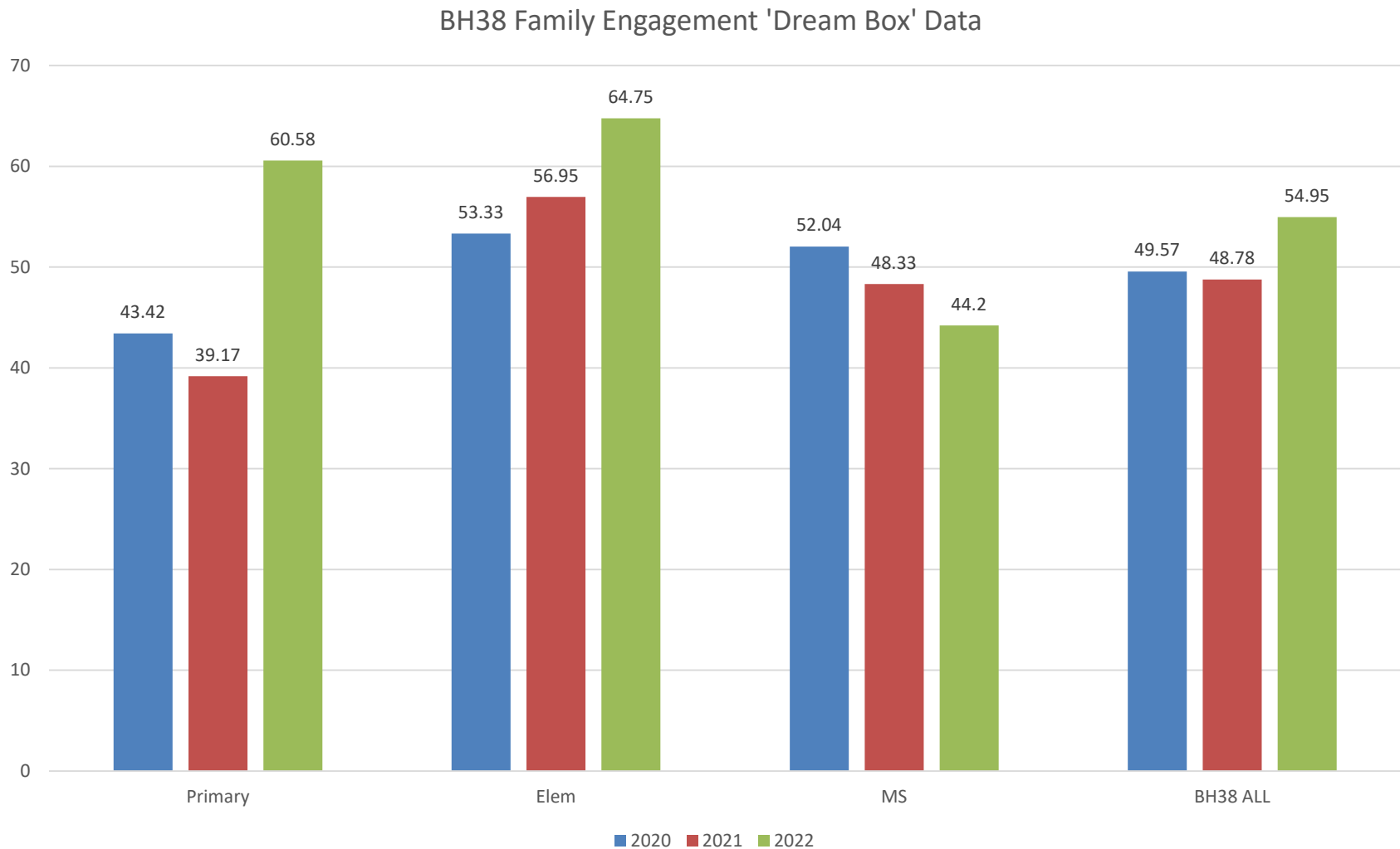
Exhibit 7



BH38 Family Engagement Survey (n=424)

Family Engagement Dream Box %

Exhibit 7



BH38 Family Engagement Survey (n=424)

Top Items

Exhibit 7

RANK ORDERED BY MEAN	DIMENSION	MEAN
21. Teachers treat me with respect.	Teachers	4.46
19. I feel comfortable approaching my child's teachers with questions or concerns.	Teachers	4.44
11. The bus drivers are responsible and trustworthy.	School Environment	4.38
43. Overall, I feel that the superintendent of this district is doing an excellent job.	Superintendent	4.36
3. My child feels welcome in school.	School Environment	4.36

New to
Top 5

BH38 Family Engagement Survey (n=424)

Bottom Items

Exhibit 7

RANK ORDERED BY MEAN	DIMENSION	MEAN
10. The cafeteria provides high-quality meals.	School Environment	3.46
26. My child's teachers reach out to me regularly with feedback about how my child is doing in school.	Teachers	3.47
16. My child feels comfortable going to his/her principal with a question/problem.	Principal	3.64
35. As a parent, I actively contribute to the school district's success.	Mission	3.82
27. My child shares with me that learning is fun in this school.	Teachers	3.83

New to
Bottom
5



February 2021

Big Hollow School District 38: Full District Results (n=451)

Same 5 Questions in Top 5 as
in 2019

Rank Ordered Questions According to Mean

Mean

Dimension/Mean

19.	I feel comfortable approaching my child's teachers with questions or concerns.	4.49	Teachers 4.14
21.	Teachers treat me with respect.	4.49	Teachers 4.14
22.	Teachers treat my child with respect.	4.46	Teachers 4.14
3.	My child feels welcome in school.	4.45	School Environment 4.29
2.	When I enter my child's school, the front office staff is helpful.	4.44	School Environment 4.29



February 2021

Big Hollow School District 38: Full District Results (n=451)

Rank Ordered Questions According to Mean

Mean

Dimension/Mean

25.	The expectations in different teachers' classrooms are consistent throughout the day.	3.85	Teachers 4.14
10.	The cafeteria provides high-quality meals.	3.81	School Environment 4.29
7.	My child is meeting his/her learning goals.	3.80	Student Learning 3.99
16.	My child feels comfortable going to his/her principal with a question/problem.	3.79	Principal 4.08
26.	My child's teachers reach out to me regularly with feedback about how my child is doing in school.	3.52	Teachers 4.14

Daily Impact Journey



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i impact
j journey



@humanex_dij



@humanex_dij



[dailyimpactjourney.com/
subscribe](https://dailyimpactjourney.com/subscribe)

Wifi Password: legacy2019

humanex
ventures

NEXT STEPS

1. Post the action items
2. Revisit the plans and implement
 - Choose people to champion efforts
 - Accountability
3. Contact Humanex for support
 - ❖ Svetlana.Popovic@humanexventures.com
 - ❖ 224-358-2503
 - ❖ @SvetsThinkTank

Document Status: Draft Update - New

4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

New/Unpublished Section

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between District employees and students based upon State law, and (6) how to prevent child sexual abuse. [PRESSPlus1](#)

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Educate students with:
 - a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, *Curriculum Content*;
 - b. Information in policy 7:250, *Student Support Services*, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the District.
2. Train District employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
 - a. A definition of prohibited grooming behaviors and boundary violations pursuant to policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*;
 - b. Evidence-informed [PRESSPlus2](#) content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Conduct; and Conflict of Interest*;; and
 - c. How to report child sexual abuse, grooming behaviors, and/or boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
3. Provide information to parents/guardians in student handbooks about the warning signs [PRESSPlus3](#) of child sexual abuse, grooming behaviors, and boundary violations with evidence-informed educational information that also includes: [PRESSPlus4](#)
 - a. Assistance, referral, or resource information, including how to recognize grooming behaviors, [PRESSPlus5](#) appropriate relationships between District employees and students based upon policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*, and how to prevent child sexual abuse from happening;

- b. Methods for how to report child sexual abuse, grooming behaviors, and/or boundary violations to authorities; and
 - c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to policy 7:250, *Student Support Services*.
4. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing. [PRESSPlus6](#)

LEGAL REF.:

105 ILCS 5/10-23.13, 5/27-9.1a, and 5/27-13.2.

105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

PRESSPlus Comments

PRESSPlus 1. This policy is created in response to 105 ILCS 5/10-23.13 (*Erin's Law*), amended by P.A. 102-610, which requires districts to adopt and implement a policy addressing sexual abuse of children that includes an age-appropriate and evidence-informed curriculum for preK-12 students, evidence-informed training for school personnel on child sexual abuse, and evidence-informed educational information for parents/guardians in school handbooks. For more information, see this policy's footnotes and the Ethics, Training, and Educator Misconduct bundle in the **PRESS** Issue 108 Update Memo, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 2. Two Illinois laws address "evidence-informed." *Evidence-informed* per *Erin's Law* means modalities that were created utilizing components of evidence-based treatments or curriculums. 105 ILCS 5/10-23.13(a), added by P.A. 102-610. Contrast with National Sex Education Standards (NSES) at 105 ILCS 5/27-9.1a(a), added by P.A. 102-552, which defines an *evidence-informed program* as "a program that uses the best available research and practice knowledge to guide program design and implementation." **Issue 108, November 2021**

PRESSPlus 3. 105 ILCS 5/10-23.13(b) and (b)(1); warning signs and *likely* warning signs are mentioned twice in the law. This policy uses likely in the purpose introduction. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH), at: www.ilprincipals.org/resources/model-student-handbook. **Issue 108, November 2021**

PRESSPlus 4. This information is listed in 7:190-E2, *Student Handbook Checklist*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 5. Providing information to parents/guardians about how to recognize grooming behaviors is not in *Erin's Law*; it only addresses informing parents/guardians about the methods for increasing their awareness and knowledge of grooming behaviors. 105 ILCS 5/10-23.13(b)(1). This policy requires the district to provide information to parents/guardians about how to recognize grooming behaviors to: (1) effect the purpose of *Erin's Law*, (2) align with the intent of the following statutes: 105 ILCS 110/3 (Critical Health Problems and Comprehensive Health Education Act); 105 ILCS 5/27-9.1a(b), added by P.A. 102-552 (requires comprehensive health and safety and comprehensive sexual health education a/k/a NSES); and 105 ILCS 5/27-13.2 (educating all students to recognize and avoid sexual abuse and assault) and (3) align with the notification requirements in 105 ILCS 5/27-13.2 (parents/guardians of K-8 students prior to commencing instruction in recognizing and avoiding sexual abuse). **Issue 108, November 2021**

PRESSPlus 6. Required by 105 ILCS 5/27-13.2. See 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

Document Status: Draft Update

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

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

1. Organizing the Board after each consolidated election by electing officers and establishing its regular meeting schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
3. Employing a Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/, and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
4. Directing, through policy, the Superintendent, in his or her charge of the District's administration.
5. Approving the annual budget, tax levies, major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation; and making available a statement of financial affairs as provided in State law.
6. Entering contracts using the public bidding procedure when required.
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.
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. [PRESSPlus1](#)
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. [PRESSPlus2](#)
21. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

Indemnification

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

LEGAL REF.:

105 ILCS 5/10, 5/17-1, 5/21B-85, and 5/27-1.

115 ILCS 5/, Ill. Educational Labor Relations Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

CROSS REF.: 1:10 (School District Legal Status), 1:20 (District Organization, Operations, and Cooperative Agreements), 2:10 (School District Governance), 2:80 (Board Member Oath and Conduct), 2:140 (Communications To and From the Board), 2:210 (Organizational Board of Education Meeting), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; 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 5/21B-85(a). **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/21B-85(b). **Issue 108, November 2021**

Document Status: Draft Update

2:105 Ethics and Gift Ban

Prohibited Political Activity

The following precepts govern political activities being conducted by District employees and Board of Education members:

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.
2. No Board member or employee shall intentionally use any District property or resources in connection with any political activity.
3. At no time shall any Board member or employee intentionally require any other Board member or employee to perform any political activity: (a) as part of that Board member's or employee's duties, (b) as a condition of employment, or (c) during any compensated time off, such as, holidays, vacation, or personal time off.
4. No Board member or employee shall be required at any time to participate in any political activity in consideration for that Board member or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise; nor shall any Board member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any political activity.

A Board member or employee may engage in any activity that: (1) is otherwise appropriate as part of his or her official duties, or (2) is undertaken by the individual on a voluntary basis that is not prohibited by this policy.

Limitations on Receiving Gifts

Except as permitted by this policy, no Board member or employee, and no spouse of or immediate family member living with a Board member or employee shall intentionally solicit or accept any "gift" from any "prohibited source," as those terms are defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.

The following are exceptions to the ban on accepting gifts from a prohibited source:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Board member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any: (a) contribution that is lawfully made under the Election Code, or (b) activities associated with a fundraising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece,

husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Board members or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Board member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board member or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. *Intra-governmental gift* means any gift given to a Board member or employee from another Board member or employee, and "inter-governmental gift" means any gift given to a Board member or employee from an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the listed exceptions is mutually exclusive and independent of every other.

A Board member or employee, his or her spouse or an immediate family member living with the Board member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under 26 U.S.C. §501(c)(3).

Enforcement

The Board President and Superintendent shall seek guidance from the Board attorney concerning compliance with and enforcement of this policy and State ethics laws. The Board may, as necessary or prudent, appoint an Ethics Advisor for this task.

Written complaints alleging a violation of this policy shall be filed with the Superintendent or Board President. If attempts to correct any misunderstanding or problem do not resolve the matter, the Superintendent or Board President shall, after consulting with the Board attorney, either place the alleged violation on a Board meeting agenda for the Board's disposition or refer the complainant to Board policy 2:260, *Uniform Grievance Procedure*. A Board member who is related, either by blood

or by marriage, up to the degree of first cousin, to the person who is the subject of the complaint, shall not participate in any decision-making capacity for the Board. If the Board finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or consider disciplinary action for the employee.

Definitions

Unless otherwise stated, all terms used in this policy have the definitions given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

"Political activity" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

With respect to an employee whose hours are not fixed, "compensated time" includes any period of time when the employee is on premises under the control of the District and any other time when the employee is executing his or her official duties, regardless of location.

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Board member, or (b) an employee, or by the Board member or another employee directing that employee;

2. Does business or seeks to do business with: (a) a Board member, or (b) an employee, or with the Board member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Board member, or (b) an employee or by the Board member or another employee directing that employee;
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee;
5. Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or
6. Is an agent of, a spouse of, or an immediate family member living with a prohibited source.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board member or employee.

Complaints of Sexual Harassment Made Against Board Members by Elected Officials

Pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/70-5), members of the Board and other elected officials are encouraged to promptly report claims of sexual harassment by a Board member. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available. If the official feels comfortable doing so, he or she should directly inform the individual that the individual's conduct or communication is offensive and must stop.

Board members and elected officials should report claims of sexual harassment against a member of the Board to the Board President or Superintendent. If the report is made to the Superintendent, the Superintendent shall promptly notify the President, or if the President is the subject of the complaint, the Vice President. Reports of sexual harassment will be confidential to the greatest extent practicable.

When a complaint of sexual harassment is made against a member of the Board by another Board member or other elected official, the Board President shall appoint a qualified outside investigator who is not a District employee or Board member to conduct an independent review of the allegations. If the allegations concern the President, or the President is a witness or otherwise conflicted, the Vice President shall make the appointment. If the allegations concern both the President and Vice President, and/or they are witnesses or otherwise conflicted, the Board Secretary shall make the appointment. The investigator shall prepare a written report and submit it to the Board.

If a Board member has engaged in sexual harassment, the matter will be addressed in accordance with the authority of the Board.

The Superintendent will post this policy on the District website and/or make this policy available in the District's administrative office.

LEGAL REF.:

105 ILCS 5/22-90 (final citation pending). [PRESSPlus1](#)

5 ILCS 430/, State Officials and Employees Ethics Act.

10 ILCS 5/9-25.1, Election Interference Prohibition Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:110 (Qualifications, Term, and Duties of

Board Officers), 2:260 (Uniform Grievance Procedure), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-327, bans high school guidance counselors from intentionally soliciting or accepting gifts from a *prohibited source*, narrowly defined as “any person who is employed by an institution of higher education or is an agent or spouse of or an immediate family member living with a person employed by an institution of higher education.” Exceptions exist for certain circumstances, e.g., gifts from a relative or based on a personal friendship. A guidance counselor does not violate this law if he or she promptly takes reasonable action to return the gift to the prohibited source or donates the gift or an amount equal to its value to a tax exempt charity. **Issue 108, November 2021**

Document Status: Draft Update

2:110 Qualifications, Term, and Duties of Board Officers

The Board of Education officers are: President, Vice President, Secretary, and Treasurer. These officers are elected or appointed by the Board at its organizational meeting.

President

The Board of Education elects a President from its members for a two-year term. The duties of the President are:

1. Preside at all meetings;
2. Focus the Board meeting agendas on appropriate content;
3. Sign official District documents requiring the President's signature, including Board minutes and Certificate of Tax Levy;
4. Call special meetings of the Board;
5. Serve as the *head of the public body* for purposes of the Open Meetings Act and Freedom of Information Act;
6. Ensure that a quorum of the Board is physically present at all Board meetings, except as otherwise provided by the Open Meetings Act; [PRESSPlus1](#)
7. Administer the oath of office to new Board members;
8. Prepare meeting agenda in consultation with the Superintendent;
9. Respond to parents and other community members on Board matters.
10. Serve as or appoint the Board's official spokesperson to the media; ~~and~~
11. Except when the Board President is the subject of a complaint of sexual harassment, a witness, or otherwise conflicted, appoint a qualified outside investigator to conduct an independent review of allegations of sexual harassment made against a Board member by another Board member or elected official; ~~and~~
12. Ensure that the fingerprint-based criminal history records information checks and/or screenings required by State law and policy 5:30, *Hiring Process and Criteria*, is completed for the Superintendent. [PRESSPlus2](#)

The President is permitted to participate in all Board meetings in a manner equal to all other Board members, including the ability to make and second motions.

The Vice President fills a vacancy in the Presidency.

Vice President

The Board of Education elects a Vice President from its members for a two-year term. The Vice President performs the duties of the President if:

1. The office of President is vacant;
2. The President is absent; or

3. The President is unable to perform the office's duties.

A vacancy in the Vice Presidency is filled by a special Board election.

Secretary

The Secretary shall be a member of the Board who serves a two-year term. The Secretary shall perform or delegate the following duties:

1. Keep meeting minutes for all Board meetings, and keep the verbatim record for all closed Board meetings;
2. Mail meeting notification and agenda to news media who have officially requested copies;
3. Keep records of the Board's official acts, and sign them, along with the President, before submitting them to the Treasurer at such times as the Treasurer may require;
4. Report to the Treasurer on or before July 7, annually, such information as the Treasurer is required to include in the Treasurer's report to the Regional Superintendent;
5. Act as the local election official for the District;
6. Arrange public inspection of the budget before adoption;
7. Publish required notices;
8. Sign official District documents requiring the Secretary's signature; and
9. Maintain Board policy and such other official documents as directed by the Board.

The Secretary may delegate some or all of these duties, except when State law prohibits the delegation. The Board appoints a secretary pro tempore, who may or may not be a Board member, if the Secretary is absent from any meeting or refuses to perform the duties of the office. A permanent vacancy in the office of Secretary is filled by special Board election.

Recording Secretary

The Recording Secretary shall:

1. Assist the Secretary by taking the minutes for all open Board meetings;
2. Assemble Board meeting material and provide it, along with prior meeting minutes, to Board members before the next meeting; and
3. Perform the Secretary's duties, as assigned, except when State law prohibits the delegation.

In addition, the Recording Secretary or Superintendent receives notification from Board members who desire to attend a Board meeting by video or audio means.

Treasurer

The Treasurer of the Board shall be either a member of the Board who serves a one-year term or a non-Board member who serves at the Board's pleasure. A Treasurer who is a Board member may not be compensated. A Treasurer who is not a Board member may be compensated provided it is established before the appointment. The Treasurer must:

1. Be at least 21 years old;
2. Not be a member of the County Board of School Trustees; and
3. Have a financial background or related experience, or 12 credit hours of college-level accounting.

The Treasurer shall:

1. Furnish a bond, which shall be approved by a majority of the full Board;
2. Maintain custody of school funds;
3. Maintain records of school funds and balances;
4. Prepare a monthly reconciliation report for the Superintendent and Board; and
5. Receive, hold, and expend District funds only upon the order of the Board.

A vacancy in the Treasurer's office is filled by Board appointment.

LEGAL REF.:

5 ILCS 120/7 and 420/4A-106.

105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1, 5/10-14, 5/10-16.5, 5/10-21.9, ~~and 5/17-1~~, and 5/21B-85.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Board of Education Meeting), 2:220 (Board of Education Meeting Procedure)

PRESSPlus Comments

PRESSPlus 1. Updated to reflect changes to 5 ILCS 120/7, amended by P.A. 101-640, permitting public bodies to meet remotely without a quorum physically present at the meeting location during a public health emergency. **Issue 108, November 2021**

PRESSPlus 2. The School Code continues to define the board president's role in conducting criminal background investigations and receiving the results of these investigations, including the results for employees of district contractors. 105 ILCS 5/10-21.9. Many districts delegate this task in the hiring process to a human resources department. For more information, see the subhead entitled Screening in policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, and the subhead entitled Investigations in policy 5:30, *Hiring Process Criteria*. **Issue 108, November 2021**

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, ~~and~~ fiduciary responsibilities, and (beginning in the fall of 2023) trauma-informed practices for students and staff within the first year of his or her first term. [PRESSPlus1](#)
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 of Education will conduct periodic self-evaluations with the goal of continuous improvement.

New Board Member Orientation

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

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

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. 105 ILCS 5/10-16a, amended by P.A. 102-638. See 105 ILCS 5/10-16a(b-5) for the required and recommended elements of the training regarding trauma-informed practices. **Issue 108, November 2021**

Document Status: Draft Update

2:220 Board of Education Meeting Procedure

Agenda

The Board 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 of Education 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. Items submitted by Board members to the Superintendent or the President shall be placed on the agenda for an upcoming meeting. District residents may suggest inclusions for the agenda. Discussion items may be added to the agenda upon majority approval of those Board members present. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board of Education 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 of Education 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 of Education, 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 shall be: member making motion, member seconding motion, other members on a rotating basis.

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 request that his or her vote be changed before the President announces the result.

Any Board member may include a written explanation of his/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 of Education 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 of Education 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, the members making the motion and the second; and
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 of Education 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.

~~At least semi-annually~~ 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) ~~decides~~ 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. ^{PRESSPlus1} 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 of Education member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order. The Board's open meeting minutes shall be posted on the District website within 10 days after the Board approves them; the minutes will remain posted for at least 60 days.

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all 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 the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order.

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

Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board of Education 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. 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 (11th Edition), 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.

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. Required by 5 ILCS 120/2.06(d), amended by P.A. 102-653. If a board is unable to conduct the review every six months, it must do so as soon after as is practicable, taking into account the nature and meeting schedule of the board. A board may also conduct the review more frequently. For the sake of brevity and to align with the closed meeting exception in 5 ILCS 120/2(c) (21) that continues to refer to a public body's *semi-annual* review of its closed session minutes, this policy's exhibits use the term *semi-annual*, even though that term was removed from 5 ILCS 120/2.06(d). **Issue 108, November 2021**

Document Status: Draft Update

2:260 Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the Board of Education, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.
2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX sexual harassment complaints governed by policy 2:265, *Title IX Sexual Harassment Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, and/or programs
11. Victims' Economic Security and Safety Act, 820 ILCS 180/
12. Illinois Equal Pay Act of 2003, 820 ILCS 112/
13. Provision of services to homeless students
14. Illinois Whistleblower Act, 740 ILCS 174/
15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
16. Employee Credit Privacy Act, 820 ILCS 70/.

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not

be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student, under 18 years of age, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, or this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time.

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall mail his or her written decision to the Complainant and the accused by ~~first class U.S. mail~~ registered mail, return receipt requested, and/or personal delivery ^{PRESSPlus1} as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Superintendent's decision, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within five school business days after the Board's decision, the Superintendent shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall mail its written decision to the Complainant and the accused by ~~first class U.S. mail~~ registered mail, return receipt requested, and/or personal delivery as well as to the Complaint Manager. This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing a Nondiscrimination Coordinator and Complaint Managers

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

The Superintendent shall appoint at least one Complaint Manager to administer the this policy. If possible, the Superintendent will appoint two Complaint Managers, one of each gender. The District's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers.

Nondiscrimination Coordinator:

Robert B. Gold, Superintendent
26051 W. Nippersink Rd., Ingleside, IL 60041
bobgold@bighollow.us
847.740.1490

Complaint Managers:

Matthew McCulley
26051 W. Nippersink Rd., Ingleside, IL 60041
mmcculley@bighollow.us

Christine Arndt
26051 W. Nippersink Rd., Ingleside, IL 60041

mihocan@bighollow.us

847.740.1490

christinearndt@bighollow.us

847.740.1490

LEGAL REF.:

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

20 U.S.C. §1232g, Family Education Rights Privacy Act.

20 U.S.C. §1400, The Individuals with Disabilities Education Act.

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

29 U.S.C. §206(d), Equal Pay Act. ~~Age Discrimination in Employment Act,~~

29 U.S.C. §621 et seq., Age Discrimination in Employment Act.

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

29 U.S.C. §2612, Family and Medical Leave Act.

42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act.

42 U.S.C. §2000e et seq., Equal Employment Opportunities Act (Title VII of the Civil Rights Act).

42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

~~Americans With Disabilities Act,~~ 42 U.S.C. §12101 et seq., Americans With Disabilities Act.

~~Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.~~

~~Equal Pay Act, 29 U.S.C. §206(d).~~

~~Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.~~

105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69 5/10-20.75 (final citation pending), 5/10-22.5, 5/22-19, 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.

5 ILCS 415/10(a)(2), Government Severance Pay Act.

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

~~Illinois Genetic Information Privacy Act,~~ 410 ILCS 513/, Ill. Genetic Information Privacy Act.

~~Illinois Whistleblower Act,~~ 740 ILCS 174/, Whistleblower Act.

740 ILCS 175/, Ill. False Claims Act.

~~Illinois Human Rights Act,~~ 775 ILCS 5/, Ill. Human Rights Act.

~~Victims' Economic Security and Safety Act,~~ 820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part 280.

~~Equal Pay Act of 2003,~~ 820 ILCS 112/, Equal Pay Act of 2003.

~~Employee Credit Privacy Act, 820 ILCS 70/~~ Employee Credit Privacy Act, 70/10(b), and 70/25

23 Ill.Admin.Code §§1.240, ~~and 200.40,~~ 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

PRESSPlus Comments

PRESSPlus 1. Optional; using a delivery method that allows the district to verify the date of receipt is a best practice. **Issue 108, November 2021**

Document Status: Draft Update

3:40 Superintendent

Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of the District schools in accordance with Board of Education policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law, including the special reporting responsibilities in policy 5:90, *Abused and Neglected Child Reporting*.^{PRESSPlus1} The Superintendent is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities. The Superintendent may delegate to other District staff members the exercise of any powers and the discharge of any duties imposed upon the Superintendent by Board of Education policies or by Board vote. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action that was delegated.

Qualifications

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must have and maintain a Professional Educator License with a superintendent endorsement issued by the Illinois State Educator Preparation and Licensure Board.

Evaluation

The Board of Education will evaluate, at least annually, the Superintendent's performance and effectiveness, using standards and objectives developed by the Superintendent and Board that are consistent with State law, the Board's policies and the Superintendent's contract. A specific time should be designated for a formal evaluation session with all Board of Education members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Superintendent shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

Compensation and Benefits

The Board of Education and the Superintendent shall enter into an employment agreement that conforms to Board policy and State law. This contract shall govern the employment relationship between the Board of Education and the Superintendent. The terms of the Superintendent's employment agreement, when in conflict with this policy, will control.

LEGAL REF.:

105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-21.9, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.

5 ILCS 120/7.3, Open Meetings Act.

23 Ill.Admin.Code §§1.310, 1.705, and 25.355.

CROSS REF: 2:20 (Powers and Duties of the Board of Education; Indemnification), 2:130 (Board-Superintendent Relationship), 2:240 (Board Policy Development), 3:10 (Goals and Objectives), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions)

PRESSPlus Comments

PRESSPlus 1. Updated in response to the General Assembly's focus on resolving Educator Misconduct. 105 ILCS 5/10-21.9(e-5), amended by P.A.102-552, requires these notifications and provides superintendents immunity from any liability, whether civil or criminal or that otherwise might result by complying with the statute. **Issue 108, November 2021**

Document Status: Draft Update

3:50 Administrative Personnel Other Than the Superintendent

Duties and Authority

The School Board establishes District administrative and supervisory positions in accordance with the District's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Superintendent's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rules.

Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board of Education.

Administrators shall annually present evidence to the Superintendent of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Superintendent.

Administrative Work Year

The work year for administrators shall be the same as the District's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Superintendent. All administrators shall be available for work when their services are necessary.

Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Board of Education will consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board of Education no later than the March Board of Education meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewable issues.

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

LEGAL REF:

105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A.

23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions) [PRESSPlus1](#)

~~ADOPTED: September 14, 2015~~

PRESSPlus Comments

PRESSPlus 1. The Cross References are updated in response to the General Assembly's focus on resolving Educator Misconduct. **Issue 108, November 2021**

Document Status: Draft Update

3:60 Administrative Responsibility of the Building Principal

Duties and Authority

The Board of Education, upon the recommendation of the Superintendent, employs Building Principals as the chief administrators and instructional leaders of their assigned schools, and may employ Assistant Principals. The primary responsibility of a Building Principal is the improvement of instruction. Each Building Principal shall perform all duties as described in State law as well as such other duties as specified in his or her employment agreement or as the Superintendent may assign, that are consistent with the Building Principal's education and training.

Each Building Principal shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant principal.

Evaluation Plan

The Superintendent or designee shall implement an evaluation plan for Principals that complies with Section 24A-15 of the School Code and relevant Illinois State Board of Education rules. Using that plan, the Superintendent or designee shall evaluate each Building Principal. The Superintendent or designee may conduct additional evaluations.

Qualifications and Other Terms and Conditions of Employment

Qualifications and other terms and conditions of employment are found in Board policy 3:50, *Administrative Personnel Other Than the Superintendent*.

LEGAL REF.:

105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15. [PRESSPlus1](#)

10 ILCS 5/4-6.2, Election Code.

105 ILCS 127/, School Reporting of Drug Violations Act.

23 Ill.Admin.Code Parts 35 and 50, Subpart D.

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions) [PRESSPlus2](#)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

PRESSPlus 2. The Cross References are updated in response to the General Assembly's focus on resolving Educator Misconduct. **Issue 108, November 2021**

Document Status: Draft Update

4:60 Purchases and Contracts

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

Standards for Purchasing and Contracting

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

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

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

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

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 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) prohibits 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 5/24-5: (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 if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) 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. Department of Public Health rules or order of a local health official.

- 9. After 1-1-23, 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. [PRESSPlus1](#)
- 10. 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. [PRESSPlus2](#)

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts and maintain a status report for monthly presentation to the Board, 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, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., 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)

PRESSPlus Comments

PRESSPlus 1. 410 ILCS 170/10(b), added by P.A. 102-242, eff. 1-1-23. **Issue 108, November 2021**

PRESSPlus 2. 2 C.F.R. §§200.318-200.327; 30 ILCS 708/. The Grant Accountability and Transparency Act (GATA) adopts the federal uniform guidance for all grants, unless the Office of the

Governor grants an exception. 30 ILCS 708/55; 44 Ill.Admin.Code §7000.60. For information about the scope of GATA as it pertains to grants administered by ISBE, see www.isbe.net/gata. **Issue 108, November 2021**

Document Status: 5-Year-Review - Needs Review

4:120 Food Services

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

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

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

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

LEGAL REF.:

Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.

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

7 C.F.R. Parts 210 and 220, Food and Nutrition Service.

105 ILCS 125/.

23 Ill.Admin.Code Part 305, School Food Service.

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

~~ADOPTED: January 20, 2015~~

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

Restricted use pesticides will not be applied on or within 500 feet of school property during normal school hours. [PRESSPlus1](#) 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 [PRESSPlus2](#)

Beginning on 1-1-23, 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 5/10-20.17a; 5/10-20.48.~~

105 ILCS 135/, Toxic Art Supplies in Schools Act.

105 ILCS 140/, Green Cleaning School 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. The Illinois Pesticide Act (415 ILCS 60/14 3.F., amended by P.A. 102-548) makes it unlawful to apply a restricted use pesticide on or within 500 feet of school property during normal hours, except for whole structure fumigation, and if the pesticide application information listed on the pesticide label is more restrictive than the law, then the more restrictive provision applies. *Normal school hours* means Monday through Friday from 7 a.m. until 4 p.m., excluding days when classes are not in session. The statute prohibits restricted pesticide applications during *normal hours* but defines *normal school hours*. This policy uses normal school hours. *State Restricted Pesticide Use* is defined as any pesticide use which the Director (Ill. Dept. of Agriculture or his or her authorized representative) determines, subsequent to public hearing, that an additional restriction for that use is needed to prevent unreasonable adverse effects. **Issue 108, November 2021**

PRESSPlus 2. 410 ILCS 170(a)(1)-(4), added by P.A. 102-242, eff. 1-1-23, requires schools to provide written or telephonic notification to employees and parents/guardians of students prior to any application of a coal tar-based sealant product or a high polycyclic aromatic hydrocarbon sealant product. Written notifications must: (1) be included in newsletters, bulletins, calendars, or other correspondence currently published by the district (this is the only prong of written notice that is permissive); (2) be given at least 10 business days before the application and should identify the intended date and location of the application of the coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant; (3) include the name and telephone contact number for the school or day care center (if the district has one) personnel responsible for the application; and (4) include any health hazards associated with coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product, as provided by a corresponding safety data sheet.

Districts may want to include numbers (3) and (4) in their student handbooks. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with PRESS material, Online Model Student Handbook (MSH), at: www.ilprincipals.org/resources/model-student-handbook. **Issue 108, November 2021**

Document Status: Draft Update

4:170 Safety

Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill and crisis response plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or district.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement **lockdown** drill to address a school shooting incident and to evaluate the preparedness of school personnel and students. This drill shall occur no later than 90 days after the first day of school of each year, and shall require the participation of all school personnel and students present at school at the time of the drill, except for those exempted by administrators, **or school support personnel, or a parent/guardian.** [PRESSPlus1](#)

Annual Review

The Board or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Ill. State Board of Education (ISBE) (29 Ill.Admin.Code Part 1500).

Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act and shall file a copy of the plan with the Ill. Dept. of Public Health (IDPH). The plan shall provide for at least one automated external defibrillator (AED) to be available at every physical fitness facility on the premises according to State law requirements.

The District shall have an AED on site as well as a trained AED user: (1) on staff during staffed business hours; and (2) available during activities or events sponsored and conducted or supervised by the District. The Superintendent or designee shall ensure that every AED on the District's premises is properly tested and maintained in accordance with rules developed by the IDPH. This policy does not create an obligation to use an AED.

Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option allows students to transfer to another District school or to a public charter school within the District. The unsafe school choice option is available to:

1. All students attending a persistently dangerous school, as defined by State law and identified by the ISBE.
2. Any student who is a victim of a violent criminal offense, as defined by 725 ILCS 120/3, that occurred on school grounds during regular school hours or during a school-sponsored event.

The Superintendent or designee shall develop procedures to implement the unsafe school choice option.

Lead Testing in Water

The Superintendent or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Ill. Plumbing License Law and guidance published by the IDPH. The Superintendent or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

LEGAL REF.:

105 ILCS 5/10-20.2, 5/10-20.57, 5/18-12, and 5/18-12.5.

105 ILCS 128/, School Safety Drill Act; implemented by 29 Ill.Admin.Code Part 1500.

210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.

225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 128/20(c), amended by P.A. 102-395. While 105 ILCS 128/20(c) uses both *lockdown drill* and *walk-through lockdown drill*, the terms are synonymous. For brevity, this material uses the term *lockdown drill*. Schools must (1) notify parents/guardians in advance of any lockdown drill that involves student participation, and (2) allow parents/guardians to exempt their child(ren) from participating for any reason. For students who do not participate in the lockdown drill, districts must provide alternative safety education and instruction related to an active threat or active shooter event. For students who do participate in the lockdown drill, districts must allow them to ask questions related to it.

Law enforcement may only run an active shooter simulation, including simulated gun fire drills, on school days when students are not present. 105 ILCS 128/20(c)(5)-(8), added by P.A. 102-395. **Issue 108, November 2021**

Document Status: Draft Update

4:175 Convicted Child Sex Offender; Screening; Notifications

Persons Prohibited on School Property without Prior Permission

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

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

Screening

The Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. The Board President shall ensure that these checks are completed for the Superintendent. [PRESSPlus1](#) He or she shall take appropriate action based on the result of any criminal background check and/or screen. [PRESSPlus2](#)

Notification to Parents/Guardians

The Superintendent shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Superintendent or designee shall serve as the District contact person for purposes of these laws. The Superintendent and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Superintendent or Building Principal determines advisable.

LEGAL REF.:

20 U.S.C. §7926, Elementary and Secondary Education Act.

20 ILCS 2635/, Uniform Conviction Information Act.

720 ILCS 5/11-9.3, Criminal Code of 2012.

730 ILCS 152/, Sex Offender Community Notification Law.

730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community Notification Law.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:30 (Hiring Process and Criteria), 5:260 (Student Teachers), 6:250 (Community Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

PRESSPlus Comments

PRESSPlus 1. The School Code continues to define the board president's role in conducting criminal background investigations and receiving the results of these investigations, including the results for employees of district contractors. 105 ILCS 5/10-21.9. Many districts delegate this task in the hiring process to a human resources department. For more information, see Investigations in policy 5:30, *Hiring Process Criteria*. **Issue 108, November 2021**

PRESSPlus 2. When a criminal sexual offense is committed or alleged to have been committed by a district employee or contractor, law enforcement shall immediately transmit a copy of the criminal history record information relating to the investigation of the offense/alleged offense to the superintendent. This transmission will occur either upon the superintendent's request or, if the law enforcement agency knows the offender/alleged offender is employed by a district, automatically. 725 ILCS 191/15, added by P.A. 102-652. See sample administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

Document Status: Draft Update

5:10 Equal Employment Opportunity and Minority Recruitment

The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, work authorization status: [PRESSPlus1](#) use of lawful products while not at work; being a victim of domestic violence, sexual violence, ~~or~~ gender violence, or any other crime of violence; [PRESSPlus2](#) genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; conviction record, unless authorized by law; or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/.

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

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager for the Uniform Grievance Procedure. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Robert B. Gold, Superintendent

26051 W. Nippersink Rd., Ingleside, IL 60041

bobgold@bighollow.us

847.740.1490

Complaint Managers:

Matthew McCulley

Christine Arndt

26051 W. Nippersink Rd., Ingleside, IL 60041
 mmcculley@bighollow.us
 847.740.1490

26051 W. Nippersink Rd., Ingleside, IL 60041
 christinearndt@bighollow.us
 847.740.1490

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.

Minority Recruitment

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

LEGAL REF.:

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

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

29 U.S.C. §206(d), Equal Pay Act.

29 U.S.C. §621 et seq., Age Discrimination in Employment Act.

29 U.S.C. §701 et seq., Rehabilitation Act of 1973.

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

42 U.S.C. §1981 et seq., Civil Rights Act of 1991.

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

42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.

42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.

42 U.S.C. §2000e(k), Pregnancy Discrimination Act.

42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.

III. Constitution, Art. I, §§17, 18, and 19.

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

410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 513/25, Genetic Information Privacy Act.

740 ILCS 174/, III. Whistleblower Act.

775 ILCS 5/1-103, 5/2-101, 5/2-102, 5/2-103, 5/2-103.1, 5/2-104(D) and 5/6-101, III. Human Rights

Act.

775 ILCS 35/, Religious Freedom Restoration Act.

820 ILCS 55/10, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

820 ILCS 75/, Job Opportunities for Qualified Applicants Act.

820 ILCS 112/, Ill. Equal Pay Act of 2003.

820 ILCS 180/30, Victims' Economic Security and Safety Act.

820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment, At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

PRESSPlus Comments

PRESSPlus 1. 775 ILCS 5/2-102(A), amended by P.A. 102-233. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L), added by P.A. 102-233. Under the Ill. Human Rights Act, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G), amended by P.A. 102-233; 775 ILCS 5/2-104(D), added by P.A. 102-233. **Issue 108, November 2021**

PRESSPlus 2. *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence) (or similar provision of the Criminal Code of 1961). 820 ILCS 180/10(2.5), added by P.A. 102-487. **Issue 108, November 2021**

Document Status: Draft Update

5:20 Workplace Harassment Prohibited

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, [PRESSPlus1](#) disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must

stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:

Robert B. Gold, Superintendent

26051 W. Nippersink Rd., Ingleside, IL 60041

bobgold@bighollow.us

847.740.1490

Complaint Managers:

Matthew McCulley

26051 W. Nippersink Rd., Ingleside, IL 60041

mmculley@bighollow.us

847.740.1490

Christine Arndt

26051 W. Nippersink Rd., Ingleside, IL 60041

christinearndt@bighollow.us

847.740.1490

Investigation Process

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

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

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

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Conduct, and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

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

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

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

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee may be up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

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

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

~~Title VII of the Civil Rights Act of 1964~~, 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.

~~Title IX of the Education Amendments of 1972~~, 20 U.S.C. §1681 et seq., Title IX of the Education

Amendments of 1972; 34 C.F.R. Part 106.

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

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

56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.

Burlington Industries v. Ellerth, 524 U.S. 742 (1998).

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

Crawford v. Metro. Gov't of Nashville & Davidson County, 555 U.S. 271 (2009).

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

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

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

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

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

Oncale v. Sundowner Offshore Services, 523 U.S. 75 (1998).

Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).

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

Vance v. Ball State University, 133 S. Ct. 2434 (2013).

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

PRESSPlus Comments

PRESSPlus 1. 775 ILCS 5/2-102(A), amended by P.A. 102-233. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L), added by P.A. 102-233. Under the Ill. Human Rights Act, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G), amended by P.A. 102-233; 775 ILCS 5/2-104(D), added by P.A. 102-233. **Issue 108, November 2021**

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). [PRESSPlus1](#)

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 his or her charge of the District's administration.

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

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, ~~or for purposes of clarifying the information,~~ the Ill. Dept. of 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. [PRESSPlus2](#)

The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

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

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

that person's status as a condition of employment.

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

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, 5/10-22.34, 5/10-22.34b, 5/22-6.5, 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.

~~Americans with Disabilities Act, 42 U.S.C. §12112, and 29 C.F.R. Part 1630.~~

~~Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.~~

~~Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.~~

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

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

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

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

PRESSPlus Comments

PRESSPlus 1. For additional information regarding implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656 (employment decisions based on conviction records), see footnotes 5 and 6 of the sample policy, available at **PRESS** Online by logging in at www.iasb.com. Footnote 5 is updated in response to the Ill. Human Rights Act (IHRA), 775 ILCS 5/2-103.1(c), added by P.A. 101-656, with a discussion regarding application of the IHRA's *interactive assessment* requirement for disqualifying offenses listed in 105 ILCS 5/21B-80, and footnote 6 is updated in response to Ill. Dept. of Human Rights (IDHR) guidance for implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656, at: www2.illinois.gov/dhr/Pages/Conviction_Record_Protection_Frequently_Asked_Questions.aspx. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/21B-85, amended by P.A. 102-552, requires a board to provide prompt written notice to the board of trustees of the Teachers' Retirement System of the State of Illinois (TRS) when it learns that any teacher has been convicted of a felony offense (which provides for a sentence of death or imprisonment for one year or more). The notice to TRS is limited to (1) the name of the license holder, (2) fact of conviction, (3) name and location of the court in which the conviction occurred, and (4) the assigned case number from the court. **Issue 108, November 2021**

Document Status: Draft Update

5:50 Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All District workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on District premises or while performing work or being *on call* for the District:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on District premises or while performing work for the District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. The District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position listed in the Cannabis Regulation and Tax Act (CRTA).

Upon the Superintendent or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. [PRESSPlus1](#) State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test. [PRESSPlus2](#)

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *District premises* means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to 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. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground,

designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of ~~the~~ this Board policy respecting a drug-and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that the District may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location.

Tobacco ~~shall have~~ has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis ~~shall have~~ has the meaning provided in the CRTA, 410 ILCS 705/1-10.

E-Cigarette is short for electronic cigarette and includes, but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In

addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

LEGAL REF.:

42 U.S.C. §12114, Americans With Disabilities Act, 42 U.S.C. §12114.

21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15, Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.

41 U.S.C. §8101 et seq., Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.

20 U.S.C. §7101 et seq., Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.

30 ILCS 580/, Drug-Free Workplace Act.

105 ILCS 5/10-20.5b.

410 ILCS 82/, Smoke Free Illinois Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 705/1-1 et seq., Cannabis Regulation and Tax Act.

720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

21 C.F.R. Parts 1100, 1140, and 1143.

23 Ill.Admin.Code §22.20.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

PRESSPlus Comments

PRESSPlus 1. 410 ILCS 705/10-50(d). If the board will not communicate to employees what will happen when reasonable suspicion exists, strike this sentence and select "Adopted with Additional District Edits" as the Save Status. **Issue 108, November 2021**

PRESSPlus 2. 410 ILCS 705/10-50(e)(1), amended by P.A. 101-593, protects the district from liability for actions described in this sentence. If the board will not communicate this information to its employees, strike this sentence and select "Adopted with Additional District Edits" as the Save Status. **Issue 108, November 2021**

Document Status: Draft Update

5:90 Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873) (within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any District employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. The Superintendent or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at report.cybertip.org/ or www.missingkids.org. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Negligent failure to report occurs when a District employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

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

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors, and boundary violations as required by law and policy 5:100, *Staff Development*

Program. [PRESSPlus1](#) The Superintendent will encourage all District educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child sexual abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting.

The Superintendent or designee will display DCFS-issued materials that list the DCFS toll-free telephone number and methods for making a report under ANCRA in a clearly visible location in each school building.

Alleged Incidents of Sexual Abuse: Investigations

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

If a District employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Superintendent or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the District when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the District from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

Special Superintendent Responsibilities

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

~~The Superintendent shall notify the State Superintendent and the Regional Superintendent in writing~~ When the Superintendent he or she has reasonable cause to believe that a license holder committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA, and that act resulted in the license holder's dismissal or resignation from the District, he or she shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged ~~was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child~~. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

Special Board of Education Member Responsibilities

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.

If the Board determines that any District employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, *Powers and Duties of the Board of Education; Indemnification*. [PRESSPlus2](#)

LEGAL REF.:

20 U.S.C. §7926, Elementary and Secondary Education Act.

105 ILCS 5/10-21.9, 5/10-23.13, and 5/21B-85.

20 ILCS 1305/1-1 et seq., Department of Human Services Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

PRESSPlus Comments

PRESSPlus 1. *Erin's Law*, 105 ILCS 5/10-23.13, amended by P.A. 102-610. For additional *Erin's Law* requirements and definitions, see policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; and 6:60, *Curriculum Content*. See also the footnotes of these policies at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/21B-85(a) and (b), amended by P.A. 102-552. Because felony charges often arise out of abuse and neglect investigation, this board duty is listed here for convenience. See policy 2:20, *Powers and Duties of the School Board; Indemnification* for more information. **Issue 108, November 2021**

Document Status: Draft Update

5:100 Staff Development Program

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

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA), School Code, and awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) training as follows (see policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*): [PRESSPlus1](#)

1. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.
2. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
3. By January 31, 2023, and every year after, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations.

The staff development program shall provide, at a minimum, at least once every two years, the in-service training of licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every two years, the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

In addition, the staff development program shall include each of the following:

1. At least, once every two years, training of all District staff by a person with expertise on anaphylactic reactions and management.
2. At least every two years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides District staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for licensed school personnel and administrators who work with students in grades kindergarten through 8 to identify the warning signs of mental illness and suicidal behavior in

youth along with appropriate intervention and referral techniques.

5. ~~5. Abused and Neglected Child Reporting Act (ANGRA), School Code, and Erin's Law Training as follows:~~
 - ~~a. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting and prevention of child abuse and neglect (see policy 5:90, *Abused and Neglected Child Reporting*).~~
 - ~~b. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years (see policy 5:90, *Abused and Neglected Child Reporting*).~~
 - ~~c. Informing educators about the recommendation in the *Erin's Law* Taskforce Report requesting them to attend continuing professional development programs that address the prevention and identification of child sexual abuse (see policy 5:90, *Abused and Neglected Child Reporting*).~~
6. Education for staff instructing students in grades 7 through 8, concerning teen dating violence as recommended by the District's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students or Complaint Manager.
7. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the 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.
8. Annual continuing education and/or training opportunities (*professional standards*) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three year period.
9. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team.
10. Every two years, school personnel who work with students must complete an in-person or online training program on the management of asthma, the prevention of asthma symptoms, and emergency response in the school setting.
11. Training for school personnel to develop cultural competency, including understanding and reducing implicit racial bias.
12. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
13. For nurses, administrators, ~~school guidance~~ [PRESSPlus2](#) counselors, teachers, persons employed by a local health department and assigned to a school, and persons who contract with the District to perform services in connection with a student's seizure action plan, training in the basics of seizure recognition, first aid, and appropriate emergency protocols.
14. For all District staff, annual sexual harassment prevention training.
15. Title IX requirements for training as follows (see policy 2:265, *Title IX Sexual Harassment Grievance Procedure*):
 - a. For all District staff, training on the definition of sexual harassment, the scope of the

District's education program or activity, all relevant District policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator.

- b. For school personnel designated as Title IX coordinators, investigators, decision-makers, or informal resolution facilitators, training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
- c. For school personnel designated as Title IX investigators, training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- d. For school personnel designated as Title IX decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.

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

LEGAL REF.:

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

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

1105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), and 5/24-5.

105 ILCS 25/1.15, Interscholastic Athletic Organization Act.

105 ILCS 150/25, Seizure Smart School Act.

105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 49/, Good Samaritan Act.

775 ILCS 5/2-109, III. Human Rights Act.

23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.

77 Ill.Admin.Code §527.800.

CROSS REF.: 2:265 (Title IX Sexual Harassment Grievance Procedure), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming

Behaviors, 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Food Allergy Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/10-23.12, amended by P.A. 101-531; 325 ILCS 5/4(j), amended by P.A.s 101-564 and 102-604; and *Erin's Law*, 105 ILCS 5/10-23.13, amended by P.A. 102-610.

Mandated reporter training may be in-person or web-based and must include, at a minimum, information on the following topics: (1) indicators for recognizing child abuse and child neglect; (2) the process for reporting suspected child abuse and child neglect and the required documentation; (3) responding to a child in a trauma-informed manner; (4) understanding the response of child protective services and the role of the reporter after a call has been made; and (5) implicit bias.

Implicit bias means the attitudes or internalized stereotypes that affect people's perceptions, actions, and decisions in an unconscious manner and that exist and often contribute to unequal treatment of people based on race, ethnicity, gender identity, sexual orientation, age, disability, and other characteristics. The implicit bias topic must include, at a minimum: (1) information on implicit bias; (2) information on racial and ethnic sensitivity; and (3) tools to adjust automatic patterns of thinking and ultimately eliminate discriminatory behaviors. 325 ILCS 5/4(j), amended by P.A.s 101-564 and 102-604.

Districts must provide mandated reporter training through either DCFS, an entity authorized to provide continuing education through the Dept. of Financial and Professional Regulation, the Ill. State Board of Education, the Ill. Law Enforcement Training Standards Board, the Ill. State Police, or an organization approved by DCFS to provide mandated reporter training. *Child-serving organizations*, which are not defined in ANCRA, are "encouraged to provide in-person annual trainings." **Issue 108, November 2021**

PRESSPlus 2. Updated in response to P.A. 102-197, changing the term *school guidance counselor* to *school counselor* to clarify that a school counselor's role is broader than the role of a school guidance counselor. School counselors have a licensed school support personnel endorsement, and the role of a school counselor includes academic, social-emotional, and college and career counseling. **Issue 108, November 2021**

Document Status: Draft Update

5:120 Employee Ethics; Conduct; and Conflict of Interest

Professional and Appropriate Conduct

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), engages in grooming as defined in 720 ILCS 5/11-25, engages in grooming behaviors, violates boundaries for appropriate school employee-student conduct, [PRESSPlus1](#) or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

The Superintendent or designee shall identify appropriate employee conduct standards and provide them to all District employees. [PRESSPlus2](#) Standards related to school employee-student conduct shall, at a minimum:

1. Incorporate the prohibitions noted in paragraph 1 of this policy;
2. Define prohibited grooming behaviors [PRESSPlus3](#) to include, at a minimum, sexual misconduct. Sexual misconduct [PRESSPlus4](#) is (i) any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, (ii) by an employee with direct contact with a student, (iii) that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
 - a. A sexual or romantic invitation
 - b. Dating, or soliciting a date
 - c. Engaging in sexualized or romantic dialog
 - d. Making sexually suggestive comments that are directed toward or with a student
 - e. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature
 - f. A sexual, indecent, romantic, or erotic contact with the student
3. Identify expectations for employees to maintain professional relationships with students, including expectations for employee-student boundaries based upon students' ages, grade levels, and developmental levels. [PRESSPlus5](#) Such expectations shall establish guidelines for specific areas, including but not limited to:
 - a. Transporting a student
 - b. Taking or possessing a photo or video of a student
 - c. Meeting with a student or contacting a student outside the employee's professional role
4. Reference employee reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), and the Elementary and Secondary Education Act (20 U.S.C. § 7926);

5. Outline how employees can report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*; [PRESSPlus6](#) and
6. Reference required employee training related to educator ethics, child abuse, grooming behaviors, and boundary violations as required by law and policies 2:265, *Title IX Sexual Harassment Grievance Procedure*; 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:90, *Abused and Neglected Child Reporting*; and 5:100, *Staff Development Program*.

Statement of Economic Interests

The following employees must file a "Statement of Economic Interests" as required by the [Illinois](#) Governmental Ethics Act:

1. Superintendent;
2. Building Principal;
3. Head of any department;
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

Board policy 2:105, *Ethics and Gift Ban*, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract:

1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness and impartiality, including a member of the employee's immediate family or household;
2. An employee's business partner; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one

or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated

by reference: 5:120-E (Exhibit - Code of Ethics for Ill.~~inois~~ Educators)

LEGAL REF.:

U.S. Constitution, First Amendment.

2 C.F.R. §200.318(c)(1).

5 ILCS 420/4A-101, Ill. Governmental Ethics Act.

5 ILCS 430/, State Officials and Employee Ethics Act.

30 ILCS 708/, Grant Accountability and Transparency Act.

50 ILCS 135/, Local Governmental Employees Political Rights Act.

105 ILCS 5/10-22.39, 5/10-23.13, ~~and~~ 5/22-5, and 5/22-90 (final citation pending).

325 ILCS 5/, Abused and Neglected Child Reporting Act.

775 ILCS 5/5A-102, Ill. Human Rights Act.

23 Ill.Admin.Code Part 22, Code of Ethics for Ill.~~inois~~ Educators.

Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).

Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 7:20 (Harassment of Students Prohibited)

PRESSPlus Comments

PRESSPlus 1. *Erin's Law*, 105 ILCS 5/10-23.13, amended by P.A. 102-610. **Issue 108, November 2021**

PRESSPlus 2. Sample conduct standards are contained in administrative procedure 5:120-AP2, *Employee Conduct Standards*, available at **PRESS** Online by logging in at www.iasb.com. These items are subjects of mandatory collective bargaining. Consult the board attorney for advice before establishing them. **Issue 108, November 2021**

PRESSPlus 3. 105 ILCS 5/10-23.13(b), amended by P.A. 102-610. **Issue 108, November 2021**

PRESSPlus 4. This definition of *sexual misconduct* is adapted from HB 1975, legislation that did not pass in the first half of the 102nd Ill. General Assembly; however, it includes the results of collaboration to implement some of the recommendations of the *Make Sexual and Severe Physical Abuse Fully Extinct (Make S.A.F.E.) Taskforce* and was endorsed by Stop Educator Sexual Abuse Misconduct & Exploitation (S.E.S.A.M.E.), a national organization working to prevent sexual exploitation, abuse, and harassment of students by teachers and other school staff. See www.sesamenet.org/ for further information.

As of **PRESS** Issue 108's publication, HB 1975 is still pending in the 102nd General Assembly and is expected to become law. Its enactment could close significant legal loopholes related to combating grooming by broadening the definition of grooming prohibited by the Criminal Code of 2012 and authorizing the Ill. Dept. of Children and Family Services to investigate grooming allegations under the Abused and Neglected Child Reporting Act. **Issue 108, November 2021**

PRESSPlus 5. 105 ILCS 5/10-23.13(b), amended by P.A. 102-610. Sample expectations and guidelines are contained in administrative procedure 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*, available at **PRESS** Online by logging in at www.iasb.com. Establishing guidelines specific to #3(a), (b), and (c) is not currently required but is a requirement in HB 1975 (See PRESS Plus Comment 4, above). **Issue 108, November 2021**

PRESSPlus 6. 105 ILCS 5/10-23.13(b), amended by P.A. 102-610. **Issue 108, November 2021**

Document Status: Draft Update

5:125 Personal Technology and Social Media; Usage and Conduct

Definitions

Includes - Means "includes without limitation" or "includes, but is not limited to."

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube.*

Personal technology - Any device that is not owned or leased by the District or otherwise authorized for District use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

Usage and Conduct

All District employees who use personal technology and/or social media shall: [PRESSPlus1](#)

1. Adhere to the high standards for **Professional and Appropriate Conduct** ~~appropriate school relationships~~ required by policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*, at all times, regardless of the ever-changing social media and personal technology platforms available. This includes District employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a District-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting Child Reporting*.
6. Not disclose student record information, including student work, photographs of students, names of students, or any other personally identifiable information about students, in compliance ~~Comply~~ with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or

~~images of students and/or District employees without proper approval.~~ For District employees, proper approval may include implied consent under the circumstances.

7. Refrain from using the District's logos without permission and follow Board policy 5:170, *Copyright*, and all District copyright compliance procedures.
8. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
9. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the District employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
10. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of this policy.

The Superintendent shall:

1. Inform District employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
2. Direct Building Principals to annually:
 - a. Provide their building staff with a copy of this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that ~~no one for~~ neither the District, nor anyone on its behalf, ~~commits requests of an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the Facebook Password Law~~ employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.
5. Periodically review this policy and any procedures with District employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.:

105 ILCS 5/ 21B-75 and 5/ 21B-80.

~~Ill. Human Rights Act,~~ 775 ILCS 5/5A-102, Ill. Human Rights Act.

820 ILCS 55/10, Right to Privacy in the Workplace Act.

~~Code of Ethics for Ill. Educators,~~ 23 Ill.Admin.Code §22.20, Code of Ethics for Ill. Educators.

Garcetti v. Ceballos, 547 U.S. 410 (2006).

Pickering v. High School Dist. 205, 391 U.S. 563 (1968).

Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

~~ADOPTED: January 9, 2017~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to the requirements of districts outlined in 105 ILCS 5/10-23.13 (*Erin's Law*), amended by P.A. 102-610. For more information about *Erin's Law* requirements, see policy 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*. See also the Ethics, Training, and Educator Misconduct bundle in the **PRESS** Issue 108 Update Memo, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

Under "Usage and Conduct" item #6, replace with the following (per recommendation from HLERK):

"Not disclose student record information, including student work, photographs of students, names of students, or any other personally identifiable information about students on a personal social media account, in compliance with policy 5:130, Responsibilities Concerning Internal Information. District employees who post on a professional social media account that speaks on behalf of the District or a District representative in an official capacity—e.g., a coach's, teacher's, or administrator's social media feed about District business—are permitted to post student names, photos, and videos for District promotional purposes, but only to the extent authorized by the students' parent(s)/guardian(s) consistent with applicable student confidentiality laws."

Document Status: Draft Update

5:150 Personnel Records

Please refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance [PRESSPlus1](#)

The Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Superintendent shall: [PRESSPlus2](#)

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to Ill. Dept. of Children and Family Services (DCFS); and
2. Comply with the federal law prohibiting the District from providing a recommendation of employment for an employee, contractor, or agent that District knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law. [PRESSPlus3](#) but the Superintendent or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.

When requested for information about an employee by an entity other than a prospective employer, the District will only confirm position and employment dates unless the employee has submitted a written request to the Superintendent or designee.

Maintenance and Access to Records [PRESSPlus4](#)

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

For employees not covered by this agreement:

The Superintendent or designee shall manage the maintenance of personnel records in accordance with State and federal law and Board of Education policy. Records, as determined by the Superintendent, are retained for all employment applicants, employees, and former employees given the need for the District to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Superintendent.
2. An employee's supervisor or other management employee who has an employment or business-

related reason to inspect the record is authorized to have access.

3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

LEGAL REF.:

20 U.S.C. §7926.

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 46/10, Employment Record Disclosure Act.

820 ILCS 40/, Personal Record Review Act.

23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to District Public Records), 5:90 (Abused and Neglected Child Reporting), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-23.13 (*Erin's Law*), amended by P.A. 102-610. For more information, see the Ethics, Training, and Educator Misconduct bundle in the **PRESS** Issue 108 Update Memo, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 2. Required by the Elementary and Secondary Education Act (ESEA) (20 U.S.C. §7926). On 6-27-2018, the U.S. Dept. of Education issued a *Dear Colleague Letter* stating that school policies must explicitly state this requirement. See the resources portion for the letter at: www2.ed.gov/policy/elsec/leg/essa/index.html.

Consult the board attorney about what “or has probable cause to believe, has engaged in sexual misconduct” means. For guidance, policy 5:90, *Abused and Neglected Child Reporting* defines an “alleged incident of sexual abuse” as an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A, that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity. **Issue 108, November 2021**

PRESSPlus 3. Consult the board attorney in these situations for help about what the superintendent may or may not say. Questions exist whether the superintendent says nothing, provides a neutral reference, or whether a *recommendation* could mean positive or negative statements. **Issue 108, November 2021**

PRESSPlus 4. Subheadings are added for clarity. **Issue 108, November 2021**

Document Status: Draft Update

5:185 Family and Medical Leave

Leave Description

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks each 12-month period, beginning July 1 and ending June 30 of the next year.

Other available paid vacation, personal, or family leave will be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal, or sick leave will be substituted for family and medical leave necessitated by a family member's or employee's own serious health condition. Any substitution required by this policy will count against the employee's family and medical leave entitlement. The District will pay family leave or sick leave only under circumstances permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter,
2. The adoption or foster placement of a child,
3. The serious health condition of an employee's spouse, parent, or child, and
4. The employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4, above, with certain limitations provided by law.

Within 15 calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4, above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the District, they may together take only 12-weeks for family and medical leaves when the reason for the leave is 1 or 2, above, or to care for a sick parent.

Eligibility

To be eligible for family and medical leave, both of the following provisions must describe the employee:

1. The employee is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by the District for at least 12 months ~~(the 12~~

~~months need not be consecutive~~) and have been employed for at least 1,000~~250~~^{PRESSPlus1} hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et seq., or when a written agreement exists concerning the District's intention to rehire the employee.

Notice

If possible, employees must provide at least 30 days' notice to the District of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within two business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Continuation of Health Benefits

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working.

Return to Work

An employee returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

Implementing Procedures

The Superintendent shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act.

LEGAL REF.:

~~Family and Medical Leave Act~~, 29 U.S.C. §2601 et seq., Family and Medical Leave Act, 29 C.F.R. Part 825.

105 ILCS 5/24-6.4.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

~~ADOPTED: January 20, 2015~~

PRESSPlus Comments

PRESSPlus 1. A provision in State law expands eligibility for FMLA leave to school district employees who have been employed by the district for at least 12 months and work 1,000 hours (rather than the federal FMLA's 1,250 hours) in the 12-month period immediately preceding the leave,

which effectively makes more educational support personnel eligible for the leave. 105 ILCS 5/24-6.4, added by P.A. 102-335. **Issue 108, November 2021**

Recommend to approve as written. Changes include:

1) Recognition of 2022 Election Day as a school holiday, 2) designation of Juneteenth (June 19th) as a school holiday, 3) allowing for a shift in evaluation of tenured teachers to once every 3 years if their prior evaluation was Proficient or Excellent.

Big

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 ~~PRESS~~Plus1 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.

Assignments

The Superintendent is authorized to make teaching, study hall, extra class duty, and extracurricular assignments. In order of priority, assignments shall be made based on the District's needs and best interests, employee qualifications, and employee desires.

Also, please refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

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

Please refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

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.:

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 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~~1 et seq.~~

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.: 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

PRESSPlus Comments

PRESSPlus 1. Updated in response to PRESS Advisory Board member feedback regarding the need to comply with the terms of individual employment contracts, in addition to collective bargaining agreement(s) and other legal requirements. **Issue 108, November 2021**

Document Status: Draft Update

5:220 Substitute Teachers

PRESSPlus¹ The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold a valid teaching or substitute certificate and present a certificate of authorization from the Regional Superintendent showing that he or she is approved to substitute teach. Substitute teachers with a substitute certificate may teach only when an appropriate, fully-certificated teacher is unavailable.

A substitute teacher may teach only for a period not to exceed 90 paid school days or 450 paid school hours in any one school district in any one school term. However, a teacher holding an early childhood, elementary, high school, or special certificate may substitute teach for a period not to exceed 120 paid school days or 600 paid school hours in any one school district in any one school term, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

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

Short-Term Substitute Teachers

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

Internal Substitutes Pay

Please refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

LEGAL REF.:

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

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

PRESSPlus Comments

PRESSPlus 1. This policy's content is unique to the district. Please consult the author and the **PRESS** sample available by logging in at www.iasb.com to determine whether changes are necessary. **Issue 108, November 2021**

Document Status: Draft Update

5:250 Leaves of Absence

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

Sick and Bereavement Leave, Sabbatical Leave, Personal Leave, Leave of Absence Without Pay, Maternity/Child-Rearing Leave, Prolonged Illness, and Release Time for Union Officers

Please refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

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. [PRESSPlus1](#)

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. [PRESSPlus2](#)

Child 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 child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member's child, or (3) grieving the death of the staff member's child, without any adverse employment action.

The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. However, in the event of the death of more than one child 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 Child Bereavement Leave Act. This policy does not create any right for an employee to take child bereavement leave that is inconsistent with the Child Bereavement Leave Act.

Leaves for Service in the Military

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

General Assembly

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

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, ~~or Gender Violence~~, or Other Crime of Violence [PRESSPlus3](#)

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, ~~or 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, ~~or 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 without suffering adverse employment action.

The Victims' Economic Security and Safety Act 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, 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.).

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.

LEGAL REF.:

10 ILCS 5/13-2.5.

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.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147/, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

820 ILCS and 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)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/24-6, amended by P.A. 102-275, overturned the Illinois Supreme Court's decision in Dynak v. Bd. of Educ. of Wood Dale Sch. Dist. 7, 164 N.E.3d 1226 (Ill. 2020) (finding that a teacher was not entitled to use 30 days of sick leave for birth consecutively before and after an intervening summer break). It is unclear from the language of the statute if an employee can be prohibited from *intermittent* use of 30 working sick days for birth, e.g., such as taking leave once a week). Consult the board attorney for guidance on this issue. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 3. *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence) or similar provisions of the Criminal Code of 1961. 820 ILCS 180/10(2.5), added by P.A. 102-487. **Issue 108, November 2021**

Document Status: Draft 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 it does not conflict with an applicable collective bargaining agreement or individual contract; 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 will accrue one paid sick leave day per month each year (ex. 12 months employees receive 12 sick days). Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year. This policy is the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a District employee's retirement under the Illinois Municipal Retirement Fund.

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household; or birth, adoption, ~~or~~ 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 30 days for birth~~ 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 chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse, (4) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) 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. [PRESSPlus1](#)

~~The use of paid sick leave~~ For purposes of adoption, or 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 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. [PRESSPlus2](#)

All absences in excess of the allotted sick leave shall be charged against earned vacation, if

applicable, or shall be unpaid days.

Excessive absences without medical justification authorized by a licensed physician may be grounds for termination.

Vacation

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

<u>Length of Employment</u>		<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>		
Beginning of year 1	End of year 9	0.83 Days	10 Days per year
Beginning of year 10	End of year 19	1.25 Days	15 Days per year
Beginning of year 20	End of employment	1.67 Days	20 Days per year

Part-time (12-month) 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.

Requests for vacations shall be submitted through Skyward Employee Access at least five (5) work days prior to the requested vacation days and must be approved by the immediate supervisor. Every effort shall be made to meet the desires of the employees and the needs of the school system in establishing vacation dates. Records of available vacation days will be updated through Employee Access in Skyward.

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 or	Veteran's Day
Presidents' Day	
Casimir Pulaski's Birthday	2022 ²⁰ Election Day PRESSPlus3
Memorial Day	Thanksgiving Day
Juneteenth National Freedom Day PRESSPlus4	Christmas Day
Independence Day	

Twelve (12) month employees are allotted three (3) additional days:

Day after Thanksgiving

Day before or after Christmas

Day before or after New Year's Day

Permanent employees working at least 600 hours per year, will be paid the holidays listed above, based on regular hours worked, providing that said holidays fall during the normal work week and occur during the employees' assigned or contracted work year with the District.

In the event that one of these recognized holidays falls on either a Saturday or Sunday, employees will receive the preceding Friday or following Monday off with pay only if school is not in regular session on those days. If students are in regular attendance, employees will not receive the day off and are expected to be at work; no holiday pay will be provided. If any of the above legal holidays are removed by the Illinois legislature from the required holidays currently observed under the School Code for public schools, employees shall no longer be afforded those paid holidays. Further, if any of the above legal holidays are approved for a requested waiver of mandates by the Board of Education, employees shall not be afforded these holidays.

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 two paid personal leave days 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 two 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 Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

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. Leaves for Service in the Military and General Assembly.
2. Leave for Service in the General Assembly. [PRESSPlus5](#)

3. School Visitation Leave.
4. Leaves for Victims of Domestic Violence, Sexual Violence, ~~or~~ Gender Violence, or Other Crime of Violence. [PRESSPlus6](#)
5. Child Bereavement Leave.
6. Leave to serve as an election judge.

LEGAL REF.:

40 ILCS 5/7-139

105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, Child 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 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/24-6, amended by P.A. 102-275. **Issue 108, November 2021**

PRESSPlus 3. 10 ILCS 5/2A-1.1c, added by P.A. 102-15 and scheduled to be repealed on 1-1-23, requires any school closed on 2022 Election Day to make itself available to an election authority as a polling place on those days. 2020 Election Day remains a holiday listed in 105 ILCS 5/24-2(e), amended by P.A. 102-15, but no longer appears in this policy. **Issue 108, November 2021**

PRESSPlus 4. Updated in response to 5 ILCS 490/63, amended by P.A.s 102-14, eff. 1-1-22, and 102-334 (enacting Juneteenth National Freedom Day on June 19 each year). Note that conflicts related to celebrating Juneteenth when it falls on a Saturday or Sunday exist, e.g., P.A. 102-14 (the controlling Public Act) states "when June nineteenth falls on a Saturday or Sunday, neither the preceding Friday nor the following Monday shall be held or considered as a *paid* holiday" but contrast P.A. 102-334, stating "when June nineteenth falls on a Sunday, the following Monday shall be held and considered the holiday" (notice the word *paid* is missing and it does not address when Juneteenth falls on a Saturday whether Friday is the holiday). Consult the board attorney about whether Juneteenth should be celebrated as an *unpaid holiday* on either the preceding Friday or the following Monday

when it falls on a Saturday or Sunday, respectively, or not at all when it falls on a Saturday. **Issue 108, November 2021**

PRESSPlus 5. Moved from #1, above. Granting General Assembly leave to Educational Support Personnel is optional. **Issue 108, November 2021**

PRESSPlus 6. Updated in response to Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. 102-487. *Other crime of violence* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence) or similar provisions of the Criminal Code of 1961. 820 ILCS 180/10(2.5), added by P.A. 102-487. **Issue 108, November 2021**

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 with accompanying Illinois 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 School Improvement Plans, present them for Board approval, and supervise their implementation.
4. Prepare a school report card, present it at a regular Board meeting, and disseminate it as provided in State law.
5. In accordance with 105 ILCS 5/2-3.153, annually administer a climate survey on the instructional environment within the school to, at minimum, students in grades 4 through 8 and teachers.

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

LEGAL REF.:

105 ILCS 5/2-3.25, 5/2-3.25a, 5/2-3.25b, 5/2-3.25c, 5/2-3.25d-5, 5/2-3.25e-5, 5/2-3.25f, 5/2-3.25f-5, 5/2-3.63, 5/2-3.64a-5, 5/2-3.153, [5/10-17a](#), [PRESSPlus1](#) 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. 105 ILCS 5/10-17a, amended by P.A.s 101-68, 102-294, eff. 1-1-22 (data on the number of incidents of violence that occurred on school grounds or during school-related activities and that resulted in an out-of-school suspension, expulsion, or removal to an alternative setting), 102-594, eff. 7-1-22 (the number of teachers who are National Board Certified Teachers, disaggregated by race and ethnicity), and 102-539 (school report card deliveries delayed until 12-31 in years when the Governor declares a public health emergency). **Issue 108, November 2021**

Document Status: Draft Update

6:20 School Year Calendar and Day

School Calendar

The Board of Education, upon the Superintendent's recommendation and subject to State regulations, annually establishes the dates for opening and closing classes, teacher institutes and in-services, the length and dates of vacations, and the days designated as legal school holidays. The school calendar shall have a minimum of 185 days to ensure 176 days of actual student attendance.

Please also refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

Commemorative Holidays

The teachers and students shall devote a portion of the school day on each commemorative holiday designated in the School Code to study and honor the commemorated person or occasion. The Board may, from time to time, designate a regular school day as a commemorative holiday.

School Day

The Board establishes the length of the school day with the recommendation of the Superintendent and subject to State law requirements. The Superintendent or designee shall ensure observances required by State law are followed during each day of school attendance.

Please also refer to the current Agreement between the Board of Education School District No. 38, Lake County, Illinois and the Big Hollow Federation of Teachers, a Council of the Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO.

LEGAL REF.:

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.56, 5/10-24.46, 5/10-30, 5/18-12, 5/18-12.5, 5/24-2, 5/27-3, 5/27-18, 5/27-19, 5/27-20, 5/27-20.1, 5/27-20.2, and 20/1.

10 ILCS 5/11-4.1.

5 ILCS 490/, State Commemorative Dates Act. [PRESSPlus1](#)

23 Ill.Admin.Code §1.420(f).

Metzl v. Leininger, 850 F.Supp. 740 (N.D. Ill. 1994), *aff'd* by 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:200 (Terms and Conditions of Employment and Dismissal), 5:330 (Sick Days, Vacation, Holidays, and Leaves); 6:60 (Curriculum Content), 6:70 (Teaching About Religions), 7:90 (Release During School Hours)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: Draft Update

6:50 School Wellness

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

The Superintendent will ensure:

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

Goals for Nutrition Education and Nutrition Promotion

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

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

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See Board policies 6:60, *Curriculum Content* and Board policy 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See Board policies 6:60, *Curriculum Content* [PRESSPlus1](#) and Board policy 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 Illinois State Board of Education (ISBE).

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

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

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

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

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

Exempted Fundraising Day (EFD) Requests

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

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

Guidelines for Reimbursable School Meals

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

Unused Food Sharing Plan [PRESSPlus2](#)

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. [PRESSPlus3](#)
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. [PRESSPlus4](#)
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District's community. Properly means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

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

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

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

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*. As necessary, the Superintendent or designee will convene a Wellness Committee with at least one representative from each of the listed groups.

Community Involvement

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

Recordkeeping

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

LEGAL REF.:

~~Child Nutrition and WIC Reauthorization Act of 2004~~, Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

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

~~National School Lunch Act~~, 42 U.S.C. §1751 et seq., National School Lunch Act.

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

42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

~~Local Records Act~~, 50 ILCS 205/ Local Records Act.

105 ILCS 5/2-3.139.

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. Policy 6:50's sample text is based upon federal and State *goals* while sample policy 6:60, *Curriculum Content*'s text is based only upon State curriculum requirements that require a minimum of three days of physical education per five-day week (with an exception for schools engaged in block scheduling). Ensure the text in this policy's goal aligns with the district's practice stated in policy 6:60 for meeting the minimum requirements of 23 Ill.Admin.Code §1.425(b). If the board adopts changes to this policy's goal, enter the change, and use the save status "Adopted with Additional District Edits." **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/2-3.182, added by P.A. 102-359. Food sharing plans will depend on many local factors and require local health department involvement, so because of that, a sample **PRESS** administrative procedure is not practical and does not exist. **Issue 108, November 2021**

PRESSPlus 3. *Needy students* is not defined by 105 ILCS 5/2-3.182, added by P.A. 102-359. **Issue 108, November 2021**

PRESSPlus 4. Required for districts that participate in child nutrition programs, the National School Lunch Program and National School Breakfast Program, the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP). See 105 ILCS 5/2-3.182, added by P.A. 102-359. Delete number 3 *only if* the district participates in none of the programs listed. **Issue 108, November 2021**

Document Status: Draft Update

6:60 Curriculum Content

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

1. In each grade, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of opioid abuse. [PRESSPlus1](#) 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. [PRESSPlus2](#) Before the completion of grade 5, students will be offered at least one unit of cursive instruction. Beginning with the 2020-2021 school year, In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 7 and 8, as well as in interscholastic athletic programs, steroid abuse prevention must be taught.
3. In kindergarten through grade 8, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence. In addition, anti-bias education and intergroup conflict resolution may be taught as an effective method for preventing violence and lessening tensions in schools; these prevention methods are most effective when they are respectful of individuals and their divergent viewpoints and religious beliefs, which are protected by the First Amendment to the Constitution of the United States. [Q1](#)
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. [PRESSPlus3](#)
6. In all grades, character education must be taught including respect, responsibility, fairness, caring, trustworthiness, and citizenship in order to raise students' honesty, kindness, justice, discipline, respect for others, and moral courage. Instruction in all grades will include educating students about behaviors that violate policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.
7. In all schools, citizenship values must be taught, including: (a) American patriotism, (b) democratic 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) freedom, justice, and equality, [PRESSPlus4](#) (c) proper use and display of the American flag, (d) the Pledge of Allegiance, and (e) the voting process.
8. In all grades, physical education must be taught including a developmentally planned and

sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage with such frequency as determined by the Board, but at a minimum of three days per five-day week [PRESSPlus5](#), during the school day, except on block scheduled days, in a physical education course. For exemptions and substitutions, see policy 7:260, *Exemption from Physical Education*.

9. In all schools, health education must be stressed, including: [PRESSPlus6](#) (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 PRESSPlus7](#) sexual abuse and assault awareness and prevention education in all grades. [PRESSPlus8](#) The Superintendent shall implement a comprehensive health education program in accordance with State law. [Q2](#)
10. In all schools, career/vocational education must be taught, including: (a) the importance of work, (b) the development of basic skills to enter the world of work and/or continue formal education, (c) good work habits and values, (d) the relationship between learning and work, and (e) if possible, a student work program that provides the student with work experience as an extension of the regular classroom. A career awareness and exploration program must be available at all grade levels.
11. In all schools, conservation of natural resources must be taught, including: (a) home ecology, (b) endangered species, (c) threats to the environment, and (d) the importance of the environment to life as we know it.
12. In all schools, 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, [and \(g\) 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.](#) [PRESSPlus9](#)

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

13. In grade 7 and all high school courses concerning U.S. history or a combination of U.S. history and American government, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.
14. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the Holocaust and crimes of genocide, including Nazi atrocities of 1933-1945, Armenian Genocide, the Famine-Genocide in Ukraine, and more recent atrocities in Cambodia, Bosnia, Rwanda, and Sudan.
15. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the history, struggles, and contributions of women.

16. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on Black History, including the history of the pre-enslavement of Black people from 3,000 BCE to AD 1619, the African slave trade, slavery in America, the study of the reasons why Black people came to be enslaved, and 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. [PRESSPlus10](#)
17. In all schools, instruction during courses as determined by the Superintendent or designee on disability history, awareness, and the disability rights movement.
18. Beginning in the fall of 2022, in all schools, instruction as determined by the Superintendent or designee on the events of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States. [PRESSPlus11](#)
19. In kindergarten through grade 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

LEGAL REF.:

Pub. L. No. 108-447, Section 111 of Division J, Consolidated Appropriations Act of 2005.

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

47 C.F.R. §54.520.

5 ILCS 465/3 and 465/3a.

20 ILCS 2605/2605-480.

105 ILCS 5/2-3.80(e) and (f), 5/10-20.73 (final citation pending), 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, 5/27-20.08, 5/27-13.2, 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, 5/27-24.1, and 5/27-24.2.

105 ILCS 435/, and 110/3, Comprehensive Health Education Program.

105 ILCS 435/, Vocational Education Act.

625 ILCS 5/6-408.5, III. 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)

Questions and Answers:

***Required Question 1. 105 ILCS 5/27-23.6 entitled *Anti-bias education* allows districts to incorporate activities to address intergroup conflict, with the objectives of improving intergroup relations on and beyond the school campus, defusing intergroup tensions, and promoting peaceful resolution of conflict.

Boards that adopt a policy to incorporate activities to address anti-bias education and intergroup conflict pursuant to this law must make information available to the public that describes the manner in which the district has implemented the activities. Methods for making this information available include: the district's website, if any, and in the district's offices upon request. See 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, available at **PRESS** Online by logging in at www.iasb.com. Districts may also include the information in a student handbook and in district newsletters. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH), at: www.ilprincipals.org/resources/model-student-handbook.

Does the District provide anti-bias education and intergroup conflict resolution?

☒ Yes (default)

☐ No (IASB will remove the sentence regarding anti-bias education and intergroup conflict resolution from policy 6:60. If the Board has adopted policy 6:180, IASB will also remove Anti-bias education and intergroup conflict resolution from its list of extended instructional programs.)

***Required Question 2. The repealed family life and sex education programs (105 ILCS 5/27-9.1 and 5/27-9.2, amended by P.A. 102-522) were replaced with the National Sex Education Standards (NSES) (105 ILCS 5/27-9.1a, added by P.A. 102-522) and a developmentally appropriate consent education curriculum (105 ILCS 5/27-9.1b, added by P.A. 102-522). But at the time of **PRESS** Issue 108's publication, the term *family life*, "including evidence-based and medically accurate information regarding sexual abstinence," remained in the Comprehensive Health Education Program (CHEP) (105 ILCS 110/3, amended by P.A. 102-464). The CHEP also includes many other health education topics that all elementary and secondary schools in Illinois must provide, including *teen dating violence* (105 ILCS 110/3.10, see 7:185, *Teen Dating Violence Prohibited*, for the required "teen dating violence policy") and cardiopulmonary resuscitation and automated external defibrillator use. For ease of administration, 6:60-AP1, *Comprehensive Health Education Program*, content includes reference to the new NSES curriculum that is outlined in more detail at 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*. 105 ILCS 5/27-9.1a, added by P.A. 102-522. While the NSES law is effective immediately, ISBE has until 8-1-22 to develop its learning standards and resources, and at the time of **PRESS** Issue 108's publication, no guidance existed about whether districts that provide the now-repealed family life and sex education programs formerly in 105 ILCS 5/27-9.1 and 9.2, repealed by P.A. 102-522, may continue to do so for: (a) their 21-22 school years, and/or (b) continuing into the 22-23 school year and subsequent school years. Consult the board attorney if the district offered the now-repealed family life and sex education program to assess whether that program may continue during the 21-22 school and/or school years beyond.

Two choices exist for school boards related to providing students with a sex education curriculum:

1. No sex education; or
2. NSES a/k/a Comprehensive Personal Health and Safety and Sexual Health Education Program (105 ILCS 5/27-9.1a, added by P.A. 102-522, and see 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards*

(NSES))).

While boards are not required to include sex education curriculum information in their policies, if they offer it, the new law requires them to identify the curriculum their district uses along with the name and contact information, including an email address, of a school staff member who can respond to inquiries about instruction and materials. 105 ILS 5/27-9.1a(e), added by P.A. 102-522. Methods for making this information available include: the district's website, if any, and in the district's offices upon request. See 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, available at **PRESS** Online by logging in at www.iasb.com.

If NSES is offered, ensure that the superintendent implements both 6:60-AP1, *Comprehensive Health Education Program*, and 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*.

If developmentally appropriate consent education curriculum pursuant to 105 ILCS 5/27-9.1b is offered, ensure that implementation of 6:60-AP3, *Developmentally Appropriate Consent Education*, aligns with this policy.

Enter the board's choice below regarding communication to their communities in this policy about the sex education curriculum offered by the district:

- ☐ The Board does not offer NSES or developmentally appropriate consent education. (No change to the policy.)
- ☐ The Board offers NSES and/or developmentally appropriate consent education, but the Board will not communicate the curriculum chosen in this policy. (No change to the policy.)
- ☐ The Board offers National Sex Education Standards (NSES) curriculum, and the Board would like to communicate that in this policy. (IASB will add the following sentence: The Superintendent shall implement a comprehensive health education program in accordance with State law, including a personal health and safety and sexual health education program (National Sex Education Standards) pursuant to 105 ILCS 5/27-9.1a.)
- ☐ The Board offers National Sex Education Standards (NSES) curriculum and developmentally appropriate consent education curriculum, and the Board would like to communicate both in this policy. (IASB will add the following sentences: The Superintendent shall implement a comprehensive health education program in accordance with State law, including a personal health and safety and sexual health education program (National Sex Education Standards) pursuant to 105 ILCS 5/27-9.1a. The Superintendent shall also implement a developmentally appropriate consent education curriculum pursuant to 105 ILCS 5/27-9.1b.)
- ☒ The Board either does not offer NSES, or offers NSES but does not want to communicate that in this policy, but the Board does offer developmentally appropriate consent education curriculum and wants to communicate it in this policy. (IASB will add the following sentence: The Superintendent shall implement a comprehensive health education program in accordance with State law, including a developmentally appropriate consent education curriculum pursuant to 105 ILCS 5/27-9.1b.)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/27-13.2, amended by P.A. 102-195, which requires that in addition to instruction, study, and discussion of effective methods for the prevention and avoidance of drugs and substance abuse, the subject must also cover the dangers of opioid abuse. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/27-6.3, added by P.A. 102-357. Schools must provide at least 30 minutes of play time for any school day five clock hours or longer in length. For any school days less than that, the total time allotted during the school day must be at least one-tenth of a day of attendance for the student. Time spent dressing or undressing for outdoor play may not count towards the daily time allotment. Play time must be computer-, tablet-, phone-, and video-free. Play time may be withheld as a disciplinary or punitive action only if a student's participation poses an immediate threat to the safety of the student or others. **Issue 108, November 2021**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-20.73 (final citation pending), 5/10-20.74, and 5/27-22(e)(3.5), added by P.A. 101-654. 105 ILCS 5/10-20.74, added by P.A. 101-654, requires that districts submit an annual report to ISBE regarding educational technology capacities and policies. See the subhead **Educational Technology Committee** and footnote 20 in 2:150-AP, *Superintendent Committees*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 4. Updated to align with Illinois statute. **Issue 108, November 2021**

PRESSPlus 5. Boards that want their daily physical education requirement to align with their goal in policy 6:50, School Wellness, may replace "minimum of three days per five-day week" with their local daily requirements. If the board adopts changes to this policy's physical education requirement, enter the change, and use the save status "Adopted with Additional District Edits." **Issue 108, November 2021**

PRESSPlus 6. Required by the Comprehensive Health Education Program law (105 ILCS 110/3). More detailed critical health problems and comprehensive health education program content is described in administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 7. *Evidence-informed per Erin's Law* means modalities that were created utilizing components of evidence-based treatments or curriculums. 105 ILCS 5/10-23.13(a), added by P.A. 102-610. Contrast with National Sex Education Standards (NSES) at 105 ILCS 5/27-9.1a(a), added by P.A. 102-552, which defines an *evidence-informed program* as "a program that uses the best available research and practice knowledge to guide program design and implementation." **Issue 108, November 2021**

PRESSPlus 8. 105 ILCS 110/3 and 105 ILCS 5/10-23.13, amended by P.A. 102-610 a/k/a *Erin's Law* (child sexual abuse prevention). While 105 ILCS 5/10-23.13(b) states pre-K through 12th, this policy uses *all grades* for brevity and ease of administration. *Erin's Law* requires a policy addressing child sexual abuse prevention and curriculum content on that subject (see policy 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*). A sentence in 6:60-AP1, *Comprehensive Health Education Program*, restates the basic recommendations from page 16 of the *Erin's Law* Taskforce Final Report (Report) to Governor Quinn at: www.isbe.net/Documents/erins-law-final0512.pdf, which was the basis for HB 1975 text, which did not pass in the first half of the 102nd Ill. General Assembly but is used as the basis for sample content to implement P.A. 102-610 due to that Public Act's vagueness. The professional educator training component of *Erin's Law* is addressed in policies 5:90, *Abused and Neglected Child Reporting* and 5:100, *Staff Development*

Program. The Report also encouraged parental involvement because parents play a key role in protecting children from child sexual abuse. **Issue 108, November 2021**

PRESSPlus 9. Updated in response to 105 ILCS 5/27-21, amended by P.A. 102-411. **Issue 108, November 2021**

PRESSPlus 10. Updated in response to 105 ILCS 5/27-20.4, amended by P.A. 101-654. **Issue 108, November 2021**

PRESSPlus 11. Updated in response to 105 ILCS 5/27-20.8, added by P.A. 102-44. The regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate] will monitor districts' compliance with this law during the annual compliance review visits. Districts may meet this law's requirements through online programs or courses. **Issue 108, November 2021**

Document Status: Draft Update

6:120 Education of Children with Disabilities

The District shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages 3 and 21

(inclusive) [PRESSPlus1](#) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed.

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA, but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardian(s), and representation by counsel, and a review procedure.

The District may maintain membership in one or more cooperative associations of school districts that shall assist the School District in fulfilling its obligations to the District's disabled students with disabilities.

If necessary, students may also be placed in nonpublic special education programs or education facilities.

LEGAL REF.:

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

42 U.S.C. §12101 et seq., Americans With Disabilities Act.

[34 C.F.R. Part 106](#).

34 C.F.R. [§Part 300](#).

105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

23 Ill.Admin.Code Part 226.

CROSS REF.: 2:150 (Committees), 7:230 (Misconduct by Students with Disabilities)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/14-6.01 states that high school districts are financially responsible for the education of children with disabilities who reside in their districts when such children reach age 15, but they may admit children with disabilities into special education facilities without regard to graduation from the eighth grade after they reach age 14 ½. When a child with a disability turns 14 ½ years old, it is the elementary school district's responsibility to notify the high school district of the child's current eligibility, program, and evaluation data upon which the current program is based. **Issue 108, November 2021**

Document Status: Draft Update

6:135 Accelerated Placement Program

The District provides an Accelerated Placement Program (APP). The APP advances the District's goal of providing educational programs with opportunities for each student to develop to his or her maximum potential. The APP provides an educational setting with curriculum options usually reserved for students who are older or in higher grades than the student participating in the APP. APP options include, but may not be limited to: (a) accelerating a student in a single subject; (b) other grade-level acceleration; and (c) early entrance to kindergarten or first grade. Participation in the APP is open to all students who demonstrate high ability and who may benefit from accelerated placement. It is not limited to students who have been identified as gifted and talented. Eligibility to participate in the District's APP shall not be conditioned upon the protected classifications identified in Board policy 7:10, *Equal Educational Opportunities*, or any factor other than the student's identification as an accelerated learner.

The Superintendent or designee shall implement an APP that includes:

1. Decision-making processes that are fair, equitable, and involve multiple individuals, including the student's parent(s)/guardian(s);
2. Notification processes that notify a student's parent(s)/guardian(s) of a decision affecting a student's participation in the APP; ~~and~~
3. Assessment processes that include multiple valid, reliable indicators; ~~and~~
4. By the fall of 2023, the automatic enrollment, in the following school term, of a student into the next most rigorous level of advanced coursework offered by the high school if the student meets or exceeds State standards in English language arts, mathematics, or science on a State assessment administered under 105 ILCS 5/2-3.64a-5, as follows:[PRESSPlus1](#)
 - a. A student who meets or exceeds State standards in English language arts shall be automatically enrolled into the next most rigorous level of advanced coursework in English, social studies, humanities, or related subjects.
 - b. A student who meets or exceeds State standards in mathematics shall be automatically enrolled into the next most rigorous level of advanced coursework in mathematics.
 - c. A student who meets or exceeds State standards in science shall be automatically enrolled into the next most rigorous level of advanced coursework in science.

The Superintendent or designee shall annually notify the community, parent(s)/guardian(s), students, and school personnel about the APP, the process for referring a student for possible evaluation for accelerated placement, and the methods used to determine whether a student is eligible for accelerated placement, including strategies to reach groups of students and families who have been historically underrepresented in accelerated placement programs and advanced coursework.[PRESSPlus2](#) Notification may: (a) include varied communication methods, such as student handbooks and District or school websites; and (b) be provided in multiple languages, as appropriate.

LEGAL REF.:

105 ILCS 5/14A.

23 Ill.Admin.Code Part 227, Gifted Education.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools)

PRESSPlus Comments

PRESSPlus 1. Required by 105 ILCS 5/14A-32(a-5), added by P.A. 101-654 and amended by P.A. 102-209, for all districts, including elementary-only districts. Though not explained in the statute, this is likely because State assessments in English language arts, mathematics, and science are required in grades 3 through 8 (105 ILCS 5/2-3.64a-5) and a student's State assessment results may place the student in high school courses. Consult the board attorney about practical implementation issues for an elementary school district, e.g., what to do if the elementary school district does not have a program for students to enroll in high school courses (If the Board has not adopted policy 6:315, *High School Credit for Students in Grade 7 or 8*, the sample can be found at **PRESS** Online by logging in at www.iasb.com.), or if the elementary school district would like to offer advanced coursework not offered by the high school.

A district must provide the parents/guardians of a student eligible for automatic enrollment with the option to instead enroll in alternative coursework that better aligns with the student's postsecondary education or career goals. For a student entering grade 12, the next most rigorous level of advanced coursework in English language arts or mathematics must be a *dual credit course* (as defined in the Dual Credit Quality Act, 110 ILCS 27/5), an *Advanced Placement course* (as defined in the College and Career Success for All Students Act, 105 ILCS 302/10), or an International Baccalaureate course. The same is true for all other subjects, except that the next most rigorous level of advanced coursework may also include an honors class, an enrichment opportunity, a gifted program, or another program offered by the district. 105 ILCS 5/14A-32(a-5), added by P.A. 101-654 and amended by P.A. 102-209. See 6:135-AP, *Accelerated Placement Program Procedures*, at **PRESS** Online. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/14A-32(b)(1), amended by P.A. 101-654, permits, but does not require this notification. **Issue 108, November 2021**

Document Status: Draft Update

6:180 Extended Instructional Programs

The District may offer the following programs in accordance with State law and the District's educational philosophy:

1. Nursery schools for children between the ages of 2 and 6 years.
2. Before-and after-school programs for students in grades K-6.
3. Child care and training center for pre-school children and for students whose parents work.
4. Model day care services program in cooperation with the State Board of Education.
5. Tutorial program.
6. Adult education program.
7. Outdoor education program.
8. Summer school, whether for credit or not.
9. Independent study, whether for credit or not.
10. Support services and instruction for students who are, or whose parents/guardians are, chemically dependent.
11. Anti-bias education PRESSPlus1 and a activities to address intergroup conflict resolution.
12. Volunteer service credit program.
13. Vocational academy.

LEGAL REF.:

105 ILCS 5/10-22.18a, 5/10-22.18b, 5/10-22.18c, 5/10-22.20, 5/10-22.20a, 5/10-22.20b, 5/10-22.20c, 5/10-22.29, 5/10-22.33A, 5/10-22.33B, 5/10-23.2, 5/27-22.1, 5/27-22.3, 5/27-23.6.

105 ILCS 110/3, Comprehensive Health Education Program. and

105 ILCS 433/, Vocational Academies Act.

ADOPTED: November 13, 2017

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/27-23.6 entitled *Anti-bias education* allows districts to incorporate activities to address intergroup conflict resolution, with the objectives of improving intergroup relations on and beyond the school campus, defusing intergroup tensions, and promoting peaceful resolution of conflict.

Boards that adopt a policy to incorporate activities to address anti-bias education and intergroup conflict resolution pursuant to this law must make information available to the public that describes the manner in which the district has implemented the activities. Methods for making this information available include: the district's website, if any, and in the district's offices upon request. See 2:250-

E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, available at **PRESS** Online by logging in at www.iasb.com. Districts may also include the information in a student handbook and in district newsletters. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH), at: www.ilprincipals.org/resources/model-student-handbook.

See policy 6:60's PRESS Plus Question 1. If the Board answers No, to indicate that the District does not provide anti-bias education, IASB will remove "Anti-bias education and activities to address intergroup conflict resolution." from this policy.

Consult the board attorney if the district wishes to offer intergroup conflict resolution separately; it is unclear whether these topics may be offered separately because the law lists them together. **Issue 108, November 2021**

Document Status: Draft Update

6:220 Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct

The Superintendent or designee shall establish a *Bring Your Own Technology* (BYOT) *Program*. The program will:

1. Promote educational excellence by facilitating resource sharing, innovation, and communication to enhance (a) technology use skills; (b) web-literacy and critical thinking skills about Internet resources and materials, including making wise choices; and (c) habits for responsible digital citizenship required in the 21st century.
2. Provide sufficient wireless infrastructure within budget parameters.
3. Provide access to the Internet only through the District's electronic networks.
4. Identify approved BYOT devices and what District-owned technology devices may be available; e.g., laptops, tablet devices, E-readers, and/or smartphones.
5. Align with Board policies 4:140, *Waiver of Student Fees*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; 5:125, *Personal Technology and Social Media; Usage and Conduct*; 5:170, *Copyright*; 6:120, *Education of Children with Disabilities*; 6:235, *Access to Electronic Networks*; 7:140, *Search and Seizure*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:190, *Student Behavior*; and 7:340, *Student Records*; and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*. [PRESSPlus1](#)
6. Provide relevant staff members with BYOT professional development opportunities, including the provision of:
 - a. Classroom management information about issues associated with the program, e.g., technical support, responsible use, etc.;
 - b. A copy of or access to this policy and any building-specific rules for the program;
 - c. Additional training, if necessary, about 5:170, *Copyright*; and
 - d. Information concerning appropriate behavior of staff members as required by State law and policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
7. Provide a method to inform parents/guardians and students about this policy.
8. Include the program in the annual report to the Board as required under policy 6:10, *Education Philosophy and Objectives*.

The District reserves the right to discontinue its BYOT program at any time. The District does not provide liability protection for BYOT devices, and it is not responsible for any damages to them.

Responsible Use

The District recognizes students participating in the program as responsible young adults and holds high expectations of their conduct in connection with their participation in the program. Teachers may encourage students to bring their own devices as supplemental in-class materials when: (a) using the devices will appropriately enhance, or otherwise illustrate, the subjects being taught; (b) the Building Principal has approved their use and found that their use is age-appropriate; and (c) the student's

parent/guardian has signed the *Bring Your Own Technology (BYOT) Program Participation Authorization and Responsible Use Agreement Form*. A student's right to privacy in his or her device is limited; any reasonable suspicion of activities that violate law or Board policies will be treated according to policy 7:140, *Search and Seizure*.

Responsible use in the program incorporates into this policy the individual's *Acceptable Use of Electronic Networks* agreement pursuant to policy 6:235, *Access to Electronic Networks*. Responsible use also incorporates the established usage and conduct rules in policy 5:125, *Personal Technology and Social Media*; *and Personal Technology; Usage and Conduct*, for staff and 7:190, *Student Behavior* for students. Failure to follow these rules and the specific BYOT program student guidelines may result in: (a) the loss of access to the District's electronic network and/or student's BYOT privileges; (b) disciplinary action pursuant to 7:190, *Student Behavior*; 7:200, *Suspension Procedures*; or 7:210, *Expulsion Procedures*; and/or (c) appropriate legal action, including referrals of suspected or alleged criminal acts to appropriate law enforcement agencies.

LEGAL REF.:

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

Enhancing Education Through Technology Act, 20 U.S.C §6751 *et seq.*

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6508.

16 C.F.R. Part 312, Children's Online Privacy Protection Rule.

105 ILCS 5/10-20.28.

CROSS REF.: 1:30 (School District Philosophy), 4:140 (Waiver of Student Fees), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:170 (Copyright), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:120 (Education of Children with Disabilities), 6:210 (Instructional Materials), 6:235 (Access to Electronic Networks), 7:140 (Search and Seizure), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment) 7:190 (Student Behavior), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. Policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, requires districts to comply with the Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, amended by P.A. 101-516; see also 23 Ill.Admin.Code Part 380. Implementation of a BYOT program does not exempt a district from complying with SOPPA's contractual and security mandates, including implementation and maintenance of reasonable security procedures and practices designed to protect student's *covered information*. Reasonable security practice guidance adopted by the Ill. State Board of Education recommends, in part, that districts create a separate wireless network for personal or untrusted devices. **Issue 108, November 2021**

Document Status: Draft Update

6:340 Student Testing and Assessment Program

The District student assessment program provides information for determining individual student achievement and instructional needs, curriculum and instruction effectiveness, and school performance measured against District student learning objectives and statewide norms.

The Superintendent or designee shall manage the student assessment program that, at a minimum:

1. Administers to students all standardized assessments required by the Ill. State Board of Education (ISBE) and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests.
2. Informs students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.

Overall student assessment data on tests required by State law will be aggregated by the District and reported, along with other information, on the District's annual report card. All reliable assessments administered by the District and scored by entities outside of the District must be (1) reported to ISBE on its form by the 30th day of each school year, and (2) made publicly available to parents/guardians of students. Board policy 7:340, *Student Records*, and its implementing procedures govern recordkeeping and access issues.

LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act.

105 ILCS 10/, Illinois School Student Records Act.

105 ILCS 5/2-3.63, 5/2-3.64a-5, 5/2-3.64a-10, 5/2-3.107, 5/2-3.153, 5/10-17a, 5/22-82, and 5/27-1.

23 Ill. Admin. Code §1.30(b) and § 375.10. [PRESSPlus1](#)

CROSS REF.: 6:15 (School Accountability), 6:280 (Grading and Promotion), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: Draft Update

7:10 Equal Educational Opportunities

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

Sex Equity

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

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

Administrative Implementation

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

LEGAL REF.:

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

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

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

Ill. Constitution, Art. I, §18.

105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60, 5/10-20.63 (P.A.s 100-29 and 100-163, final citations pending), PRESSPlus1 5/10-22.5, and 5/27-1.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

775 ILCS 35/5, Religious Freedom Restoration Act.

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:330 (Student Use of Buildings - Equal Access), 7:340 (Student Records), 8:20 (Community Use of School Facilities)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: Draft Update

7:20 Harassment of Students Prohibited

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

Sexual Harassment Prohibited

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

Making a Report or Complaint

Students are encouraged to promptly report claims or incidences of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the student is comfortable speaking. A student may choose to report to an employee of the student's same gender.

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

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:

Robert B. Gold, Superintendent

26051 W. Nippersink Rd., Ingleside, IL 60041

bobgold@bighollow.us

847.740.1490

Complaint Managers:

Matthew McCulley

26051 W. Nippersink Rd., Ingleside, IL 60041

mmculley@bighollow.us

847.740.1490

Christine Arndt

26051 W. Nippersink Rd., Ingleside, IL 60041

christinearndt@bighollow.us

847.740.1490

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

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

Investigation Process

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

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

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

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

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

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

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

Enforcement

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

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Sexual Harassment Grievance Procedure*).

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

LEGAL REF.:

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

105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, [PRESSPlus1](#) 5/27-1, and 5/27-23.7.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

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

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

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

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: 5-Year-Review - Needs Review

7:30 Student Assignment

The Superintendent or designee shall assign students to classes. Homeless children shall be assigned according to Board policy 6:140, *Education of Homeless Children*.

LEGAL REF.:

105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.: 4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children)

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** [PRESSPlus1](#) 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 **Power of Attorney 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 **60 days** **six months** [PRESSPlus2](#) 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.

Admission of Nonresident Students Pursuant to an Agreement or Order

Nonresident students may attend District schools tuition-free whenever any State or federal law or a court order mandates the acceptance of a nonresident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency. Board 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 **non-resident** student **is** attending **school on a tuition-free basis** **is a nonresident of the** District **for whom tuition is required to be charged** **school**, 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 ~~and immediately begin proceedings to ban the student from future attendance.~~ [PRESSPlus3](#) 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.:

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

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

105 ILCS 45/, Education for Homeless Children Act ~~and 70/.~~

105 ILCS 70/, Educational Opportunity for Military Children Act.

23 Ill.Admin.Code §1.240.

Israel S. by Owens v. Board of Educ. of Oak Park and River Forest High Sch., 200, 604 N.E.2d 1264 235 Ill.App.3d 652 (Ill.App.1, 5th Dist. 1992).

Joel R. v. Board of Education of Manheim School District 83, 686 N.E.2d 650 292 Ill.App.3d 607 (Ill.App.1, 1st Dist. 1997).

Kraut v. Rachford, 366 N.E.2d 497 51 Ill.App.3d 206 (Ill.App.1, 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)

~~ADOPTED: January 9, 2017~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to a five-year review. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/10-22.5a(a-5), amended by P.A. 102-126. **Issue 108, November 2021**

PRESSPlus 3. Updated in response to a five-year review. **Issue 108, November 2021**

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, [PRESSPlus1](#) 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), [PRESSPlus2](#) observance of a religious holiday, death in the immediate family, 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. [PRESSPlus3](#)

Absenteeism and Truancy Program

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

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

attendance problem.

7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to: [PRESSPlus4](#)
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.

LEGAL REF.:

105 ILCS 5/26-1 through [186](#).

705 ILCS 405/3-33.5, Juvenile Court Act of 1987.

23 Ill.Admin.Code §§1.242 and 1.290.

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/26-1, amended by P.A. 102-406, which prohibits schools from requiring students excused for religious reasons to submit a written excuse after returning to school. **Issue 108, November 2021**

PRESSPlus 2. 105 ILCS 5/26-1 and 5/26-2a, amended by P.A.s. 102-266 and 102-321. A student may be absent for mental or behavioral health for up to five days without providing a medical note, and the student must be given an opportunity to make up any missed school work. *Medical note* is not defined, but the same portion of the statute discusses a student's inability to attend school due to a disability being certified by an Illinois licensed physician, chiropractic physician, advanced practice registered nurse, or physician assistant; presumably any of these individuals could provide a *medical note*. After the second mental health day used, the student may be referred to the appropriate school support personnel. See policy 7:250, *Student Support Services*. **Issue 108, November 2021**

PRESSPlus 3. 105 ILCS 5/10-20.73 (final citation pending), added by P.A. 102-471, requires a written policy related to absences and missed homework or classwork assignments as a result of or related to a student's pregnancy. It makes sense to apply such a policy to all students who are absent for a valid cause. **Issue 108, November 2021**

PRESSPlus 4. 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-157, requires the incorporation of provisions relating to chronic absenteeism in accordance with 105 ILCS 5/26-18. 105 ILCS 5/26-18 requires districts to collect and review chronic absence data and determine what systems of support and resources are needed to engage chronically absent students and their families to encourage the habit of daily attendance and promote success. 105 ILCS 5/26-18(c). **Issue 108, November 2021**

Document Status: Draft Update

7:80 Release Time for Religious Instruction/Observance

A student shall be released from school, as an excused absence, because of religious reasons, including to observe a religious holiday, or for religious instruction, or because the student's religion forbids secular activity on a particular day(s) or time of day. The student's parent/guardian must give written notice to the Building Principal at least five calendar days before the student's anticipated absence(s). ~~This notice shall satisfy the District's requirement for a written excuse when the student returns to school.~~ [PRESSPlus1](#)

The Superintendent or designee shall develop and distribute to teachers appropriate procedures regarding student absences for religious reasons ~~and include a list of religious holidays on which a student shall be excused from school attendance,~~ including how teachers are notified of a student's impending absence, and the State law requirement that teachers provide the student with an equivalent opportunity to make up any examination, study, or work requirement.

LEGAL REF.:

~~Religious Freedom Restoration Act, 775 ILCS 35/.~~

105 ILCS 5/26-1 and 5/26-2b.

775 ILCS 35/, Religious Freedom Restoration Act.

CROSS REF.: 7:70 (Attendance and Truancy)

~~ADOPTED: October 11, 2017~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/26-1, amended by P.A. 102-406. Schools cannot require students who are excused for religious reasons to submit a written excuse after returning to school. **Issue 108, November 2021**

Document Status: Draft Update

7:150 Agency and Police Interviews

The Superintendent shall develop procedures to manage requests by agency officials or police officers to interview students at school. Procedures will:

1. Recognize individual student rights and privacy,
2. Recognize the potential impact an interview may have on an individual student,
3. Minimize potential disruption,
4. Foster a cooperative relationship with public agencies and law enforcement, and
5. Comply with State law including, but not limited to, ensuring that before a law enforcement officer, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Superintendent or designee will:
 - a. Notify or attempt to notify the student's parent/guardian and document the time and manner in writing;
 - b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, ~~guidance~~ [PRESSPlus1](#) counselor, or any other mental health professional) are present during the questioning; and
 - c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.

LEGAL REF.:

105 ILCS 5/10-20.64, 5/22-88.5 (~~final citation pending~~)

55 ILCS 80/, Children's Advocacy Center Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/31-1 et seq., Interference with Public Officers Act.

725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

PRESSPlus Comments

PRESSPlus 1. Updated in response to P.A. 102-197, changing the term *school guidance counselor* to *school counselor* to clarify that a school counselor's role is broader than the role of a school guidance counselor. School counselors have a licensed school support personnel endorsement, and

the role of a school counselor includes academic, social-emotional, and college and career counseling. **Issue 108, November 2021**

Document Status: Draft Update

7:160 Student Appearance

A student's appearance, including dress and hygiene grooming, must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, and safety, and decency. 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. [PRESSPlus1 Q1](#) Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance, handling students who dress or groom inappropriately 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 Independent Sch. Dist., [89 S.Ct. 733](#) [393 U.S. 503](#) (1969).

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

ADOPTED: October 11, 2017

Questions and Answers:

***Required Question 1. If the board would like to expand upon the law's requirement of race, ethnicity, or hair texture, IASB will amend this sentence as follows: "The District does not prohibit hairstyles or hair textures historically associated with historically associated with race, ethnicity, or hair texture, or any other protected classes under Board policy 7:10, *Equal Educational Opportunities*, including, but not limited to, protective hairstyles such as braids, locks, and twists."

Would the board would like to expand upon the law's requirement of race, ethnicity, or hair texture?

☐ No (default)

☒ Yes.

PRESSPlus Comments

PRESSPlus 1. Required by 105 ILCS 5/10-22.25b, amended by P.A. 102-360, eff. 1-1-22, for recognition under 105 ILCS 5/2-3.25 (*Jett Hawkins Law*). For districts to receive recognition from the Ill. State Board of Education (ISBE), they must provide assurances of compliance with the *Jett Hawkins Law*. This policy's second sentence does that. ISBE will have resource materials on its website by 7-1-22. State or federal law also controls this policy's content. **Issue 108, November 2021**

Document Status: Draft Update

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

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

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

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

Definitions from 105 ILCS 5/27-23.7

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

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

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive. [PRESSPlus1](#)

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

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, ~~and~~ (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act. [PRESSPlus2](#)

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school ~~guidance~~ [PRESSPlus3](#) counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

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

1. Using the definition of *bullying* as provided in this policy, the Superintendent or designee shall emphasize to the school community that: (1) the District prohibits bullying, and (2) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator:

Robert B. Gold, Superintendent
 26051 W. Nippersink Rd., Ingleside, IL 60041
 bobgold@bighollow.us
 847.740.1490

Complaint Managers:

Matthew McCulley
 26051 W. Nippersink Rd., Ingleside, IL 60041
 mmculley@bighollow.us
 847.740.1490

Christine Arndt
 26051 W. Nippersink Rd., Ingleside, IL 60041
 christinearndt@bighollow.us
 847.740.1490

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform parent(s)/guardian(s) of all students involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of the incident of bullying was received and taking into consideration additional relevant information received during the course of the investigation about the reported incident of bullying.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the report of the incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents and guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

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

6. The Superintendent or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person student's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion PRESSPlus4 with

regard to students treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have knowingly making a falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided knowingly false information will be treated as either: (a) bullying, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan ~~is~~ must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. Pursuant to State law and policy 2:240, Board Policy Development, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation: [PRESSPlus5](#)
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

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

1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;

2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary, or a signed statement from the board; or

3) A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

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

12. The District's bullying prevention plan must be consistent with other Board policies.
13. The Superintendent or designee shall fully inform staff members of the District's goal to prevent

students from engaging in bullying and the measures being used to accomplish it. This includes each of the following:

- a. Communicating the District's expectation and State law requirement that teachers and other certificated or licensed employees maintain discipline.
- b. Establishing the expectation that staff members: (1) intervene immediately to stop a bullying incident that they witness or immediately contact building security and/or law enforcement if the incident involves a weapon or other illegal activity, (2) report bullying, whether they witness it or not, to an administrator, and (3) inform the administration of locations on school grounds where additional supervision or monitoring may be needed to prevent bullying.
- c. Where appropriate in the staff development program, providing strategies to staff members to effectively prevent bullying and intervene when it occurs.
- d. Establishing a process for staff members to fulfill their obligation to report alleged acts of bullying.

LEGAL REF.:

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

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

775 ILCS 5/1-103, III. Human Rights Act.

~~105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.~~

23 Ill.Admin.Code §1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:310 (Restrictions on Publications; Elementary Schools)

PRESSPlus Comments

PRESSPlus 1. All definitions are directly from 105 ILCS 5/27-23.7. See also resources from Cyberbullying Research Center, available at: cyberbullying.org/, and the U.S. School Safety Clearinghouse website at www.SchoolSafety.gov. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/27-23.7(b), amended by P.A. 102-241. **Issue 108, November 2021**

PRESSPlus 3. Updated in response to P.A. 102-197, changing the term *school guidance counselor* to *school counselor* to clarify that a school counselor's role is broader than the role of a school guidance counselor. School counselors have a licensed school support personnel endorsement, and the role of a school counselor includes academic, social-emotional, and college and career counseling. **Issue 108, November 2021**

PRESSPlus 4. Consult the board attorney about the potential conflict of 105 ILCS 5/27-23.7(b)(7) (allowance of suspension and/or expulsion of students for reprisal/retaliation against reports of bullying) with 105 ILCS 5/10-22.6(b-20) (districts must resolve threats, address disruptions, and minimize the length (and implementation of) suspensions and expulsions to the greatest extent practicable). For more information, see sample policy 7:200, *Suspension Procedures*, at f/n 8 and sample policy 7:210, *Expulsion Procedures*, at f/ns 11 and 13, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

PRESSPlus 5. All districts must have a policy on bullying, monitor it, review and re-evaluate it, and file it with the Ill. State Board of Education (ISBE) every two years. 105 ILCS 5/27-23.7. See ISBE's *School Policies for Bullying Prevention* at: www.isbe.net/Documents/Bullying-Prev-Policy-Req.pdf. **Issue 108, November 2021**

Document Status: Draft Update

7:190 Student Behavior

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

When and Where Conduct Rules Apply

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

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

Prohibited Student Conduct

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

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

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

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

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

- 4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
- 5. Using or possessing a cellular telephone, electronic signaling device, two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
- 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
- 8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, 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 psychostimulant medication to the student.

Disciplinary Measures

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

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

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

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 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

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

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

Re-Engagement of Returning Students

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

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. Dept. of 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.

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. §6081, Pro-Children Act of 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, and 110/3.10.

105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act. [PRESSPlus1](#)

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)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: Draft Update

7:200 Suspension Procedures

In-School Suspension

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

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

Out-of-School Suspension

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

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

- ii. For a suspension of 4 or more school days, an explanation:
 - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted,
 - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student, and
 - c) That the student's continuing presence in school would either:
 - i) Pose a threat to the safety of other students, staff, or members of the school community, or
 - ii) Substantially disrupt, impede, or interfere with the operation of the school.
 - iii. For a suspension of 5 or more school days, the information listed in section 4.e.ii., above, along with documentation by the Superintendent or designee determining what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension.
5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
 6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from ~~the Department of Human Services~~ a local mental health agency [PRESSPlus1](#) to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above.

LEGAL REF.:

Goss v. Lopez, ~~95 S.Ct. 729~~ 419 U.S. 565 (1975).

~~Sieck v. Oak Park River Forest High School Sch.~~, ~~807 F.Supp. 73 (N.D. Ill., E.D., 1992).~~

105 ILCS 5/10-20.14, 5/10-22.6.

23 Ill.Admin.Code §1.280.

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

~~ADOPTED: June 13, 2016~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.6(c), amended by P.A. 102-539. **Issue 108, November 2021**

Document Status: Draft Update

7:210 Expulsion Procedures

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

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall:
 - a. Include the time, date, and place for the hearing.
 - b. Briefly describe what will happen during the hearing.
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
 - d. List the student's prior suspension(s).
 - e. State that the School Code allows the Board of Education to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
 - f. Ask that the student or parent(s)/guardian(s) or attorney inform the Superintendent or Board Attorney if the student will be represented by an attorney and, if so, the attorney's name and contact information.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from ~~the Dept. of Human Services~~ a local mental health agency [PRESSPlus1](#) to consult with the Board.
3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student. The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
4. If the Board acts to expel the student, its written expulsion decision shall:
 - a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school.
 - b. Provide a rationale for the specific duration of the recommended expulsion.
 - c. Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials

determined that no other appropriate and available interventions existed for the student.

- d. Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school.

5. Upon expulsion, the District may refer the student to appropriate and available support services.

LEGAL REF.:

Goss v. Lopez, ~~95 S.Ct. 729~~ 419 U.S. 565 (1975).

105 ILCS 5/10-20.14, 10-22.6.

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

~~ADOPTED: June 13, 2016~~

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.6(c), amended by P.A. 102-539. **Issue 108, November 2021**

Document Status: Draft Update

7:240 Conduct Code for Participants in Extracurricular Activities

The Building Principal and staff, using input from coaches and sponsors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with Board policy and the rules adopted by any association in which the School District maintains a membership. The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in discipline, up to and including removal from the activity. Participants who violate the conduct code will be allowed to give an explanation before being progressively disciplined. [PRESSPlus1](#) The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Board of Education.

Participants in extracurricular activities must abide by the conduct code for the activity and Board policy 7:190, *Student Behavior*. All coaches and sponsors of extracurricular activities shall annually review the conduct code with participants and provide participants with a copy. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 8 participating in these programs.

LEGAL REF.:

Mahanoy Area Sch. Dist. v. B.L., 141 S.Ct. 2038 (2021).

Board of Education of Independent School Dist. No. 92 v. Earls, 536 U.S. 822 (2002).

Vernonia Sch. Dist. 475 v. Acton, 515 U.S. 646 (1995).

Clements v. Board of Education of Decatur, 133 Ill.App.3d 531 (4th Dist. 1985) (Ill.App.4, 1985).

Kevin Jordan v. O'Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999) (Ill.App.5, 1999).

Todd v. Rush County Schools, 133 F.3d 984 (7th Cir. 1998).

Vernonia School Dist. 475 v. Acton, 515 U.S. 646 (1995).

105 ILCS 5/24-24, 5/27-23.3, and 25/2.

CROSS REF.: 5:280 (Duties and Qualifications), 6:190 (Extracurricular and Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:300 (Extracurricular Athletics)

ADOPTED: June 13, 2016

PRESSPlus Comments

PRESSPlus 1. Updated in response to U.S. Supreme Court's 2021 decision in Mahanoy Area Sch. Dist. v. B.L., 141 S.Ct. 2038 (2021), which involved a student suspended from the cheerleading squad for one year after she posted two vulgar *snap*s on Snapchat while off campus during the weekend. The U.S. Supreme Court held that while schools may have a special interest in regulating some off-campus student speech, e.g., teaching good manners and preventing disruption, here the school's interests were insufficient to overcome the student's interest in free expression, and the one-year suspension violated the student's First Amendment rights. The Court noted that the school's interest in regulation was diminished by the fact that the student's speech did not identify the school, did not target any member of the school community, and was transmitted through a personal cell phone to an audience consisting of her private circle of Snapchat friends. Comments during oral argument suggest the Court was particularly struck by the severity of the discipline issued as well. Careful factual analysis, in consultation with the board attorney, should occur when considering discipline of participants for off-campus activity. See 7:240-AP1, *Code of Conduct for Extracurricular Activities*, available at **PRESS** Online by logging in at www.iasb.com. **Issue 108, November 2021**

Document Status: Draft Update

7:250 Student Support Services

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

1. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
2. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.
3. Guidance and school counseling services.

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

Erin's Law Counseling Options, Assistance, and Intervention [PRESSPlus1](#)

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

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

LEGAL REF.:

105 ILCS 5/10-23.13(b) and 5/21B-25(G).

405 ILCS 49/, Children's Mental Health Act of 2003.

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

~~105 ILCS 5/10-20.58.~~

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:280 (Communicable and Chronic Infectious Diseases), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. Required by *Erin's Law*, 105 ILCS 5/10-23.13(b)(2), (3), and (5), amended by P.A. 102-610. See policy 5:90, *Abused and Neglected Child Reporting*, and administrative procedure 5:90-AP, *Coordination with Children's Advocacy Center*, available at **PRESS** Online by logging in at

www.iasb.com, for more information on Children's Advocacy Centers. **Issue 108, November 2021**

Document Status: Draft Update

7:260 Exemption from Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting. [PRESSPlus1](#)

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

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

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

1. He or she (a) is in grades 3-8, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

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

Students in grades 7 and 8 may submit a written request to the Building Principal to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program. Interscholastic or extracurricular athletic programs are organized school-sponsored or school-sanctioned activities for students that are not part of the curriculum, not graded, not for credit, generally take place outside of school instructional hours, and under the direction of a coach, athletic director, or band leader. The Building Principal will evaluate requests on a case-by-case basis.

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

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

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

LEGAL REF.:

105 ILCS 5/27-6.

225 ILCS 60/, Medical Practice Act.

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

CROSS REF.: 6:60 (Curriculum Content)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/27-6(b-5), added by P.A. 102-405. A note from clergy or a religious leader is unnecessary and should not be requested by a district. **Issue 108, November 2021**

Document Status: Draft Update

7:290 Suicide and Depression Awareness and Prevention

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

Suicide and Depression Awareness and Prevention Program

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

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by 105 ILCS 5/10-22.39 for licensed school personnel and administrators 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. [PRESSPlus1](#)
Implementation will incorporate paragraph number 2, above, along with Board policies:
 - a. Board policy 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. ~~Board policy~~ 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. ~~Board policy~~ 7:250, *Student Support Services*, implementing the Children's Mental Health Act of 2003, 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. [PRESSPlus2](#)

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Children's Mental Health Act of 2003, 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, 5/10-20.73 (final citation pending), 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/10-20.75 (final citation pending), 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b, 5/27-7.

405 ILCS 49, Children's Mental Health Act of 2003.

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

745 ILCS 10/, Local Governmental and Governmental Tort Immunity Act.

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

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/2-3.166(c)(4), amended by P.A. 102-267, eff. 7-1-22, which added seven categories students who may be identified as being at increased risk of suicide. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to 105 ILCS 5/10-20.73 (final citation pending), added by P.A. 102-134 (district-issued ID cards for students, and information on districts' websites); and 105 ILCS 5/10-20.75 (final citation pending), added by P.A. 102-416 (districts must insert either the Safe2Help Illinois helpline or a local suicide prevention hotline on ID card, contact to identify each helpline that may be contacted through text messaging, and include the same in student handbooks and planners (if a student planner is custom printed by a district or its schools for distribution to students in any of grades 6 through 12)). The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, Online Model Student Handbook (MSH),

at: www.ilprincipals.org/resources/model-student-handbook. **Issue 108, November 2021**

Document Status: Draft Update

7:310 Restrictions on Publications; Elementary Schools

School-Sponsored Publications and Web Sites

School-sponsored publications, productions, and web sites are part of the curriculum and are not a public forum for general student use. School authorities may edit or delete material that is inconsistent with the District's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

Non-School Sponsored Publications Accessed or Distributed On-Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, **digital files** **MP3 files**, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, **digital files** **CD-ROM**, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., **text data** or voice messages delivered by cell phones, tablets, and other hand-held devices). [PRESSPlus1](#)

Creating, distributing and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the School District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by School Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use; or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students.

Accessing or distributing "on-campus" includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing publications that cause: (1) substantial disruption or a foreseeable risk of substantial disruption to school operations or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

The Superintendent or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.:

105 ILCS 5/27-23.7.

Hazelwood v. Kuhlmeier, 408 S.Ct. 562 484 U.S. 260 (1988).

Hedges v. Wauconda Cmty. Community Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

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

Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in School Provided by Non-School Related Entities)

ADOPTED: January 9, 2017

PRESSPlus Comments

PRESSPlus 1. Updated in response to a five-year review. **Issue 108, November 2021**

Document Status: Draft Update

7:340 Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 [PRESSPlus1](#) years who has been arrested or taken into custody.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child. ~~However, the District will comply with State or federal law with regard to release of an ex parte court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records, including, where applicable,~~ without notice to, or the consent of, the student's parent/guardian [or eligible student.](#) [PRESSPlus2](#) Upon request, the District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law.

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

LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act, implemented by 34 C.F.R. Part 99.

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

105 ILCS 5/10-20.1224b, ~~5/20-37~~, [5/10-20.40](#), and 5/14-1.01 [et seq.](#)

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

105 ILCS 85/, Student Online Personal Protection Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.

23 Ill.Admin.Code Parts 226 and 375.

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

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

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

PRESSPlus Comments

PRESSPlus 1. 705 ILCS 405/5-905, amended by P.A. 98-61, applies to law enforcement records of minors arrested or taken into custody before their 18th (formerly 17th) birthday. **Issue 108, November 2021**

PRESSPlus 2. Updated in response to feedback from PRESS Advisory Board (PAB) members. **Issue 108, November 2021**

Document Status: Draft Update

7:345 Use of Educational Technologies; Student Data Privacy and Security

Educational technologies used in the District shall further the objectives of the District's educational program, as set forth in Board policy 6:10, *Educational Philosophy and Objectives*, align with the curriculum criteria in policy 6:40, *Curriculum Development*, and/or support efficient District operations. The Superintendent shall ensure that the use of educational technologies in the District meets the above criteria.

The District and/or vendors under its control may need to collect and maintain data that personally identifies students in order to use certain educational technologies for the benefit of student learning or District operations.

Federal and State law govern the protection of student data, including school student records and/or *covered information*. The sale, rental, lease, or trading of any school student records or covered information by the District is prohibited. Protecting such information is important for legal compliance, District operations, and maintaining the trust of District stakeholders, including parents, students and staff.

Definitions

Covered information means personally identifiable information (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's or parent/guardian's use of the operator's site, service or application; (2) created by or provided to an operator by an employee or agent of the District; or (3) gathered by an operator through the operation of its site, service, or application.

Operators are entities (such as educational technology vendors) that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes.

Breach means the unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of covered information maintained by an operator or the District.

Operator Contracts

The Superintendent or designee designates which District employees are authorized to enter into written agreements with operators for those contracts that do not require separate Board approval. Contracts between the Board and operators shall be entered into in accordance with State law and Board policy 4:60, *Purchases and Contracts*, and shall include any specific provisions required by State law.

Security Standards

The Superintendent or designee shall ensure the District implements and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure. In

the event the District receives notice from an operator of a breach or has determined a breach has occurred, the Superintendent or designee shall also ensure that the District provides any breach notifications required by State law.

LEGAL REF.:

20 U.S.C. §1232g, Family and Educational Rights and Privacy Act, implemented by 34 C.F.R. Part 99.

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

105 ILCS 85/, Student Online Personal Protection Act.

23 Ill. Admin. Code Part 380. [PRESSPlus1](#)

CROSS REF.: 4:15 (Identity Protection), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks), 7:340 (Student Records)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 108, November 2021**

Document Status: 5-Year-Review - Needs Review

8:100 Relations with Other Organizations and Agencies

The District shall cooperate with other organizations and agencies, including, but not limited to:

- County Health Department
- Law enforcement agencies
- Fire authorities
- Planning authorities
- Zoning authorities
- Other school districts
- Park Districts
- Illinois Emergency Management Agency (IEMA), local organizations for civil defense, and other appropriate disaster relief organizations concerned with civil defense
- Other municipalities

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 4:170 (Safety), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:90 (Abused and Neglected Child Reporting), 7:150 (Agency and Police Interviews)

~~ADOPTED: October 20, 2014~~

February 2022 Employment Report

Approve FMLA for Denise Romero-Fields, Middle School Paraprofessional, effective approximately August 22, 2022-October 3, 2022.

Approve the employment of Dallas Sarmiento, Custodian, effective March 15, 2022.

Approve FMLA for Sarah Frank, Middle School Teacher, effective August 2022-November 11, 2022.

Approve FMLA for Mary Kate Lonergan, Elementary School Behavior Interventionist, effective August 2022- November 11, 2022.

Approve personnel change for Tim Tanner from Transportation Driver to Grounds Keeper, effective February 28, 2022.

Approve personnel change for Amanda Strickler, 4th Grade Teacher, to Elementary STEM Teacher, effective August 2022.

Approve personnel change for Jackie Laske, Business Office Assistant, to Transportation Coordinator, effective May 26, 2022.

**Maternity Leave/ Days off**

1 message

Romero Fields, Denise <deniseromero@bighollow.us>
To: Elizabeth Villagomez <elizabethvillagomez@bighollow.us>

Wed, Feb 9, 2022 at 7:33 AM

Dear Mr. Gold, Dr. King, Mrs. Truss, as well as to whom this may concern,

This letter is to inform you that I am pregnant and plan to take maternity leave once I give birth. My due date is July 23, 2022, and I plan to continue working until the last day of school unless noted otherwise from COVID state regulations being in place, or doctors' orders. (Which will be given in writing in advance). I plan to take 10 total weeks max of maternity leave after I give birth. I am aware I can use my Sick and Personal days once the school year starts then the remaining time off will be considered as days off. I expect to return to work no later than the first week of October. (10-03-22) I don't expect to have any problem returning to my current position and delivering the same quality of work I do now.

While I'm on maternity leave, if you need to contact me, you can do so at the school's email address: deniseromero@bighollow.us or my personal email:

[REDACTED]. Please let me know if there are any forms you require from me before I go on maternity leave. Thank you in advance for allowing me to take this time away so that I can physically recover and care for my newborn. I will notify you once I have given birth so you are aware.

I will try my best to have my appointments for Fridays late afternoon/evenings so that I do not miss an entire day. Once I am 28 weeks I will have an appointment every other week. If I need an entire day due to my doctor's availability, I will be sure to notify you the moment I find out at the prior appointment.

Thank you for your understanding, and for giving me the chance to continue working upon return. I will continue to keep open communication with you as well as HR and teachers so everyone is on the same page.

Denise Romero-Fields
7th Grade Paraprofessional
Big Hollow Middle School



BIG HOLLOW SCHOOL DISTRICT #38
New Hire Information Form

BACKGROUND

Name

Dallas Sarmento



ASSIGNMENT

CERTIFIED: Administrator: Teacher: If Teacher Please select ~ Gen Ed: SPED: ESL:

NON-CERTIFIED: Custodian: **Yes** Food Service: Lunch Monitor:

Nurse: Paraprofessional: Secretary: Substitute:

Technology: Transportation: **Yes** Other:

Building: **ALL** Grade/Area: **ALL**

Start Date: **March 15th** BOE Approval Date: * Board Approval is pending the completion of fingerprints, current physical, TB test, and all required paperwork

REFERENCES CONTACTED (list 2)

Name: **George Chavez** Title: **Former Co-Worker**

Name: **Michael Garcia** Title: **Former Co -Worker**

BA BA+15 MA MA+15 MA+30

Years Credited Step

BudgetCode

Total Years Experience **4** Salary/Hourly Rate **17.10** (may be adjusted if circumstances require)

Comments:

Wants to get CDL as well

Technology:

User ID: (firstlast) Password: (employee will change upon first login)

To be completed by New Hire:

Signature of New Hire:

Date:

February 24, 2022

To whom it may concern,

I am currently pregnant with my second child. My due date is July 2nd. I am planning on working as a 5th grade teacher until the end of the 2021-2022 school year, barring any medical complications. Per the 12 weeks, my date of return will be the week before Thanksgiving.

Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sarah Frank". The signature is written in a cursive, flowing style.

Sarah Frank

Mary Kate Lonergan

[REDACTED]

2/15/2022

Dear Mr. Gold,

I am writing to let you know that I am pregnant and plan to take 12 weeks of maternity leave. My due date is July 24, 2022. I anticipate starting my leave on August 22 and returning on November 14, 2022, barring any unforeseen circumstances.

While I'm away on leave, you can contact me at [REDACTED] or marykatelonergan@bighollow.us. I plan to check my email on Fridays.

Thank you for allowing me this time to get to know my new child, and learn how to be a mother of two!

With gratitude,

A handwritten signature in black ink that reads "Mary Kate Lonergan". The script is cursive and fluid, with the first letters of each name being capitalized and prominent.

Mary Kate Lonergan

BIG HOLLOW SCHOOL DISTRICT #38
Personnel Change Form

Employee Name
Tim Tanner



New Position: **Grounds Keeper**

Replacement For: **Nick Wells**

Building: **All**

Current Position: **Resigned as bus driver**

Date Change is Effective: **2/28/22**

Board Approval Date (if needed):

Certified Position

BA BA+15 MA MA+15 MA+30 Doc:

Years Credited Step

Salary: **16.33**

Full or Part Time: **Part Time**

Years Credited:

Sick: Vacation: Personal:

Budget Code:

Employee Signature:

Date:

BIG HOLLOW SCHOOL DISTRICT #38
Personnel Change Form

Employee Name
Amanda Strickler

Email Address
amandastrickler@bighollow.us

New Position: **STEM Teacher**

Replacement For: **Peggy Silverblatt**

Building: **Elementary**

Current Position: **Fourth Grade Teacher**

Date Change is Effective: **08/2022**

Board Approval Date (if needed):

Certified Position

BA BA+15 MA MA+15 MA+30 Doc:

Years Credited Step

Salary:

Full or Part Time: **Full Time**

Years Credited:

Sick: Vacation: Personal:

Budget Code:

Employee Signature:

Date:

BIG HOLLOW SCHOOL DISTRICT #38
Personnel Change Form

Employee Name
Jackie Laske

Telephone **847-740-1490**

Email Address
jackielaske@bighollow.us

New Position: **Transportation Coordinator**

Replacement For: **Derek Swiderski**

Building: **District**

Current Position: **Administrative Assistant**

Date Change is Effective: **May 26, 2022**

Board Approval Date (if needed):

Certified Position

BA BA+15 MA MA+15 MA+30 Doc:

Years Credited Step

Salary: **\$65,000**

Full or Part Time: **Full**

Years Credited:

Sick: **ESP Handbook** Vacation: **ESP Handbook** Personal: **ESP Handbook**

Budget Code:
40-0-2551-1100

Employee Signature:

Date:



www.bighollow.us

Mr. Robert Gold, Superintendent

Big Hollow District Office
26051 W. Nippersink Rd.
Ingleside, IL 60041
Phone 847-740-1490
Fax 847-740-9172

Big Hollow Primary School (EC-1)
33335 N. Fish Lake Rd.
Ingleside, IL 60041
Phone 847-740-5320
Fax 847-740-3490

Big Hollow Elementary (2-4)
33315 N. Fish Lake Rd.
Ingleside, IL 60041
Phone 847-740-5321
Fax 847-740-3795

Big Hollow Middle School (5-8)
26051 W. Nippersink Rd.
Ingleside, IL 60041
Phone 847-740-5322
Fax 847-740-9172

February 28, 2022

Via Electronic Mail

TJ
tj@raim.org

RE: RESPONSE TO FOIA REQUEST

Dear TJ:

Thank you for writing to Big Hollow School District No. 38 (the "District") with your request for information pursuant to the Illinois *Freedom of Information Act* ("FOIA"), 5 ILCS 140/1 *et seq.*, received via email on February 18, 2022.

Your request is restated below:

- . For the following members
 - Mr. Kevin Lyons - President *
 - Mr. Joe Cernuska - Vice President *
 - Mrs. Lauren Plescia - Secretary *
 - Mrs. Vivian Kueter *
 - Mr. Doug Pedersen *
 - Mr. Ashley Bennett *
 - Mr. Gary Dollinger *
- A electronic copy of your Public Official Surety Bond required by Illinois (15 ILCS 405/3) (from Ch. 15, par. 203).
- A electronic copy of the governing board of education blanket surety bond if your board requires the members to be bonded under a blanket bond.
- A electronic copy of your Errors & Omissions (E&O), a Surety Liability Insurance policy, and the Duty of Care policy if applicable.
- A electronic copy of your school board General Obligation Bonds if applicable.

- A electronic copy of your general long term bond for the school board if applicable.
- A electronic copy of your school board Crime Policy if applicable.
- A electronic copy of your Risk Management Policy if applicable.
- A electronic copy of the following documents if applicable:
 - ACORD 125
 - ACORD 126
 - ACORD 127
 - ACORD 128
- The documents should indicate the policy number and the insured amount of the policy.
- A electronic copy of the Certificate of Liability if applicable.
- Public Officials and/or any other bonds pertaining to proof of liability and policies.
 - **Based on any and all losses of financial responsibility due to negligence or dishonesty. Any and all based on the contract of terms and conditions.
- A electronic copy of the Faithful Performance Bond if applicable.
- A electronic copy of the Fidelity Bond if applicable.
- A electronic copy of the Public Employee Dishonesty Policy if applicable.
- A electronic copy of the Public Employee Blanket Bond if applicable.
- A electronic copy of the Statutory Bond if applicable.
- A electronic copy of the Official Bond if applicable.
- A electronic copy of the power of attorney for the surety bond company.
- A photo copy of the Blanket Bond power of attorney for the surety bond company if applicable.
- A electronic copy of your oath of office.

Your request is granted in part and denied in part. To the extent responsive records exist, please see enclosed documentation. The District redacted personal signatures pursuant to FOIA Sections 7(1)(b), which exempts from disclosure “private information” including personal signatures, and 7(1)(c), which exempts personal information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. 5 ILCS 140/2(c-5); 5 ILCS 140/7(1)(b), 7(1)(c). In addition, the District redacted policy numbers pursuant to FOIA Section 7(1)(s), which exempts from disclosure insurance or risk management information.

Please note, School Board members are not covered by the statute you referenced in your request. Under the *School Code* and Board policies, neither school board members nor any staff other than the Treasurer are required to be bonded. We are aware misinformation appears to be circulating to the contrary, and we hope this clears up any confusion. To the extent you would like to review Board policies (including Policies 2:80 (Board Member Oath and Conduct); 2:110 (Qualifications, Term and Duties of Board Officers); and 4:100 (Insurance Management)), they are available on the District’s website at the following web address:

<https://www.bighollow.us/board-of-education/policy-manual>

You have the right to have the District’s response reviewed by the Public Access Counselor (PAC) at the Office of the Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street

Springfield, Illinois 62706
Fax: 217-782-1396
Email: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of any denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

As the District's FOIA Officer, I am responsible for the District's response to your FOIA request. If I have misunderstood your request in any way, please clarify your request in writing to me.

Sincerely,

FOIA Officer

1008101_1

Bond No. [REDACTED]

SCHOOL TREASURER'S BOND
 Roycealee J. Wood
 Regional Superintendent of Schools, Lake County, Illinois

STATE OF ILLINOIS)
) SS
 COUNTY OF Lake)

We, Diane Elizabeth Spakowski, as Principal and Liberty Mutual Insurance Company as Surety, are obligated, jointly and severally to the School Board of Big Hollow School District District # 38, in the above mentioned county or successors in office, in the penal sum of Five Million Dollars and 00/100 dollars (\$ 5,000,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, in witness whereof we have hereunto set our hands and seals this 18th day of May 2021. THIS BOND TO BE EFFECTIVE July 1, 2021. THIS BOND WILL EXPIRE June 30, 2022.

The condition of this obligation is such that if Diane Elizabeth Spakowski, school treasurer in the above stated county, faithfully discharges the duties of his or her office, according to law, and delivers to his or her successor in office after such successor has qualified by giving bond as provided by law all moneys, books, papers, securities and control, which have come into his or her possession or control, as such school treasurer, from date of his or her bond to the time that his or her successor has qualified as school treasurer, by giving such bond as required by law, then this obligation will be void; otherwise it will remain in full force and effect.

Diane Elizabeth Spakowski
 PRINCIPAL

Liberty Mutual Insurance Company

By: [REDACTED]

STATE OF ILLINOIS)
) SS
 COUNTY OF)

I, _____, hereby certify that _____ who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes as therein set forth.

Given under my hand and Seal _____ seal this _____ day of _____

Approved and accepted by: BOARD OF EDUCATION (or BOARD OF DIRECTORS) of

_____ District No. _____ on this _____ day of _____

By: _____

SECRETARY

PRESIDENT

Approved and filed this _____ day of _____

 Regional Superintendent of Schools

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty
Mutual.**
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jodie Sellers of the city of Rolling Meadows, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Diane Elizabeth Spakowski

Obligee Name: Big Hollow School District 38

Surety Bond Number: [REDACTED]

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [REDACTED]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [REDACTED]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2021



By: [REDACTED]

Renee C. Llewellyn, Assistant Secretary



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability
[REDACTED]

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COVERAGE PROVIDER AND MAILING ADDRESS:

Collective Liability Insurance Cooperative (CLIC)
c/o Stevenson High School District #125
2 Stevenson Drive
Lincolnshire, IL 60069

NAMED MEMBERS:

COVERAGE DOCUMENT PERIOD:

See [REDACTED] (and its amendments-if any)

07/01/21 to 07/01/22

AT 12:01 A.M. TIME AT THE MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF CONTRIBUTIONS, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE DOCUMENT, WE AGREE WITH YOU TO PROVIDE THE COVERAGES AS STATED HEREIN.

LIMITS OF COVERAGE – PER NAMED MEMBER

EACH OCCURRENCE LIMIT	\$see [REDACTED] (and its amendments-if any)
DAMAGE TO PREMISES RENTED TO YOU LIMIT – ANY ONE PREMISES	
MEDICAL EXPENSE LIMIT – ANY ONE PERSON	
PERSONAL & ADVERTISING INJURY LIMIT – ANY ONE PERSON OR ORGANIZATION	
GENERAL AGGREGATE LIMIT	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

✓ PUBLIC ENTITY

BUSINESS DESCRIPTION: PUBLIC SCHOOLS

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOUR OWN, RENT OR OCCUPY
<u>As per schedule on file with CLIC</u>	

CLASSIFICATION AND CONTRIBUTION

As per schedule on file with CLIC

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS COVERAGE DOCUMENT:

See attached CLIC FORMS [REDACTED]

THESE DECLARATIONS, TOGETHER WITH THE COMMON COVERAGE CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED COVERAGE DOCUMENT.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

FORMS SCHEDULE

FORM NUMBER	DATE	FORM TITLE
	0721	Commercial General Liability Declarations
	0720	Forms Schedule
	0413	Commercial General Liability Coverage Form
	0715	CLIC School Amendatory Endorsement
	0413	Additional Member – Lessor Of Leased Equipment
	0413	Additional Member – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations
	0413	Additional Member – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises
	0413	Additional Member – Designated Person or Organization
	0413	Additional Member - Vendors
	0413	Primary and Noncontributory – Other Coverage or Insurance Condition
	1207	Employment Related Practices Exclusion
	0115	Cap On Losses From Certified Acts Of Terrorism
	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
	0509	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
	0615	Limited Coverage For Designated Unmanned Aircraft
	0908	Nuclear Energy Liability Exclusion (Broad Form)
	1204	Fungi Or Bacteria Exclusion
	0720	Organic Pathogens Exclusion
	0514	Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – With Limited Bodily Injury Exception
	1207	Employee Benefits Liability Coverage
	1014	Sexual Misconduct Coverage Form
	0717	Crisis Response Coverage Extension Endorsement
	0720	Police Professional Liability Coverage
		Named Members And Limits Of Coverage
		CLIC Bullying Endorsement



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this coverage document restrict coverage. Read the entire coverage document carefully to determine rights, duties and what is and is not covered.

Throughout this coverage document the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a Named Member under this coverage document. The words "we", "us" and "our" refer to the Collective Liability Insurance Cooperative (CLIC).

The word "Member" means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Coverage; and

(2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This coverage applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the coverage document period; and

(3) Prior to the coverage document period, no Member listed under Paragraph 1. of Section II – Who Is A Member and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Member or authorized "employee" knew, prior to the coverage document period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the coverage document period will be deemed to have been known prior to the coverage document period.

c. "Bodily injury" or "property damage" which occurs during the coverage document period and was not, prior to the coverage document period, known to have occurred by any Member listed under Paragraph 1. of Section II – Who Is A Member or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the coverage document period.



d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Member listed under Paragraph 1. of Section II – Who Is A Member or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer or coverage provider;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This coverage does not apply to:

a. Expected Or Intended Injury

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Member.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable force to protect persons or property; or
- (2) Any corporal punishment administered to your students by or at the direction of your current or former teachers, student teachers or school administrators. This coverage does not apply to:
 - (a) The malicious infliction of corporal punishment; or
 - (b) Corporal punishment in violation of law, or the policy or regulations of the Member or its governing body, where applicable.

b. Contractual Liability

"Bodily injury" or "property damage" for which the Member is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Member would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is a "covered contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a "covered contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than a Member are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "covered contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.



c. Liquor Liability

"Bodily injury" or "property damage" for which any Member may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any Member allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Member; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the Member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the Member arising out of and in the course of:
 - (a) Employment by the Member; or
 - (b) Performing duties related to the conduct of the Member's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the Member may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Member under a "covered contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":



(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Member. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your coverage document as an Additional Member with respect to your ongoing operations performed for that Additional Member at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Member, other than that Additional Member; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any Member or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any Member; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any Member or any contractors or subcontractors working directly or indirectly on any Member's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Member, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Member, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any Member or any contractors or subcontractors working directly or indirectly on any Member's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:



(a) Request, demand, order or statutory or regulatory requirement that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the Member would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Member. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any Member.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Member;

(4) Liability assumed under any "covered contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Member; or



(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion shall apply to extracurricular racing club activities only.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the Member;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of coverage applies to Damage To Premises Rented To You as described in Section III – Limits Of Coverage.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.



l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability
[REDACTED]

- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or
- (5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or FDCPA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of coverage applies to this coverage as described in Section III – Limits Of Coverage.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of "personal and advertising injury" to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "personal and advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Coverage; and
- (2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This coverage applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the coverage document period.

2. Exclusions

This coverage does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Member with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Member with knowledge of its falsity.

c. Material Published Prior To Coverage Document Period



"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the coverage document period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Member.

e. Contractual Liability

"Personal and advertising injury" for which the Member has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Member would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any implied or express statement or warranty of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Members In Media And Internet Type Businesses

"Personal and advertising injury" committed by a Member whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards



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"Personal and advertising injury" arising out of an electronic chatroom, bulletin board or any similar electronic medium or means of communication the Member hosts, owns, or over which the Member exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or



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- (5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or FDCPA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Coverage Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the coverage document period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Member

To any Member, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any Member or a tenant of any Member.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any Member, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.



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e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercise or games, sports, or athletic contest.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against a Member we defend:

a. All expenses we incur.

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Member at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the Member in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Member.

f. Prejudgment interest awarded against the Member on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

These payments will not reduce the limits of coverage.

2. If we defend a Member against a "suit" and an indemnitee of the Member is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the Member has assumed the liability of the indemnitee in a contract or agreement that is a "covered contract";

b. This coverage applies to such liability assumed by the Member;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Member in the same "covered contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Member and the interests of the indemnitee;



e. The indemnitee and the Member ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Member and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer or coverage provider whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance or coverage available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of coverage.

Our obligation to defend a Member's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of coverage in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS A MEMBER

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are Members, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are a Member. Your members, your partners, and their spouses are also Members, but only with respect to the conduct of your business.

c. A limited liability company, you are a Member. Your members are also Members, but only with respect to the conduct of your business. Your managers are Members, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are a Member. Your "executive officers" and directors are Members, but only with respect to their duties as your officers or directors. Your stockholders are also Members, but only with respect to their liability as stockholders.

e. A trust, you are a Member. Your trustees are also Members, but only with respect to their duties as trustees.

2. Each of the following is also a Member:



a. Your "volunteer workers" only while performing duties related to the conduct of your business and your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are Members for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) .

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Member if there is no other similar coverage or insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage document period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.



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No person or organization is a Member with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Member in the Declarations.

SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Members;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Coverage of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage document period shown in the Declarations, unless the coverage document period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy



Bankruptcy or insolvency of the Member or of the Member's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any Member, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved Member must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of injury or damage to which this coverage may also apply.

d. No Member will, except at that Member's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our [prior written](#) consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from a Member; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Member; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Member and the claimant or the claimant's legal representative.

4. Motor Vehicle Responsibility Law

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the coverage provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of coverage or insurance required by that law.



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2. With respect to "mobile equipment" to which this coverage applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle coverage or insurance law. We will provide the required limits for those coverages.

5. Other Coverage or Insurance

If other valid and collectible coverage or insurance is available to the Member for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Coverage or Insurance

This coverage is primary except when Paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other coverage or insurance is also primary. Then, we will share with all that other coverage or insurance by the method described in Paragraph c. below.

b. Excess Coverage or Insurance

(1) This coverage is excess over:

(a) Any of the other coverage or insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire coverage or insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is coverage or insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary coverage or insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added or included as an additional covered party or additional insured.

(2) When this coverage is excess, we will have no duty under Coverages A or B to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.

(3) When this coverage is excess over other coverage or insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other coverage or insurance would pay for the loss in the absence of this coverage; and

(b) The total of all deductible, retained and self-insured amounts under all that other coverage or insurance.

(4) We will share the remaining loss, if any, with any other coverage or insurance that is not described in this Excess Coverage or Insurance provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations of this Coverage Part. (a) Method Of Sharing



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If all of the other coverage or insurance permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider or insurer contributes equal amounts until it has paid its applicable limit of coverage or insurance or none of the loss remains, whichever comes first.

If any of the other coverage or insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's or insurer's share is based on the ratio of its applicable limit of coverage or insurance to the total applicable limits of coverage or insurance of all coverage providers or insurers.

6. Calculation of Contribution

The contribution shown in the Declarations was computed based on rates in effect at the time the coverage document was issued. On each renewal, continuation, or anniversary of the effective date of this coverage document, we will compute the contribution in accordance with our rates and rules then in effect and in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

7. Contribution Audit

We will compute all contributions for this Coverage Part in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

8. Representations

By accepting this coverage document, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this coverage document in reliance upon your representations.

9. Separation Of Members

Except as noted otherwise herein, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each Member against whom claim is made or "suit" is brought.

10. Transfer Of Rights Of Recovery Against Others To Us

If the Member has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Member must do nothing after loss to impair them. At our request, the Member will bring "suit" or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part for a Named Member, we will notify the Named Member of such nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

12. Cancellation Or Nonrenewal

- a. The Named Member shown in the Declarations may cancel or nonrenew its coverage under this coverage document by mailing or delivering to us advance written notice of cancellation or nonrenewal in



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accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

b. We may cancel or nonrenew coverage with respect to a Named Member under this coverage document by mailing or delivering to the Named Member written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

13. Changes

This coverage document contains agreements between you and us concerning the coverage afforded. The Named Member shown in the Declarations is authorized to make changes in the terms of this coverage document with respect to the coverages that apply to that Named Member with our consent. This coverage document's terms can be amended or waived only by endorsement issued by us and made a part of this coverage document.

14. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this coverage document at any time during the coverage document period and up to three years afterward.

15. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to Member eligibility and the contributions to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes such inspections, surveys, reports or recommendations.

16. Contributions

The Named Member shown in the Declarations:

- (a) Is responsible for the payment of its portion of all contributions; and
- (b) Will be the payee for its portion of any return contributions we pay.

17. Transfer Of Your Rights And Duties Under This Coverage Document

Your rights and duties under this coverage document may not be transferred without our written consent except in the case of death of an individual Named Member.



If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

18. Binding Arbitration

If we and the Member do not agree whether coverage is provided under this Coverage Part for a claim made against the Member, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (a) Pay the expenses it incurs; and
- (b) Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by two of the arbitrators will be binding.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:



- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Member's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Covered contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not a "covered contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Member, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Member's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

6. "Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".



8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;



f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

16. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or



(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any Member;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a coverage document Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this coverage, electronic data is not tangible property.

19. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this coverage applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the Member must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Member submits with our consent.

20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

21. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

22. "Your product":

- a. Means:



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(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

23. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

CLIC SCHOOL AMENDATORY ENDORSEMENT

With respect to the ownership or operation of a school, this endorsement modifies coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage afforded by this endorsement, the provisions of the coverage document apply unless modified by the endorsement.

A. Professional Services Liability Extension

1. The following is added to Section I – Coverage A – Bodily Injury And Property Damage Liability:

f. “Bodily Injury” arising out of an act or omission in the rendering of or failure to render “covered professional services” to others by an “employee” shall be deemed to be caused by an “occurrence” but only if such acts or omissions are committed within the scope of his or her employment by you or by a “volunteer worker” under your direct supervision or control.

With respect to Section III – Limits of Coverage, Paragraph 5., any act or omission together with all related acts or omissions in rendering or failing to render these “covered professional services” to any one person will be considered one occurrence.

2. With respect to the Professional Services Liability coverage provided by this provision, the following exclusions are added to Paragraph 2. Exclusions under Section I - Coverage A – Bodily Injury And Property Damage Liability:

This coverage does not apply to:

- a. “Bodily injury” arising out of any act or omission that is in fact criminal, fraudulent, malicious or deliberately dishonest.

- b. “Bodily injury” arising out of acts or omissions that happen prior to the inception date of this coverage:

- (1) Of which the Member had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or

- (2) For which other valid and collectible coverage or insurance is available to the Member.

3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, provision 2.a.(1)(d) under Section II – Who is a Member does not apply to the rendering of or failure to render “covered professional services” by an “employee” within the scope of his or her employment by you or by a “volunteer worker” under your direct supervision or control.
4. For the purposes of coverage afforded under this endorsement, the following is added to Section V – Definitions:

“Covered professional services” means professional nursing, psychological, psychometric, counseling, athletic training, or speech, hearing, optical, optometric, occupational or physical therapy services, treatment, advice or instruction.



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5. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage or Insurance, Paragraph b. Excess Coverage Or Insurance:

The coverage afforded under provision A. of the CLIC School Amendatory Endorsement is excess over any of the other coverage or insurance whether primary, excess, contingent or on any other basis that is professional liability coverage or insurance.

B. Medical Malpractice Limitation (with student barbers and beauticians exception)

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this coverage does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” caused by:

1. The rendering of or failure to render:
 - a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b) Any health or therapeutic service, treatment, advice or instruction; or
 - c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, provided by anyone except student barbers and beauticians.
2. The furnishing or dispensing of or failure to furnish or dispense of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render “covered professional services” as defined in provision A.4. of this endorsement.

C. Damage by Fire, Lightning, Explosion, Smoke or Leakage

1. Under subsection 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented To You as described in Section III – Limits of Coverage.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of coverage applies to Damage To Premises Rented To You as described in Section III – Limits of Coverage.

2. Paragraph 6. Under Section III – Limits of Coverage, is replaced by the following:



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6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightening, explosion, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner.

3. The word "fire" is changed to "fire, lightening, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:
 - a. Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage or Insurance, paragraph b. Excess Coverage or Insurance, subparagraph (1)(a)(ii) ; and
 - b. Section V – Definitions, paragraph 9.a.

D. Boats Extension

Exclusion g. of Coverage A (Section I) does not apply to any watercraft owned or used by or rented to the Member that is less than 51 feet long.

Who Is A Member (Section II) is amended to include as a Member any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

E. School Broadcasting and Publication – Personal and Advertising Injury Liability Extension

1. Under paragraph 2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability, exclusion j. does not apply within the scope of your activities as a school.
2. The following is added to Section IV – Conditions:

10. Retraction or Correction of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

F. Coordination of Commercial General Liability and School Professional and Management Liability Coverages

If any occurrence covered in whole or in part under the commercial general liability coverage document also constitutes a wrongful act(s) covered in whole or in part under the school professional and management liability coverage document, then only the coverage document with the higher limit of coverage shall apply.

G. Two Or More Coverage Forms Or Coverage Documents Issued By Us

If this Coverage Form and any other Coverage Form or coverage document issued to you by us apply to the same "accident" or occurrence, the aggregate maximum Limit of Coverage and retentions under all the Coverage Forms or coverage documents shall not exceed the highest applicable Limit of Coverage and retentions under any one Coverage Form or coverage document. This condition does not apply to any Coverage Form or coverage document issued by us specifically to apply as excess coverage over this Coverage Form.

H. Who Is A Member Extension

1. Paragraph 2. Of Section II – Who Is A Member is amended to include as a Member:
 - a. Any of the following but only with respect to their duties in connection with the positions described below:



- (1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
- (2) Any of your board members or commissioners if you are a public board or commission;
- (3) Any student teachers teaching as part of their educational requirements; or
- (4) Any substitute teacher.

b. Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

- (1) Parent support groups; and
- (2) Student groups.

c. Any student while participating in a supervised apprenticeship, work-study program, field work experience, or internship program in fulfillment of requirements of his or her educational program, but only while acting within the scope of their duties or obligations in such supervised apprenticeship, work-study program, field work experience, or internship program.

d. Any security guard while acting solely within the scope of their employment by you and whom, at the time of the occurrence, is under your direct supervision or control. Notwithstanding anything to the contrary herein, there is no coverage provided by this coverage document for an employee or individual that is armed.

2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage Or Insurance, Paragraph b. Excess Coverage Or Insurance:

This coverage is excess over any of the other coverage or insurance, whether primary, excess, contingent or on any other basis that applies to a Member described in the CLIC School Amendatory Endorsement, Section I. Who Is A Member Extension, provision 1.b.

3. Under Section V – Definitions, definition 19. is replaced by the following:

19. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions. “Temporary worker” does not include a substitute teacher.

I. Amended Knowledge of Occurrence, Offense, Claim or Suit

The following is added to Section IV – Commercial General Liability Conditions, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of occurrences, offenses, claims and “suits” shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or “employee.”

J. Bodily Injury Redefined

The definition of “bodily injury” in paragraph 3. of Section V – Definitions is replaced by the following:



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1. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, anxiety, pain and suffering, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

K. Pollution

The following replaces Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability of the Commercial General Liability Coverage Form CLIC CG0001 0413:

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of "pollutants" into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any Member test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants";

Exceptions: Subject always to the conditions in Paragraph (2) below, we will not apply this exclusion to:

- (1) "Bodily injury" or "property damage" to the property of others that is solely the result of:
 - (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
 - (b) collision or overturning of "mobile equipment";
 - (c) explosion or lightening;
 - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of "pollutants";
 - (e) faulty heating or cooling equipment;
 - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of a Member by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or
 - (g) a single or intermittent above-ground discharge, dispersal, release, or escape of "pollutants" that commences during the coverage document period and ceases within seven (7) days of its commencement;
- (2) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
 - (a) the exceptions only apply if the injury or damage is discovered or becomes known to the Member within fourteen (14) days and reported to us in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightening, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of "pollutants"; and
 - (b) we will not pay any loss, cost or expense of
 - i. evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any "pollutant" on property at any time owned, leased or rented by a Member and/or under the control of any Member; or
 - ii. "property damage" to any aquifer or underground watercourse or well, or any "property damage" directly or indirectly arising out of underground or underwater operations of any Member; and
 - (c) our liability is limited to that portion of damages directly attributable to or caused by a Member's own negligence and we will not pay or share in any liability of others resulting from "pollutants" for which a Member is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for "bodily injury" and/or "property damage" caused in fact by parties other than a Member; and
 - (d) any discharge, dispersal, release, seepage, migration, growth or escape of "pollutants" shall be deemed to have commenced at the time of the first event in any series, chain or combination of



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related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of "pollutants", and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have commenced at the time of that first event; and

- (e) the burden of proof that any "occurrence" meets the conditions of coverage in this Paragraph (2) lies with the Member;

The Exceptions to the pollution exclusion described above do not apply if there is other valid and collectible pollution or environmental insurance available to the Member covering such "bodily injury" or "property damage".

L. Waiver Of Governmental Immunity

The following is added to Section IV – Commercial General Liability Conditions

We will not waive, whether in the adjustment of claims or in the defense of "suits" against any Member, any governmental immunity of the Named Member, unless required to do so by applicable federal or state law, and only to the extent required by such law.

Any waiver of immunity required by applicable federal or state law will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Coverage or for damages to which this coverage does not apply.

M. Statutory Provisions

The following is added to Section IV – Commercial General Liability Conditions

Terms of this coverage document which conflict with state statutes are amended to conform to such statutes.

N. Liberalization Clause

If we are required by statute to adopt any revision that would broaden the coverage under this coverage document without additional contribution within 45 days prior to or during the coverage document period, the broadened coverage will immediately apply to this coverage document.

O. Lead Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Any claims made against the Member:

- (1) For any damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- (2) For any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
- (3) For any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
- (4) For any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

P. Asbestos Exclusion



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[REDACTED]

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Any claims made against any Member for any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of asbestos

This exclusion also includes, but is not limited to:

- (1) Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to share damages with or repay someone else who must pay damages.

Q. Silica Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

1. This coverage does not apply to any damages arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, congestion of, contact with, exposure to existence of, or presence of:
 - a. "Silica", "silica-related dust", exposure to silica or the use of silica;
 - b. Any damages or any loss, cost or expense arising, in whole or in part, out of any
 - (1) Claim or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (2) Any request, demand, order or statutory or regulatory requirement that any Member or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of "silica" or silica-related dust";
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, abating, disposing of or mitigating "silica"; or
 - (c) Responding to "silica" or "silica-related dust" in any way other than as described in (2) (a) and (b) above;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
 - d. Any obligation of the Member to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.

As used in this provision:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



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[REDACTED]

R. Electromagnetic Radiation Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Except with respect to science and allied health instruction related activities, this coverage does not apply to any damages arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any cost for the actual or threatened abatement, mitigation, or removal.

S. Land Use Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

This coverage does not apply to injury or damage arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, dedication by adverse use, or disputes involving the application of impact or linkage fees. This includes, but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.



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Exhibit 10

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADDITIONAL MEMBER – LESSOR OF LEASED EQUIPMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Member Person(s) Or Organization(s):

Any person(s) or organization(s) that leases equipment to you if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is A Member is amended to include as an Additional Member the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to that Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, this coverage does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits Of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADDITIONAL MEMBER – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or governmental agency or subdivision or political subdivision if required by permit or authorization, or as described on a Certificate of Insurance issued by us or other authorized person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is A Member is amended to include as an Additional Member any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This coverage applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The coverage afforded to such Additional Member only applies to the extent permitted by law; and
- b. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

2. This coverage does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury", "property damage" or "personal and advertising injury" included within the "products-completed operations hazard".

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADDITIONAL MEMBER – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or governmental agency or subdivision or political subdivision if required by permit or authorization, or as described on a Certificate of Insurance issued by us or other authorized person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is A Member is amended to include as an Additional Member any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This coverage applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this coverage applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this coverage.

However:

1. This coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADDITIONAL MEMBER – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any person or organization if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is A Member is amended to include as an Additional Member the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADDITIONAL MEMBER – VENDORS

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Member Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization that distributes or sells "your products" if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.	All products - subject to the definition of "your products" within this coverage document.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is A Member is amended to include as an Additional Member any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The coverage afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the coverage afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the coverage afforded to these vendors, the following additional exclusions apply:

1. The coverage afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.



Collective Liability Insurance Cooperative
Coverage Document [REDACTED]

Commercial General Liability
[REDACTED]

2. This coverage does not apply to any covered person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the coverage afforded to these vendors, the following is added to Section III – Limits of Coverage:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER COVERAGE OR INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the Other Coverage or Insurance Condition and supercedes any provision to the contrary:

Primary And Noncontributory Coverage or Insurance

This coverage is primary to and will not seek contribution from any other coverage or insurance available to an Additional Member under your coverage document provided that:

- (1) The Additional Member is a Named Member or Named Insured under such other coverage or insurance; and
- (2) You have agreed in writing in a contract or agreement, [or verbally](#), or [as shown on a Certificate of Insurance issued by us or our authorized representative](#), that this coverage would be primary and would not seek contribution from any other coverage or insurance available to the Additional Member.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This coverage does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) Whether the Member may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This coverage does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the Member may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. If aggregate covered or insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our coverage provider or insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case covered losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in covered or insured losses in excess of \$5 million in the aggregate, attributable to all types of coverage or insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR COVERAGE DOCUMENT IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE COVERAGE DOCUMENT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Schedule – Part I
<p>Terrorism Contribution (Certified Acts) \$Included</p> <p>This contribution is the total Certified Acts contribution attributable to the following Coverage Part(s), Coverage Form(s) and/or Coverage Document(s):</p> <p>Commercial General Liability</p> <p>Additional information, if any, concerning the terrorism contribution:</p>
<p>Schedule – Part II</p> <p>Federal share of terrorism losses <u>TBD</u>% Year: <u>2021</u></p> <p>(Refer to Paragraph B. in this endorsement.)</p>

A. Disclosure Of Contribution

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your contribution, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your contribution attributable to such coverage is shown in the Schedule of this endorsement or in the coverage document Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured or covered under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the coverage document Declarations) of that portion of the amount of such insured or covered losses that exceeds the applicable insurer or coverage provider retention. However, if aggregate insured or covered losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Or Coverage Provider Participation In Payment Of Terrorism Losses

If aggregate insured or covered losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer or coverage provider deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured or covered losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

"Any person or organization if required by written contract or agreement."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Unmanned Aircraft
Any unmanned aircraft.
Description Of Operation(s) Or Project(s)
All operations and projects.
Limit Of Coverage
Unmanned Aircraft Liability Aggregate Limit: \$Included in General Aggregate Limit

A. Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This coverage does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This paragraph g.(1) applies even if the claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph g.(1) does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any Member. Use includes operation and "loading or unloading".

This Paragraph g.(2) applies even if the claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the "occurrence" which caused the "bodily injury" or "property damage" involved the



ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any Member.

This Paragraph g.(2) does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Member;
- (4) Liability assumed under any "covered contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement";
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- c. "Unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability
[REDACTED]

C. If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule, the following provisions are added to Section III – Limits of Coverage:

1. Subject to Paragraph 2. or 3. of Section III – Limits of Coverage, whichever applies, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule is the most we will pay for the sum of:

- a. Damages under Coverage A;
- b. Damages under Coverage B; and
- c. Medical expenses under Coverage C;

because of all “bodily injury”, “property damage” and “personal and advertising injury” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

2. Paragraph 4., the Personal And Advertising Injury Limit, Paragraph 5., the Each Occurrence Limits, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Coverage continue to apply to “bodily injury”, “property damage” and “personal and advertising injury”, as applicable, arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft” but only if, and to the extent that, a limit of coverage is available under the Unmanned Aircraft Liability Aggregate Limit.

D. The following definition is added to the Definitions section:

“Unmanned aircraft” means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The coverage does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which a Member under the coverage document is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Member is, or had this coverage document not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a Member or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of a Member; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by a Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.



2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material".

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Member at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This coverage does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any Member or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any Member or by any other person or entity.

- C. The following definition is added to the Definitions Section:

Fungi includes, but is not limited to, any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, mushrooms, and any mycotoxins, spores, scents or byproducts produced or released by "fungi". Molds includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ORGANIC PATHOGENS EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This coverage does not apply to:

Organic Pathogens

- a. "Bodily injury" or "property damage" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "Organic Pathogen", including exposure to any "Organic Pathogen"; and
- b. Any loss, cost or expense arising out of any:
 - 1) Claim, suit, request, demand, order or statutory or regulatory requirement for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "Organic Pathogen", or
- c. "Bodily injury" or "property damage" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an "Organic Pathogen".

This exclusion does not apply to "bodily injury" caused by any "Organic Pathogen" in or on any food or beverages sold distributed, served or handled by the Member.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Organic Pathogens

- a. "Personal and advertising injury" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "Organic Pathogen", including exposure to any "Organic Pathogen"; and
- b. Any loss, cost or expense arising out of any:
 - 1) Claim, suit, request, demand, order or statutory or regulatory requirement for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "Organic Pathogen", or
- c. "Personal and advertising injury" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an Organic Pathogen.



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Exhibit 10

Commercial General Liability
[REDACTED]

C. The following definition is added to the Definitions Section:

“Organic Pathogen” means any:

- a. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
- b. Viruses or other pathogens (whether or not a microorganism); or
- c. Colony or group of any of the foregoing.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This coverage does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or



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Commercial General Liability

others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



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Exhibit 10

Commercial General Liability

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Coverage-Per Named Member		Deductible		Contribution
Employee Benefits Programs	\$1,000,000	Each Employee	\$0	each employee	\$included
	\$3,000,000	Aggregate			
Retroactive Date:	None				

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of any act, error or omission, of the Member, or of any other person for whose acts the Member is legally liable, to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits of Coverage); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.



b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the coverage document period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any Member, in accordance with Paragraph c. below, during the coverage document period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any Member or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the Member within 60 days after the end of the coverage document period will be considered to have been received within the coverage document period, if no subsequent coverage document or policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any Member.

2. Exclusions

This coverage does not apply to:

a. Intentional Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Member, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer or coverage provider.



d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any Member is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the Member, from the applicable funds accrued or other collectible insurance or coverage.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II –Who Is A Member are replaced by the following:

2. Each of the following is also a Member:



- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Member if no other similar coverage or insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage document period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III – Limits of Coverage is replaced by the following:

1. Limits of Coverage

- a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Members;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissionsnegligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage document period shown



in the Declarations of the coverage document to which this endorsement is attached, unless the coverage document period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

2. Deductible

- a. Our obligation to pay damages on behalf of the Member applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of coverage shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
- c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved Member, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV – Commercial General Liability Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any Member, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved Member must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;



- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of an act, error or omission to which this coverage may also apply.

d. No Member will, except at that Member's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

Knowledge of an act, error or omission, "claim" or "suit" by an agent, servant or "employee" of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a "claim" or "suit" by any agent, servant, or "employee" of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of acts, errors or omissions, "claims" and "suits" shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or "employee".

4. Other Coverage Or Insurance

If other valid and collectible coverage or insurance is available to the Member for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Coverage or Insurance

This coverage is primary except when Paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other coverage or insurance is also primary. Then, we will share with all that other coverage or insurance by the method described in Paragraph c. below.

b. Excess Coverage or Insurance

- (1) This coverage is excess over any of the other coverage or insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the coverage document period shown in the Schedule of this coverage and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this coverage; or
 - (b) The other coverage or insurance has a coverage document or policy period which continues after the Retroactive Date shown in the Schedule of this coverage.
- (2) When this coverage is excess, we will have no duty to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.
- (3) When this coverage is excess over other coverage or insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other coverage or insurance would pay for the loss in absence of this coverage; and the total of all deductible, retained and self-insured amounts under all that other coverage or insurance.
- (4) We will share the remaining loss, if any, with any other coverage or insurance that is not described in this Excess Coverage or Insurance provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Schedule of this endorsement.



c. Method of Sharing

If all of the other coverage or insurance permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider or insurer contributes equal amounts until it has paid its applicable limit of coverage or insurance or none of the loss remains, whichever comes first.

If any of the other coverage or insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's or insurer's share is based on the ratio of its applicable limits of coverage or insurance to the total applicable limits of coverage or insurance of all coverage providers or insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with coverage that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the coverage document period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the coverage document period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the coverage document period. The Extended Reporting Period will not go into effect unless you pay the additional contribution promptly when due.

We will determine the additional contribution in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" covered;

b. Previous types and amounts of coverage;

c. Limits of coverage available under this endorsement for future payment of damages; and

d. Other related factors.

The additional contribution will not exceed 100% of the annual contribution for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for "claims" first received during such period is excess over any other valid and collectible coverage or insurance available under coverages or policies in force after the Extended Reporting Period starts.



4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of coverage described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of coverage will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Coverage.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits including salary continuation plans and savings plans.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:



5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the Member must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Member submits with our consent.



SEXUAL MISCONDUCT COVERAGE FORM

Limits of Coverage

Per Sexual Misconduct	\$1,000,000
Aggregate Per Named Member	\$1,000,000

Application of Limits

Limits will apply as indicated X below:

 X Primary Self Insured Retention \$ N/A Per sexual misconduct
 Deductible \$ N/A Per sexual misconduct
 Deductible \$ N/A Per Claim

The sole coverage applicable to liability arising from "sexual misconduct" is provided by this Coverage Form. However, this Coverage Form is subject to the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part to which this Coverage Form is attached, except to the extent that this Coverage Form expressly modifies the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part.

I. Coverage Agreement

a. CLIC agrees to pay on behalf of the Member all "damages" the Member becomes legally obligated to pay because of "bodily injury" arising from "sexual misconduct". We will have the right and duty to defend any "suit" seeking such "damages." However, we will have no duty to defend the Member against any "suit" seeking "damages" because of "bodily injury" to which this coverage does not apply. We may, at our discretion, investigate any "sexual misconduct" and settle any claim or "suit" that may result. But:

1. The amount we will pay is limited as described in III. Limits of Liability; and
2. Our duty to defend ends when the applicable Limits of Coverage have been exhausted under this Coverage Form.

b. This coverage applies to "bodily injury" only if:

1. The "bodily injury" arises from "sexual misconduct" that takes place in the "coverage territory"; and
2. The "bodily injury" occurs during the coverage document period.

If "bodily injury" arising from "sexual misconduct" occurs during more than one coverage document period, only the coverage document in effect at the time the "bodily injury" first occurs will apply.

II. Exclusions

This coverage does not apply, in whole or in part, to:

a. Liability of any person who allegedly or actually participates in any "sexual misconduct". This exclusion applies regardless of the legal theory or basis upon which that person is alleged to be legally liable or responsible for any "damages" arising out of "sexual misconduct";



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- b. The cost of defense or the cost of paying any fines for any person resulting from any actual or alleged violation of a criminal or penal statute; or
- c. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involving "sexual misconduct".

III. Limits of Liability

Our obligation to pay "damages" is limited to:

a. The Per Sexual Misconduct and Aggregate Limits of Coverage shown on the first page of this Coverage Form regardless of the number of claims, "sexual misconducts", or Members; and

b. The Application of Limits shown on the first page of this Coverage Form as follows:

1. Primary

If coverage is primary, I. Coverage Agreement will apply; or

2. "Self Insured Retention"

If coverage applies excess of a "self insured retention," the Liability Self Insured Retention Endorsement attached to the coverage document will apply; or

3. Deductible

If coverage applies excess of a deductible, the Deductible Liability Endorsement attached to the coverage document will apply.

c. Regardless of the number of victims, incidents, locations, or claimants, all acts of "sexual misconduct" by any one person, or two or more persons acting together, as well as any breach of duty allowing or contributing to such acts, shall be deemed one "sexual misconduct" in determining the Limits of Coverage and the Self Insured Retention or Deductible that will apply.

IV. Definitions

a. "Sexual Misconduct" means any of the following, whether committed intentionally, recklessly, negligently, inadvertently or with the belief, erroneous or otherwise, by any Member or any other person that the victim is consenting and has the legal and mental capacity to consent thereto, and whether caused by or at the instigation of any Member or any other person performing services for or on behalf of any Member:

- 1. Any physical or sexual assault, abuse, molestation or habitual neglect;
- 2. Any immoral, amoral, indecent or improper liberties;
- 3. Any act or threatened sexual act or contact;
- 4. Any verbal, written, recorded, electronic or digital correspondence, communication or other form of documentation of a sexual, immoral, amoral or prohibited nature; or
- 5. Any sexual grooming, psychological manipulation or other behavior that threatens, leads to or culminates in any sexual act or contact.



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b. "Damages" means money damages, including punitive damages where allowed by law, which a Member becomes legally obligated to pay as compensation for "bodily injury" arising from "sexual misconduct."
"Damages" does not include" (1) injunctive relief or the costs to comply with injunctive relief; (2) restitution; (3) refund of taxes, fees, assessments or similar payments; (4) fines, penalties, sanctions; (5) attorneys' fees, unless attorneys' fees are recoverable by statute, ordinance or law, or are awarded in addition to money damages otherwise covered by this coverage document; and (6) nominal damages.



CRISIS MANAGEMENT ENDORSEMENT

This endorsement modifies coverage provided by this coverage document.

We shall pay any "Costs", on behalf of the "Named Member", incurred from the use of "Crisis Management Resources", as agreed by us, following an "Incident", as defined herein, which first occurred during the "Coverage Document Period".

We shall pay any "Costs" incurred, as covered herein, directly to the third party "Crisis Management Resources".

Limits of Coverage

Coverage herein is limited to \$50,000 per "Incident" per "Named Member" and \$100,000 in the Annual Aggregate per "Named Member". Coverage is not subject to a deductible nor shall it be considered part of any other loss covered by us.

Definitions

1. "Member" means not only the "Named Member" shown in the Declarations of this coverage document, but also includes any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, or employees of the "Named Member" while acting within the scope of their duties as such. "Member" shall also mean any person, organization, trustee or estate to whom the "Named Member" is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide coverage such as is offered by this coverage document; but only in respect to acts or operations by or on behalf of the "Named Member", and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.
2. "Automobile" means any motor vehicle intended or designed for highway use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto.
3. "Bodily Injury" means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.
4. "Costs" means fees paid by us for the services rendered by "Crisis Management Resources". These "Costs" are capped up to the limit detailed herein.
5. "Claim" means all notices or demand for financial assistance to us following a covered incident.
6. "Crisis Management Resources" means any public relations firm or crisis management firm approved by us. "Crisis Management Resources" will consist of but is not limited to:
 - a. Public Relations Officers
 - b. Incident Response Team
 - c. Psychological Counseling
7. "Incident" can be defined only by the following named events:
 - a. A criminal act of violence causing "Bodily Injury" to multiple persons or significant "Property Damage" to the "Property of the Member"; or
 - b. "Automobile" or aircraft accident causing serious "Bodily Injury" to a multiple number of students or "Members"; or



- c. Public defamation or slander of the "Named Member" which has or threatens to devalue the Institutions brand and/or reputation.
8. "Named Member" means the person and/or organization named in the Commercial General Liability Declarations of this coverage document.
9. "Coverage Document Period" means the length of time that the coverage document is in force as stated in the Commercial General Liability Declarations of this coverage document as the "Coverage Document Period".
10. "Property Damage" means direct damage to or destruction or loss of property, including all resulting loss of use of property, excluding, however, damage to the "Property of the Member".
11. "Property of the Member" means all Real and Personal Property which is in the care, custody or control of the "Member" or which the "Member" owns or agrees to cover by any contractual agreement normal to its operation, including : leasehold improvements and betterments; Personal Property in transit; property in the course of construction, installation, repair, renovation and the like; "Automobile"; Accounts Receivable; Data Processing Systems; Data Processing Media; Fine Arts; Valuable Papers; and Mobile Equipment.

Conditions

- a) Any "Claim" must be made within the "Coverage Document Period".
- b) The "Incident" must be reported to "Crisis Management Resources" within 24 hours of the Risk Manager/s or Senior Official/s being made aware of the "Incident".
- c) The "Incident" must occur in the United States and response to the "Incident" is limited to the United States.
- d) Alleged or intentional acts by the "Named Member" and their board or senior officials which resulted in a named "Incident" are excluded from coverage.
- e) Any previously reported or covered "Incident" is excluded.

Notice of an Incident

"Crisis Management Resources" are provided by Jackson Spalding 24 hours a day, seven days a week. In the event of an "Incident", please notify the following persons, on the below list, within 24 hours of the Risk Manager/s or Senior Official/s being made aware of the "Incident". Please contact the office numbers during business hours (9am ET – 5pm ET) and ask for the name of any person on the below list. If it is after business hours, please contact one of the mobile numbers. An individual is always on call.

- Blair Meeks – 404-214-2271 office, 404-402-9651 mobile
bmeeks@jacksonspalding.com
- Caroline Duffy – 404-724-2515 office, 404-713-2984 mobile
cnduffy@jacksonspalding.com
- Rachel Tobin – 404-724-2501 office, 404-276-5930 mobile
rtobin@jacksonspalding.com
- Glen Jackson – 404-724-2505 office, 404-944-6491 mobile
gjackson@jacksonspalding.com
- Bo Spalding – 404-724-2510 office, 404-375-9371 mobile



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability

bspalding@jacksonspalding.com

- Eric O'Brien – 404-724-2511 office, 404-550-5388 mobile
eobrien@jacksonspalding.com
- Brian Brodrick – 404-724-2513 office, 404-983-4384 mobile
bbrodrick@jacksonspalding.com
- Trudy Kremer – 404-724-2518 office, 404-277-3418 mobile
tkremer@jacksonspalding.com

Main Office Phone – 404-742-2500 – www.jacksonspalding.com

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the coverage document to which this Endorsement is attached.



POLICE PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Limits of Coverage

Each Occurrence Limit	\$1,000,000
Each Person limit	\$1,000,000
Aggregate Limit - Per Named Member	\$3,000,000

Self Insured Retention and Member Deductible

Self Insured Retention	\$0
Member Deductible	\$0

The Word "Member" means any person or organization qualifying as such under Section II - Who Is A Member of this endorsement.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions of this endorsement.

Section I - Coverages

Coverage A. Bodily Injury And Property Damage Liability

1. Coverage Agreement

- a. We will pay those sums in excess of the applicable "Self-insured Retention", subject to the applicable limits of coverage and the terms and conditions applicable to this coverage, that the Member becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees". We will have the right but not the duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may at our discretion and expense participate with you in the investigation of any "occurrence" and the defense or settlement of any claim or "suit" that may result. But:

- (1) The amount we will pay for damages and/or expenses is limited as described in Section III Limits Of Coverage of this endorsement.
- (2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of coverage in the payment of "Allocated Loss Adjustment Expenses", judgments, or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Allocated Loss Adjustment Expenses - Coverages A And B section of this endorsement.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.



2. Exclusions

This coverage does not apply to:

- a. "Bodily injury" or "property damage" for which the Member is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a mutual law enforcement assistance agreement or contract between political subdivision; or
 - (2) That the Member would have in the absence of the contract or agreement.
- b. Any obligation of the Member under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including acts arising out of class action suits.
- c. "Bodily injury" or "property damage" to:
 - (1) An employee of the Member or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the Member; or
 - (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1) Whether the Member may be liable as an employer or in any other capacity, and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury" or "property damage".
- d. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Member. Use includes operation and "loading or unloading".
 - e. "Property damage" to:
 - (1) Property you own, rent, or occupy;
 - (2) Property loaned to you;
 - (3) Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention.
 - f. Claims or "suits" for damages arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any Member.
 - g. Claims or "suits" for damages arising out of acts of fraud committed by or at the direction of the Member with affirmative dishonesty or actual intent to deceive or defraud.



- h. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the Named Member. This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.
- i. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the Member for any costs, fees or expenses which the Member shall become obligated to pay as result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the Member for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- j. Claims or "suits" against the Member for acts of another officer or employee unless said officer or employee is also covered for said acts in a coverage document issued by us.
- k. "Bodily injury" arising out of any:
 - (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
 - (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the Member may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- l. Any claim or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the Member for a claim falling within the coverage provided by this endorsement, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- m. Any claim or "suit" arising out of the actual or alleged transmission of any communicable disease.
- n. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or (3) any claim "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- o. Any claim or "suit" in connection with any loss:
 - (1) Arising directly or indirectly out of:
 - (a) Any actual or alleged failure, malfunction or inadequacy of:



i. Any of the following, whether belonging to a Member or to others:

- (i) Computer hardware, including microprocessors;
- (ii) Computer application software;
- (iii) Computer operating systems and related software;
- (iv) Computer networks;
- (v) Microprocessors (computer chips) not part of any computer system; or
- (vi) Any other computerized or electronic equipment or components; or

ii. Any other products, and any services, data or functions that directly or indirectly use to rely upon, in any manner, any of the items listed in paragraph (1)(a)i of this exclusion due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 or beyond.

(b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1)(a) of this exclusion.

p. Fungi or Bacteria

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any Member or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

q. "Bodily injury" or "property damage" arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Member; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;

of a person for whom any Member is or ever was legally responsible and whose conduct would be excluded by subparagraph (1) above.



r. Organic Pathogens

(1) "Bodily injury" or "property damage" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any Organic Pathogen, including exposure to any "Organic Pathogen"; and

(2) Any loss, cost or expense arising out of any:

a. Claim, suit, request, demand, order or statutory or regulatory requirement for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "Organic Pathogen", or

(3) "Bodily injury" or "property damage" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an "Organic Pathogen".

This exclusion does not apply to "bodily injury" caused by any "Organic Pathogen" in or on any food or beverages sold, distributed, severed or handled by the Member.

Coverage B Personal Injury Liability

1. Coverage Agreement

a. We will pay those sums, in excess of the applicable "Self Insured Retention", subject to the applicable limits of coverage and the terms and conditions applicable to this coverage part, that the Member becomes legally obligated to pay as damages because of "personal injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees". We will have the right but not the duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "personal injury" to which this coverage does not apply. We may at our discretion and expense participate with you in the investigation of any "occurrence" and the defense or settlement of any claim or "suit" that may result. But:

(1) The amount we will pay for damages and/or expenses is limited as described in Section III Limits Of Coverage of this endorsement.

(2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of coverage in the payment of "Allocated Loss Adjustment Expenses", judgments, or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Allocated Loss Adjustment Expenses - Coverages A And B section of this endorsement.

b. This coverage applies to "personal injury" only if caused by an offense:

(1) Committed in the "coverage territory" during the coverage document period; and

(2) Arising out of the conduct of your law enforcement activities.

2. Exclusions

This coverage does not apply to:



a. "Personal injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Member with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the coverage document period;
- (3) Arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any Member;
- (4) Arising out of acts of fraud committed by or at the direction of the Member with affirmative dishonesty or actual intent to deceive or defraud; or
- (5) For which the Member has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (a) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions;
 - (b) That the Member would have in the absence of the contract or agreement.

b. "Personal injury" to:

- (1) An employee of the Member or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the Member; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies;

- (1) Whether the Member may be liable as employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

c. To claims or "suit" arising out of the performance of any law enforcement activity for anyone other than the Named Member. This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

d. "Personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or



(4) Consequential "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the Member may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the "personal injury".

- e. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the Member for any costs, fees or expenses which the Member shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the Member for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- f. Claims or "suits" against the Member for acts of another officer or employee unless said officer or employee is also covered for said acts in a coverage document issued by us.
- g. Any claim or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the Member for a claim falling within the coverage provided by this endorsement, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- h. A claim or "suit" arising out of any communicable disease.
- i. Any claim or "suit" in connection with any loss:
 - (1) Arising directly or indirectly out of:
 - (a) Any actual or alleged failure, malfunction or inadequacy of:
 - i. Any of the following, whether belonging to a Member or to others:
 - (i) Computer hardware, including microprocessors;
 - (ii) Computer application software;
 - (iii) Computer operating systems and related software;
 - (iv) Computer networks;
 - (v) Microprocessors (computer chips) not part of any computer system; or
 - (vi) Any other computerized or electronic equipment or components; or
 - ii. Any other products, and any services, data or functions that directly or indirectly use to rely upon, in any manner, any of the items listed in paragraph (1)(a)i of this exclusion due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 or beyond.
 - (b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1)(a) of this exclusion.
- j. Fungi or Bacteria
 - (1) "Personal injury" which would not have taken place, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of,



or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expense arising but of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any Member or by any other person or entity.

k. "Personal injury" arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Member; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure so report; or
 - (e) Retention;

of a person for whom any Member is or ever was legally responsible and whose conduct would be excluded by subparagraph (1) above.

- I. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or (3) any claim "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

m. Organic Pathogens

- (1) "Personal Injury" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "Organic Pathogen", including exposure to any "Organic Pathogen"; and
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "Organic Pathogen", or
- (3) "Personal Injury" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an "Organic Pathogen".

This exclusion does not apply to "bodily injury" caused by any "Organic Pathogen" in or on any food



or beverages sold, distributed, severed or handled by the Member.

Allocated Loss Adjustment Expenses – Coverages A And B

You are responsible for all "Allocated Loss Adjustment Expenses" you incur up to the "Self Insured Retention". However, the most you are responsible for with respect to damages and the "Allocated Loss Adjustment Expenses" combined shall not exceed the "Self Insured Retention".

Your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each "occurrence" for "bodily injury" or "property damage" or for "personal injury".

Supplementary Payments

We will pay, subject to the "Member Deductible" and the "Self Insured Retention", with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Coverage. We are not obligated to furnish these bonds.
3. All reasonable expenses incurred by the Member at our request to assist us in the investigation or defense of a claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work. Such expenses do not include salaries of officials or employees of the Member.
4. All costs taxed against the Member in the "suit" except for any award of attorney's fees.
5. Pre-judgment interest awarded against the Member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of Coverage.

These payments will not reduce the Limits of Coverage.

Section II-Who Is A Member

1. Each of the following is a Member:
 - a. The Member named in the Declarations.
 - b. Your employees, but only for acts within the scope of the employment by you.
 - c. Volunteers or reserves while performing law enforcement activities for you at your request.

However, none of these employees, volunteers or reserves is a Member for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or



- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, volunteer or reserve or any of your other employees, volunteers or reserves.

- 2. The political subdivision in which you are located is a Member, but only with respect to liability of the political subdivision for which a Member, as defined in paragraph 1.a., 1.b., or 1.c. above, is also liable.

Section III – Limits Of Coverage

- 1. The Limits of Coverage shown in the Schedule and the rules below are the most we will pay under the Police Professional Liability Coverage regardless of the number of:
 - a. Members;
 - b. Claims made or "suits" brought; or
 - c. Person or organizations making claims or bringing "suits".
- 2. The Aggregate Limit in the Schedule is the most we will pay under the Police Professional Liability Coverage for the sum of damages under Coverage A and Coverage B.
- 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay under the Police Professional Liability Coverage for the sum of damages under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" arising out of any one "occurrence". Claims based upon and arising out of the same act or interrelated acts of one or more Members shall be considered to be a single "occurrence".
- 4. Subject to 3 above, the Each Person Limit is the most we will pay under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" to any one person.
- 5. The Limits of Coverage provided by this coverage will apply in excess off the following "Self Insured Retention":
 - (a) The "Self Insured Retention" applying only to damages and/or expenses for "occurrences" covered under this endorsement, is the amount stated in the Schedule per "occurrence".

Subject to additional "Allocated Loss Adjustment Expenses", the "Self Insured Retention" is the most all Members, individually and/or collectively will pay for:

- (1) The sum of all damages and/or expenses under the Coverage A Bodily Injury And Property Damage Liability section because of all "bodily injury" or "property damage" arising out of any one "occurrence"; or
- (2) The sum of all damages and/or expenses under the Coverage B Personal Injury Liability section sustained by any one person or organization arising out of any one "occurrence".

The Member will pay only one "Self Insured Retention" regardless of the number of coverage forms, parts, or extensions applicable to the same "Allocated Loss Adjustment Expenses" and/or damages. If the coverage forms, parts, or extension do not all have the same "Self Insured Retention", the Member will pay the "Self Insured Retention", which is greatest.



- (b) The Aggregate Limit in the Schedule, applying only to damages and/or expenses for "occurrences" covered under this endorsement, is the amount stated in the Schedule for the coverage document period.

Subject to additional "Allocated Loss Adjustment Expenses", the Aggregate Limit in the Schedule is the most all Members, individually and/or collectively will pay for:

- 1) The sum of all damages and/or expenses under Coverage A Bodily Injury and Property Damage Liability section because of all "bodily injury" or "property damage" during the coverage document period; or
- 2) The sum of all damages and/or expenses under the Coverage B Personal Injury Liability section because of all "personal injury" sustained during the coverage document period.

The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage document period shown in the Declarations, unless the coverage document period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

The Aggregate Limit as shown on the Schedule applies separately to each Named Member.

Section IV - Police Professional Liability Conditions

1. Bankruptcy

Your bankruptcy, insolvency, inability to pay, failure to pay or refusal to pay the "Self Insured Retention" will not increase our obligations under the coverage document. In the event there is insurance or coverage, whether or not applicable to an "occurrence", claim or "suit" within the "Self Insured Retention", you will continue to be responsible for the full amount of the "Self Insured Retention" or any portion thereof. Our obligations will begin only when the entire amount of the "Self Insured Retention" has been paid and then only in excess of the "Self Insured Retention", up to the applicable limit of coverage, adjusted for any reduction in the aggregate limit of liability.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. On a quarterly basis, you must provide us with a written summary (loss run) of all "occurrence", claims or "suits" which have or may result in payments within the "Self Insured Retention". This written summary must show:
 - (1) The date of the "occurrence"; and
 - (2) The name(s) of the injured person(s) or identification of the damaged property; and
 - (3) A description of the injury or damage; and
 - (4) The amount paid or reserved, including supplementary payments, resulting from the "occurrence", claim or "suit".
- b. The Member shall give prompt notice to us if an injury of the following type occurs and provide written notice to us within ten (10) days thereafter:
 - (1) Gross indemnity and expense reserve equal to or exceeding 50% of the "Self Insured Retention";



- (2) A fatality;
 - (3) Spinal cord injuries or other nerve damage resulting in paralysis;
 - (4) Brain or brain stem injury;
 - (5) Amputation of extremity or a crushing injury without amputation that renders extremity useless;
 - (6) 2nd or 3rd degree burns covering 25%, or more, of the body or involving hands or facial disfigurement;
 - (7) Permanent impairment of vision by 50%;
 - (8) Permanent impairment of hearing by 50%;
 - (9) Back injuries requiring surgical correction or with disability of one year or more;
 - (10) Any claim that is going to trial;
 - (11) Acquired Immune Deficiency Syndrome (AIDS) or infection by Human Immunodeficiency Virus (HIV);
 - (12) Permanent disfigurement;
 - (13) Class action claims;
 - (14) Claims alleging civil rights violations under state or federal law;
 - (15) Claims involving employment-related allegations;
 - (16) Reopening of any case in which further award might involve indemnity by us.
- b. You and any other involved Member must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of injury or damage to which this coverage may also apply;
 - (5) Consent to being examined and questioned by our representative, under oath if necessary;
 - (6) Upon our request attend hearings, depositions and trials; and



(7) Secure and give evidence to us, and obtain the attendance of witnesses.

- c. No Member will, except at that Member's own cost, voluntarily make a payment, assume any Obligation, or incur any expense, other than for first aid, in excess of the "Self Insured Retention" without our prior, written consent.

3. Legal Action Against Us

No person or organization has a right under this coverage:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from a Member; or
- b. To sue us under this coverage unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Member obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this coverage or that are in excess of the applicable Limit of Coverage. An agreed settlement means a settlement and release of liability signed by us, the Member and the claimant or the claimant's legal representative.

4. Other Coverage or Insurance

- a. This coverage is excess over and shall not contribute with any of the other coverage or insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to coverage or insurance specifically written as excess over this coverage.

When this coverage is excess, we will have no duty under Coverages A or B to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.

- b. When this coverage is excess over other coverage or insurance, we will pay, subject to Section III - Limits of Coverage, the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other coverage or insurance would pay for the loss in the absence of this coverage; and
- (2) The total of all "Member Deductible" and self-insured amounts under all that other coverage or insurance.

5. Contribution Audit

- a. We will compute all contributions for this coverage document in accordance with our rules and rates.
- b. Contribution shown in this coverage document as advance contribution is a deposit contribution only. At the close of each audit period we will compute the earned contribution for that period. The final contribution shall be based on the average number of all paid law enforcement officers of the Named Member, full and part time, during the coverage document period determined as follows:
 - 1. The Named Members shall maintain records and report, within thirty days after the end of the coverage document period, the highest number of paid law enforcement officers on any one day in each month for each month this coverage document was in effect.



2. The average number of such officers shall be determined by dividing the sum of the number of such officers determined above by the number of months the coverage document was in effect.

Audit contributions are due and payable on notice to the Named Member. If the sum of the advance and audit contributions paid for the coverage document term is greater than the earned contribution, we will return the excess to the Named Member.

- c. The Named Member must keep records of the information we need for contribution computation, and send us copies at such times as we may request.

6. Representations

By accepting this coverage document, you agree that:

- a. The application for coverage completed in solicitation of this coverage is made a part of this coverage document as though set forth in full herein;
- b. The statements in the application for coverage are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this coverage document in reliance upon your representations.

7. Separation Of Members

Except as noted herein, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each Member against whom a claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the Member has rights to recover all or part of any payment we have made under this coverage, those rights are transferred to us. The Member must do nothing after loss to impair them. At our request, the Member will bring "suit" or transfer those rights to us and help us enforce them.

9. Member Deductible

- a. Our obligation under Section I Coverage A and Coverage B to pay damages on behalf of the Member applies only to the amount of damages in excess of any "Member Deductible" amount stated in the Schedule. The "Member Deductible" will apply before the "Self Insured Retention" discussed in paragraph 5 of Section III above.
- b. The "Member Deductible" amount stated in the Schedule, if any, applies to all damages because of "bodily injury", "property damage" and "personal injury" sustained by one person or organization as the result of any one "occurrence". Claims based upon and arising out of the same act or interrelated acts of one or more Members shall be considered to be a single "occurrence", subject to one deductible per Member.
- c. The "Member Deductible" amount stated in the Schedule applies to each "occurrence" and includes



loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.

- d. The terms of this coverage, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the "Member Deductible" amount.
- e. We may pay any part or all of the "Member Deductible" amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the "Member Deductible" amount as has been paid by us.

10. Waiver Of Governmental Immunity

We will not waive, whether in the adjustment of claims or in the defense of "suits" against any Member, any governmental immunity of the Named Member, unless required to do so by applicable federal or state law, and only to the extent required by such law.

Any waiver of immunity required by applicable federal or state law will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Coverage or for damages to which this coverage does not apply.

Section V – Definitions

- 1. "Allocated Loss Adjustment Expenses" means: all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorney's fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public record, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our or your general overhead, the salary and employee benefits of any of our or your employees, nor the fees of any attorney who is our or your employee or under permanent retainer; nor the fees of any attorney retained to provide counsel to us about our obligations, if any, under any coverage document issued by us, with respect to a claim or "suit" against you.

- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury nor damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:



- (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and
 - (2) The Member's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
6. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
7. "Member" means each entity as listed on Endorsement #1 of this coverage document.
8. "Member Deductible" means the amount the Member must contribute to each loss and/or "Allocated Loss Adjustment Expense".
9. "Mobile Equipment" means any of the following types of land vehicle, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well service equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.



However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

10. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury", "personal injury", or "property damage" by any person or organization and arising out of the Member's law enforcement duties.

All claims arising out of (a) a riot or insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law are agreed to constitute one "occurrence".

11. "Organic Pathogen" means any:

- a. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
- b. Viruses or other pathogens (whether or not a microorganism); or
- c. Colony or group of any of the foregoing.

12. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies, invasion of the right of private occupancy, or denial of public occupancy;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. Assault and battery;
- g. Erroneous service of process;



- h. Violation of property rights;
- i. Discrimination, unless coverage thereof is prohibited by law;
- j. Humiliation or mental anguish;
- k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;

provided that no offense shall be deemed to be or result in "personal injury" unless committed in the regular course of duty by the Member.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

14. "Self Insured Retention" means the amount of dollars retained by the Member for each "occurrence" from a covered cause of loss.

15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal injury" to which this coverage applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability

[illegible]

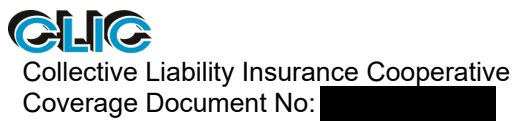


Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Commercial General Liability

[illegible]



Commercial General Liability

LIMITS OF COVERAGE – PER NAMED MEMBER	
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT – ANY ONE PREMISES	\$900,000
MEDICAL EXPENSE LIMIT – ANY ONE PERSON	Excluded
PERSONAL & ADVERTISING INJURY LIMIT – ANY ONE PERSON OR ORGANIZATION	\$1,000,000
GENERAL AGGREGATE LIMIT	\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$incl in general agg



CLIC BULLYING ENDORSEMENT

This endorsement modifies the coverage provided by this coverage document and provides the sole coverage applicable to liability arising from claims made against a Member alleging, arising out of, based upon or attributable to "bullying" of any student or other minor by any student, employee or other person under the supervision or control of the Named Member. However, this endorsement is subject to the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part to which this endorsement is attached, except to the extent that this endorsement expressly modifies the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part.

CLIC agrees to pay on behalf of the Member "damages" the Member becomes legally obligated to pay arising from "bullying."

We will have the right and duty to defend any "suit" seeking such "damages". However, we will have no duty to defend the Member against any "suit" seeking such "damages" to which this coverage does not apply. We may, at our discretion, investigate any "bullying" and settle any claim or "suit" that may result. But:

1. The amount we will pay is limited as described in the Commercial General Liability Coverage Part; and
2. Our duty to defend ends when the applicable Limits of Coverage have been exhausted under the Commercial General Liability Coverage Part.

This endorsement applies to "bodily injury", "property damage" or "personal and advertising injury" only if:

1. It arises from "bullying" that takes place in the "coverage territory"; and
2. It occurs during the coverage document period.

If "bodily injury", "property damage" or "personal and advertising injury" arising from "bullying" occurs during more than one coverage document period, only the coverage document in effect at the time the "bodily injury", "property damage" or "personal and advertising injury" first occurs will apply.

Exclusions:

This coverage does not apply, in whole or in part to:

1. Liability of any person who allegedly or actually participates in "bullying". This exclusion applies regardless of the legal theory or basis upon which that person is alleged to be legally liable or responsible for any "damages" arising out of "bullying";
2. The cost of defense or the cost of paying any fines for any person resulting from any actual or alleged violation of a criminal or penal statute; or
3. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involving "bullying".

Regardless of the number of victims, incidents, locations, or claimants, all acts of "bullying" by any one person, or two or more persons acting together, as well as any breach of duty allowing or contributing to such acts, shall be deemed one "bullying" in determining the Limits of Coverage that will apply.

Definitions:

"Bullying", as defined by applicable state statute, means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

- (1) Placing the student or students in reasonable fear of harm to the student's or students' person or property;
- (2) Causing a substantial detrimental effect on the student's or students' physical or mental health;



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Commercial General Liability
[REDACTED]

- (3) Substantially interfering with the student's or students' academic performance; or
- (4) Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities or privileges provided by the Named Member.

"Damages", as used in this endorsement, means money damages, including punitive damages where allowed by law, which a Member becomes legally obligated to pay as compensation for "bodily injury", "property damage", or "personal and advertising injury" arising from "bullying." Damages does not include: (1) injunctive relief or the costs to comply with injunctive relief; (2) restitution; (3) refund of taxes, fees, assessments or similar payments; (4) fines, penalties, sanctions; (5) attorneys' fees, unless attorneys' fees are recoverable by statute, ordinance or law, or are awarded in addition to money damages otherwise covered by this coverage document; and (6) nominal damages.

"Personal and advertising injury", as used in this endorsement, is amended to include:

- h. emotional distress arising out of "bullying".



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

CRIME COVERAGE DOCUMENT DECLARATIONS

COVERAGE PROVIDER AND MAILING ADDRESS:

Collective Liability Insurance Cooperative (CLIC)
c/o Stevenson High School District #125
2 Stevenson Drive
Lincolnshire, IL 60069

NAMED MEMBERS: See [REDACTED] (and its amendments-if any)
COVERAGE DOCUMENT PERIOD: 07/01/21 to 07/01/22
AT 12:01 A.M. TIME AT THE MAILING ADDRESS SHOWN ABOVE

Coverage Agreements	Limit of Coverage Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	\$2,000,000	\$2,500
2. Employee Theft – Per Employee Coverage	Not Covered	Not Covered
3. Forgery Or Alteration	\$2,000,000	\$2,500
4. Inside The Premises – Theft Of Money And Securities	\$2,000,000	\$2,500
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered
6. Outside The Premises	\$2,000,000	\$2,500
7. Computer Fraud	\$2,000,000	\$2,500
8. Funds Transfer Fraud	\$2,000,000	\$2,500
9. Money Orders And Counterfeit Money	Not Covered	Not Covered

Contribution: \$ As per allocation on file with CLIC.

If “Not Covered” is inserted above opposite any specified Coverage Agreement, such Coverage Agreement and any other references thereto in this coverage document are deleted.

Endorsements Forming Part Of This Coverage Document When Issued:

FORM NUMBER	DATE	FORM TITLE
[REDACTED]	0721	Crime Coverage Document Declarations
[REDACTED]	0506	Schools Crime Coverage Form (Loss Sustained Form)
[REDACTED]	0813	Telephone Toll Fraud
[REDACTED]	1010	Nonbinding Arbitration
[REDACTED]	1010	Include Chairperson And Members Of Specified Committees As Employees
[REDACTED]	1010	Include Specified Non-Compensated Officers As Employees
[REDACTED]	1010	Include Volunteer Workers As Employees
[REDACTED]	1010	Include Treasurers Or Tax Collectors As Employees
[REDACTED]	1010	Include Students As Employees
[REDACTED]	1010	Add Trading Coverage
[REDACTED]	0813	Add Faithful Performance of Duty Coverage For School Employees
[REDACTED]	1010	Add Credit, Debit or Charge Card Forgery
[REDACTED]	1198	Common Coverage Document Conditions
[REDACTED]		Named Members (including benefit plans)

In return for the payment of contributions, and subject to all the terms and conditions of this coverage document, we agree with you to provide the coverage as stated in this coverage document.



SCHOOLS CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this coverage document restrict coverage. Read the entire coverage document carefully to determine rights, duties and what is or is not covered.

Throughout this coverage document the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to the Collective Liability Insurance Cooperative (CLIC).

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E. Definitions.

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit of Coverage is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Coverage Document Period shown in the Declarations, except as provided in Condition F.1.j. or F.1.k., which is "discovered" by you during the Coverage Document Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition F.1.f.:

1. Employee Theft – Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Coverage Agreement, "theft" shall also include forgery.

2. Employee Theft – Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Coverage Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

For the purposes of this Coverage Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

4. Inside The Premises – Theft Of Money And Securities



a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from actual disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

5. Inside The Premises – Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") or an armored motor vehicle company resulting directly from "theft", actual disappearance or destruction.

b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

a. To a person, other than a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises"), outside those "premises"; or

b. To a place outside those "premises".

8. Funds Transfer Fraud



We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by, or which purport to have been issued by, any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Coverage

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Coverage shown in the Declarations.

If any loss is covered under more than one Coverage Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Coverage available under any one of those Coverage Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage.

D. Exclusions

1. This coverage does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Coverage Document Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this coverage and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Coverage Document Period shown in the Declarations.

c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Coverage Agreement A.1. or A.2.



d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Or Consequential Loss

Loss that is an indirect or consequential result of an "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Coverage Agreement A.3.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Similar Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;



(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Coverage Agreements A.1. and A.2. do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Coverage Agreements A.4., A.5. and A.6. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices



Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Coverage Agreement A.6. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement A.7. does not cover:



a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

5. Coverage Agreement A.8. does not cover:

Computer Fraud

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this coverage.

5. "Employee":

a. "Employee" means:

(1) Any natural person:



(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Coverage Agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.



8. "Funds" means "money" and "securities".

9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".

10. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

11. "Occurrence" means:

a. Under Coverage Agreement A.1.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Coverage Document Period shown in the Declarations, except as provided under Condition F.1.j. or F.1.k.

b. Under Coverage Agreement A.2.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by each "employee" acting alone or in collusion with other persons, during the Coverage Document Period shown in the Declarations, except as provided under Condition F.1.j. or F.1.k.

c. Under Coverage Agreement A.3.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Coverage Document Period shown in the Declarations, except as provided under Condition F.1.j. or F.1.k.

d. Under All Other Coverage Agreements:

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or



(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Coverage Document Period shown in the Declarations, except as provided under Condition F.1.j. or F.1.k.

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this coverage.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has caused or threatened to cause that person bodily harm and the threat is committed in the presence and cognizance of such person.

15. "Safe burglary" means the unlawful taking of:

- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b. A safe or vault from inside the "premises".

16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

17. "Theft" means the unlawful taking of property to the deprivation of the Member.

18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Coverage Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institutions through an electronic funds transfer system.

19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

F. Conditions

The following Conditions apply in addition to the Common Coverage Document Conditions:

1. Conditions Applicable To All Coverage Agreements



a. Additional Premises Or Employees

If, while this coverage is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this coverage. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional contribution need be paid for the remainder of the Coverage Document Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This coverage is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other Member, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This coverage;
- (2) The property covered under this coverage;
- (3) Your interest in the property covered under this coverage; or
- (4) A claim under this coverage.

c. Cooperation

You must cooperate with us in all matters pertaining to this coverage as stated in its terms and conditions.

d. Duties In The Event Of Loss

After [your school superintendent, business manager or a person who has been designated by them](#) "discovers" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Members under Coverage Agreement A.1. or A.2.
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Coverage Agreement A.1. or A.2. does not apply to loss sustained by any Plan.



f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation or termination of this coverage, which is "discovered" by you no later than 1 year from the date of that cancellation or termination.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance or coverage obtained by you, whether from us or another insurer or coverage provider, replacing in whole or in part the coverage afforded under this coverage, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

g. Joint Member

If this coverage is cancelled as to any Named Member, loss sustained by that Named Member is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance or coverage obtained by that Named Member, whether from us or another insurer or coverage provider, replacing in whole or in part the coverage afforded under this coverage, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this coverage without additional contribution within 45 days prior to or during the Coverage Document Period shown in the Declarations, the broadened coverage will immediately apply to this coverage.

j. Loss Sustained During Prior Coverage Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Coverage And Partly During Prior Insurance Or Coverage

If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Coverage Document Period shown in the Declarations; and
- (b) Partly during the Coverage Document Period(s) of any prior cancelled or terminated coverage that we or any affiliate issued to you or any predecessor in interest;



and this coverage became effective at the time of cancellation or termination of the prior coverage, we will first allocate the amount of the covered loss that you sustained during this Coverage Document Period. We will then allocate the remaining amount of the covered loss that you sustained during the Coverage Document Period(s) of the prior coverage.

(2) Loss Sustained Entirely During Prior Insurance Or Prior Coverage

If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Coverage Document Period(s) of any prior cancelled or terminated coverage that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

(a) This coverage became effective at the time of cancellation or termination of the prior coverage; and

(b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".

We will first allocate the amount of the covered loss that you sustained during the most recent prior coverage. We will then allocate any remaining amount of the covered loss that you sustained during the Coverage Document Period(s) of any other prior coverage.

(3) In allocating loss subject to this Condition:

(a) The most we will pay for the entire loss is the highest single Limit of Coverage applicable during the period of loss, whether such limit was written under this coverage or was written under the prior coverage issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this coverage. If no loss was sustained under this coverage, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior coverage.

If the Deductible Amount is larger than the amount of loss sustained under this coverage, or the most recent prior coverage, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior coverage.

We will not apply any other Deductible Amount that may have been applicable to the loss.

k. Loss Sustained During Prior Coverage Or Insurance Not Issued By Us Or Any Affiliate

(1) If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place during the coverage document period or policy period of any prior cancelled or terminated coverage or insurance that was issued to you or a predecessor in interest by another company or service provider, and the period of time to discover loss under that coverage or insurance had expired, we will pay for the loss under this coverage, provided:

(a) This coverage became effective at the time of cancellation or termination of the prior coverage or insurance; and

(b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".

(2) In allocating loss subject to this Condition:



(a) The most we will pay for the entire loss is the lesser of the Limits of Coverage or Limits of Insurance applicable during the period of loss, whether such limit was written under this coverage or was written under the prior cancelled or terminated coverage or insurance.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled or terminated coverage or insurance.

(3) The coverage provided under this Condition is subject to the following:

(a) If loss covered under this Condition is also partially covered under Condition F.1.j., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition F.1.j.

(b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Coverage applicable to the loss covered under this coverage and is limited to the lesser of the amount recoverable under:

(i) This coverage as of its effective date; or

(ii) The prior cancelled or terminated coverage or insurance had it remained in effect.

I. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to you for loss covered under this coverage, our obligations are limited as follows:

(1) Primary Coverage

When this coverage is written as primary coverage, and:

(a) You have other insurance or coverage subject to the same terms and conditions as this coverage, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Coverage shown in the Declarations bears to the total limit of all insurance or coverage covering the same loss.

(b) You have other insurance or coverage covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance or Limit of Coverage and Deductible Amount of that other insurance or coverage, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this coverage.

(2) Excess Coverage

(a) When this coverage is written excess over other insurance or coverage, we will only pay for the amount of loss that exceeds the Limit of Insurance or Limit of Coverage and Deductible Amount of that other insurance or coverage, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this coverage.



(b) However, if loss covered under this coverage is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance or coverage plus any Deductible Amount applicable to that other insurance or coverage.

m. Ownership Of Property; Interests Covered

The property covered under this coverage is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

n. Records

You must keep records of all property covered under this coverage so we can verify the amount of any loss.

o. Recoveries

(1) Any recoveries, whether effected before or after any payment under this coverage, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this coverage;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this coverage.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

p. Territory

This coverage covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation – Settlement



(1) The value of any loss for purposes of coverage under this coverage document shall be determined as follows:

(a) Loss of "money" but only up to and including its face value.

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

ii. The Limit of Coverage applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Coverage applicable to the lost or damaged property.

With regard to Paragraphs r.(1)(c)(i) through r.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

i. Until the lost or damaged property is actually repaired or replaced; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

b. Termination As To Any Employee



This Coverage Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the Named Member. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the Named Member's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition F.1.p. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Coverage Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition F.1.p. does not apply to Coverage Agreement A.3.

4. Conditions Applicable To Coverage Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Coverage Agreement A.6., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and



Collective Liability Insurance Cooperative
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[REDACTED]

(2) From any insurance or coverage or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.7.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition F.1.p. does not apply to Coverage Agreement A.7.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

TELEPHONE TOLL FRAUD

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

SCHEDULE

Number Of Days: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Telephone Toll Fraud endorsement, the provisions of the Coverage Form or Coverage Document to which this endorsement is attached apply, unless modified by this endorsement.

A. The following Coverage Agreement is added to Section A. Coverage Agreements:

We will pay for loss from long distance telephone toll call charges incurred by you resulting directly from fraudulent use or fraudulent manipulation of an "account code" or "system password" required to gain access to your "voice computer system", provided such loss did not result from the failure to:

1. Install and maintain in operating condition a call disconnect feature to terminate a caller's access after three unsuccessful attempts to enter an "account code"
2. Incorporate a "system password" or
3. Change a "system password" within the number of days shown in the Schedule.

B. The following condition is added to Section F. Conditions:

We will pay for loss resulting from toll call charges made on telephone lines directly controlled by one "voice computer system" occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charges were made.

C. The following definitions are added to Section E. Definitions:

1. "Account code" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" for the purpose of making long distance toll calls or utilizing voice mailbox messaging capabilities or similar functional features of the system.
2. "System administration" means the performance of any security function including, but not limited to:
 - a. Defining authorized persons to access the system;
 - b. Adding, deleting or changing "account codes" or passwords;
 - c. Installing or deleting any system option which directs telephone call routing or adds, drops or moves telephone lines; or
 - d. Any other activity allowed by a hardware- or software-based system option that has been incorporated by a manufacturer or a vendor into a "voice computer system" provided the system is not intended for the sole use of the manufacturer or vendor.



3. "System maintenance" means performing hardware and software installation, diagnostic and correction and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a "voice computer system".
4. "System password" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" to perform "system administration" or "system maintenance" or a component thereof.
5. "Voice computer system" means a "computer system" installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

NONBINDING ARBITRATION

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

If you and we disagree on the amount of loss, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

SCHEDULE

Names Of Committees
Any committee of the Named Member.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee named in the Schedule.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

SCHEDULE

Names Or Titles Of Non-compensated Officers
Any non-compensated officer of the Named Member.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include your non-compensated officers shown in the Schedule.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

However, there is no coverage provided hereunder for any person or organization affiliated with, approved by, or sponsored by a Named Member, including booster clubs, parent teacher organizations and similar organizations, unless such person or organization is included in the Named Members audited financial statements.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

SCHEDULE

Treasurers Or Tax Collectors
Any treasurer or tax collector of the Named Member, however, excluding any "employee" required by law to be individually bonded.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion D.2.d. Treasurers Or Tax Collectors is deleted.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

INCLUDE STUDENTS AS EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Employee Theft Coverage Agreement:

1. The definition of "employee" is amended to include any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned student activities.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADD TRADING COVERAGE

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Employee Theft Coverage Agreement:

SCHEDULE

Limit Of Coverage	\$Included
-------------------	------------

The Trading Exclusion in Section D.2. is replaced by the following:

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account. However, if a Limit Of Coverage is shown in the Schedule, we will pay up to that amount for loss resulting directly from trading in a genuine account. That Limit of Coverage is part of, not in addition to, the Limit Of Coverage shown in the Declarations.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SCHOOL EMPLOYEES

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Coverage Agreements designated below:

SCHEDULE

Coverage Agreement	Limit Of Coverage
<input checked="" type="checkbox"/> Employee Theft - Per Loss Coverage	\$2,000,000
<input type="checkbox"/> Employee Theft - Per Employee Coverage	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to the Employee Theft Coverage Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit Of Coverage shown in the Schedule. That Limit is part of, not in addition to, the Limit Of Coverage shown in the Declarations.

B. The following exclusions are added to Section D.2. Exclusions:

a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

b. Damages for which you are legally liable as a result of:

(1) The deprivation or violation of the civil rights of any person by an "employee" or

(2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

C. The Indemnification Condition is replaced by the following:

Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

D. Paragraph (1) of the Termination As To Any Employee Condition is replaced by the following:

(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" not in collusion with the "employee" learns of any act committed by the "employee" whether before or after becoming employed by you



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

which would constitute a loss covered under the terms of the Employee Theft Coverage Agreement, as amended by this endorsement; or

E. The coverage provided by this endorsement does not apply to any employee benefit plan covered under the Employee Theft Coverage Agreement shown in the Schedule.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

ADD CREDIT, DEBIT OR CHARGE CARD FORGERY

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Forgery Or Alteration Coverage Agreement:

SCHEDULE

Limit Of Coverage	Covered Instruments
\$2,000,000	<input checked="" type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

2. The most we will pay in any one "occurrence" is the Limit Of Coverage shown in the Schedule.

3. The following exclusion is added to Section D.:

The Forgery Or Alteration Coverage Agreement does not apply to:

Non-compliance With Credit, Debit Or Charge Card Issuer's Requirements

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

No Legal Liability

Loss for which you are not legally liable to the issuer of the credit, debit or charge card for such loss.

COVERAGE PROVIDED BY THIS ENDORSEMENT IS EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE OR COVERAGE AVAILABLE TO THE NAMED MEMBER.



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Crime and Fidelity
[REDACTED]

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

COMMON COVERAGE DOCUMENT CONDITIONS

All Coverage Parts included in this coverage document are subject to the following conditions.

A. Cancellation Or Nonrenewal

1. The Named Member shown in the Declarations may cancel or nonrenew its coverage under this coverage document by mailing or delivering to us advance written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.
2. We may cancel or nonrenew coverage with respect to a Named Member under this coverage document by mailing or delivering to the Named Member written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

B. Changes

This coverage document contains agreements between you and us concerning the coverage afforded. The Named Member shown in the Declarations is authorized to make changes in the terms of this coverage document with respect to the coverages that apply to that Named Member with our consent. This coverage document's terms can be amended or waived only by endorsement issued by us and made a part of this coverage document.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this coverage document at any time during the coverage document period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to Member eligibility and the contributions to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes such inspections, surveys, reports or recommendations.

E. Contributions

The Named Member shown in the Declarations:



Collective Liability Insurance Cooperative
Coverage Document No: [REDACTED]

Exhibit 10

Crime and Fidelity
[REDACTED]

1. Is responsible for the payment of its portion of all contributions; and
2. Will be the payee for its portion of any return contributions we pay.

F. Transfer Of Your Rights And Duties Under This Coverage Document

Your rights and duties under this coverage document may not be transferred without our written consent except in the case of death of an individual Named Member.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Statutory Provisions

The following is added to F. Conditions – Schools Crime Coverage Form

Terms of this coverage document which conflict with state statutes are amended to conform to such statutes.

[illegible]

[illegible]

[illegible]

[illegible]

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Home Office: c/o CT Corporation System, 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY DECLARATIONS

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO CLAIMS BOTH FIRST MADE AGAINST AN INSURED AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

ITEM 1. Named Insured and Mailing Address

Participating Members of the Collective Liability Insurance Cooperative (CLIC)
c/o Stevenson High School District #125
2 Stevenson Dr.
Lincolnshire, IL 60069

[See Schedule of Participating Members,

ITEM 2. Policy Period **From: 7/1/2021** **To: 7/1/2022**
(12:01 am standard time at your address)

ITEM 3. Limit of Liability per Named Insured Entity [See [REDACTED] each **Claim**

[See [REDACTED] Annual Aggregate

ITEM 4. Deductible per Named Insured Entity [See [REDACTED]] each **Claim Non-EPL**, including **claims expenses**
[See [REDACTED]] each **Claim EPL**, including **claims expenses**

ITEM 5. Total Advance Premium \$

ITEM 6. Claims Notification

Notice of a claim, or an occurrence which may result in a claim, should be given to:

Attn: Alice Ivers
Summit Risk Services
120 Gibraltar Road, Suite 210
Horsham, PA 19044
Phone Number: 215-443-3595 (main)
Fax Number: 215-773-7725
qbeclaim@summitrisk.com

ITEM 7. Forms and Endorsements attached to the policy at inception:

Form Number	Date	Form Title
	03-20	Schools Professional and Management Liability Coverage Document Declarations
	03-20	Schools Professional and Management Liability Coverage Form
	02-21	Amendatory Endorsement – Illinois
	03-20	Nuclear Exclusion Endorsement
	03-20	Minimum Earned Premium Endorsement
	03-20	Schedule of Participating Members Endorsement (Retentions)
	03-20	Retroactive Date Endorsement
	09-21	IEP Hearing and Non-Monetary Defense Endorsement
	03-20	Desegregation Endorsement
	03-20	Breach of Contract Endorsement
	03-20	Fiduciary Liability Endorsement
	03-20	Additional Insured Endorsement – PTO Organizations
	03-20	Additional Insured Endorsement – Related Entities
	03-20	Chosen Counsel Endorsement
	03-20	Sexual Abuse Exclusion Endorsement
	03-20	Named Insured and Pool Maintenance Retentions Endorsement
	03-20	Fixed Works Exclusion Endorsement
	03-20	Alternative Dispute Resolution Endorsement
	03-20	Failure of Security and Private Information Exclusion Endorsement
	03-20	Spousal Domestic Partner, Legal Representative Coverage Extension Endorsement
	03-20	Who is an Insured Amended Endorsement – Independent Contractor

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Todd Jones
President

Mark Pasko
Secretary



EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO CLAIMS BOTH FIRST MADE AGAINST AN INSURED AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured educational institution shown in Item 1. of the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to SECTION VIII – DEFINITIONS.

In consideration of the payment of the premium, in reliance upon the statements in the written application made a part hereof, and subject to all of the terms of this policy, we agree as follows:

SECTION I – COVERAGE

A. Insuring Agreement

1. We will pay those sums that an Insured becomes legally obligated to pay as **damages** on account of a **claim** arising from a **wrongful act** (regardless of whether or not such allegations prove to be groundless, false or fraudulent) arising out of the discharge of duties by or on behalf of the Named Insured provided always that:
 - a. the **claim**, on account of such **wrongful act**, is first made against an Insured and reported to us during the **policy period** or applicable extended reporting period under SECTION VI – EXTENDED REPORTING PERIODS, if any;
 - b. such **wrongful act** took place in the **coverage territory**; and
 - c. as of the inception date of this policy, no Insured had any knowledge of any circumstance likely to result in or give rise to a **claim** nor could have reasonably foreseen that a **claim** might be made.

For purposes of paragraph 1.a. of SECTION I – COVERAGE, A. Insuring Agreement, if during the **policy period** or any applicable Extended Reporting Period under SECTION VI – EXTENDED REPORTING PERIODS, the Insured gives written notice to us, in accordance with SECTION VII – CONDITIONS – Item A., of a **wrongful act** likely to result in a **claim**, then any **claim** that may subsequently be made against an insured arising out of such **wrongful act** shall be deemed to have been made during the **policy period** or any applicable Extended Reporting Period hereunder.

2. We will have the right and duty to defend, except where otherwise excluded, any **claim** seeking **damages** to which this insurance applies. We may, at our discretion, investigate any **claim**. But:
 - a. the amount we will pay for **damages** is limited as described in SECTION IV – LIMITS OF LIABILITY; and
 - b. our right and duty to defend end when we have used up the applicable Limit of Liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION I – COVERAGE, B. Supplementary Payments.

B. Supplementary Payments

We will pay, in addition to the applicable Limits of Liability, with respect to any **claim** we defend:

1. all **claims expenses** we incur;

2. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
3. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work; and
4. all costs taxed against the Insured in the **suit**.

SECTION II – EXCLUSIONS

This policy does not apply to any **claim**, **damages** or **claims expenses**:

1. Criminal Acts

based upon, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act or omission of any Insured;

2. Fiduciary Liability

for any actual or alleged violation of any responsibility, obligation or duty imposed by:

- a. the Employee Retirement Income Security Act (ERISA);
- b. the Pension Benefit Act;
- c. the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA); or
- d. Section 89 of the Internal Revenue Code;

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law;

3. Pollution

based upon, arising out of or resulting, directly or indirectly, from:

- a. the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of pollutants, irritants or hazardous substances at any time; or
- b. any:
 1. request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any other way respond to, or assess the effects of pollutants; or
 2. claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants, as used herein, means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, or toxin, fumes, acids, alkalis, chemicals, metals and waste. In addition to pollutants to be disposed of, waste includes materials to be recycled, reconditioned or reclaimed;

4. Asbestos, Silica Dust or Lead

based upon, arising out of or resulting, directly or indirectly, from:

- a. any disease or any ailment caused by or aggravated by asbestos in any form or silica dust;
- b. the existence of asbestos in any form or silica dust, including the costs of investigations or feasibility studies, or to the costs of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of any property or substance;
- c. lead or the hazardous properties of lead;
- d. remedial investigations or feasibility studies or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of lead or any item(s) containing lead;
- e. any supervision or instructions recommendations, warnings, or advice given or which should have been given in connection with 4.b. or 4.c. above; or
- f. any obligation to share damages with or repay someone else who must pay damages in connection with 4.a., 4.b., 4.c., 4.d., or 4.e. above;

5. Self-Dealing or Illegal Profit

based upon, arising out of or resulting, directly or indirectly, from self-dealing or gaining profit or advantage to which an Insured is not legally entitled;

6. Condemnation

based upon, arising out of or resulting, directly or indirectly, from eminent domain, condemnation, inverse

condemnation or adverse possession. However, we will pay up to \$10,000 in excess of the deductible amount shown in the Declarations for **claims expenses** incurred by the Insured with regard to any such **claims**;

7. **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage**

based upon, arising out of or resulting, directly or indirectly, from any actual or alleged:

- a. bodily injury including physical injury to any person, death, sickness, disease associated with or arising from such bodily injury;
- b. assault or battery;
- c. emotional distress or mental anguish;
- d. injury caused by a **wrongful act** arising from one or more of the following:
 - 1) false arrest, detention or imprisonment;
 - 2) malicious prosecution;
 - 3) false or improper service of process;
 - 4) publication or utterance of libel or slander or disparaging material or utterance in violation of an individual's right of privacy;
 - 5) violation of right of public occupancy;
 - 6) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises;
 - 7) violation of property rights, including violations associated with tangible or intellectual property;
 - 8) misappropriation of advertising ideas or style of business; or
 - 9) infringement of copyright title or slogan.

However, exclusion 7.c. and 7.d. do not apply with respect to allegations of a **wrongful employment practice**.

- e. physical injury to tangible property, including all resulting loss of use of that property; or
- f. loss of use of tangible property that is not physically injured;

8. **Law Enforcement Activities**

based upon, arising out of or resulting, directly or indirectly, from any law enforcement activities to protect the public or property including the operation of correctional or detention facilities;

9. **War, Strikes, Riots, or Civil Commotion**

based upon, arising out of or resulting, directly or indirectly, from:

- a. war, whether or not declared, or any act or condition incident to war; or
- b. strikes, riots or civil commotion.

War includes civil war, insurrection, rebellion or revolution;

10. **Failure to Effect and Maintain Insurance**

based upon, arising out of or resulting, directly or indirectly, from failure to effect or maintain insurance or the failure to advise or counsel with respect to the procuring, obtaining or maintaining of any insurance coverages;

11. **Bonds, Taxes or Construction Contracts**

based upon, arising out of or resulting, directly or indirectly, from:

- a. the issuance of bonds;
- b. the improper collection of taxes; or
- c. construction, architectural or engineering contracts;

12. **Prior Insurance**

based upon, arising out of or resulting, directly or indirectly, from any circumstance which might give rise to a claim under any policy(ies) which have terminated or expired prior to the inception date of this policy and any resulting damages for which an Insured is entitled to indemnity or payment by reason of such notice to such terminated or expired policy;

13. **Non-monetary Damages, Fines or Penalties**

for equitable relief or redress in any form other than money **damages** or for costs, charges, fees or expense in relation to any **claim** seeking relief or redress in any form other than money **damages**, or for the costs of an

Insured's compliance with the condition of any injunctive or equitable relief, or for any fines or penalties assessed from the failure to comply with any injunctive relief.

However, notwithstanding the foregoing, with respect to any **claim** arising out of a **wrongful employment practice**, we agree to pay any **claims expenses** in regard to **claims** seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**. We shall only be liable to pay **claims expenses** in excess of the deductible amount shown in the Declarations and included within and up to the Limit of Liability shown in the Declarations. We shall have no obligation to pay any salary expense of an Insured;

14. Collective Bargaining Agreement

based upon, arising out of or resulting, directly or indirectly, from any collective bargaining agreement or breach of any such agreement;

15. Doctors or Health Care Facilities

based upon, arising out of or resulting, directly or indirectly, from:

- a. an Insured's **wrongful acts** as a doctor, physician, surgeon or dentist; or
- b. the premises or operation of any hospital, clinic, or nursing home;

16. Contractual Liability

based upon, arising out of or resulting, directly or indirectly, from the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages** that such Insured would have in the absence of the contract or agreement;

17. Capital Improvements

for any costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person;

18. Workers Compensation

based upon, arising out of or resulting, directly or indirectly, from any obligation under any workers' compensation, disability benefits or unemployment compensation law, or any similar law. However, notwithstanding the foregoing, this exclusion does not apply to any **claim** arising out of a **wrongful employment practice** on account of the filing of a workers' compensation **claim** or a **claim** for disability benefits;

19. Strike and Lock Out

based upon, arising out of or resulting, directly or indirectly, from a strike, lockout, picket line, replacement, or other similar action resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act;

20. Workers' Adjustment and Retraining Notification Act (W.A.R.N.)

based upon, arising out of or resulting, directly or indirectly, from of the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) or any amendment thereto, or any similar federal, state or local law;

21. Consequential Loss

brought by, or on behalf of, any claimant's domestic partner, spouse, child, parent, brother, or sister as a consequence of a **wrongful employment practice**;

22. Securities, RICO, Antitrust and Unfair Competition.

based upon, arising out of or resulting, directly or indirectly, from any actual or alleged:

- a. purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
- b. violation of the Organized Crime Control Act of 1970, 18 USC section et seq. (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
- c. antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended;
- d. regulation promulgated under the foregoing laws; or
- e. any federal, state, local or foreign laws (1) similar to the foregoing laws (including "Blue Sky" laws) or (2) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

23. Integration or Desegregation

based upon, arising out of or resulting, directly or indirectly, from the failure to integrate or desegregate the student

enrollment or failure to integrate or desegregate participation in any educational entity, school, educational or extracurricular program on the basis of race, sex, ethnic background or national origin, or for any bussing or other transportation of students to or from schools or extracurricular events, in connection with the program or plan of such integration or desegregation, or for causing or allowing the student enrollment or the participation in any educational entity, school, educational, or extracurricular program to be operated or administered on a discriminatory basis because of race, sex, ethnic background or national origin in violation of a court order.

SECTION III – WHO IS AN INSURED

Each of the following is an Insured:

- A. The Named Insured educational institution as shown in the Declarations;
- B. Any full or part-time **employee**, including volunteers, of the Named Insured, but only while acting within the scope of duties as an **employee**; and
- C. Any elected or appointed officials while acting within the scope of their duties as elected or appointed officials of the Named Insured.

SECTION IV – LIMITS OF LIABILITY

- A. The Annual Aggregate Limit of Liability stated in Item 3. of the Declarations is the most we will pay for **damages** as a result of all **claims** covered under this policy regardless of the number of Insureds, **claims** made, or persons or organizations making a **claim**.
- B. Subject to paragraph A. above, our liability for **damages** as a result of any one **claim** covered under this policy shall not exceed the each **Claim** Limit of Liability stated in Item 3. of the Declarations as to each **claim**.
- C. The Limits of Liability for this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, other than an extended reporting period, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- D. Any applicable reporting period under SECTION VI – EXTENDED REPORTING PERIODS shall be deemed to be part of the last preceding **policy period** for purposes of determining the Limits of Liability. The Limits of Liability do not apply separately to any reporting period under SECTION VI – EXTENDED REPORTING PERIODS.

SECTION V – DEDUCTIBLE

The deductible amount stated in Item 4. of the Declarations is applicable to each **claim** and shall be subtracted from the total amount of **damages** and **claims expenses** resulting from each **claim**, whether or not payment for **damages** is made. If more than one **claim** results from the same or related **wrongful acts**, then only one deductible amount will apply.

We are only liable for the difference between such deductible amount and the amount otherwise applicable to a **claim**. If we pay your portion of any deductible, you will reimburse us immediately upon our request.

SECTION VI – EXTENDED REPORTING PERIODS

- A. We will provide one or more extended reporting periods, as described below.
- B. The extended reporting periods do not extend the **policy period** or change the scope of coverage provided under this policy and apply only to **claims** arising out of **wrongful acts** that occur before the end of the **policy period**.
- C. The extended reporting periods do not reinstate or increase the Limits of Liability.
- D. A Basic Extended Reporting Period of sixty (60) days from the effective date of expiry or cancellation or nonrenewal of this policy is automatically provided without an additional charge. Subject to the terms of this policy, the Basic Extended Reporting Period applies to **claims** that are first made against an Insured during the **policy period** and reported to us, in accordance with SECTION VII – CONDITIONS, subsection A., no later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to **claims** covered under any other insurance purchased subsequent to, or, to replace this policy.

- E. If this policy is canceled or not renewed by us for any reason other than nonpayment of premium or any other amount owed to us, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one to three years, depending on which Optional Extended Reporting Period you purchase. Subject to the terms of this policy, the Optional Extended Reporting Period applies to **claims** for **damages** reported to us, in accordance with SECTION VII – CONDITIONS, subsection A., no later than the end of the purchased Optional Extended Reporting Period. Nonrenewal by us shall mean the refusal by us to renew the policy on any terms. Nonrenewal by us shall not mean a change in premium, deductibles, Limits of Liability or other terms.

The additional premium for the Optional Extended Reporting Period will depend on which option you choose, as shown below, but will be no more than 150% of the annual premium for the last **policy period**.

Option 1	1 year	75%
Option 2	2 years	125%
Option 3	3 years	150%

We must receive a written request from you, together with payment of additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if you wish to purchase one of the Optional Extended Reporting Periods. You must state in your request which Optional Extended Reporting Period you wish to purchase. The Optional Extended Reporting Period will not go into effect unless you pay and we acknowledge receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

The Optional Extended Reporting Period does not apply to **claims** covered under any other insurance purchased subsequent to, or to replace, this policy.

SECTION VII – CONDITIONS

A. Duties in the Event of Wrongful Act or Claim

1. You must see to it that we are promptly notified of a **wrongful act** which may result in a **claim**. To the extent possible, notice should include:
 - a. how, when and where the **wrongful act** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or **damage** arising out of the **wrongful act**.
2. If a **claim** is made against any Insured, you must:
 - a. promptly record the specifics of the **claim** and the date received; and
 - b. notify us promptly.

You must see to it that we receive written notice of the **claim** promptly.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement, or defense of the **claim**; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this policy may also apply.
4. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

B. Legal Action Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **suit** asking for **damages** from an Insured; or
2. to sue us under this policy unless all terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

C. Other insurance

If other insurance is available to the Insured for a **wrongful act** covered by this policy, the insurance provided by this policy shall apply in excess of such other insurance whether or not valid or collectible.

D. Material Representations

By accepting this policy, you represent and agree as a condition to coverage:

1. that the statements in the Declarations are accurate and complete;

2. that the statements made in the application and attachments and any other materials submitted are true and are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy;
3. that the statements made in the application and attachments and any other material submitted are representations and that such representations are deemed material to the acceptance of the risk or the hazard assumed by us under this policy and that this policy is issued in reliance upon the truth of such representations; and
4. that in the event that the application, including attachments and any other materials submitted, contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by us, this policy in its entirety shall be void and of no effect.

E. Separation of Insureds:

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this policy applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom **claim** is made.

F. Transfer of Rights of Recovery Against others to Us

If an Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after the **wrongful act** to impair such rights. At our request, the Insured will bring legal action or transfer those rights to us and help us enforce them.

G. Assignment

This policy may not be assigned by you to anyone.

H. Sovereign Immunity Defense

We will use the defense of sovereign immunity, to which you may be entitled as a public entity, only when you agree with us in its use. If you do not agree with us in using the defense of sovereign immunity, you release us from all liability because of our failure to raise such defense.

I. Consent to Settle

We will consult with you when we settle a **claim**. If you refuse to consent to any settlement offer we receive or make and you elect to contest the **claim** or continue any legal proceeding in connection with such **claim**, our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

J. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. sixty (60) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

K. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

L. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the **policy period** and up to three (3) years afterward.

M. Inspections and Surveys

We have the right but are not obligated to make inspections and surveys at any time. We will give you reports on the conditions we find and recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys or reports.

N. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will receive any return premiums.

O. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Insured.

P. Trade or Economic Sanctions

This policy shall not apply to any the extent that trade or economic sanctions prohibit us or any member of our group from providing insurance coverage.

Q. Bankruptcy

The bankruptcy or insolvency of any Insured will not relieve us or our obligations under this policy. However, this policy will only apply and respond for the amount in excess of the deductible that is otherwise covered and will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

SECTION VIII – DEFINITIONS

A. Claim means:

1. a written demand for damages or a notice advising an Insured of an intent to sue;
2. a **suit**;
3. a charge or a notice of investigation or violation from any government agency;
4. a notice of an arbitration proceeding to which we agree; or
5. a civil proceeding commenced by the service of a summons, complaint or similar pleading, and receipt by an Insured that alleges a **wrongful act**.

Claim shall not include any criminal action or labor or grievance arbitration subject to a collective bargaining agreement.

More than one **claim** brought by persons or entities arising out of the same **wrongful act** or a series of acts all related to a single **wrongful act** shall be treated as a single **claim** and shall be deemed to have been made at the time that the first **claim** is made against any Insured.

B. Claims Expenses means:

1. reasonable and necessary fees charged by any attorney designated by us to defend the Insured;
2. reasonable and necessary fees charged by any attorney designated by the Insured with our written consent; and
3. other reasonable and necessary fees, costs and expenses resulting from investigation, adjustment, defense and appeal (other than premiums on appeal bonds and the cost of bonds to release attachments) of a **claim** if incurred by the Insured.

Claims expenses shall not include salary expense or other charges relating to employees or officials of the Insured.

Claims expenses also shall not include any amounts in excess of the applicable and available Limits of Liability of this policy, as set forth in the Declarations.

C. Coverage Territory means anywhere in the world provided that the damage or injury arises out of discharge of duties as an educational entity and that any suit is brought against the Insured within the United States of America, its territories or possessions, Puerto Rico or Canada.

D. Damages shall mean those amounts that an Insured becomes legally obligated to pay because of judgments or settlements including:

1. all interest on the full amount of any judgment that accrues after entry and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Liability; and
2. an award of an opposing party's attorney fees.

- E. Employee** means any person employed by, leased to or volunteering services to you. **Employee** includes a **leased worker**.
- F. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- G. Policy period** means the period from the inception date to the expiration date shown in Item 2. of the Declarations, or to any earlier cancellation of this policy.
- H. Suit** means a civil proceeding in which **damages** to which this policy applies are alleged and includes:
1. an arbitration proceeding in which such **damages** are claimed and to which you must submit or do submit with our consent; or
 2. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which you submit with our consent.
- I. Wrongful act** means a negligent act, error or omission, or **wrongful employment practice**.
- J. Wrongful employment practice(s)** means
1. employment related discrimination in connection with hiring, promotion, advancement or opportunity demotion, discipline, pay, or termination on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or pregnancy, or any conduct that violates any federal, state, or local law prohibiting employment discrimination;
 2. sexual harassment, including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that (a) is made an explicit or implied term or condition of employment; or (b) is used as a basis for employment decisions; or (c) creates a work environment that is intimidating, hostile, or offensive; and
 3. any of the following employment related acts so long as they arise from the acts described in paragraphs **J.1** and **J.2** above: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, or negligent supervision.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – ILLINOIS

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION I – INSURING AGREEMENT**, subsection **B.** is deleted in its entirety and replaced by the following:

B. Supplementary Payments

We will pay, in addition to the applicable limits of liability, with respect to any **claim** we defend:

1. all **claims expenses** we incur;
 2. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
 3. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work;
 4. pre-judgment or post-judgment interest, including all interest on the full amount of any judgment that accrues after entry and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Liability; and
 5. all costs taxed against the Insured in the **suit**.
2. **SECTION II – EXCLUSIONS** is amended as follows:
- a. Subsection **3. Pollution** is amended to include the following:
Provided, however, this exclusion shall not apply to damage caused by heat, smoke or fumes from a hostile fire.
 - b. Subsection **21. Consequential Loss** is deleted in its entirety and replaced by the following:
21. Consequential Loss
brought by, or on behalf of, any claimant's domestic partner, spouse, including a party to a civil union, child, parent, brother, or sister as a consequence of a **wrongful employment practice**.
2. **SECTION VI – EXTENDED REPORTING PERIODS**, subsection **E.** is amended by deleting the first sentence and replacing it with the following:
If, pursuant to Section VII, Paragraph J. of this policy, either we or you cancel or nonrenew this policy for any reason, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy.
3. **SECTION VII – CONDITIONS** is amended as follows:

- a. Subsection **C. Other Insurance** is deleted in its entirety and replaced by the following:

C. Other Insurance

If other valid and collectible insurance is available to the Insured for a **wrongful act** covered by this policy, the insurance provided by this policy shall share proportionately with such over valid and collectible insurance.

- b. Subsection **D. Material Representations**, paragraph 4. is deleted in its entirety and replaced by the following:
4. that in the event that the application, including attachments and any other materials submitted, contains misrepresentations which have been made with the actual intent to deceive or which materially affect either the acceptance of the risk or hazard assumed by us, this policy in its entirety shall be void and of no effect.
- c. Subsection **J. Cancellation** is deleted in its entirety and replaced by the following:

J. Cancellation and Nonrenewal

1. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing to the Insured written notice of cancellation at least:
- 1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2) sixty (60) days before the effective date of cancellation after this policy has been in effect for sixty (60) days, only for one or more of the following reasons:
 - a) nonpayment of premium;
 - b) the policy was obtained through a material misrepresentation;
 - c) any Insured violated any terms and conditions of the policy;
 - d) the risk originally accepted has measurably increased;
 - e) certification to the Director of Insurance in Illinois of the loss in reinsurance by us for all or a substantial part of the underlying risk; or
 - f) the Director of Insurance in Illinois determines that continuation of the policy could place us in violation of Illinois insurance laws.
- c. We will mail our notice to the Insured and to the broker, if known, or the agent of record, at the last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation and the reason(s) for cancellation. The **policy period** will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice. We shall maintain proof of mailing of a cancellation or nonrenewal notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service.

2. **Nonrenewal**

- a. If we decide not to renew this policy, we will mail to the Insured written notice of nonrenewal at least sixty (60) days before the end of the **policy period**.
- b. We will mail our notice to the Insured and to the broker, if known, or the agent of record, at the last mailing address known to us. Such notice will state the reason(s) for nonrenewal.
- c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the current **policy period**. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice. We shall maintain proof of mailing of a cancellation or nonrenewal notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service.

- d. Subsection **Q.** is deleted in its entirety and replaced by the following:

Bankruptcy and Insolvency

The bankruptcy or insolvency of any Insured will not relieve us or our obligations under this policy.

4. **SECTION VIII – DEFINITIONS**, subsection **D. Damages** is deleted in its entirety and replaced by the following:

D. Damages shall mean those amounts that an Insured becomes legally obligated to pay because of judgments or settlements including an award of an opposing party's attorney fees.

All other terms, conditions and limitations of this Policy shall remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR EXCLUSION

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that **SECTION II – EXCLUSIONS** is amended to add the following:

Nuclear Hazard

Any **claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any:

1. actual, alleged or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear reaction, radiation or radioactive contamination, however caused;
2. actual or alleged violation of any environmental statute, regulation, or ordinance with respect to such material in paragraph 1. above.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that a minimum of Twenty-five percent (25%) of the premium shown on the Declarations page shall be fully earned at the inception date of the policy.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SCHEDULE OF PARTICIPATING MEMBERS (RETENTIONS)

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the Declarations is amended as follows:

1. Items 1. Named Insured, 3. Limits of Liability and 4. Deductible are deleted in their entirety and replaced with the corresponding Items shown in the following Schedule of Participating Members.
2. The Limits of Liability and Retentions shown below apply separately to each Named Insured entity.
3. The Retentions shall include **claims expenses**.

SCHEDULE OF PARTICIPATING MEMBERS

Participating Members	Limits Per Member Each Claim/Annual Aggregate	Member Deductible - Wrongful Act Non-EPL EPLI		Retroactive Date
Big Hollow School District #38	\$1,000,000/\$1,000,000	On File	On File	Full Prior Acts

[illegible]

[illegible]

[illegible]

[illegible]

All other terms, conditions and limitations of this Policy shall remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that subsection **A.1.** of **SECTION I – COVERAGE** is deleted in its entirety and the following is inserted:

1. We will pay those sums that an Insured becomes legally obligated to pay as **damages** on account of a **claim** arising from a **wrongful act** (regardless of whether or not such allegations prove to be groundless, false or fraudulent) arising out of the discharge of duties by or on behalf of the Named Insured provided always that:
 - a. the **claim**, on account of such **wrongful act**, is first made against an Insured and reported to us during the **policy period** or applicable extended reporting period under SECTION VI – EXTENDED REPORTING PERIODS, if any;
 - b. such **wrongful act** took place in the **coverage territory**;
 - c. as of the inception date of this policy, no Insured had any knowledge of any circumstance likely to result in or give rise to a **claim** nor could have reasonably foreseen that a **claim** might be made; and
 - d. such **wrongful act** was first committed by the Insured on or after the applicable retroactive date shown on the Schedule of Participating Members which corresponds to that Member, if any, and prior to the end of the **policy period**.

For purposes of paragraph 1.a. of SECTION I – COVERAGE, A. Insuring Agreement, if during the **policy period** or any applicable Extended Reporting Period under SECTION VI – EXTENDED REPORTING PERIODS, the Insured gives written notice to us, in accordance with SECTION VII – CONDITIONS – Item A., of a **wrongful act** likely to result in a **claim**, then any **claim** that may subsequently be made against an insured arising out of such **wrongful act** shall be deemed to have been made during the **policy period** or any applicable Extended Reporting Period hereunder.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IEP HEARINGS AND NON-MONETARY SUPPLEMENTAL DEFENSE COSTS ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS**, subsection **13**. is deleted in its entirety and the following is inserted:

13. Non-monetary Damages, Fines or Penalties

for equitable relief or redress in any form other than money **damages** or for costs, charges, fees or expense in relation to any **claim** seeking relief or redress in any form other than money **damages**, or for the costs of the Insured's compliance with the condition of any injunctive or equitable relief, or for any fines or penalties assessed from the failure to comply with any injunctive relief.

Provided however, notwithstanding the foregoing, and subject to the other terms, conditions and exclusions of this policy:

- With respect to any **claim** arising out of a **wrongful employment practice**, we agree to pay for any **claims expenses** in regard to **claims** seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**.
- We will also pay up to [\$10,000] in the annual aggregate for **claims expenses** in regard to **claims** arising from **wrongful acts**, other than a **wrongful employment practice**, seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**. We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. Such **claims expenses** shall be outside of the Limit of Liability shown in the Declarations and will in no way serve to increase such Limit of Liability as therein provided. We shall have no obligation to pay any salary expense of an Insured.
- We will pay, in excess of the deductible amount shown in Item 4. of the Declarations, up to a maximum of [\$250,000] in the aggregate during the **policy period** for **claims expenses** for all **IEP Hearings**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- IEP Hearing** means a due process hearing:
 - conducted by an impartial officer;
 - arranged at the request of a parent(s) or guardian(s); and
 - regarding an **IEP**.

- **IEP** means an individual education plan to address the special educational needs of a student with disabilities that is developed by the:
 1. educational entity; and
 2. parent(s) or guardian(s) of a student.

All other terms, conditions and limitations of this policy shall remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESEGREGATION ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	■
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION II – EXCLUSIONS**, subsection **23**, is deleted in its entirety and the following inserted:

23. Integration or Desegregation

based upon, arising out of or resulting, directly or indirectly, from the failure to integrate or desegregate the student enrollment or failure to integrate or desegregate participation in any educational entity, school, educational or extracurricular program on the basis of race, sex, ethnic background or national origin, or for any bussing or other transportation of students to or from schools or extracurricular events, in connection with the program or plan of such integration or desegregation, or for causing or allowing the student enrollment or the participation in any educational entity, school, educational, or extracurricular program to be operated or administered on a discriminatory basis because of race, sex, ethnic background or national origin in violation of a court order.

However, notwithstanding the foregoing, with respect to any **claim** arising out of desegregation, we agree to pay up to **\$100,000** in **claims expenses** in regard to any such **claims**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claims**. We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. Such **claims expenses** shall be outside of the Limit of Liability stated in the Declarations and will in no way serve to increase the Limit of Liability as therein provided. We shall have no obligation to pay any salary expense of an Insured.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BREACH OF CONTRACT ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION II – EXCLUSIONS** is amended to add the following:

- **Breach of Contract**

based upon, arising out of or resulting, directly or indirectly, from a breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, including a contract with a student for educational services. Provided however, notwithstanding the foregoing:

- a. subject to the sub-limit of liability set forth below, this exclusion shall not apply to **claims expenses** incurred by the Insured in the defense of a **claim** that alleges a breach of contract ("**breach of contract claims**"). The maximum limit of our liability for all **claims expenses** in the aggregate arising from all **breach of contract claims** shall be \$100,000 ("**breach of contract claim expenses sub-limit of liability**"). We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. The **breach of contract claim expenses sub-limit of liability** is in addition to the Annual Aggregate Limit of Liability stated in Item 3. of the Declarations and will in no way serve to increase such Limit of Liability as therein provided. If different parts of a single **claim** are subject to different applicable limits, the applicable limits will be applied separately to each part of such **claim expenses**; and
- b. this exclusion shall not apply to any **claim** alleging a **wrongful employment practice**.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FIDUCIARY LIABILITY ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	█
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION II – EXCLUSIONS**, subsection **2. Fiduciary Liability**, is deleted in its entirety and the following is inserted:

2. Fiduciary Liability

for any actual or alleged violation of any responsibility, obligation or duty imposed by:

- a. The Employee Retirement Income Security Act (ERISA);
- b. The Pension Benefit Act;
- c. The Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA); or
- d. Section 89 of the Internal Revenue Code;

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law.

However, notwithstanding the foregoing and subject to the sub-limit of liability set forth below, this exclusion shall not apply to **claims expenses** incurred by the Insured in the defense of a **claim** alleging a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or alleging any amount due under any fringe benefit or retirement program ("**fiduciary liability claim**"). We shall only be liable to pay such **claims expenses** in excess of the deductible or retention amount shown in the Declarations. The maximum limit of our liability for all **claims expenses** in the aggregate arising from all **fiduciary liability claims** shall be \$25,000 ("**fiduciary liability claim expenses sub-limit of liability**"). The **fiduciary liability claim expenses sub-limit of liability** shall be outside of the Limit of Liability stated in the Declarations and will in no way serve to increase the Limit of Liability as therein provided. If different parts of a single **claim** are subject to different applicable limits, the applicable limits will be applied separately to each part of such **claim expenses**.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
(PARENT/TEACHER ORGANIZATIONS)**

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION III – WHO IS AN INSURED**, is amended to include the following:

- Any Parent/Teacher Organization, Parent Teacher Association, Booster Clubs or other Parent Organizations sponsored by the Named Insured, but only for liability arising from activities performed by or on behalf of the Named Insured. Provided, however, Insured shall not include Educational Foundations.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
(RELATED ENTITIES)**

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION III – WHO IS AN INSURED**, is amended to include the following:

- Local Professional Development Committees, but only for liability arising from activities performed by or on behalf of the Named Insured and within the scope of the services contemplated by the Named Insured.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF COUNSEL ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION I – COVERAGE**, subsection **B. Supplementary Payments** is amended to add the following:

- **Chosen Counsel**

With regard to any **claim** for which the Insured seeks coverage and elects not to use a panel counsel firm we provide, the Insured may make the initial selection of **chosen counsel** at such **chosen counsel's** hourly rate caps; provided, however, that any and all fees, costs, charges and billings of **chosen counsel** shall be paid and satisfied on an ongoing basis by the Insured until all applicable deductible or retention amounts have been satisfied.

As a condition precedent for payment of **claims expenses** incurred through **chosen counsel** in excess of the applicable deductible or retention amount under the policy for any **claim** for which the Insured seeks coverage, the Insured agrees that the Insured or **chosen counsel** must keep us apprised of the status of the litigation in accordance with our Litigation Management Guidelines (hereinafter, the "**guidelines**"). The Insured and **chosen counsel** also understand, agree and acknowledge, that for any services rendered by and expenses through **chosen counsel** to constitute **claims expenses**, **chosen counsel** must comply with all other applicable provisions of our current **guidelines**. Responsibility for ensuring that the **guidelines** are adhered to rests solely with the Insured, not us or **chosen counsel**. Our **guidelines** will be provided to the Insured and **chosen counsel**. The Insured understands that the **guidelines** contain reasonable and necessary reporting and billing procedures to be followed by **chosen counsel**, including, but not limited to:

- a. development of a litigation plan and litigation budget;
- b. acceptable rates for services;
- c. our pre-approval before designated legal services are provided; and
- d. our required format for submitting fees and charges to us.

The **guidelines** also require that **chosen counsel** work closely and communicate regularly with the assigned claims professional in coordinating defense efforts and that **chosen counsel** apprise us on a regular and timely basis as to significant case developments.

In the event that **chosen counsel** is unable to represent the Insured due to: (1) a venue or jurisdictional issue; (2) an actual conflict of interest; or (3) other circumstances in which the use of other counsel is both reasonable and necessary, we shall consult with the Insured and jointly agree upon such other counsel who will defend the Insured in such matter. If we are unable to agree with the Insured upon selection of defense counsel, we shall select defense counsel.

Fees, costs, charges and billings incurred through any law firm or other service provider, other than the Insured's **chosen counsel** or a firm that we consented to or selected, shall not be recoverable under this policy as **claims expenses**.

The Insured shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any **claims expenses** without our prior written consent. Only those settlements, stipulated judgments and **claims expenses** to which we have consented shall be recoverable under the terms of this policy.

2. Solely with respect to the coverage provided by this endorsement, **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Chosen counsel** means any of the following law firms for eligible **Claims**:

Eligible for any **Claims**:

Engler, Callaway, Baasten & Sraga LLC
2215 York Road, Suite 111
Oak Brook, IL 60523
Telephone: (630) 313-4750
Fax: (630) 756-5340

Scariano, Himes, & Petrarca
Two Prudential Plaza, Suite 3100
180 North Stetson
Chicago, Illinois 60601-6714
Telephone: (312) 565-3100

Eligible for **Claims** that are not **Wrongful Employment Practices**:

Robbins, Schwartz, Nicholas, Lifton, and Taylor
20 N. Clark Street, Suite 900
Chicago, Illinois 60602-4115
Telephone: (312) 332-7760
Fax: (312) 332-7768

Kriha Boucek
2 TransAm Plaza Dr., Suite 450
Oakbrook Terrace, IL 60181
Telephone: 630-394-3790

Eligible for **Claims** that are **Wrongful Employment Practices** only:

Franczek, P.C.
300 South Wacker Drive, Suite 3400
Chicago, Illinois 60606
Telephone: (312) 986-0300

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE EXCLUSION

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Sexual Abuse**

Any **claim** based upon or arising out of actual or alleged **sexual abuse** of any person by any person. **Damages** or **claims expenses** associated with such **claim** are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Sexual abuse** means any actual, attempted, or alleged sexual misconduct of a person by another person, or persons acting in concert, which causes physical or mental injuries. **Sexual abuse** includes sexual molestation, sexual assault, and sexual exploitation. **Sexual abuse** does not include **sexual harassment**.
- **Sexual harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which cause physical and/or mental injuries:
 1. when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 2. when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment does not include **sexual abuse**.

3. **SECTION VIII – DEFINITIONS**, subsection **J. Wrongful Employment Practices** is deleted and replaced by the following:

J. Wrongful Employment Practice(s) means:

1. employment related discrimination in connection with hiring, promotion, advancement or opportunity demotion, discipline, pay, or termination on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or pregnancy, or any conduct that violates any federal, state, or local law prohibiting employment discrimination;
2. **Sexual harassment**; or
3. any of the following employment related acts so long as they arise from the acts described in paragraphs **J.1** and **J.2** above: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, or negligent supervision.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NAMED INSURED RETENTION AND POOL MAINTENANCE RETENTIONS ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

- Item 4. on the Declarations is deleted in its entirety and replaced with the following:

ITEM 4. A. Retention Per Named Insured Entity:

(1) each Non-EPL Claim:	See ██████████
(2) each EPL Claim:	See ██████████

B. Pool Maintenance Retention

(1) each Non-EPL Claim:	\$150,000
(2) each EPL Claim:	\$150,000

Loss Fund Aggregate	
Aggregate Excess Limit	\$2,000,000

- SECTION I – COVERAGE**, subsection **B. Supplementary Payments** is deleted in its entirety and the following inserted:

B. Supplementary Payments

- Until the Insured has paid either **damages** or **claims expenses** that equal the Retention per Named Insured Entity shown in Item 4. of the Declarations, or the Schedule of Participating members (Retention) if attached, the insured has the right to appoint defense counsel, subject to our written consent and approval, to defend a covered **claim** even if any of the allegations of the claim are groundless, false or fraudulent. Such counsel will be paid at our agreed hourly rates. Upon payment by the Insured for either **damages** or **claim expenses** that equal ad exhaust the Retention, we then have the right to appoint counsel of our choice for the defense of any such **claim**.

When the Insured has exercised its right to appoint counsel, the Insured or counsel will provide us with status reports and other relevant information about the claim upon our request.

- After satisfaction of the Retention per Named Insured Entity shown in Item 4. of the Declarations by payment of **damages** or **claims expenses**, we will pay, in addition to the applicable Limits of Liability, with respect to any **claim** we defend:

- a. **claims expenses** we incur;
- b. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
- c. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work; and
- d. all costs taxed against the Insured in the **suit**.

3. **SECTION V – DEDUCTIBLE** is deleted in its entirety and the following inserted:

SECTION V – RETENTION

Subject to the Limits of Liability, we shall only be liable for those **damages** and **claims expenses** in excess of the retention amount stated in Item 4. of the Declarations.

1. With respect to a **claim** arising from a **Wrongful Employment Practice(s)**, the amount shown in Item 4.A.(2) of the Declarations as the each **EPL Claim** retention shall apply to such **claim**.

With respect to any **claim** other than a **claim** arising from a **Wrongful Employment Practice(s)**, the amount shown Item 4.A.(1) of the Declarations as the each **Non-EPL Claim** retention shall apply to such **claim**.

In the event a **claim**, triggers more than one retention amount, then, as to that **claim**, the highest of such retention amounts shall be deemed the retention amount applicable to **claims expenses** and/or **damages** arising from such **claim**.

The retention shall apply to each **claim** for a **wrongful act** or related **wrongful acts** and shall be borne by the Named Insured and remain not covered. We may direct the Named Insured to make full or partial payment to of the retention to others.

2. The amounts set forth under Pool Maintenance Retention in Item 4.B. of the Declarations are the applicable retention amounts for which the pool is responsible.

Subject to the Limit of Liability, exclusions and other terms of this policy, we shall only be liable for those **damages** and **claim expenses** which are in excess of:

- a. The applicable Retention Per Named Insured Entity amount stated under A.(1) or A.(2) of Item 4. of the Declarations; plus
- b. The applicable Pool Maintenance Retention amount stated in either B.(1) or B.(2) of Pool Maintenance Retention in Item 4. of the Declarations

Each retention shall apply to each **wrongful act** and shall be paid by the appropriate Named Insured (with respect to the retention amounts set forth in (1) and (2) of Retention Per Named Insured in Item 4.A. of the Declarations) and the pool (with respect to the retention amounts set forth in (1) and (2) of Pool Maintenance Retention in Item 4.B. of the Declarations). Accordingly, we shall have no obligation whatsoever under this policy to pay **damages** or **claim expenses** unless and until:

- (1) The appropriate Named Insured has paid the applicable amount set forth in either (1) or (2) of the Retention Per Named Insured in Item 4.A. of the Declarations; and
- (2) The pool has paid the applicable amount set forth in (1) or (2) of the Pool Maintenance Retention in Item 4.B. of the Declarations.

Each and every retention amount under this policy shall remain uninsured.

Notwithstanding the foregoing, at such time as the total amounts paid as Pool Maintenance Retentions under this policy exceed the Loss Fund Aggregate amount set forth in Item 4. of the Declarations, then, subject to the exhaustion of the Aggregate Excess Limit set forth in Item 4. of the Declarations, it is understood and agreed that only the applicable retention amounts set forth in either (1) or (2) of Retention Per Named Insured in Item 4.A. of the Declarations shall apply after such time.

Once the Loss Fund Aggregate set forth in Item 4. of the Declarations has been satisfied by the payment of Pool Maintenance Retentions, the amounts set forth in Item 4.B.(1) and 4.B.(2) of the Declarations shall not apply to any **wrongful act** until we have paid **damages** or **claim expenses** in an amount equaling the Aggregate Excess Limit set forth in Item 4. of the Declarations. Once we have paid **damages** or **claim expenses** in an amount that equals the Aggregate Excess Limit set forth in Item 4. of the Declarations, it is understood and agreed that the applicable Retention Per Named Insured Entity and applicable Pool Maintenance Retention set forth in Items 4.A. and 4.B. of the Declarations, respectively, shall apply to each and every **wrongful act** thereafter.

4. It is further agreed and understood that, throughout the policy, the word "deductible" is deleted and replaced by the word "retention".

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIXED WORKS EXCLUSION

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Fixed Works**

Any **claim** alleging, arising out of or resulting, directly or indirectly, from:

- a. the publication, in a digital or digitized format, of **fixed works**; or
- b. infringement upon any actual or alleged right to control:
 - 1) the creation of compilations of any **fixed work**; or
 - 2) publication of component parts of **fixed work**, including individual compositions from an album or compact disk or a combination of compositions consisting of some, but not all, of the original **fixed work**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Fixed Works** means audiovisual works, copies, literary works, motion pictures, phonorecords, pictorial, graphic and sculptural works, sound recordings, works of visual art, lesson plans, or course packs.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALTERNATIVE DISPUTE RESOLUTION

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the **SECTION VII – CONDITIONS** is amended to add the following:

- **Alternative Dispute Resolution Process**

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **damages** and **claims expenses**, must first be submitted to the non-binding mediation process as set forth in this Condition.

The non-binding mediation will be administered by any mediation facility to which we and you mutually agree, in which we and all implicated Insureds shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or coverage issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principals of the law of your state in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the AAA that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the Insured shall select one (1) arbitrator; (ii) we shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the AAA's then prevailing Commercial Arbitration Rules.

provided, however, that no such judicial or arbitration proceeding shall be commenced until at least 90 days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expense of the non-binding mediation.

The non-binding mediation may be commenced in your state. You shall act on behalf of each and every Insured in connection with any non-binding mediation under this Condition, the selection of arbitration or judicial proceedings and/or the selection of mediators or arbitrators.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE OF SECURITY AND ACCESS OR DISCLOSURE OF PRIVATE INFORMATION EXCLUSION ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Failure of Security and Access or Disclosure of Private Information**

Any **claim** based upon, arising out of, in consequence of, or in any way involving:

- a **Failure of Security**; or
- wrongful access or disclosure of **Private Information**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Failure(s) of Security** means:

- the actual failure and inability of the security of your computer system to mitigate loss from or prevent a computer attack; or
- physical theft of hardware or firmware controlled by you (or components thereof) on which electronic data is stored, by a person other than an Insured, from a premises occupied and controlled by you.

- **Private Information** means any confidential or personally identifiable information.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOUSAL, DOMESTIC PARTNER AND LEGAL REPRESENTATIVE COVERAGE EXTENSION ENDORSEMENT

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the policy is amended as follows:

1. **SECTION I – COVERAGE** is amended to add the following:

- Subject otherwise to the terms hereof, this policy shall cover **claims** made against the estate, heirs, or legal representatives of deceased individual Insureds, and the legal representatives of individual Insureds in the event of an individual Insured's incompetency, insolvency or bankruptcy, who were Insureds at the time the commission of **wrongful acts** upon which such **claims** are based.

Subject otherwise to the terms hereof, this policy shall cover **claims** made against the lawful spouse or **domestic partner** of an individual Insureds for all **claims** arising solely out of his or her status as the spouse or **domestic partner** of an individual Insured, including a **claim** that seeks damages recoverable from marital community property, property jointly held by the individual Insured and the spouse or **domestic partner**, or property transferred from the individual Insured to the spouse or **domestic partner**; provided, however, that this extension shall not afford coverage for any **claim** for any **wrongful act** of the spouse or **domestic partner**, but shall apply only to **claims** arising out of the **wrongful acts** of an individual Insured, subject to the coverage document's terms, conditions and exclusions.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- Domestic partner** means any natural person legally recognized as a domestic or civil union partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by you.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WHO IS AN INSURED AMENDMENT ENDORSEMENT
INDEPENDENT CONTRACTORS**

Named Insured:	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
Policy Number:	██████████
Endorsement Number:	██████████
Effective Date of Endorsement:	7/1/2021
Name of Company:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION III – WHO IS AN INSURED** is amended to include the following:

- Any independent contractor performing services as a teacher or administrator if such independent contractor has a written contract with a Named Insured and any schools under the jurisdiction of such a Named Insured while in the performance of the educational activities of the Insured.

All other terms and conditions of this policy remain unchanged.



Morley, Melissa <melissamorley@bighollow.us>

Entryway Flooring

1 message

Morley, Melissa <melissamorley@bighollow.us>
To: Jay.Jabonillo@constructconnect.com


Tue, Feb 22, 2022 at 8:09 AM

Attached is the bid tabulation that you requested for Big Hollow SD38 Entryway Flooring project.
Bid was awarded to Scharm Floor Covering.
There is not a set start date as of yet, however, project is to be completed by August 5, 2022.

--

*Melissa Morley**District Secretary**Superintendent's Office**Big Hollow District #38**847-740-1490 x 5015*

"This message and any attachment constitute a PRIVATE and CONFIDENTIAL communication and may contain legally privileged information. Do not share any information from this communication with any one unless you have received permission from the sender. If you are not the intended recipient, further distribution or use of these items is prohibited. In that case, do not read, copy or use the information contained herein or disclose it to others. Please notify the sender of the delivery error by replying to this message and then delete it from your system."

 **Bid Results.docx.pdf**
96K

Board of Education Administrator Report March 14, 2022

1. Good Things Happening for Kids:

PBIS Celebrations - February-P, E
PBIS Power Hours in February-E
Birthday books provided to each student - P
Birthday gifts and a book provided to each student-E
Positive Office Referrals, Classroom STARbucks, Bus STARbuck raffles - P
Positive Office & Bus Referrals, Positive Phone Calls home, Communication via Twitter-E
BHE Student Council Projects/Events: Held successful *Candy Gram* fundraiser in February-E
Athletic events have been a great source of enjoyment for students and families- M
Enrichment Activities-Chess Club, Good News Club (P, E), Garden Club, Girls on the Run, Walking Club-E
Variety of enrichment activities after school - P
PBIS Raffles ongoing-M
Mixed Community Club ongoing-M
Socially Active and Anime Clubs just launched- M
Student Council collected 750 items for Chemo Care Packages-M
Audition Choir performing in the community-M
Student Council will be volunteering for *Feed My Starving Children* at the end of the month-M
Parent/Student/Teacher conferences held on February 22

2. Good Things Happening for Staff:

Formal and Informal observations of non-tenured teachers - P, E, M
Culture & Climate action steps continue to be developed by Building Leadership Team members and updates communicated to staff at this month's staff meeting-E
ROE continues to support staff in GVC work-P, E, M
New teacher meetings continue between new teacher and mentor-P, E, M
Schoolwide (Literacy Program) Virtual Touchpoint meetings with staff in grades 1-8-P, E, M
Math workshops to improve Guided Math instruction & learning continue in grades 1-8 -P, E, M
Building Leadership Teams monitor MTSS goals/action steps based upon survey results-P, E, M
Building Leadership Team monitor culture and climate goals and action steps based upon HumanEx data-P, E
Many staff members are enrolled in the ESL Certification Cohort, as well as graduate school coursework and continue to learn and improve their instruction. Coursework is supported financially by our BH School Board-P, E, M
OTUS Training provided to grade level representatives-P, E, M
Mentor Meetings occurred between Admin and Mentors-P, E
New teacher meetings occurred between Admin and new teachers - P, E

MTSS meetings continue to occur at the grade level & building level defining and refining protocols in place to improve instruction and learning at each of the tiers-P, E, M
Parent/Student/Teacher conferences held on February 22
Guided Math Model Lessons - grades 1-8 - P, E, M
LAS training for EL teachers - P, E, M
EPIC mentors will return to Primary and Elementary in April!
Summative Evaluations for non-tenured staff are being completed - P, E, M

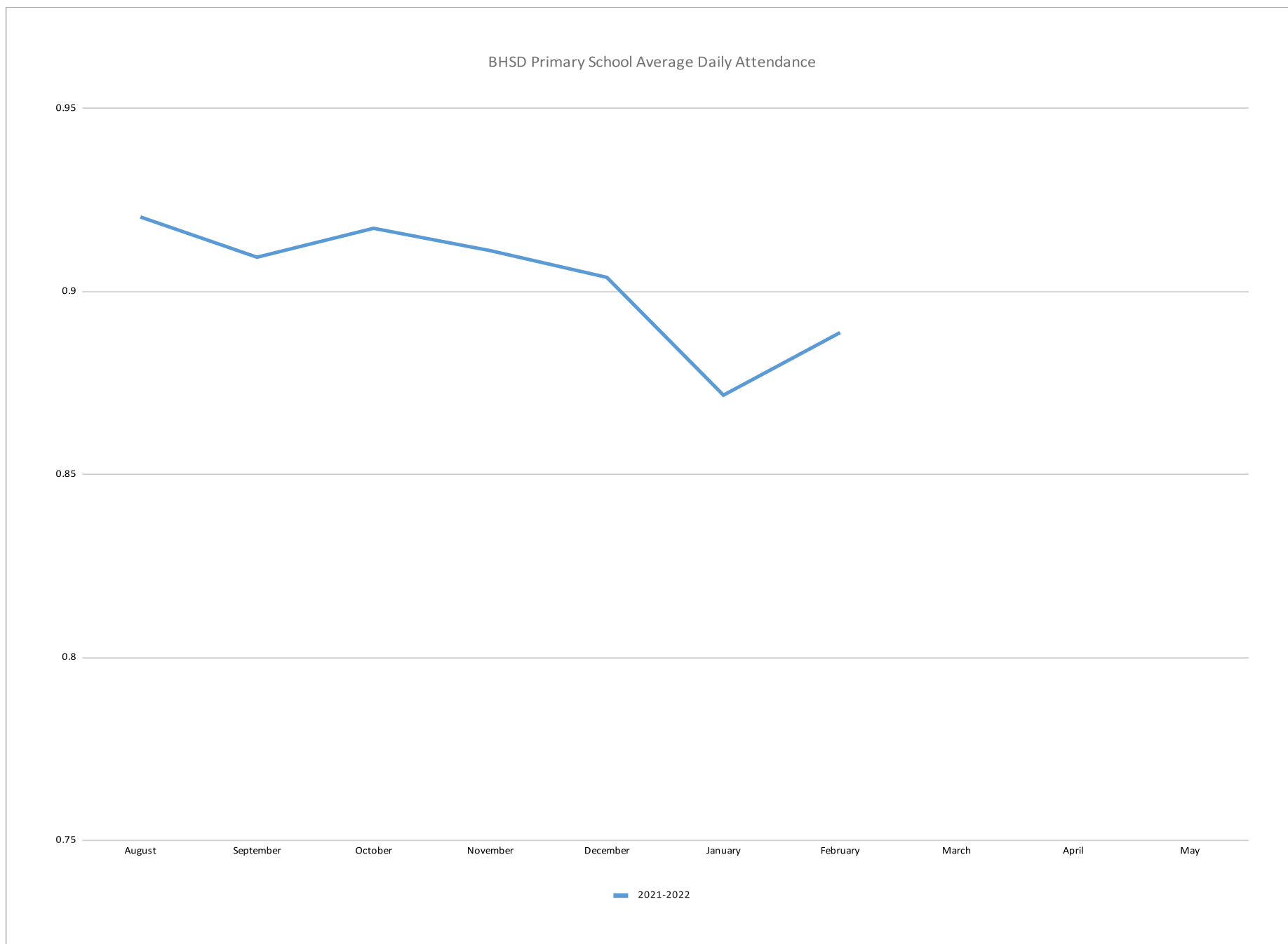
3. General Information to Share:

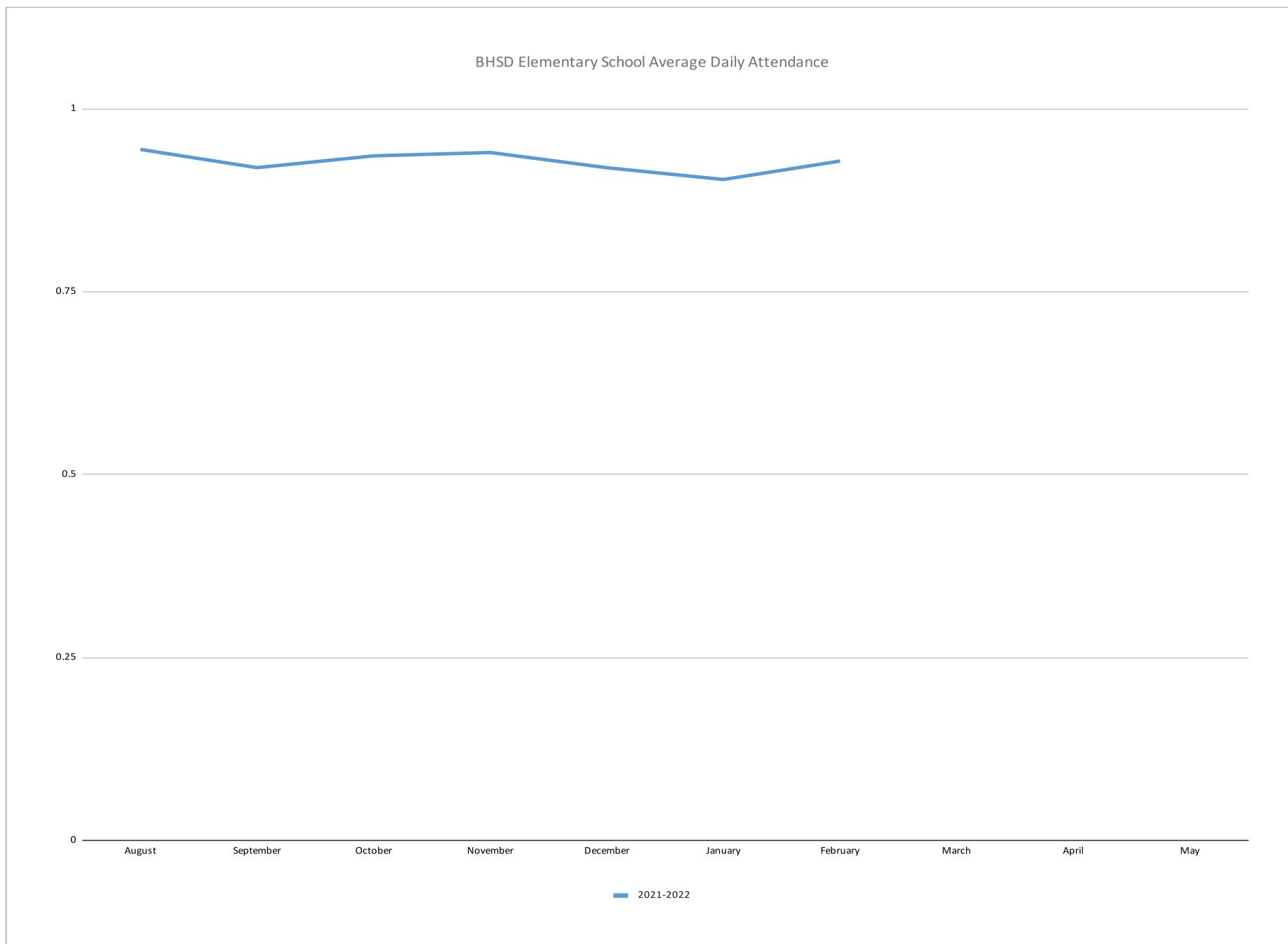
Several teachers and an administrator presented at the Illinois Teachers of English to Speakers of Other Languages - Bilingual Education Convention on Saturday, February 26th.
Several Teachers and a Student from the Chicago Futabakai Japanese School in Arlington Heights visited our School District on 3/10/22 to learn more about how we work with our EL population to engage them in learning
Representatives (teachers and admin) from our District attended the Illinois State University Career Fair in Bloomington on 3/3/22
IAR began
Discipline Equity Task Force continues to meet
Beginning planning for the 2022-23 school year
Staff continue to meet in their subcommittees regarding Diversity, Equity, Inclusiveness and Belonging
CAC Meeting - February 28
Overwhelming Community support for Camarena family

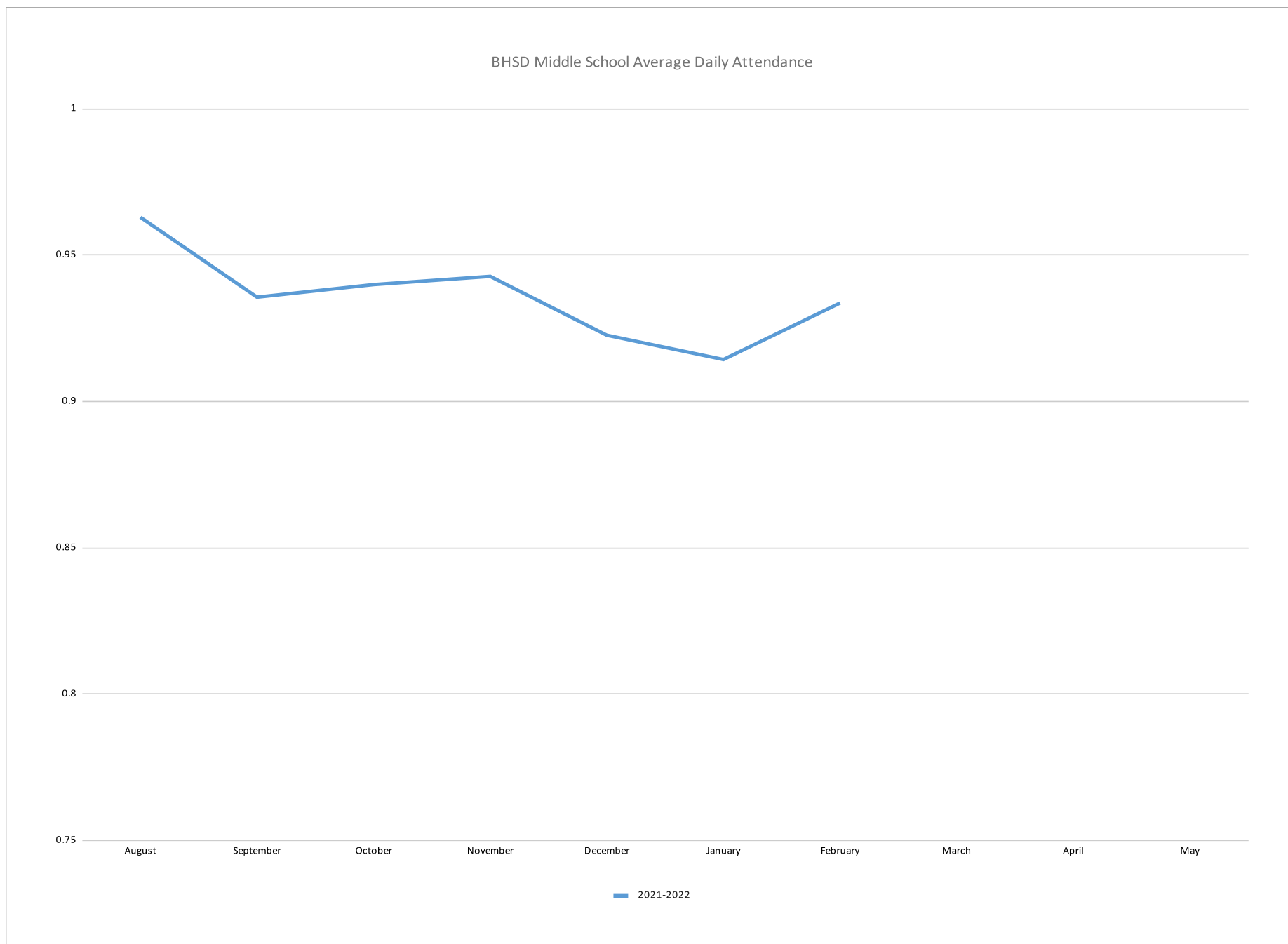
February 14, 2022

1. Good Things Happening for Kids:

Parent/Student/Teacher conferences held on February 22
February 2, 2022 - 100th day of school!
MLK, Jr. Virtual Assembly - February 23 - P, E
PBIS Celebrations - January-P, E
PBIS Power Hours scheduled for month of February-E
Birthday books provided to each student - P
Birthday gifts and a book provided to each student-E
Positive Office Referrals, Classroom STARbucks, Bus STARbuck raffles - P
Positive Office & Bus Referrals, Positive Phone Calls home, Communication via Twitter-E
BHE Student Council Projects/Events: planning on doing a *Candy Gram* fundraiser in February-E
Athletic events have been a great source of enjoyment for students and families- M
PBIS Raffles ongoing-M
Mixed Community Club ongoing-M
Socially Active and Anime Clubs just launched- M
Student Council collected 750 items for Chemo Care Packages-M







PLC MEETING AGENDA / ACTION RECORD

Team: Administration Date: February 16, 2022 Time: Noon

<u>Team Members Present</u> Vicki Michelle Erin Lenayn Matt Christine Vinni	<u>Norm</u> Take an inquiry stance Assume positive intentions Stick to protocol (task at hand) Be here now Ground statements in evidence Start and end on time Adhere to team decisions
Roles: Facilitator (be sure to review norms- 5 mins): Bob Recorder: Michelle Time Keeper: Christine Other: Normkeeper: Erin	

Time allocations:	Purpose / Goal(s) for this meeting: <ul style="list-style-type: none"> ● Opening ● Update from LCHD <ul style="list-style-type: none"> ○ Follow-up from recent Board meeting (10 min) ● Follow-up from recent meeting with union leadership (5 min) <ul style="list-style-type: none"> ○ Discuss questions that may need to be addressed in current Situational Masking Procedure ○ Visitors to the building? <ul style="list-style-type: none"> ▪ Students coming back from COVID on days 6-10 ▪ Testing for students who are sick with symptoms? ▪ Strategic Planning Update (5 min) ○ Policy and Administrative Procedure update (2 min) ○ Review staffing plan ○ Review draft of CAC meeting agenda for February 28, 2022 (10 min) ○ Update on 5Essentials Survey <ul style="list-style-type: none"> ▪ Status of student survey? ▪ Wait to send the parent survey until Feb. 21st ▪ Who should communicate the link? ▪ Staff Survey- <ul style="list-style-type: none"> ● Administering on Early Release (30 minutes) on Friday, March 4th ● Administrator Evaluation update (2 min)
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	<ul style="list-style-type: none"> ○ Building budget updates (1 min)- <ul style="list-style-type: none"> ○ All significant purchases need to be made by May 1st. This will ensure that invoices are received and bills are paid by June 30th. ● 2022-2023 Activity Calendar (1 min) <ul style="list-style-type: none"> ○ Melissa will provide everyone a spreadsheet to enter activities. ○ Discuss weather situation for 2/17/22 ○ Mr. Gold— Out of town Feb. 21-28 ● Discussion on pending vacancies (2 min) <p>Other :</p>

Discussions / Decision Summary:

What follow-up is needed based on the information shared at this meeting?

<u>Action Steps:</u> -	<u>Person Responsible:</u> -
<u>Agenda for Next Meeting:</u> -	<u>Data to collect and bring to next meeting:</u> -
<u>Reflection of Norms</u> -	<u>Date/Time of next meeting:</u>



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Mr. Robert Gold, Superintendent

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Citizens' Advisory Council Meeting
Monday, February 28, 2022
6:00 p.m. - 8:00 p.m.

Zoom -

<https://us02web.zoom.us/j/89552846098?pwd=SnhEZEZualR3REMyYnZlZnN3ZkpXUT09#success>

AGENDA NO. 4

- A. Call to order and Roll Call
- B. Review [minutes](#) of the January 24, 2022 CAC meeting
- C. HumanEx Data Update (Svetlana Popovic, HUMANEX)
- D. [Technology Update](#) (Mr. McCulley)
- E. Open discussion on important topics submitted from the committee
 - a. COVID-19 and Masking Policy
 - b. [Tier II Support Clarification](#)
- F. Review progress on [CAC objectives for SY 21-22](#) and discuss if any further objectives need to be added.
- G. Thank you!
 - a. [Feedback Request](#)
- H. Adjournment –8:00 p.m.